

# Hamilton County Board of County Commissioners

AGENDA

June 17, 2015

ROLL CALL

INVOCATION - **Commissioner Bankston**

PLEDGE TO THE FLAG - **Commissioner Bankston**

- Minutes                    Recessed Meeting - May 27, 2015
- Minutes                    Agenda Session - May 27, 2015
- Minutes                    Regular Meeting - June 3, 2015
- Report                    Criminal Court Clerk's Reports March and April 2015
- Report                    Order of Designation Planning Commission - Todd Leamon June 8, 2015
- Res. No. 615-17            A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, and oaths of Deputy Sheriffs.
- Res. No. 615-18            A Resolution authorizing the appointment and/or reappointment of representatives to the Hamilton County Community Corrections Advisory Board.
- Res. No. 615-19            A Resolution confirming the reappointment by the County Mayor of one member to the Hamilton County Board of Electrical Examiners, term ending June 20, 2019.
- Res. No. 615-20            A Resolution to amend the Schools Federal Projects Fund Budget by adding \$146,240 to the FY 2014-2015 Revenue and Expenditure Budget; to amend the Self-funded Projects Fund Budget by adding \$3,031,840 to the FY 2014-2015 Revenue and Expenditure Budget; to amend the General Purpose Fund Budget by adding \$2,557,955 to the FY 2014-2015 Revenue and Expenditure Budget.
- Res. No. 615-21            A Resolution accepting the bid of Roll-Aid Industrial for appliances for East Brainerd Elementary School amounting to \$17,524.83 for the Department of Education and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-22            A Resolution accepting the bid of Visions of Video for televisions and wall mounts for East Brainerd Elementary School amounting to \$105,095.00 for the Department of Education and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-23            A Resolution lifting the condition from Resolution 813-27B of previous zoning case number 2013-077 on property located at 8440 Providence Road.
- Res. No. 615-24A           A Resolution to rezone from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road.
- Res. No. 615-24B           A Resolution to rezone from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road.
- Res. No. 615-25            Resolution Number Not Used
- Res. No. 615-26            A Resolution granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road.
- Res. No. 615-26A           A Resolution Granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road.
- Res. No. 615-27            A Resolution accepting the bid of Ford of Murfreesboro for one (1) 4x4 utility vehicle amounting to \$27,239.00 for Emergency Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-28            A Resolution accepting the proposal of ASI COBRA, LLC for COBRA Administration Services, beginning July 1, 2015, through June 30, 2018, with the option to renew for three (3) additional one (1) year periods, for the Human Resources Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 615-29 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 a continuation contract with the Tennessee Department of Health in the amount of \$116,220.00 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, 2015 through June 30, 2016.
- Res. No. 615-30 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to enter into and execute a continuation contract for \$616,300.00 with the Tennessee Department of Health for the provision of Bioterrorism Preparedness Activities for the 12 month time period beginning July 1, 2015 – June 30, 2016 and to amend the Homeland Security and Homeland State Security-State APPR budgets for FY 2016 by adding \$79,300.00 to the revenue and expenditure budget.
- Res. No. 615-31 A Resolution to authorize the County Mayor to enter into and execute an agreement with Thompson Engineering for GeoEnvironmental inspection necessary for construction of the Sale Creek Volunteer Fire Hall Headquarters for an amount not to exceed \$167,680.00 of previously budgeted funds.
- Res. No. 615-32 A Resolution to amend the "Master List of Roads and Speed Limits" so as to change the roadway name for the following district road: Winnepeg Court to Winnipeg Court.
- Res. No. 615-33 A Resolution accepting the bid of J&J Contractors, Inc. for construction of the Dallas Bay Fire Hall #2 renovations and additions amounting to \$2,756,200 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-34 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of May 1, 2015, through May 31, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-35 A Resolution adopting a budget for the fiscal year 2015-2016 and setting the tax levy for the year 2015 for Hamilton County, Tennessee.
- Res. No. 615-36 A Resolution making appropriations to nonprofit charitable and civic organizations of Hamilton County, Tennessee, for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016.
- Res. No. 615-37 A Resolution to authorize the expenditure of six million two hundred fifty thousand dollars (\$6,250,000), to complete Hamilton County's obligation to the Industrial Development Board of Chattanooga for the expansion of the Volkswagen automobile assembly plant and to amend the General Fund expenditure budget accordingly.
- Res. No. 615-38 A Resolution authorizing the County Mayor to sign a grant agreement with a term ending June 30, 2016 with the Tennessee Department of Mental Health and Substance Abuse Services and amending the Recovery Court Fund by adding \$425,000 to the revenue and expenditure budgets.
- Res. No. 615-39 A Resolution authorizing the County Mayor to execute a contract with a term of July 1, 2015 to June 30, 2016 with Ms. Elaine Kelly to serve as Coordinator of the Hamilton County Recovery Court Program.
- Res. No. 615-40 A Resolution authorizing the County Mayor to execute a contract with a term of July 1, 2015 to June 30, 2016 with Mr. Jeff S. Hill to serve as Case Manager for the Hamilton County Recovery Court Program.
- Res. No. 615-41 Resolution Number 615-41 Pulled
- Res. No. 615-42 A Resolution authorizing the County Mayor to execute a contract with a term of July 1, 2015 to June 30, 2016 with Mr. John Robert Cooper to serve as a Case Manager for the Hamilton County Recovery Court Program.
- Res. No. 615-43 A Resolution authorizing the County Mayor to submit a joint application with the City of Chattanooga for a 2015 Justice Assistance Grant and approving the use of this grant by the Hamilton County Sheriff's Office.

## **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.*



**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
May 27, 2015**

**COMMITTEE ASSIGNMENTS**

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

- The Trustee's Excess Fee Report and Monthly Report for April 2015 would be submitted for the record.
- Debt Obligation Reports would be submitted for the record.
- Resolution No. 615-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 615-2 through 615-15 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 615-16 was heard by a Committee of the Whole.

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

Chairman Fields stated that Resolution No. 615-16 would now be heard by the Committee of the Whole.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
May 27, 2015**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 615-16**

Todd Leamon, Administrator of Hamilton County Public Works and County Engineer spoke regarding this item, which would authorize the County Mayor to enter into and execute a Memorandum of Understanding (MOU) with the River City Company relative to property owned by Hamilton County. The County owns the Mayfield Annex building located at 123 East 7<sup>th</sup> Street and it is no longer suitable for the needs of County Government.

The County has requested River City Company as their agent for purposes of redevelopment of the property which will include contracting for an appraisal, marketing of the Property, development and issuance of a Request for Proposals (RFP) for the sale of the property, review of responses to the RFP, and making recommendations to the County for the most appropriate redevelopment proposal.

Mr. Leamon noted that Jim Williamson, River City Company Vice President of Planning and Development and Paul Parker, Hamilton County Real Property Manager were also available for questions. The County will relocate the remaining office to the Frank Newell Tower building located at 117 East 7<sup>th</sup> Street.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
May 27, 2015**

Commissioner Boyd noted that selling the property creates additional property tax revenue.

In response to Commissioner Smedley's question, Mr. Leamon clarified that all recommendations for the Mayfield Annex building will be brought back to the commission for approval.

Commissioner Graham stated his support for Resolution No. 615-16 and that the presence of Mr. Williamson and Mr. Parker at next week's meeting was not necessary.

**ANNOUNCEMENTS**

Chairman Fields asked for announcements from members of the Commission.

Commissioner Bankston congratulated the Central High School Lady Purple Pounders and Ooltewah High School Owls for competing and placing in the softball state championship game.

Commissioner Graham reflected on Memorial Day and thanked those who have served our country. He and Commissioner Boyd attended the May 25<sup>th</sup> Memorial Day ceremony held at the Chattanooga National Cemetery.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
May 27, 2015**

**DELEGATIONS**

Chairman Fields asked for delegations on matters other than zoning.

Donna Horn, Chairman of Business and Community Relations Committee of the School Board, residing at 830 Windy Hill Drive Chattanooga, TN 37421, addressed the Commission. She discussed school security camera installations, a ceiling being repaired at Brainerd High school, and her desire to promote good relations between the School Board and the Commission.

She provided copies of an itemized list detailing how the Ooltewah Elementary sale proceeds would be spent on security camera systems for Hamilton County schools. She also distributed copies of emails which stated that the camera installations began in January 2015 and the project is estimated to take ten months to complete. She stated that Mayor Coppinger had been furnished a listing of the installation schedule last fall.

Commissioner Beck stated that he was the official who originally requested the camera installation list, and a response from the school system was never received. Commissioner Smedley questioned Mrs. Horn about an adversarial comment relating to the Commission she made to the media. Ms. Horn denied making such a statement.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
May 27, 2015**

Chairman Fields ask if others individuals were present who wished to address the Commission on subjects other than zoning.

Hearing none, Chairman Fields declared the meeting adjourned until Wednesday, June 3<sup>rd</sup> at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_ W.F.K.  
Date Clerk's Initials

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MAY 27, 2015**

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

Recessed Meeting  
May 27, 2015

**BE IT REMEMBERED**, that on this 27<sup>th</sup> day of May, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, 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 Fairbanks, Commissioner Graham, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Commissioner Haynes was absent. Total present – 8. Total absent -1.

Chairman Fields reported that Commissioner Haynes would be arriving later during the Agenda Session.

Also in attendance were the County Mayor’s Chief of Staff Mike Compton members of the administrative staff, County Attorney Rheubin Taylor, and County

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MAY 27, 2015**

Auditor Bill McGriff. (It was reported that Mayor Coppinger was attending a news conference at the Volkswagen facility).

Commissioner Graham introduced Pastor Chris Peponis, Fellowship Baptist Church, who gave the invocation. Commissioner Graham led in the pledge to the flag.

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

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

Respectfully submitted:



\_\_\_\_\_  
William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

W.F.K.  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            June 3, 2015

**BE IT REMEMBERED**, that on this 3<sup>rd</sup> day of June, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, 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 Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Fields. Commissioners Boyd and Mackey were absent. Total present – 7. Total absent – 2.

Chairman Fields reported that Commissioner Boyd and Commissioner Mackey were absent. Commissioner Mackey was attending the annual Tennessee County Services Association Post Legislative Conference.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, Assistant County Attorney Neil Southerland, 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.

Commissioner Bankston gave the invocation and led in the pledge to the flag. Pastor Mark Harwood, Flat Top Independent Church, was unable to attend due to caring for his injured father who recently fell.

**PRESENTATION- CERTIFICATE OF APPRECIATION – THOMAS “SKIP” FINLEY**

Commissioner Beck presented a Certificate of Appreciation to Thomas “Skip” Finley in recognition of his 30 years of dedicated service to Hamilton County and its citizens. Mr. Finley served 23 years in the Hamilton County Sheriff’s Office and 7 years at Walden Security Company. He was praised for his professionalism, fair, and friendly approach as part of the security program at the Hamilton County Courthouse.

Mayor Coppinger commended Mr. Finley for his steadfast dedication to Hamilton County and thanked him for his many years of service.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

Mr. Finley thanked the Commission for receiving the honor. He was personally congratulated by and shook hands with the Mayor and Commissioners.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of May 13, 2015, the Agenda Preparation Session of May 13, 2015, and the Regular Meeting of May 20, 2015, be approved, treat same as read, made a matter of record and filed.

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

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

**TRUSTEE'S EXCESS FEE REPORT**

The Trustee's excess fee report for April 2015 was submitted and made a matter of record.

**TRUSTEE'S MONTHLY REPORT**

The Trustee's monthly report for April 2015 was submitted and made a matter of record.

**REPORTS ON DEBT OBLIGATION**

Reports on Debt Obligation for Series 2015A General Obligation Bonds and Series 2015B General Obligation Refunding Bonds were submitted for the record at this time.

**RESOLUTION NO. 615-1 A RESOLUTION TO APPROVE AND ACCEPT  
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, AND THE BOND AND OATH  
OF NOTARIES PREVIOUSLY ELECTED.**

ON MOTION of Commissioner Bankston, seconded by Commissioner Haynes, to adopt Resolution No. 615-1.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
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Chairman Fields asked if there was any discussion. There was none.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Fields asked that Resolution No. 615-16 be considered at this time. He reported it was heard by the Committee of the Whole.

**RESOLUTION NO. 615-16 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A "MEMORANDUM OF UNDERSTANDING" WITH THE RIVERCITY COMPANY RELATIVE TO PROPERTY OWNED BY HAMILTON COUNTY.**

ON MOTION of Commissioner Haynes, seconded by Commissioner Fairbanks, to adopt Resolution No. 615-16.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

Chairman Fields questioned whether the law required that a licensed real estate broker be involved in this effort. Attorney Southerland indicated that was her understanding of the law. Chairman Fields questioned whether River City Company had a broker on staff. As the answer wasn't readily available, Mayor Coppinger indicated the resolution wasn't time sensitive and he had no objection to postponing it to next week's recessed meeting.

County Engineer Todd Leamon pointed out the marketing plan would be developed by River City Company but the sale of the property would be handled by the County's Real Property Division.

In response to Chairman Fields concerns, Commissioner Haynes withdrew his motion and Commissioner Fairbanks withdrew his second. Chairman Fields suggested this item be brought back to the Commission at the June 10<sup>th</sup> recessed meeting.

Chairman Fields asked that Resolution Nos. 615-2 through 615-15 be considered together at this time.

**RESOLUTION NO. 615-2 A RESOLUTION ACCEPTING THE BID OF SAITECH, INC.  
FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW  
FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, BEGINNING JUNE 3, 2015  
THROUGH JUNE 2, 2016, FOR DELL LATITUDE 14 RUGGED LAPTOP**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
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**COMPUTERS AMOUNTING TO \$2,420.43 EACH FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-3 A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF RIDGESIDE, THE COUNTY TRUSTEE, AND HAMILTON COUNTY RELATIVE TO THE COLLECTION OF THE CITY OF RIDGESIDE SANITATION FEES.**

**RESOLUTION NO. 615-4 A RESOLUTION APPROVING THE FINAL CONTRACT RENEWAL WITH SUN LIFE FINANCIAL FOR REINSURANCE FOR THE COUNTY'S GROUP MEDICAL PLAN AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-5 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A \$49,425 AGREEMENT WITH BARGE WAGGONER SUMNER AND CANNON, INC. FOR PROFESSIONAL SERVICES TO CREATE A MOBILE DEVICE APP FOR INTERACTIVE DISPLAYS ON THE NEW EXTENSION OF THE TENNESSEE RIVERWALK.**

**RESOLUTION NO. 615-6 A RESOLUTION ACCEPTING THE BIDS OF SHIELDS ELECTRONIC SUPPLY, INC. AND ACCREDITED LOCK SUPPLY COMPANY FOR**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

**CONTRACT UNIT PRICING FOR DOOR ACCESS MATERIALS FOR THE PERIOD OF JUNE 5, 2015, THROUGH JUNE 4, 2016, FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-7 A RESOLUTION ACCEPTING THE QUOTATION FROM SPORTS, PLAY, AND ACTIVE RECREATION FOR KIDS (SPARK) FOR THE PURCHASE OF SPARK PE INSTRUCTIONAL CURRICULUM PACKETS FOR THE STEP ONE PROGRAM TO BE USED BY HAMILTON COUNTY SCHOOLS AMOUNTING TO \$17,118.60 FOR THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-8 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF APRIL 1, 2015, THROUGH APRIL 30, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-9 A RESOLUTION ACCEPTING THE BID OF SAITECH, INC. FOR A ONE (1) YEAR CONTRACT, BEGINNING JUNE 3, 2015 THROUGH JUNE 2, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, FOR HP PRINTERS FOR THE INFORMATION TECHNOLOGY SERVICES**

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

**RESOLUTION NO. 615-10 A RESOLUTION ACCEPTING THE BID OF SOUTHERN  
ATHLETIC FIELDS, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING  
JUNE 3, 2015, THROUGH JUNE 2, 2016, WITH THE OPTION TO RENEW FOR ONE  
(1) ADDITIONAL ONE (1) YEAR TERM, FOR INFIELD CLAY MIX FOR THE  
RECREATION DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO  
SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-11 A RESOLUTION AUTHORIZING THE COUNTY MAYOR  
TO SIGN A CONTRACT IN THE AMOUNT OF \$188,799.05 WITH THE TENNESSEE  
DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON COUNTY COURTS  
COMMUNITY SERVICE PROGRAM WITH A CONTRACT PERIOD BEGINNING JULY  
01, 2015 AND ENDING JUNE 30, 2016.**

**RESOLUTION NO. 615-12 A RESOLUTION ACCEPTING THE QUALIFICATIONS  
AND FEE SCHEDULE OF AMEC ENVIRONMENTAL & INFRASTRUCTURE INC.,  
GEOSERVICES, LLC, K.S. WARE & ASSOCIATES LLC, MARION  
ENVIRONMENTAL, INC., MC2 ENGINEERS, MORELAND ALTOBELLI  
ASSOCIATES, INC., PDM ENGINEERING ASSOCIATES, LLC, S&ME, INC.,  
STANTEC, TERRACON, AND THOMPSON ENGINEERING, FOR ONE (1) YEAR**

**HAMILTON COUNTY COMMISSION  
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**CONTRACT PRICING, BEGINNING JULY 3, 2015 THROUGH JULY 2, 2016, FOR GEOENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-13 A RESOLUTION ACCEPTING THE BID OF J&J CONTRACTORS, INC. FOR CONSTRUCTION OF THE TRI-COMMUNITY VOLUNTEER FIRE DEPARTMENT STATION 3 AMOUNTING TO \$2,833,700 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 615-14 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TO EXECUTE AND CREATE A STREAM AND WETLANDS CONSERVATION EASEMENT UPON PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA, DESIGNATING HAMILTON COUNTY PARKS AND RECREATION AS THE HOLDER OF SAID EASEMENT LOCATED WITHIN THE ENTERPRISE SOUTH INDUSTRIAL PARK.**

**RESOLUTION NO. 615-15 A RESOLUTION ACCEPTING THE BID OF NABCO ELECTRIC FOR THE CONSTRUCTION OF THE HIXSON PIKE AND THRASHER PIKE INTERSECTION SIGNALIZATION FOR AN AMOUNT NOT TO EXCEED**

**HAMILTON COUNTY COMMISSION  
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**\$150,666.35 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY  
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham requested that Resolution No. 615-13 be considered separately and gave the floor to Commissioner Smedley. She spoke regarding this resolution which accepted the bid of J & J Contractors, Inc. for construction of the Tri-Community Volunteer Fire Department Station 3. She introduced Fire Chief Duane Pitts and thanked him for his service to the community.

Mayor Coppinger spoke very highly of Fire Chief Pitts and reflected on the many years they have worked together.

In closing, Commissioner Graham noted the bid came in \$25,000 less than expected.

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Graham, to adopt Resolution No. 615-13. 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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd

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and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

Commissioner Graham provided details regarding Resolution Nos. 615-2 through 615-12, 615-14, and 615-15 and stated that the Finance Committee reviewed and recommended approval.

In response to Commissioner Haynes concerns regarding Resolution No. 615-15, Todd Leamon, Public Works Administrator reported that it would take four to six months to complete the construction of the Hixson Pike and Thrasher Pike traffic intersection signalization.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Smedley, to adopt Resolution Nos. 615-2 through 615-12, 615-14, and 615-15. 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 Fairbanks, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Smedley, “Aye”, and Chairman Fields, “Aye”. Commissioner Boyd and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

**ANNOUNCEMENTS**

Chairman Fields asked for announcements from members of the Commission.

Commissioner Graham and Commissioner Haynes thanked Mayor Coppinger for the informative public budget workshop that took place yesterday June 2<sup>nd</sup> at 9 a.m. in the McDaniel Building.

Commissioner Haynes stated officials broke ground on the new Ganns Middle Valley Elementary on June 1<sup>st</sup> and thanked everyone who participated. He noted Friday June 5<sup>th</sup> is Ronald McDonald House Charities (RMHC) Day of Change fundraising event. He encouraged everyone to support RMHC and drop spare change off at all participating McDonald's restaurants.

Mayor Coppinger publicly congratulated Andy Verneti, a rising senior at Signal Mountain Middle High School for earning a top composite score of 36 on a recent ACT test.

After being recognized for announcements Mayor Coppinger presented the County Budget for 2015-16.

**HAMILTON COUNTY COMMISSION  
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He began by thanking members of the staff and administrators for their hard work and assistance in putting together a budget for fiscal year 2015-2016. He expressed his appreciation to the Commission for their input during this process. He thanked everyone who attended the June 2<sup>nd</sup> budget workshop at the McDaniel Building. It was noted that the proposed budget was available for viewing on the Hamilton County website.

He presented the budget in detail stating that it was a balanced \$664.4 million budget, and his fifth consecutive budget with no property tax increase. The proposed budget is \$21 million larger than the 2014 – 2015 fiscal year budget, which represents a 3.3 percent increase. The majority of the increase is due to the addition of the Hamilton County Sheriff's Office and the Juvenile Court Clerk's office into the general fund. The offices were included in the general fund to make accounting more efficient. Other contributing factors include unexpected boosts in state funding to the county school system and grant funds brought in to the county.

Mayor Coppinger noted that 61 percent of county spending is going to the school system, an increase of \$6.5 million or 1.6 percent when compared to last year's budget. The school system will receive \$405,685,000. The school system also received a \$3.4 million increase in the state Basic Education Planning (BEP) funds.

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Across the board employee raises of 1.5 percent are included in the budget. Employees currently earning less than \$50,000 will receive a minimum raise of \$750. Cost of raises, including associated employee benefits is \$1.5 million.

Additional topics discussed were increases in revenues, increases in expenditures, decrease in health insurance costs, increase in debt service payments, and changes in the general fund balance, the general fund capital outlay items budgeted for and the unexpected major capital items that are not included in the annual capital outlay budget. Total capital outlay for the Sheriff's Department is \$1,548,000.

The Sheriff's Department is up \$688,000 to \$31,592,000. The increase is mainly due to the 1.5 percent across the board employee pay raise. Three employees are being added to the community corrections department to assist with the Community Corrections Misdemeanor program. The budget does not include funds for the Bridge Retirement Plan sought by Sheriff Jim Hammond.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

**DELEGATIONS**

Chairman Fields asked for delegations on matters other than zoning.

Kay Keefe, Owner of Keefe Plumbing residing at 1820 E. 23<sup>rd</sup> Street Chattanooga, TN 37404, Gary Ball , residing at 2520 E. 14<sup>th</sup> Street Chattanooga, TN 37404, and Gene Shipley residing at 11668 Walker Road Soddy Daisy, TN 37379 addressed the commission regarding plumbing contractors and the unfair treatment they are experiencing with the Water and Wastewater Treatment Authority (WWTA). Out of 27 plumbers, who started working with WWTA, there are only eight remaining. It was noted that WWTA is months behind on paying, and the plumbers have been operating without a contract since October 31, 2010.

Mr. Shipley pointed out that WWTA charges keep going up and the usage fee is now higher than the water bill. He estimated that WWTA has taken in \$12.5 million over the past five years. Copies of the unpaid invoices and expired contracts were handed out. Five other plumbing contractors were present in today's audience, Norman Judd, Best Plumbing & Heating Company, Inc., Tommy Reese, Reese Plumbing, John Alier, Southeast Total Services, and Roger Milner, America's Plumbing.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 3, 2015**

Carolyn Longphre residing at 5011 Sawyer Road Signal Mountain, TN 37377 addressed the commission about the uninhabitable conditions at the Humane Education Society (HES) Education Humane Society. She encouraged the commission to consider closing HES doors and teaming up with McKamey Animal shelter.

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, June 10, 2015 at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

WFK  
Clerk's Initials

**OFFICE OF THE CRIMINAL COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
VINCE DEAN, 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: March 2015

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
<b>REVENUES, per IFAS</b>			
Fees and Commissions			
Criminal Division	\$ 63,450.60		\$ 63,450.60
Sessions Division	82,543.92		82,543.92
Delinquent Collections		\$ 108,828.62	108,828.62
Interest			
Criminal Division	(208.14)		(208.14)
Sessions Division	506.96		506.96
Delinquent Collections		(143.89)	(143.89)
Computer Service fees			
Criminal Division	700.00		700.00
Sessions Division	3,016.60		3,016.60
Delinquent Collections			-
Appropriation from Hamilton County			-
<b>TOTAL REVENUES</b>	<b>150,009.94</b>	<b>108,684.73</b>	<b>258,694.67</b>
<b>EXPENDITURES, per IFAS</b>			
Salaries			
Criminal Division	77,137.96		77,137.96
Sessions Division	104,877.07		104,877.07
Delinquent Collections		12,606.40	12,606.40
Employee Benefits - Delinquent Collections		5,568.08	5,568.08
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,286.07	1,286.07
Other - Adjustments			
Criminal Division	(12,347.79)		(12,347.79)
Sessions Division	(17,037.83)		(17,037.83)
Delinquent Collections		29,385.62	29,385.62
Excess Fees paid to County - Criminal Division			-
<b>TOTAL EXPENDITURES</b>	<b>152,629.41</b>	<b>48,846.17</b>	<b>201,475.58</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(2,619.47)</b>	<b>59,838.56</b>	<b>57,219.09</b>
<b>BALANCE AT THE BEGINNING OF MONTH</b>	<b>(76,600.68)</b>	<b>178,159.23</b>	<b>101,558.55</b>
<b>BALANCE AT THE END OF MONTH</b>	<b>\$ (79,220.15)</b>	<b>\$ 237,997.79</b>	<b>\$ 158,777.64</b>

I, Vince Dean, 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 March 2015.

*Vince Dean*  
Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 27 day of May, 2015



Notary Public *Joyce Allen*

My Commission Expires: 1-21-18

**OFFICE OF THE CRIMINAL COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
VINCE DEAN, 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: April 2015

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
<b>REVENUES, per IFAS</b>			
Fees and Commissions			
Criminal Division	\$ 101,772.31		\$ 101,772.31
Sessions Division	47,466.32		47,466.32
Delinquent Collections		\$ 105,028.58	105,028.58
Interest			
Criminal Division	93.51		93.51
Sessions Division	(4.19)		(4.19)
Delinquent Collections		64.58	64.58
Computer Service fees			
Criminal Division	1,294.00		1,294.00
Sessions Division	2,398.13		2,398.13
Delinquent Collections			-
Appropriation from Hamilton County			-
<b>TOTAL REVENUES</b>	<b>153,020.08</b>	<b>105,093.16</b>	<b>258,113.24</b>
<b>EXPENDITURES, per IFAS</b>			
Salaries			
Criminal Division	76,810.07		76,810.07
Sessions Division	104,804.64		104,804.64
Delinquent Collections		12,606.40	12,606.40
Employee Benefits - Delinquent Collections		5,428.42	5,428.42
Other operating expenditures			
Criminal Division			-
Delinquent Collections		404.25	404.25
Other - Adjustments			
Criminal Division			-
Sessions Division			-
Delinquent Collections		-	-
Excess Fees paid to County - Criminal Division			-
<b>TOTAL EXPENDITURES</b>	<b>181,614.71</b>	<b>18,439.07</b>	<b>200,053.78</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(28,594.63)</b>	<b>86,654.09</b>	<b>58,059.46</b>
<b>BALANCE AT THE BEGINNING OF MONTH</b>	<b>(79,220.15)</b>	<b>237,997.79</b>	<b>158,777.64</b>
<b>BALANCE AT THE END OF MONTH</b>	<b>\$ (107,814.78)</b>	<b>\$ 324,651.88</b>	<b>\$ 216,837.10</b>

Vince Dean, 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 April, 2015.

*Vince Dean*  
\_\_\_\_\_  
Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 27 day of May, 2015



Notary Public *Joyce Allen*

My Commission Expires: 1-21-18

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): June 8, 2015.

The foregoing designee has the powers, including the power to vote, as are otherwise conferred upon me in my official capacity when serving on this body.

This the 29<sup>th</sup> day of May, 2015.

  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 29<sup>th</sup> day of May, 2015 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 29<sup>th</sup> day of May, 2015.



  
Notary Public

*Notary expires 5-25-17*



## Hamilton County Board of Commissioners

# RESOLUTION

No. 615-17

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

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

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

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“OATHS OF DEPUTY SHERIFFS”** have taken the oath of office.

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

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and

3. That the persons named on the listing labeled “**OATHS OF DEPUTY SHERIFFS**” are accepted and the oaths therefor are approved as taken; and
4. 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

\_\_\_\_\_  
June 17, 2015

\_\_\_\_\_  
Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**JUNE 17, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Lysa Ainsworth	P.O. Box 1122 Soddy Daisy, TN 37384 423-320-5894	Harriss & Hartman 200 McFarland Avenue Rossville, GA 30741 706-861-0203
Gregory N. Alford	2205 James Ave., Rear Apt. Chattanooga, TN 37415 423-509-5672	H & R Block 2435 Glass Street Chattanooga, TN 37406 423-698-0084
Nathan Bafford	1219 Crown St., N.W. Cleveland, TN 37312 423-715-1680	SunTrust 2020 Gunbarrel Road Chattanooga, TN 37412 423-591-6536
Alisha N. Baker	5309 High Street Ooltewah, TN 37363 423-834-5065	Leitner, Williams, Dooley, et al 200 West M.L.K. Blvd., Ste. 500 Chattanooga, TN 37402 423-265-0214
Hollie Anne Baranick	310 Marlboro Avenue Chattanooga, TN 37411 423-821-2544	Ruby Falls 1720 S. Scenic Hwy. Chattanooga, TN 37409 423-821-2544
Crystal Blevins	1937 Hwy. 156 South Pittsburg, TN 37380 256-608-1116	Easy Money 617 Signal Mtn. Road Chattanooga, TN 37405 423-805-9170
Dee W. Brandt	5840 Lake Resort Ter., Apt. 0-108 Chattanooga, TN 37415 228-218-2535	Duncan, Hatcher, Hixson, et al 1418 McCallie Avenue Chattanooga, TN 37404 423-266-2207
Tina Brogdon	664 Brock Circle Ringgold, GA 30736 423-364-6671	EMJ Corporation 2034 Hamilton Pl. Blvd., Ste. 400 Chattanooga, TN 37421 423-855-1550
Debbie U. Callahan	122 Eagle Landing Drive Flintstone, GA 30725 423-838-1955	Brooks, Moore & Associates, Inc. 3905 St. Elmo Avenue Chattanooga, TN 37409 423-756-8628
Reecie Lollis Carter	1644 Greenwood Road Chattanooga, TN 37406 423-602-7831	The Salvation Army 800 McCallie Avenue Chattanooga, TN 37403 423-265-8691

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**JUNE 17, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Deree Chapman	871 O'Grady Drive Chattanooga, TN 37419 423-605-4695	Gaddcom, Inc. 6 Francis St. Chattanooga, TN 37419 423-899-5449
Donna K. Commers	4817 Montcrest Drive Chattanooga, TN 37416 423-344-9943	Tennessee Valley Authority 1101 Market Street Chattanooga, TN 37401 423-751-6889
Meridith L. Dean	103 Gilmore Lane Hixson, TN 37343 423-877-8017	First Volunteer Bank 728 Broad Street Chattanooga, TN 37402 423-668-4509
Angie Ellis	1323 Highland Ave., N.W. Cleveland, TN 37311 423-457-1657	Thomas Bible, III, Atty. 6918 Shallowford Rd., Ste. 100 Chattanooga, TN 37421 423-424-3116
Harriett P. Finkle	7112 Panavista Lane Chattanooga, TN 37421 423-899-1522	Merrill Lynch 2 Union Sq., #400 Chattanooga, TN 37402 423-752-3627
Kenneth W. Fuller	P.O. Box 232 Ooltewah, TN 37363 423-400-8983	N/A 4450 Forsythia Way Ooltewah, TN 37363 N/A
Julie H. Geib	183 N. Victor Drive Flintstone, GA 30725 423-762-2967	FSG Bank 531 Broad Street Chattanooga, TN 37402 423-308-2000
Lisa M. Hale	3961 Elder Gap Place Chattanooga, TN 37419 423-822-7088	Kara L. West, Trustee 100 West M.L.K. Blvd., Ste. 303 Chattanooga, TN 37402 423-265-2261
Rebecca S. Harris	75 Bernice Lane Ringgold, GA 30736 423-762-2126	Samples, Jennings, Ray, et al 130 Jordan Drive Chattanooga, TN 37421 423-892-2006
Diana Hartley	1906 McBrien Road Chattanooga, TN 37412 423-313-3470	SunTrust Bank 6 Cherokee Blvd. Chattanooga, TN 37405 423-242-1767

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**JUNE 17, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Carmen P. Hawes	1584 Co. Rd. 89 Bryant, AL 35958 256-597-2524	Matheney, Stees & Assoc., P.C. 6136 Shallowford Rd., Ste. 101 Chattanooga, TN 37421 423-894-7400
Jenny Hawkins	1815 Clayton Drive Chattanooga, TN 37421 423-227-9540	Inview Graphics P.O. Box 22963 Chattanooga, TN 37422 423-664-3000
Janet Hill	1117 N. Chamberlain Avenue Chattanooga, TN 37406 423-304-9650	James, James & Joyner, Attys. 735 Broad St., Ste. 908 Chattanooga, TN 37402 423-756-3646
Jennifer Johnson	6727 Dupre Road Chattanooga, TN 37421 423-892-6274	Tennessee Valley Authority 1101 Market Street Chattanooga, TN 37402 423-751-8733
Alyssa Johnston	5908 Lake Resort Ter., Apt. T337 Chattanooga, TN 37415 423-903-5097	Collegedale Credit Union 5046 University Drive Collegedale, TN 37315 423-396-2101
Areal Kenner	6405 Plantation Drive Chattanooga, TN 37416 423-504-6562	Regions Bank 601 Market Street Chattanooga, TN 37402 423-752-1629
Corinna M. Kirby	3404 12th Avenue Chattanooga, TN 37407 423-622-7922	Top Flight, Inc. 1300 Central Avenue Chattanooga, TN 37408 423-648-5427
Bailey Lettner	1856 Hardwood Lane Soddy Daisy, TN 37379 423-580-6734	Chattanooga Tractor and Equip. 2034 E. Polymer Drive Chattanooga, TN 37421 423-892-5725
Linda K. Lewis	5927 Browntown Rd. Chattanooga, TN 37415 423-877-7664	Cumberland Title & Guaranty Co., LLC 1300 Broad St. Chattanooga, TN 37402 423-643-4001
Bob E. Lype	5335 Peghorn Trail Ooltewah, TN 37363 423-396-4606	Bob E. Lype & Associates, Attys. 6181 Vance Road Chattanooga, TN 37421 423-499-0705

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 17, 2015

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Meghan W. Maples	1313 Carriage Parc Drive Chattanooga, TN 37421 423-715-4341	ThyssenKrupp Elevator 6138 Preservation Dr., Ste. 800 Chattanooga, TN 37421 423-499-2784
Linda M. McCrum	8521 Fair Oaks Road Hixson, TN 37343 N/A	Kara L. West, Trustee 100 West M.L.K. Blvd., Ste. 303 Chattanooga, TN 37402 423-265-2261
Constance L. McNair	4700 Mountain Crk. Rd. Chattanooga, TN 37415 423-605-5927	State of TN 511 Union Street Nashville, TN 37219 615-741-2687
Sheri R. Medlin	4120 Gann Store Road Hixson, TN 37343 423-774-4427	Restaurant and Kitchen Supply 1271 N. Holtzclaw Ave., Ste. 102 Chattanooga, TN 37406 423-826-7652
Sandra L. Miller	325 Townsend Circle Ringgold, GA 30736 423-582-1828	Thomas W. Brown, III, M.D., P.C. 2707 Citico Avenue Chattanooga, TN 37406 423-624-8588
Cathy W. Muncy	1301 Lovelady Lewis Road Soddy Daisy, TN 37379 423-843-1167	Knight and Hooper, PLLC 701 Market St., Ste. 700 Chattanooga, TN 37402 423-267-1158
Minique Renee Murphy	3808 Wauchula Street Chattanooga, TN 37406 423-622-8150	Warren & Griffin, P.C. 736 Georgia Ave., Ste. 600 Chattanooga, TN 37402 423-265-4878
Matthew W. Raulston	501 Tucker Street Chattanooga, TN 37405 423-596-7530	Jones Raulston Title Ins. Agency, Inc. 518 Georgia Ave., Ste. 200 Chattanooga, TN 37403 423-362-4333
Jennifer L. Rodriguez	304-A Chickasaw Road Chattanooga, TN 37411 423-402-5378	Morgan G. Adams 1419 Market Street Chattanooga, TN 37402 423-265-2020
Stephen Russell	5932 Winding Lane Hixson, TN 37343 423-883-2024	Thomas Brothers Construction Co., Inc. 7849 Dayton Pike Hixson, TN 37343 423-842-6233

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**JUNE 17, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Kelly Sanders	5413 Haven Circle Hixson, TN 37343 423-413-0633	Farm Credit Mid-America 7605 Hamilton Park Drive Chattanooga, TN 37421 423-510-9429
Mary F. Sarrell	216 Briarstone Drive Rossville, GA 30741 423-987-9870	Buzzi Unicem U.S.A. 1201 Suck Creek Road Chattanooga, TN 37405 423-886-0812
Robbin L. Shipley	26 West Brow Drive Ringgold, GA 30736 423-432-6782	W. J. O'Neil Company 500 West 26th Street Chattanooga, TN 37408 423-702-6000
Mindy Stephens	3200A Gleason Drive Chattanooga, TN 37412 423-582-8623	Leitner, Williams, Dooley, et al 200 West M.L.K. Blvd., Ste. 500 Chattanooga, TN 37402 423-265-0214
Amber Stiles	114 South Forest Road Chickamauga, GA 30707 423-580-4710	Tennessee Valley Pain Management 6130 Shallowford Rd., Ste. 101 Chattanooga, TN 37421 423-664-4635
Emily Taylor	6015 Tallent Road McDonald, TN 37353 540-333-0822	Collegedale Credit Union 5046 University Drive Collegedale, TN 37315 423-396-2101
Tina Thomas	8908 Drake Pkwy. Rd. Chattanooga, TN 37416 423-557-1558	Catoosa County Tax Commissioner 796 LaFayette St. Ringgold, GA 30736 706-965-2571
Victor Vosen	6766 Neville Drive Ooltewah, TN 37363 423-910-0805	Bake Crafters 10673 S. Lee Hwy. McDonald, TN 37353 423-396-3392
S. B. Wade	3804 Pickering Avenue Chattanooga, TN 37415 423-432-3802	Lookout Mtn. Presbyterian Church 316 N. Bragg Avenue Lookout Mtn., TN 37350 423-821-4528
Kim Whitworth	152 Sagebrush Lane Rossville, GA 30741 423-227-9807	First TN Bank 5914 Hwy. 58 Harrison, TN 37341 423-954-2567

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
JUNE 17, 2015**

The following Notaries Public elect of Hamilton County appeared in the County Clerk's Office to receive their Commissions duly signed by the Governor of the State of Tennessee and countersigned by Honorable Tre Hargett, Secretary of State, bearing the date shown. They gave approved bonds of ten thousand dollars and qualified as by law required.

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Sharon Gann	May 11, 2015	May 21, 2015
Chris D. Dover	May 11, 2015	May 22, 2015
Janice L. Nelson	May 11, 2015	May 22, 2015
Walter Morgan	May 11, 2015	May 22, 2015
Loren P. Sheldon	May 11, 2015	May 22, 2015
Shea Higgins	April 20, 2015	May 22, 2015
Kathryn Carey	April 20, 2015	May 22, 2015
Iraj R. Radpour	May 11, 2015	May 26, 2015
Nicole M. Branch	April 9, 2015	May 26, 2015
Jamie Harrison	April 20, 2015	May 26, 2015
Woodrow W. Parker	May 11, 2015	May 26, 2015
Marie Walker	May 11, 2015	May 26, 2015
Liz Griffith	April 9, 2015	May 26, 2015
Wanda F. Threat	May 11, 2015	May 27, 2015
Buddy F. Nethery	February 10, 2015	May 27, 2015
Brandi M. Blankenship	May 11, 2015	May 27, 2015
Brad M. Tucker	May 11, 2015	May 27, 2015
Meredith L. McGarvey	April 9, 2015	May 27, 2015
Rich Heinsman	January 12, 2015	May 27, 2015
Alma J. Patton	April 20, 2015	May 27, 2015
Angel J. Camacho	May 11, 2015	May 27, 2015
Nicole Lamacchia	May 11, 2015	May 28, 2015
Debra S. Potter	May 11, 2015	May 28, 2015
Carolyn C. Honeycutt	April 9, 2015	May 28, 2015
Angela C. Dowis	April 9, 2015	May 28, 2015
Deborah Lynn Collins	April 9, 2015	May 28, 2015
Nick McCampbell	January 12, 2015	May 28, 2015
Charles H. Woody	May 11, 2015	May 28, 2015
Rowena R. Keane	April 20, 2015	May 29, 2015
Raymond A. Fox	April 9, 2015	May 29, 2015
W. Scott Ray	April 20, 2015	May 29, 2015
Squoia Holmes	April 8, 2014	May 29, 2015
Nina S. Boss	April 9, 2015	June 1, 2015
Becki Pineda	April 20, 2015	June 2, 2015
Keplan M. Hinton	November 24, 2014	June 2, 2015
Sara Huffine	May 11, 2015	June 2, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
JUNE 17, 2015**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Terra E. Harris	April 20, 2015	June 2, 2015
Karen L. Ottinger	November 10, 2014	June 2, 2015
Cat Robinson	April 20, 2015	June 2, 2015
Brooks White	February 10, 2015	June 3, 2015
Burt Johnson	May 11, 2015	June 3, 2015
J. Huddleston	March 23, 2015	June 3, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY SHERIFFS  
JUNE 17, 2015**

The individuals listed below have been duly appointed Deputy Sheriff for Hamilton County, Tennessee by Sheriff James W. Hammond, III. The persons were qualified as prescribed by law and were administered the oath of office on the date indicated below:

<u>NAME</u>	<u>DATE OF OATH</u>
Jonathan David Parker	May 27, 2015
Carl Lee Ritchey	May 27, 2015
Christopher Michael Walker	May 27, 2015
Jonathan Todd Wood	May 27, 2015

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Jonathan David Parker, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

21<sup>st</sup> day of May, 2015.

H. L. Knowles

By Pat Jones

Jonathan David Parker  
**Jonathan David Parker**

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Carl Lee Ritchey, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
27th day of May, 2015.

H. L. Knowles

By Pat Jones

Carl Lee Ritchey  
Carl Lee Ritchey

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Christopher Michael Walker, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

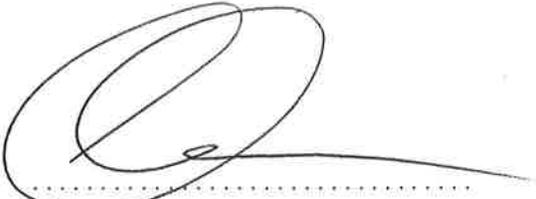
I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

27th day of May, 2015.

H. F. Knowles

By Pat Jones

  
Christopher Michael Walker

STATE OF TENNESSEE }  
Hamilton County } ss.

I, Jonathan Todd Wood, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
27<sup>th</sup> day of May, 2015.

H. F. Krawler

By Pat Jones

}

Jonathan Todd Wood  
**Jonathan Todd Wood**



# Hamilton County Board of Commissioners RESOLUTION

No. 615-18

A RESOLUTION AUTHORIZING THE APPOINTMENT AND/OR REAPPOINTMENT OF REPRESENTATIVES TO THE HAMILTON COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD

- WHEREAS, the Hamilton County Community Corrections Program is a valuable program that provides a sentencing alternative for non-violent offenders; and,
- WHEREAS, pursuant to T.C.A. 40-36-201 et seq., in order to qualify for state funding under the program administered by the Tennessee Department of Corrections, a Community Corrections Advisory Board must be established; and,
- WHEREAS, each representative hereby reappointed to the board shall serve a two-year term beginning July 1, 2015 and ending June 30, 2017; and
- WHEREAS, Sam Blakemore hereby appointed to the board shall serve a three-year term beginning July 1, 2015 and ending June 30, 2018; and

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

The following individuals are hereby appointed and/or reappointed to the Hamilton County Community Corrections Advisory Board:

REPRESENTATIVE

Terry Steele  
Mary K. Roberts  
Sam Blakemore  
Bill Tittle

NOMINATED BY

District Director, Board of Probation and Paroles  
County Mayor, Sheriff, District Attorney General  
County Mayor, Sheriff, District Attorney General  
County Mayor, Sheriff, District Attorney General

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

CERTIFICATION OF ACTION

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 17, 2015

\_\_\_\_\_  
Date

## Hampton Terry Steele Bio

Hampton Terry Steele was born into a Navy family from Green Bay Wisconsin. He enlisted in the US Army in 1970 and served for 3 years as a supply clerk for the 3<sup>rd</sup> Army Division in Korea. Officer Steel then moved to Chattanooga, TN in 1974 and became employed at a local textile mill. Then in 1975, Officer Steele was accepted to the University of Tennessee at Chattanooga and majored in Political Science. He earned in Bachelor's Degree in 1979 and began his work with for the State of Tennessee. He began his career in the Juvenile Justice Field as a probation officer. Then, in 1983, he moved to the Tennessee Department of Correction, where he began working as an Enhanced Probation Officer, a position he still holds today. Mr. Steele has been married for 40 years to Ok Huie Steele. They have two children and one grandchild on the way. Officer Steele's hobbies include collecting Native American and Civil War Artifacts. He is also an avid Green Bay Packers fan.

Mary K. Roberts

[maryk@cadas.org](mailto:maryk@cadas.org)

(423) 756-7644

Mary K. Roberts has been employed with The Council for Drug Abuse Services, Inc. (CADAS) for the past 25 years, currently serving as Director of Court Services. She is a native of Chattanooga, graduated from Notre Dame High School, and attended the University of Tennessee at Knoxville.

Ms. Roberts resides at 172 Woodcliff Circle, Signal Mtn. TN 37377. She is married to Gilbert M. Roberts IV and has a daughter Whitney Claire Alley.

In 2002 Mary K. combined with several other community leaders to initiate Drug Court training and in 2005 was a founding member of the Hamilton Co. Drug court team to which she still serves. Ms. Roberts served on the Youth Highway Safety Committee for the Hamilton County Juvenile Court and is a former Loan Executive for the United Way.

**SAMUEL E. BLAKEMORE**  
3400 Jenkins Rd, Apt 327  
Chattanooga, TN 37421

## **RESUME OF QUALIFICATIONS**

(423) 355-3570

**OBJECTIVE:** To support the growth, success, and profitability of an organization that provides challenge, encourages advancement, and rewards achievement with the opportunity to utilize my experience, skills, and proven abilities.

### **SUMMARY OF QUALIFICATIONS**

- \* Results oriented professional with over 20 years experience in safety control, public information, supervision, training, liaison, inspection, and all areas related to fire safety
- \* Excellent organizational, communication, and interpersonal skills
- \* Creative, resourceful, and effective problem solver

### **EDUCATION**

- 2011- Present **Doctrine of Theology**  
COVINGTON THEOLOGICAL SEMINARY, CHATTANOOGA, TN
- 2011 **Master of Pastoral Studies - Theology**  
COVINGTON THEOLOGICAL SEMINARY, CHATTANOOGA, TN
- 1996 **Bachelor of Science - Organizational Management**  
COVENANT COLLEGE, LOOKOUT MOUNTAIN, TN
- 1994 **Associate of Applied Science - Fire Science Technology**  
CHATTANOOGA STATE TECH. COMMUNITY COLLEGE, CHATTANOOGA, TN
- 1988 **Certificate in Christian Training**  
AMERICAN BIBLE BAPTIST THEOLOGICAL SEMINARY, NASHVILLE, TN

### **EMPLOYMENT HISTORY**

- 2007 - Present **Court Officer**  
CHATTANOOGA CITY COURT  
Responsible for the protection and safety of Judge Sherry Paty. Keeping order in the court room. Assuring adherence to all policies, standards, and procedures of the court room. Delivering subpoenas and warrants. Operation of set up and various equipment in the court room. Morning preparation.
- 1980 - 2005 **Public Advisor/Assistant Fire Marshall/Safety Officer/Captain**  
CHATTANOOGA FIRE DEPARTMENT  
Responsibilities include public information, media contact, fire awareness, OSHA training, news release preparation, safety control, insurance contact, building inspection, court attendee, liaison between insurance companies, families, attorneys, engineers, and health department. Assist City Mayor and provide information to City Hall concerning fire department. Member of Safety Committee. Captain rank in department.
- 1998 - 1999 **Adjunct Teacher - Fire Science Technology**

CHATTANOOGA STATE TECH. COMMUNITY COLLEGE

Instructor of Fire Department Customer Service course. Responsibilities include developing class activities. Instructing, evaluating, and testing students. Motivate and maintain records of all student achievement and participation.

**2014 - 2015      Affiliate Broker - Raines Group Inc**

**CERTIFICATIONS**

Basic Firefighting Training Program - 320 Hours  
Life Safety Code Seminar - 1987  
International Association of Arson Investigators Training Program - 1987  
Hazardous Material Incident Analysis - 1986  
Driver/Aerial Ladder Operation Program - 1986  
State Certified Fire Marshal - 1995  
Public Information Officers & Safety - 1998  
State Certified Backflow Prevention - 2000

**PROFESSIONAL MEMBERSHIPS**

- \* Weed & Seed Eastside Task Force
- \* Alpha Phi Alpha, Fraternity

**SPECIAL AWARDS/ACKNOWLEDGEMENTS**

**Distinguished Citizen** - Presented by Mayor Ron Littlefield & The  
Chattanooga City Council - June 2009

**Distinguished Father** - Presented by Commissioner Greg Beck & The  
Hamilton Co. Board of Commissioners - June 2009

# William H. Tittle III

1902 Oak Cove Drive, Soddy Daisy, TN 37379 | 423-332-0550 |

## Objective

To continue to serve my community utilizing my years of practical experience and diverse skill sets.

## Education

- Graduated Baylor School
- Attended University of Chattanooga

## Experience

- Thirty plus years with Durr Fillauer Medical serving as General Manager of the Chattanooga Division
  - Fifteen years serving as Chief of Emergency Management with Hamilton County General Government
  - Charter Member of Crimestoppers
  - Former Chairman of Chattanooga Metropolitan Airport Authority (CMAA)
  - Former President of Friends of the Festival (Riverbend)
  - Current Member of Community Corrections Advisory Board
-



# Hamilton County Board of Commissioners RESOLUTION

No. 615-19

**A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY BOARD OF ELECTRICAL EXAMINERS, TERM ENDING JUNE 20, 2019.**

**WHEREAS,** pursuant to County Council Resolution of February 16, 1972, as amended by Resolution of October 4, 1972, members of the Hamilton County Board of Electrical Examiners are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

**WHEREAS,** the County Mayor has reappointed Gary Neil (Electrical Contractor) for a term of four years, beginning June 20, 2015 and ending June 20, 2019.

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

That the reappointment of Gary Neil to the County Board of Electrical Examiners is hereby confirmed for the term as noted above.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 17, 2015

\_\_\_\_\_  
Date

Gary W. Neil  
10802 Ooltewah Georgetown Road  
Georgetown, TN 37336  
423-344-6422

#### Employment History

2009-to date	Young Electric Electrician
1993-2009	Grant-Neil Electric, Inc. Co-Owner
1985-1993	Neil Electric, Inc. Owner

#### Education

1976	Red Bank High School
1977-1978	Electrical Diploma – Chattanooga State Community College
1979-1982	4 year electrical apprenticeship program, IBEW
1986	Hamilton County Class 1 and City of Chattanooga Class 1 Electrical Contractors License
1990	State of Tennessee Electrical Contractors License

#### Personal Information

Resident of Chattanooga since 1969  
Married 35 years  
Two children  
Member of Bayside Baptist Church



## Hamilton County Board of Commissioners

# RESOLUTION

No. 615-20

A RESOLUTION TO AMEND THE SCHOOLS FEDERAL PROJECTS FUND BUDGET BY ADDING \$146,420 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE SELF-FUNDED PROJECTS FUND BUDGET BY ADDING \$3,031,840 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE GENERAL PURPOSE FUND BUDGET BY ADDING \$2,557,955 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET.

WHEREAS, the Hamilton County Board of Education has a reduction in carryover funds of (\$93,040) and was awarded additional revenue of \$239,460 from various state and federal agencies, and desires to use it for the designated purposes; and,

WHEREAS, the Hamilton County Board of Education must seek approval of a self-funded budget amendment appropriating fund balance of \$54,625 and setting forth additional revenue from various non-federal agencies or donations totaling \$2,977,215; and,

WHEREAS, the Hamilton County Board of Education must seek approval of a general purpose operating budget amendment appropriating fund balance of \$597,376 and setting forth additional revenue of \$1,960,579; and,

WHEREAS, the Hamilton County Board of Education must seek approval of budget amendment setting forth additional revenue and expenses and transfers of expenditures from one category to another; and,

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

That the County School's Federal Projects Fund be hereby amended by adding \$146,420 for the following items:

<u>Source of Funds</u>	<u>Amount</u>
Federal Thru State	\$ 146,420
 <u>Use of Funds</u>	
Regular Instruction	\$ 210,238
Special Education Instruction	6,356
Vocational Instruction	21,189
Other Student Support	(50,971)
Regular Instruction Support	(86,607)
Special Education Support	81,374
Vocational Support	(9,000)
Transportation	(18,461)
Community Services	504
Indirect Costs	<u>(8,202)</u>
Total	\$ 146,420

That the county school self-funded projects fund be hereby amended by adding \$3,031,840 for the following items:

<u>Source of Funds</u>	
Investments	\$ 2,125
Restricted for Education Fund Balance	54,625
Charges for Current Services	170,000
Other Local Revenues	<u>2,805,090</u>
Total	\$ 3,031,840

<u>Use of Funds</u>	
Regular Instruction	\$ 606,023
Special Education Instruction	224,625
Vocational Instruction	3,955
Other Student Support	15,217
Regular Instruction Support	22,899
Board of Education	205,545
Operation of Plant	1,951,000
Transportation	1,500
Community Services	<u>1,076</u>
Total	\$ 3,031,840

That the county general purpose school fund be hereby amended by adding \$2,557,955 for the following items:

Source of Funds

Committed for Education Fund Balance	\$ 305,400
Unassigned Fund Balance	291,976
Current Property Tax	800,000
Other Local Revenues	1,960,579
Basic Education Program	<u>(800,000)</u>
Total	\$ 2,557,955

Use of Funds

Regular Instruction	\$ 2,345,179
Special Education Instruction	(407,212)
Vocational Education Instruction	50,099
Attendance	(25,105)
Other Student Support	(12,884)
Regular Instruction Support	73,063
Special Education Support	3,958
Vocational Education Support	4,000
Board of Education	(2,350)
Director of Schools	(4,854)
Office of Principal	(241,480)
Fiscal Services	32,329
Human Resources Services	6,337
Operation of Plant	786,492
Central and Other	<u>(49,617)</u>
Total	\$ 2,557,955

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

\_\_\_\_\_  
June 17, 2015

\_\_\_\_\_  
Date

**FEDERAL PROGRAMS**  
**SOURCE OF FUNDS**

June 17, 2015

	FEDERAL THRU STATE REVENUE 47100	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
<b>BUDGET AMENDMENTS</b>			
Safe School Climate		-	2/19/2015
Family Resource Centers		-	2/19/2015
IDEA Discretionary Grant		-	2/19/2015
Teacher Incentive Fund	170,158	170,158	2/19/2015
School Improvement Grant CGLA Charter		-	3/19/2015
School Improvement Grant IZONE Schools		-	3/19/2015
21st Century Community Learning Centers (Year 1)		-	4/16/2015
21st Century Community Learning Centers (Year 3, Dalewood Middle)		-	4/16/2015
21st Century Community Learning Centers (Year 2)		-	4/16/2015
21st Century Community Learning Centers (Year 1, E Lake Academy)		-	4/16/2015
Race To The Top (Year 5)		-	4/16/2015
Carl Perkins Vocational Grant		-	4/16/2015
Title I, Improving Basic Programs	(289)	(289)	5/21/2015
School Improvement Grant IZONE District		-	5/21/2015
Title II Part A, Teacher & Principal Training & Recruiting		-	5/21/2015
Safe School Climate	(93,040)	(93,040)	5/21/2015
Safe Schools		-	5/21/2015
Title III, English Language Acquisition		-	5/21/2015
Title III Discretionary Immigrant Grant	24,884	24,884	5/21/2015
21st Century Community Learning Centers (Year 1, E Lake Academy)		-	5/21/2015
IDEA Preschool	44,707	44,707	5/21/2015
IDEA Part B		-	5/21/2015
Race To The Top (Year 5)		-	5/21/2015
Carl Perkins Vocational Grant		-	5/21/2015
Total	146,420	146,420	

**FEDERAL PROGRAMS  
USE OF FUNDS**

June 17, 2015

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION INSTRUCTION 71200	VOCATIONAL INSTRUCTION 71300	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	SPECIAL EDUCATION SUPPORT 72220	VOCATIONAL SUPPORT 72230	TRANSPORTATION 72710	COMMUNITY SERVICES 73300	INDIRECT COSTS 99000	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
Safe School Climate	(39,495)				41,095					(1,600)	-	2/19/2015
Family Resource Centers									27	(27)	-	2/19/2015
IDEA Discretionary Grant		(3,344)				(1,500)		4,844			-	2/19/2015
Teacher Incentive Fund	240,946				(70,788)						170,158	2/19/2015
School Improvement Grant CGLA Charter	16,870							(17,176)		306	-	3/19/2015
School Improvement Grant IZONE Schools	(140,651)			24,143	109,927			10,000		(3,419)	-	3/19/2015
21st Century Community Learning Centers (Year 1)									302	(302)	-	4/16/2015
21st Century Community Learning Centers (Year 3, Dalewood Middle)									338	(338)	-	4/16/2015
21st Century Community Learning Centers (Year 2)									(244)	244	-	4/16/2015
21st Century Community Learning Centers (Year 1, E Lake Academy)									212	(212)	-	4/16/2015
Race To The Top (Year 5)	24,578			(5,312)	(18,738)					(528)	-	4/16/2015
Carl Perkins Vocational Grant			827	8,791			(9,000)			(618)	-	4/16/2015
Title I, Improving Basic Programs	45,738			(19,274)	(14,056)			(11,129)		(1,568)	(289)	5/21/2015
School Improvement Grant IZONE District	8,500				(8,349)					(151)	-	5/21/2015
Title II Part A, Teacher & Principal Training & Recruiting	(6,504)				6,504						-	5/21/2015
Safe School Climate	(9,017)				(83,750)					(273)	(93,040)	5/21/2015
Safe Schools	(709)				709						-	5/21/2015
Title III, English Language Acquisition	50,601				(55,601)			5,000			-	5/21/2015
Title III Discretionary Immigrant Grant	15,300				9,584						24,884	5/21/2015
21st Century Community Learning Centers (Year 1, E Lake Academy)									(131)	131	-	5/21/2015
IDEA Preschool		(1)				44,125				583	44,707	5/21/2015
IDEA Part B		9,701		(38,450)		38,749		(10,000)			-	5/21/2015
Race To The Top (Year 5)	4,081			(869)	(3,144)					(68)	-	5/21/2015
Carl Perkins Vocational Grant			20,362	(20,000)						(362)	-	5/21/2015
<b>Total</b>	<b>210,238</b>	<b>6,356</b>	<b>21,189</b>	<b>(50,971)</b>	<b>(86,607)</b>	<b>81,374</b>	<b>(9,000)</b>	<b>(18,461)</b>	<b>504</b>	<b>(8,202)</b>	<b>146,420</b>	

**SELF FUNDED PROGRAMS**  
**SOURCE OF FUNDS**

June 17, 2015

	INVESTMENTS 11807	RESTRICTED FOR EDUCATION FUND BALANCE 34555	CHARGES FOR CURRENT SERVICES 43000	OTHER LOCAL REVENUES 44000	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
<b>BUDGET AMENDMENTS</b>						
Therapy Services		54,625	170,000		224,625	2/19/2015
Career and Technical Surplus				5,455	5,455	2/19/2015
Coalition of Large School Systems				205,545	205,545	2/19/2015
Literacy Initiative				538,960	538,960	3/19/2015
PEF - Standards Improvement Grant				2,825	2,825	4/16/2015
Safety and Security Systems				1,951,000	1,951,000	4/20/2015
Bible History Teachers				62,158	62,158	5/21/2015
Carl Perkins IV Reserve Vocational				16,148	16,148	5/21/2015
School Paid Positions				27,051	27,051	5/21/2015
Supplemental Salaries				(4,052)	(4,052)	5/21/2015
Ochs-Oakes Award	2,125				2,125	5/21/2015
Total	2,125	54,625	170,000	2,805,090	3,031,840	

**SELF FUNDED PROGRAMS**  
**USE OF FUNDS**

June 17, 2015

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION INSTRUCTION 71200	VOCATIONAL INSTRUCTION 71300	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	BOARD OF EDUCATION 72310	OPERATION OF PLANT 72610	TRANSPORTATION 72710	COMMUNITY SERVICES 73300	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
Therapy Services		224,625								224,625	2/19/2015
Career and Technical Surplus			3,955					1,500		5,455	2/19/2015
Coalition of Large School Systems						205,545				205,545	2/19/2015
Literacy Initiative	538,960									538,960	3/19/2015
PEF - Standards Improvement Grant					2,825					2,825	4/16/2015
Safety and Security Systems							1,951,000			1,951,000	4/20/2015
Bible History Teachers	62,161				(3)					62,158	5/21/2015
Carl Perkins IV Reserve Vocational				16,148						16,148	5/21/2015
School Paid Positions	2,777			3,121	20,077				1,076	27,051	5/21/2015
Supplemental Salaries				(4,052)						(4,052)	5/21/2015
Ochs-Oakes Award	2,125									2,125	5/21/2015
Total	606,023	224,625	3,955	15,217	22,899	205,545	1,951,000	1,500	1,076	3,031,840	

**GENERAL PURPOSE FUND**  
**SOURCE OF FUNDS**

June 17, 2015

	COMMITTED FOR EDUCATION FUND BALANCE	UNASSIGNED FUND BALANCE	CURRENT PROPERTY TAX	OTHER LOCAL REVENUES	BASIC EDUCATION PROGRAM (BEP)	TOTAL AMENDMENT	DATE APPROVED BY BOARD
BUDGET AMENDMENTS	34655	39000	40110	44000	46511		
Transfers between General Operating Functions						-	2/19/2015
General Operating Budget Transfers						-	3/19/2015
Appropriation of Unassigned Fund Balance		291,976		1,174,087		1,466,063	5/21/2015
Year-End Adjustment & Appropriation	305,400		800,000	786,492	(800,000)	1,091,892	5/21/2015
Total	305,400	291,976	800,000	1,960,579	(800,000)	2,557,955	

**GENERAL PURPOSE FUND  
USE OF FUNDS**

June 17, 2015

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION INSTRUCTION 71200	VOCATIONAL EDUCATION INSTRUCTION 71300	ATTEN- DANCE 72110	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	SPECIAL EDUCATION SUPPORT 72220	VOCATIONAL ED SUPPORT 72230	BOARD OF EDUCATION 72310	DIRECTOR OF SCHOOLS 72320	OFFICE OF THE PRINCIPAL 72410	FISCAL SERVICES 72510	HUMAM RESOURCES SERVICES 72520	OPERATION OF PLANT 72610	CENTRAL & OTHER 72810	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
Transfers between General Operating Functions	(67,359)		54,099	37,604	191	(44,304)	5,462					45,347	6,337		(37,377)	-	2/19/2015
General Operating Budget Transfers		(3,639)					3,639									-	3/19/2015
Appropriation of Unassigned Fund Balance	1,466,063															1,466,063	5/21/2015
Year-End Adjustment & Appropriation	946,475	(403,573)	(4,000)	(62,709)	(13,075)	117,367	(5,143)	4,000	(2,350)	(4,854)	(241,480)	(13,018)		786,492	(12,240)	1,091,892	5/21/2015
Total	2,345,179	(407,212)	50,099	(25,105)	(12,884)	73,063	3,958	4,000	(2,350)	(4,854)	(241,480)	32,329	6,337	786,492	(49,617)	2,557,955	



## Hamilton County Board of Commissioners RESOLUTION

No. 615-21

A RESOLUTION ACCEPTING THE BID OF ROLL-AID INDUSTRIAL FOR APPLIANCES FOR EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$17,524.83 FOR THE DEPARTMENT OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for appliances for East Brainerd Elementary School for the Department of Education; and,

WHEREAS, the bid from Roll-Aid Industrial amounting to \$17,524.83 was considered to be the lowest and best bid received; and,

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

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

That the bid of Roll-Aid Industrial for appliances for East Brainerd Elementary School amounting to \$17,524.83 for the Department of Education 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

June 17, 2015

\_\_\_\_\_  
Date

Bid#0515-170 Appliances for East Brainerd Elementary School  
Hamilton County, TN

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for appliances for East Brainerd Elementary School. All prices must include shipping/inside delivery to the school. The manufacturers listed are preferred. Bidder must include make and model numbers if bidding an alternate. Include warranty terms with your bid submittal. Purchaser reserves the right to award a lump sum bid for all items listed or to separate and choose items individually. This decision will be at the sole discretion of the purchaser. **Qualified or conditional bids will not be accepted.**

### 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 11:00 a.m. (ET) on June 1, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0515-170: Appliances for East Brainerd Elementary". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Bidder is required to return the Contract Work on School Grounds Affidavit with their bid documents.**

### NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0515-170: Appliances for East Brainerd Elementary from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**CONTACTS:**

**Questions concerning product specifications should be directed to Ms. Mary Wright, (423) 209-5608.**

**Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, and (423) 209-6350.**

**INSURANCE REQUIREMENTS**

Hamilton County requires that the successful bidder(s) have the following insurance coverages at the time of delivery.

**Minimum Limits of Insurance**

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
  
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Bid#0515-170 Appliances for East Brainerd Elementary School  
Hamilton County, TN

**DELIVERY REQUIREMENTS:**

Deliveries must be made Monday through Thursday, between the hours of 7:30 a.m. and 2:00 p.m. (ET).

Contact Mr. Ron Smith, at 423-209-5600, for delivery of the appliances.

Two (2) days advanced notice required prior to delivery. Items will be delivered to East Brainerd Elementary School, 7660 Goodwin Road, Chattanooga, TN 37421.

**All deliveries are to be made between July 20, 2015 and July 28, 2015 to the school.**

**PRODUCT(S) DESCRIPTION**

**Bidder must include make and model numbers if bidding an alternate (or equal) product. The County will install the appliances.**

(3 each) Washing Machines – GE Model HTWP1400FWW or equal. 3.7 cubic feet, 4 water levels, 8 wash cycles, 3 wash and rinse temperatures, dual-action agitator. Color– White.

(3 each) Clothes Dryers – GE Model HTDX100EDWW or equal. 6 cubic feet, 3 heat selections, 4 dry cycles, auto-dry, monitors air temperatures. Color – White.

(17 each) Microwaves – GE Model JES1456DSWW or equal. 1.4 cubic foot countertop model. Electronic touch with digital display. 1100 watts. Color – White.

(17 each) Refrigerators with ice maker – GE Model GTH20JBBWW or equal. 20 cubic feet, ice maker, gallon door bins, up front temperature controls, Energy Star, Color – White.

(1 each) Dishwasher – GE Model GDF510PGDWW or equal, Color – White.

(2 each) Hood – Broan Model F413001 or equal. Non vented with filter, 30”, Color – White.

(2 each) Range – GE Model JBS60DFww or equal. Glass top, 5.3 oven capacity, 30” width, Color – White.

Bid#0515-170 Appliances for East Brainerd Elementary School  
Hamilton County, TN

**EAST BRAINERD ELEMENTARY SCHOOL:**

Qty:	Description	Unit	Total
3 each	Washing Machines – GE Model HTWP1400FWW or equal. White		
3 each	Clothes Dryers – GE Model HTDX100EDWW or equal. White		
17 each	Microwaves – GE model JES14656DSWW or equal. White		
17 each	Refrigerators with ice maker – GE Model GTH20JBBWW or equal. White		
1 each	Dishwashers – GE Model GDF510PGDWW or equal. White		
2 each	Hood – Broan Model F403001 or equal. White		
2 each	Range – GE Model JBS60DFWW or equal. White		
<b><u>Total Bid Price:</u></b>			

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

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

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

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

### 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

Bid#0515-170 Appliances for East Brainerd Elementary School  
Hamilton County, TN

**SECTION 00417**  
**CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

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

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

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



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

**5/18/2015 8:44 AM Eastern**

Solicitation Title: Appliances for East Brainerd Elementary School

Number: 0515-170

Bids Due: 6/01/2015 11:00:00 AM Eastern

Status: Open

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

Message Summary	Message Detail	Document Detail
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<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="5"/>			
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
5/18/2015 8:44:25AM	Eastern	Linda Chumbler	<a href="#">0515-170 - Appliances for East Brainerd Elementary School</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	129	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

**Please run the attached ad on May 18, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for Kitchen Appliances for East Brainerd Elementary School will be opened at 11:00 AM (ET) on June 1, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Kitchen Appliances for East Brainerd Elementary School  
 Department of Education/Purchasing Department  
 Monday, June 01, 2015 11:00 A.M.

Vendors:	Business Services		Roll-Aid Industrial (HC)	
<b>EAST BRAINERD ELEMENTARY SCHOOL</b>				
Description	Unit	Total	Unit	Total
(3 each) Washing Machines – GE Model HTWP1400FWW or equal. White	\$409.98	\$1,229.94	\$449.00	\$1,347.00
(3 each) Clothes Dryers – GE Model HTDX100EDWW or equal. White	\$379.98	\$1,139.94	\$404.00	\$1,212.00
(17 each) Microwaves – GE model JES1456DSWW or equal. White	\$139.98	\$2,379.66	\$145.00	\$2,465.00
(17 each) Refrigerators with ice maker – GE Model GTH20JBBWW or equal. White	\$1,029.98	\$17,509.66	\$647.99	\$11,015.83
(1 each) Dishwashers – GE Model GDF510PGDWW or equal. White	\$509.98	\$509.98	\$359.00	\$359.00
(2 each) Hood – Broan Model F413001 or equal. White	\$289.98	\$579.96	\$69.00	\$138.00
(2 each) Range – GE Model JBS60DFWW or equal. White	\$569.98	\$1,139.96	\$494.00	\$988.00
<b>Total Price:</b>		<b>\$24,489.10</b>		<b>\$17,524.83</b>

Request for Bids:	
Newspaper Ad:	5/18/2015
Vendor Notification:	129
Vendor Response:	2
Budgeted:	Bond Fund



# Hamilton County Board of Commissioners RESOLUTION

No. 615-22

A RESOLUTION ACCEPTING THE BID OF VISIONS OF VIDEO FOR TELEVISIONS AND WALL MOUNTS FOR EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$105,095.00 FOR THE DEPARTMENT OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for a total of (73) 70” LED LCD smart televisions, (10) 40” LED LCD televisions, (81) wall mounting brackets and (2) mobile TV carts for East Brainerd Elementary School for the Department of Education; and,

WHEREAS, the bid from Visions of Video for televisions and wall mounts amounting to \$105,095.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Visions of Video for televisions and wall mounts amounting to \$105,095.00 for East Brainerd Elementary School for the Department of Education 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

June 17, 2015

\_\_\_\_\_  
Date

Bid# 0515-171 Televisions and Mounts  
Hamilton County, TN

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for televisions and mounts for East Brainerd Elementary School. All prices must include shipping/inside delivery to the school. The County will install the televisions. The manufacturers listed are preferred. Bidder must include make and model numbers if bidding an alternate. Include warranty terms with your bid submittal. Purchaser reserves the right to award a lump sum bid for all items listed or to separate and choose items individually. This decision will be at the sole discretion of the purchaser. **Qualified or conditional bids will not be accepted.**

### 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 2:00 p.m. (ET) on June 1, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0515-171: Televisions and Mounts". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Bidder is required to return the Contract Work on School Grounds Affidavit with their bid documents.**

### NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0515-171: Televisions and Mounts from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Bid# 0515-171 Televisions and Mounts  
Hamilton County, TN

**CONTACTS:**

Questions concerning product specifications should be directed to Ms. Mary Wright, (423) 209-5608.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, and (423) 209-6350.

**INSURANCE REQUIREMENTS**

Hamilton County requires that the successful bidder(s) have the following insurance coverages at the time of delivery.

**Minimum Limits of Insurance**

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
  
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Bid# 0515-171 Televisions and Mounts  
Hamilton County, TN

**PRODUCT(S) DESCRIPTION**

**70" Televisions:** Sharp Aquos 70" LED LCD TV – LC70LE650U Smart HDTV or equal. LED 1080p display, 120Hz refresh rate, auto brightness control (OPC), Smartcentral, Dual-core processor, web browser, split-screen web + TV, flash-enabled, remote control app, sharp beam, built-in Wi-Fi, HDMI®, MHL®, remote software updates, slim design.

**43" Televisions:** Sharp Aquos 43" – LC43LE653U LED-LCD Smart TV or equal. LED 1080p display, remote control.

**Mounting Brackets:** PDS-LFTB or equal. Large flat panel flush mount with tilt, holds 42"-70" flat panels, distance from wall to back of flat panel – 2.6", load capacity – 180lbs, universal adjustable style, non-model specific, black powder coat finish.

**Mobile TV Carts:** Balt Platinum Plasma Television Cart Stand 27544. Holds up to 50" / 100 lbs. Tilts up to 37 degrees. Includes AV shelf.

**Bidder must include make and model numbers if bidding an alternate (or equal) product. Include warranty terms with your bid submittal.**

**DELIVERY REQUIREMENTS**

Televisions and mounts should be delivered to the schools between 7/20/2015 – 7/28/2015. Deliveries are to be made Monday through Thursday between the hours of 7:30 a.m. and 2:00 p.m. Two days advanced notice prior to delivery. **Contact Ron Smith to schedule delivery at (423)209-5600.**

Deliver to East Brainerd Elementary School, 7660 Goodwin Road, Chattanooga, TN 37421.

Bid# 0515-171 Televisions and Mounts  
Hamilton County, TN

**PRICING SHEET**

**EAST BRAINERD ELEMENTARY SCHOOL:**

Qty:	Description:	Unit Price:	Extended Price:
73 ea.	70" Sharp Aquos LED LCD TV -LC70LE650U Smart HDTV 1080p display, 120Hz as per specifications.		
10 ea.	43" Sharp Aquos , LED LCD TV - LC43LE653U 1080p as per specifications.		
81 ea.	Mounting Brackets – PDS-LFTB as per specifications.		
2 ea.	Mobile TV Carts – Balt Platinum Plasma Television Cart Stand 27544 as per specifications.		
<b><u>Total Bid Price:</u></b>			

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

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

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

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

Bid# 0515-171 Televisions and Mounts  
Hamilton County, TN

**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

Bid# 0515-171 Televisions and Mounts  
Hamilton County, TN

**SECTION 00417**  
**CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

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

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

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

Jim M. Coppinger  
County Mayor



Gail B. Roppo  
Director  
Purchasing Department

## Hamilton County, Tennessee

May 26, 2015

### Addendum 1

Title: Televisions and Mounts for East Brainerd Elementary School

Bid/RFP#: 0515-171

Please note the following change to the bid specifications.

Product number for the 70" televisions should be changed from LC70CE650U to LC70LE660U

We are sorry for any inconvenience this may have caused.

Regards,

A handwritten signature in cursive script that reads "Gail B. Roppo".

Gail B. Roppo  
Director of Purchasing



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

5/18/2015 8:42 AM Eastern

Solicitation Title: Televisions and Mounts  
 Number: 0515-171  
 Bids Due: 6/01/2015 2:00:00 PM Eastern  
 Status: Open

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

Message Summary	Message Detail	Document Detail					
<p><b>Message Summary</b>    <a href="#">export</a>     <a href="#">print</a>     <span style="float: right;">Records Per Page <input type="text" value="10"/></span></p>							
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
5/18/2015 8:41:57AM	Eastern	Linda Chumbler	<a href="#">0515-171 - Televisions and Mounts</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	243	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 [E-Bid Systems, Inc.](#) All rights reserved.

**Please run the attached ad on May 18, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for televisions and mounts for East Brainerd Elementary School will be opened at 2:00 PM (ET) on June 1, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Televisions & Mounts for East Brainerd Elementary  
June 1, 2015

DOE/Purchasing  
10:30 A.M.

Vendors:	Visions of Video	Best Buy Education	Vaiiant National AV Supply	Camcor Inc.	VSC Inc.	Howard Technology Solutions	My Office Products (HC)	Focus Camera	CDW Government LLC	Perimutter Purchasing Power	Staples Contract & Commercial Inc. (HC)	Adorama Inc.
(73) 70" TV's	\$98,185.00	\$100,521.00	\$102,061.30	\$101,670.75	\$101,834.27	\$103,587.00	\$101,835.00	\$104,317.00	\$101,350.28	\$103,295.00	\$101,201.36	\$107,237.00
(10) 43" TV's	\$3,600.00	\$3,400.00	\$1,392.50	\$3,569.50	\$3,724.90	\$3,640.00	\$3,550.00	\$3,670.00	\$3,603.60	\$3,550.00	\$3,578.90	\$3,400.00
(81) Mounts	\$2,430.00	\$2,835.00	\$3,989.25	\$2,729.70	\$4,049.19	\$2,592.00	\$4,374.00	\$2,430.00	\$7,207.38	\$5,184.00	\$6,390.09	\$2,160.00
(2) Mobile TV Carts	\$880.00	\$746.00	\$790.20	\$771.00	\$799.98	\$814.00	\$702.00	\$1,596.00	\$752.96	\$830.00	\$698.92	\$560.00
Freight:											\$1,100.00	
Total Bid Price:	\$105,095.00	\$107,502.00	\$108,233.25	\$108,740.95	\$110,408.34	\$110,633.00	\$110,461.00	\$112,013.00	\$112,914.22	\$112,959.00	\$112,969.27	\$113,357.00
Delivery:	30 days ARO	7-14 days ARO	7-10 ARO	3-30 days ARO	7-10 days	7-10 bus day		10 days	2-10 days	7/20/2015	Next bus day	3-5 days
Terms:	Net 30	Net 30	Net 30	Net 30	Net 15	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Vendors:	Camcor Inc. (Alternate)	Longway Broadband Services	OM Office Supply Inc.	Troxell Communications Inc.	Continental Film (HC)	Visionworx LLC	Southern Computer Warehouse	Pro Sound Inc.	Technology Express	Roll-Aid Industrial (HC)	Business Services	3M Technology Group Inc.	Minet Inc. (HC)
(111) 70" TV's	\$106,316.47	\$102,691.84	\$100,156.00	\$107,591.05	\$108,916.00	\$120,377.00	\$101,610.16	\$115,924.00	\$103,935.94	\$115,851.00	\$116,068.54	\$119,308.28	\$139,375.98
(8) 40" TV's	\$3,569.50	\$3,634.79	\$3,458.00	\$3,694.60	\$4,350.00	N/B	\$3,503.20	\$3,895.00	\$3,692.00	\$4,082.50	\$4,079.80	\$4,717.70	\$4,511.00
(111) Mounts	\$2,729.70	\$6,942.63	\$10,368.00	\$6,707.61	\$4,455.00	N/B	\$18,203.98	\$5,658.66	\$19,077.93	\$7,237.35	\$7,102.89	\$6,385.23	\$7,204.14
	\$771.00	\$790.26	\$800.00	\$394.86	\$1,090.00	\$798.00	\$1,061.62	\$830.00	\$919.64	\$627.88	\$779.96	\$965.60	\$852.40
Total Bid Price:	\$113,386.67	\$114,059.52	\$114,782.00	\$118,388.12	\$118,811.00	\$121,175.00	\$124,378.96	\$126,307.66	\$127,625.51	\$127,998.73	\$128,031.19	\$131,376.81	\$151,943.52
Delivery:	3-30 days ARO	20 days	15 days ARO	30 days ARO	7/20/2015	7/20/2015	5-7 bus day	30 days ARO	14-21 days ARO		7-14 days ARO	7/20/2015	15 days
Terms:	Net 30	F.O.B.	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	5/18/2015
Vendor Notification:	243
Vendor Response:	24
Budgeted:	Bond



# Hamilton County Board of Commissioners RESOLUTION

No. 615-23

(P.C. NO. 2015-066)

## A RESOLUTION LIFTING THE CONDITION FROM RESOLUTION 813-27B OF PREVIOUS ZONING CASE NUMBER 2013-077 ON PROPERTY LOCATED AT 8440 PROVIDENCE ROAD

**WHEREAS**, MAP Engineers c/o Mike Price & Hampton Meadows, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to Lift the Condition from Resolution 813-27B of previous Zoning Case Number 2013-077 on property located at 8440 Providence Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers c/o Mike Price & Hampton Meadows, LLC requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 17, 2015, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended Lifting the Condition from Resolution 813-27B of previous Zoning Case Number 2013-077 on property located at 8440 Providence Road. An unplatted tract of land located at 8440 Providence Road, being the property described in Deed Book 10305, Page 922, ROHC. Tax Map 114-003 as shown on the attached map.

**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

June 17, 2015

\_\_\_\_\_  
Date

2015-066 Hamilton County  
May 11, 2015

RESOLUTION

WHEREAS, MAP Engineers c/o Mike Price & Hampton Meadows, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission Lifting the Condition from Resolution 813-27B of previous Zoning Case Number 2013-077 on property located at 8440 Providence Road.

An unplatted tract of land located at 8440 Providence Road, being the property described in Deed Book 10305, Page 922, ROHC. Tax Map 114-003 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 11, 2015,

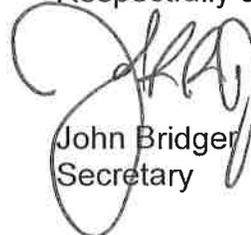
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, no one was present in opposition to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 11, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2015-066 Lift Conditions

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-066:

Approve



616 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-066

PC Meeting Date: 05-11-15

**Applicant Request****Lift Condition of Hamilton County Resolution 813-27B for Hampton Meadows PUD**

Property Location:	8440 Providence Road
Property Owner:	Hampton Meadows LLC
Applicant:	MAP Engineers C/O Mike Price

**Project Description**

- Proposal: The applicant desires to change the access locations of the Hampton Meadows Residential Planned Unit Development.
- A condition on the approved PUD states that the PUD is "*subject to revised site plan dated July 2, 2013.*" Since the July 2, 2013 site plan shows an entrance on McDaniel Lane, an entrance at that location is required unless the condition is lifted.
- Proposed Access: Providence Road only. The applicant desires to have no entrance on McDaniel Lane due to various site engineering concerns.

**Site Analysis****Site Description**

- Location: The Hampton Meadows Residential PUD is located at the southeast corner of the Providence Road and McDaniel Lane intersection.
- Current Access: McDaniel Lane and Providence Road.
- Current Land Uses: Single family homes to the north, south, east, and west).

**Zoning History**

- The site is currently zoned R-1 Residential Planned Unit Development (PUD).
- The Planned Unit Development was approved by the Hamilton County Commission on August 21, 2013 (Resolution #813-27B).
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by the Hamilton County Commission in 2007) recommends Low Intensity Residential.
- The Planned Unit Development is regulated by the development plan as approved by the Hamilton County Commission in 2013 by resolution 813-27B.

**Key Findings**

- The proposal is supported by the recommendations of the adopted Land Use Plan
- The proposed use has already been approved and adopted by the Hamilton County Commission.
- Removing access from McDaniel Lane alleviates concerns of the road's ability to support the increased traffic.

**Staff Recommendation**

Approve.



## 2015-066 Lift Conditions





616 ft 

Chattanooga Hamilton County Regional Planning Agency 







# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-24A

(P.C. NO. 2015-068)

### A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 8217 AND 8219 OOLTEWAH GEORGETOWN ROAD

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 17, 2015, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road. Two unplatted tracts of land located at 8217 and 8219 Ooltewah Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the attached map.

**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:

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County Mayor

---

June 17, 2015

---

Date

2015-068 Hamilton County  
May 11, 2015

RESOLUTION

WHEREAS, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road.

Two unplatted tracts of land located at 8217 and 8219 Ooltewah Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 11, 2015,

AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

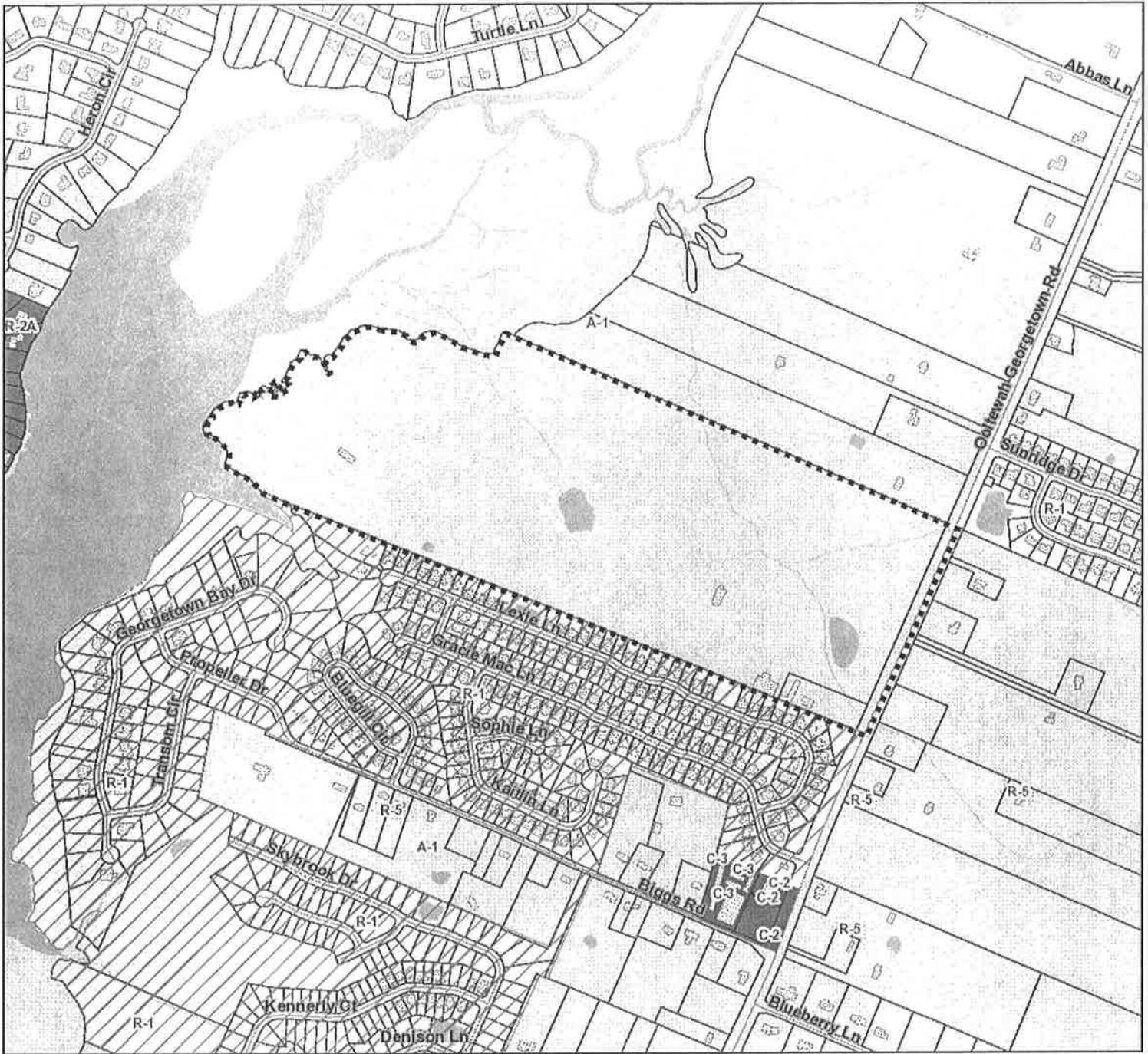
AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 11, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the overall density not to exceed 3 dwellings per acre.

Respectfully submitted,

  
John Bridger  
Secretary



## 2015-068 Rezoning from A-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-068:

Approve, subject to the overall density not to exceed 3 dwellings per acre.



800 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-068

PC Meeting Date: 05-11-15

**Applicant Request****A-1 Agricultural District to R-1 Residential District**

Property Location:	8217 & 8219 Ooltewah Georgetown Road
Property Owner:	Kinsman & Cheryl Wright
Applicant:	Map Engineers/ Spring Creek Investments

**Project Description**

- This rezoning R-1 request is in conjunction with a request for a Planned Unit Development (Case 2015-069) which proposes to develop a 94-acre site with 227 single-family homes and 53 townhomes.
- Development Form: Proposed single-family home lot sizes range from 4,400-8,400 square feet. Townhome lot sizes range from 2,400-3,000 square feet. The site plan indicates that the proposed lots on the south side (adjacent to existing single-family homes) are to be 7,200 square feet in size.
- Proposed Access: Ooltewah-Georgetown Road
- Proposed density is approximately 2.9 dwelling units per acre.

**Site Analysis****Site Description**

- The 94-acre site is located on the west side of Ooltewah-Georgetown Road approximately 1.7 miles south of the Mahan Gap Road intersection.
- Current Access: Ooltewah-Georgetown Road
- Development form: Adjacent lot sizes to the south are approximately 9,000-10,000 square feet. Adjacent properties to the north are large acre tracts (12-16 acres each).
- Land Uses: Single-family homes to the north, south, east, and west.
- Density: Average residential density of the existing neighborhood to the south is approximately 3.1 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- Properties to the north and east are zoned A-1 Agricultural District. The adjacent neighborhood to the south is zoned R-1 Residential Planned Unit Development.
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by the Hamilton County Commission in 2007) recommends Low Intensity Residential for this area which supports single-family homes and townhomes (if in a PUD) with a density of 3 dwelling units per acre or less.
- The A-1 Agricultural District (with or without a PUD) has a maximum density of 2 dwelling units per acre.
- An R-1 Planned Unit Development has a maximum density of 5.8 dwelling units per acre.

**Key Findings**

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area based on keeping a density around 3 dwelling units per acre and locating townhouses to the center of planned area.
- The proposed use is consistent with bordering southern uses.
- The proposal introduces a small percentage of townhouses which are a new development form for the area.
- The proposed residential density is compatible with the surrounding densities.
- The proposal would be an extension of an existing zone.

## PLANNING COMMISSION CASE REPORT

### Staff Recommendation

Approve, subject to the overall density not to exceed 3 dwellings per acre.



## 2015-068 Rezoning from A-1 to R-1

800 ft

Chattanooga Hamilton County Regional Planning Agency





# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-24B

(P.C. NO. 2015-068)

### A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 8217 AND 8219 OOLTEWAH GEORGETOWN ROAD

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 17, 2015, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road, **subject to the overall density not to exceed 3 dwellings per acre.** Two unplatted tracts of land located at 8217 and 8219 Ooltewah Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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County Clerk

Approved:

Vetoed:

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County Mayor

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June 17, 2015

---

Date

2015-068 Hamilton County  
May 11, 2015

RESOLUTION

WHEREAS, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District to R-1 Residential District, properties located at 8217 and 8219 Ooltewah Georgetown Road.

Two unplatted tracts of land located at 8217 and 8219 Ooltewah Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 11, 2015,

AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

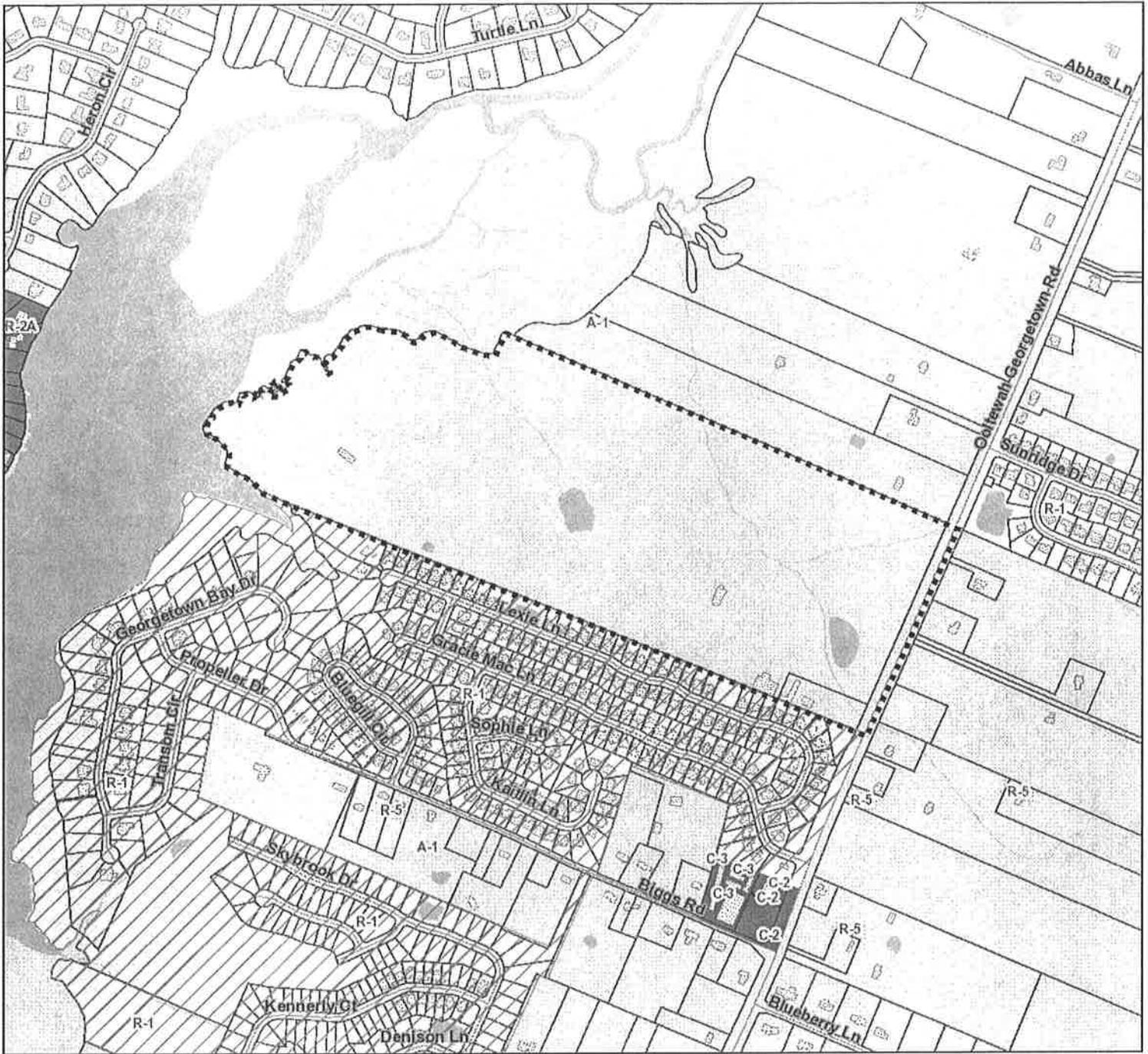
AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 11, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the overall density not to exceed 3 dwellings per acre.

Respectfully submitted,

  
John Bridger  
Secretary



## 2015-068 Rezoning from A-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-068:

Approve, subject to the overall density not to exceed 3 dwellings per acre.



800 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-068

PC Meeting Date: 05-11-15

**Applicant Request****A-1 Agricultural District to R-1 Residential District**

Property Location:	8217 & 8219 Ooltewah Georgetown Road
Property Owner:	Kinsman & Cheryl Wright
Applicant:	Map Engineers/ Spring Creek Investments

**Project Description**

- This rezoning R-1 request is in conjunction with a request for a Planned Unit Development (Case 2015-069) which proposes to develop a 94-acre site with 227 single-family homes and 53 townhomes.
- Development Form: Proposed single-family home lot sizes range from 4,400-8,400 square feet. Townhome lot sizes range from 2,400-3,000 square feet. The site plan indicates that the proposed lots on the south side (adjacent to existing single-family homes) are to be 7,200 square feet in size.
- Proposed Access: Ooltewah-Georgetown Road
- Proposed density is approximately 2.9 dwelling units per acre.

**Site Analysis****Site Description**

- The 94-acre site is located on the west side of Ooltewah-Georgetown Road approximately 1.7 miles south of the Mahan Gap Road intersection.
- Current Access: Ooltewah-Georgetown Road
- Development form: Adjacent lot sizes to the south are approximately 9,000-10,000 square feet. Adjacent properties to the north are large acre tracts (12-16 acres each).
- Land Uses: Single-family homes to the north, south, east, and west.
- Density: Average residential density of the existing neighborhood to the south is approximately 3.1 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- Properties to the north and east are zoned A-1 Agricultural District. The adjacent neighborhood to the south is zoned R-1 Residential Planned Unit Development.
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by the Hamilton County Commission in 2007) recommends Low Intensity Residential for this area which supports single-family homes and townhomes (if in a PUD) with a density of 3 dwelling units per acre or less.
- The A-1 Agricultural District (with or without a PUD) has a maximum density of 2 dwelling units per acre.
- An R-1 Planned Unit Development has a maximum density of 5.8 dwelling units per acre.

**Key Findings**

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area based on keeping a density around 3 dwelling units per acre and locating townhouses to the center of planned area.
- The proposed use is consistent with bordering southern uses.
- The proposal introduces a small percentage of townhouses which are a new development form for the area.
- The proposed residential density is compatible with the surrounding densities.
- The proposal would be an extension of an existing zone.

## PLANNING COMMISSION CASE REPORT

### Staff Recommendation

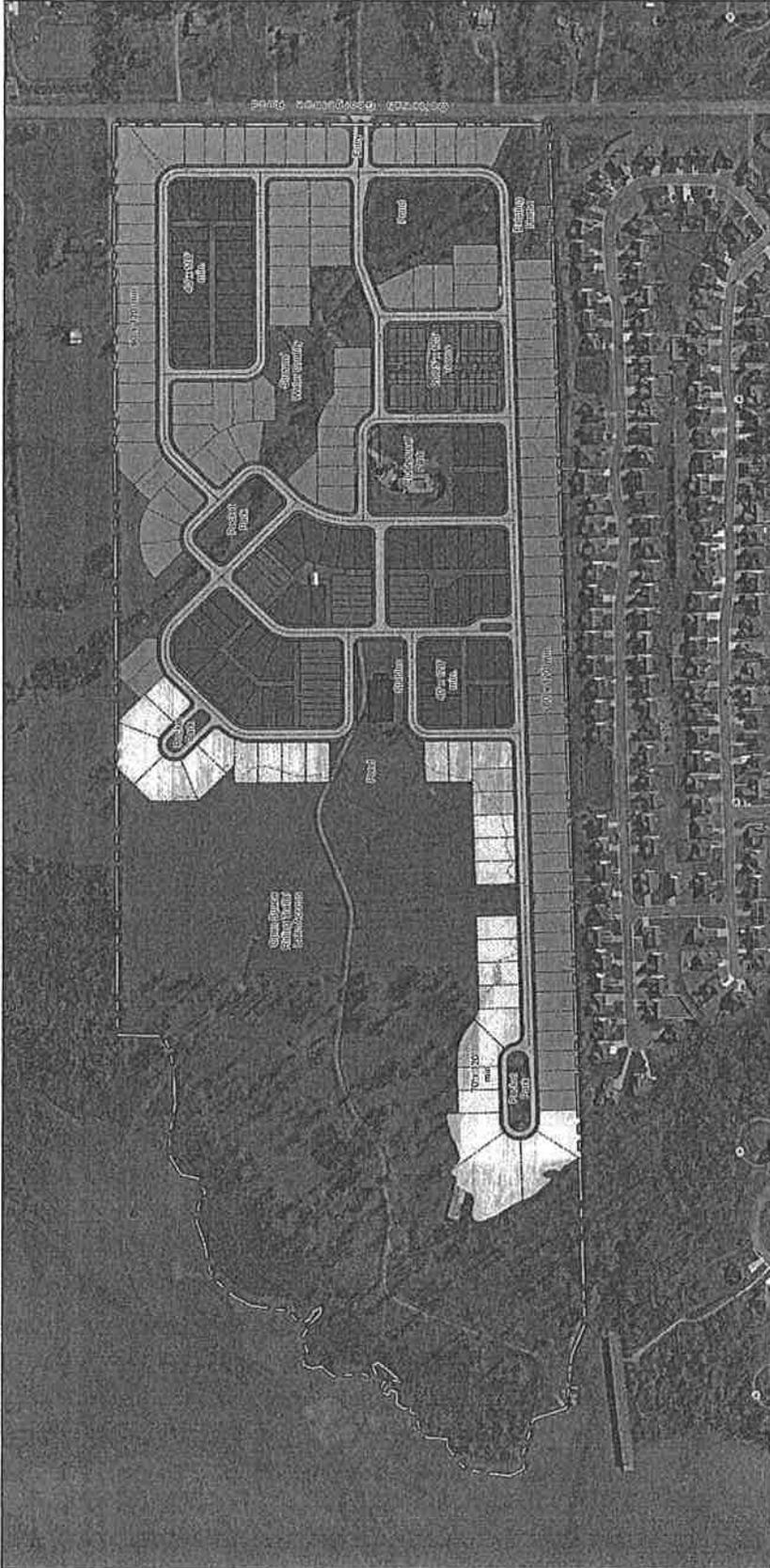
Approve, subject to the overall density not to exceed 3 dwellings per acre.



## 2015-068 Rezoning from A-1 to R-1

800 ft

Chattanooga Hamilton County Regional Planning Agency



Site Tabulations

Site Acreage:	44.84 ac
Proposed Units:	68
70' x 120' Lots:	81
42' x 55' x 110' or 120' Lots:	115
60' x 120' Lots:	30
70' x 120' Casework Lots:	0
Existing Paved (Total):	380 (3.0 ac)



*--- yellow dotted line is area to be rezoned w/ property lines*  
*Sidewalks included along each roadway*

**RECEIVED**  
 MAR 23 2015  
 Chattanooga Hamilton County  
 Regional Planning Agency  
 Development Services

Concept Master Plan

Date: August 1, 2014  
 Project: Bayview  
 Prepared by: DesignStudio  
 Project No.: 1000

L1.0

2015-068



# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-26

(P.C. NO. 2015-069)

### A RESOLUTION GRANTING A SPECIAL PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED AT 8217 AND 8219 OOLTEWAH-GEORGETOWN ROAD

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road , and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 17, 2015, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road. Two unplatted tracts of land located at 8217 and 8219 Ooltewah-Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the attached map.

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

June 17, 2015

\_\_\_\_\_  
Date

2015-069 Hamilton County  
May 11, 2015

RESOLUTION

WHEREAS, MAP Engineers & Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road.

Two unplatted tracts of land located at 8217 and 8219 Ooltewah-Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 11, 2015,

AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, there was opposition present to the petition,

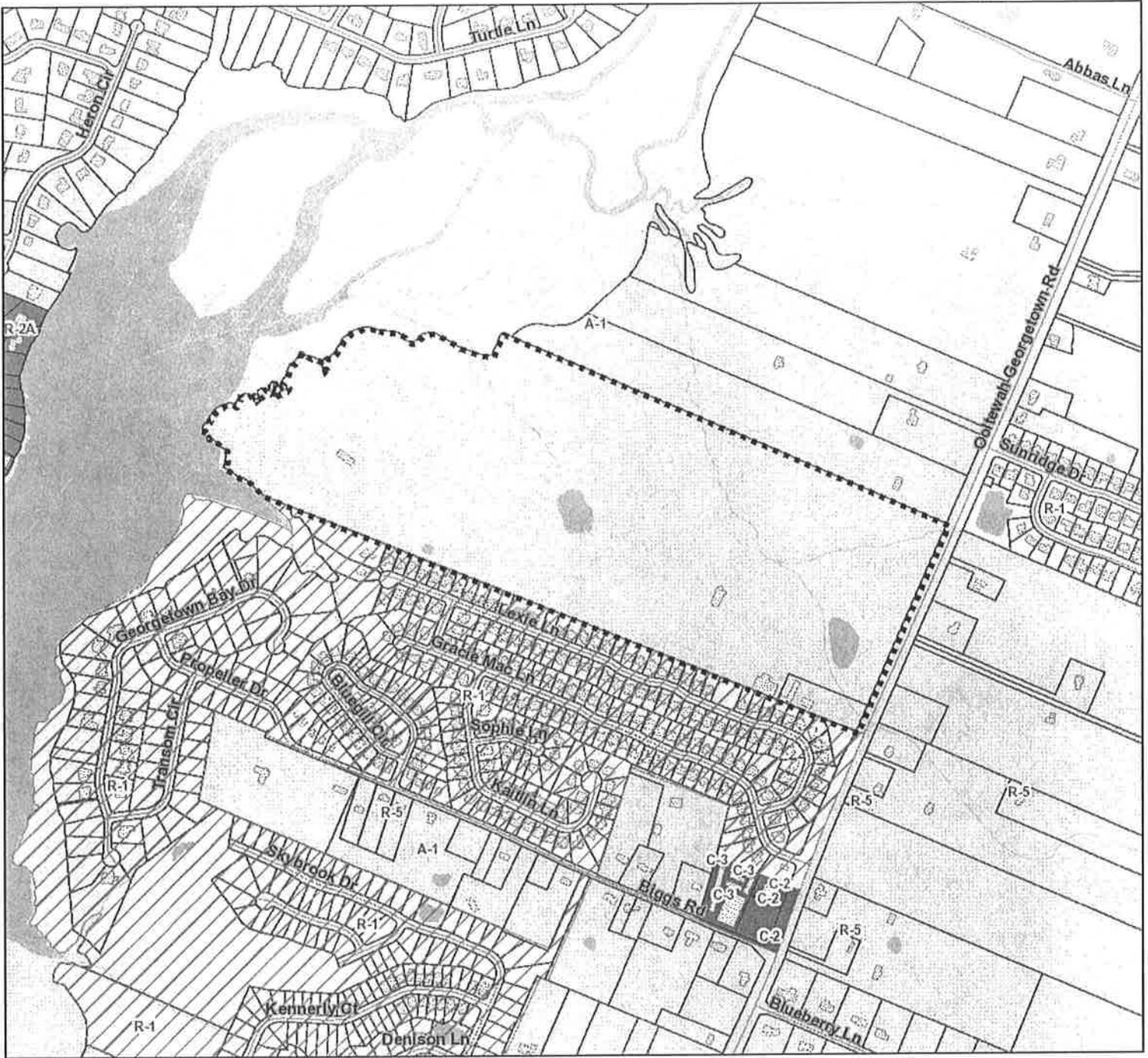
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 11, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2015-069 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-069:

Approve



800 ft



Chattanooga Hamilton County Regional Planning Agency



# PLANNING COMMISSION CASE REPORT

Case Number: 2015-069

PC Meeting Date: 05-11-15

## Applicant Request

### Planned Unit Development

Property Location:	8217 & 8219 Ooltewah Georgetown Road
Property Owner:	Kinsman & Cheryl Wright
Applicant:	Map Engineers/ Spring Creek Investments

### Project Description

- This request for a Planned Unit Development is in conjunction with a request to rezone the same properties to R-1 Residential District (Case 2015-068).
- The PUD Plan proposes to develop the 94-acre site with 227 single-family homes and 53 townhomes.
- Development Form: Proposed single-family home lot sizes range from 4,400-8,400 square feet. Townhome lot sizes range from 2,400-3,000 square feet. The site plan indicates that the proposed lots on the south side (adjacent to existing single-family homes) are to be 7,200 square feet in size.
- Proposed Access: Ooltewah-Georgetown Road
- Proposed density is approximately 2.9 dwelling units per acre.

## Site Analysis

### Site Description

- The 94-acre site is located on the west side of Ooltewah-Georgetown Road approximately 1.7 miles south of the Mahan Gap Road intersection.
- Current Access: Ooltewah-Georgetown Road
- Development form: Adjacent lot sizes to the south are approximately 9,000-10,000 square feet. Adjacent properties to the north are large acre tracts (12-16 acres each).
- Land Uses: Single-family homes to the north, south, east, and west.
- Density: Average residential density of the existing neighborhood to the south is approximately 3.1 dwelling units per acre.

### Zoning History

- The site is currently zoned A-1 Agricultural District.
- Properties to the north and east are zoned A-1 Agricultural District. The adjacent neighborhood to the south is zoned R-1 Residential Planned Unit Development.
- There has been no recent zoning activity on this site.

### Plans/Policies/Regulations

- The Wolftever Creek Area Plan (adopted by the Hamilton County Commission in 2007) recommends Low Intensity Residential for this area which supports single-family homes and townhomes (if in a PUD) with a density of 3 dwelling units per acre or less.
- The A-1 Agricultural District (with or without a PUD) has a maximum density of 2 dwelling units per acre.
- An R-1 Planned Unit Development has a maximum density of 5.8 dwelling units per acre.

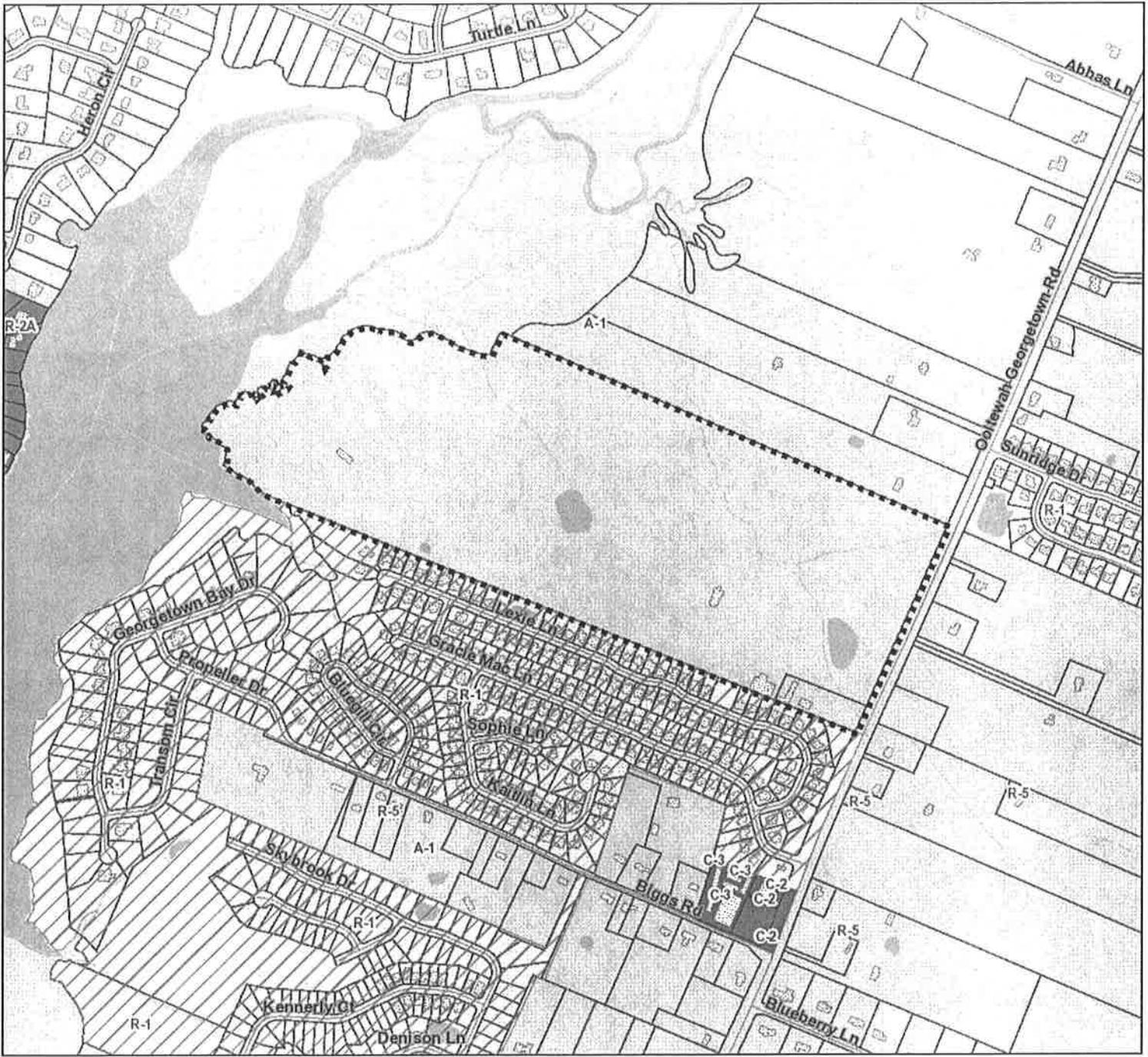
## Key Findings

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area based on keeping a density around 3 dwelling units per acre and locating townhouses to the center of planned area.
- The proposed use is consistent with bordering southern uses.
- The proposal introduces a small percentage of townhouses which are a new development form for the area.
- The proposed residential density is compatible with the surrounding densities.

# PLANNING COMMISSION CASE REPORT

**Staff Recommendation**

Approve



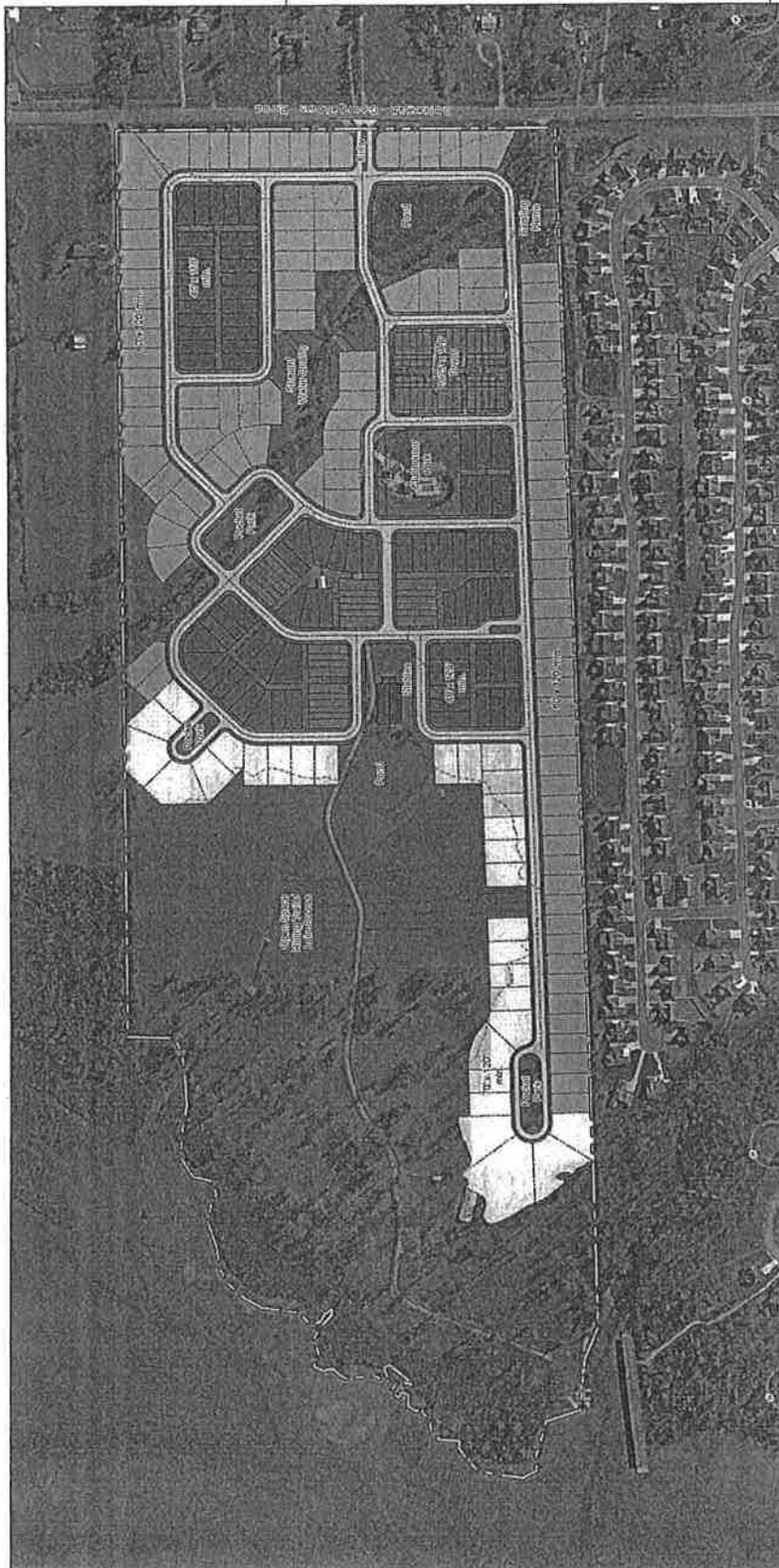
2015-069 Special Exceptions Permit for a Residential PUD





Chattanooga Hamilton County Regional Planning Agency

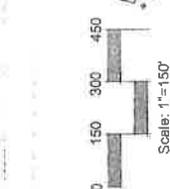




Concept Master Plan

Site Tabulations

Site Acctg:	11.04 ac
Product Area (sq ft)	53
20 x 25' x 120' Townhomes	81
42-565' x 110' or 127' Lots	115
89' x 120' Lots	30
79' x 120' Leasehold Lots	30
Existing Home (total)	200 (0.04 ac)



*Line is marked  
 to be removed  
 re-proposed line  
 Submittals included along  
 east boundary*

**RECEIVED**  
 MAR 23 2015  
 Chattanooga Hamilton County  
 Regional Planning Agency  
 Development Services

L1.0

2015-069

Project No. 1409  
 Date: August 4, 2014  
 Title: Site Information related  
 to Hamilton County  
 Hamilton County  
 Hamilton County



# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-26A

(P.C. NO. 2015-069)

### A RESOLUTION GRANTING A SPECIAL PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED AT 8217 AND 8219 OOLTEWAH-GEORGETOWN ROAD

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers, Spring Creek Investments & Kinsman & Cheryl Wright requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 17, 2015, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road, **subject to: The developer will be required to install a north bound, left turn lane on Ooltewah Georgetown Road into the new development. Plans for the turn lane shall be prepared by a licensed engineer and submitted to the Hamilton County Engineering Department for approval.** Two unplatted tracts of land located at 8217 and 8219 Ooltewah-Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the

attached map.

**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

June 17, 2015

\_\_\_\_\_

Date

2015-069 Hamilton County  
May 11, 2015

RESOLUTION

WHEREAS, MAP Engineers & Spring Creek Investments & Kinsman & Cheryl Wright petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Permit for a Residential Planned Unit Development for properties located at 8217 and 8219 Ooltewah-Georgetown Road.

Two unplatted tracts of land located at 8217 and 8219 Ooltewah-Georgetown Road, being the properties described in Deed Book 4056, Page 906, ROHC. Tax Maps 104-087 and 104-087.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 11, 2015,

AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, there was opposition present to the petition,

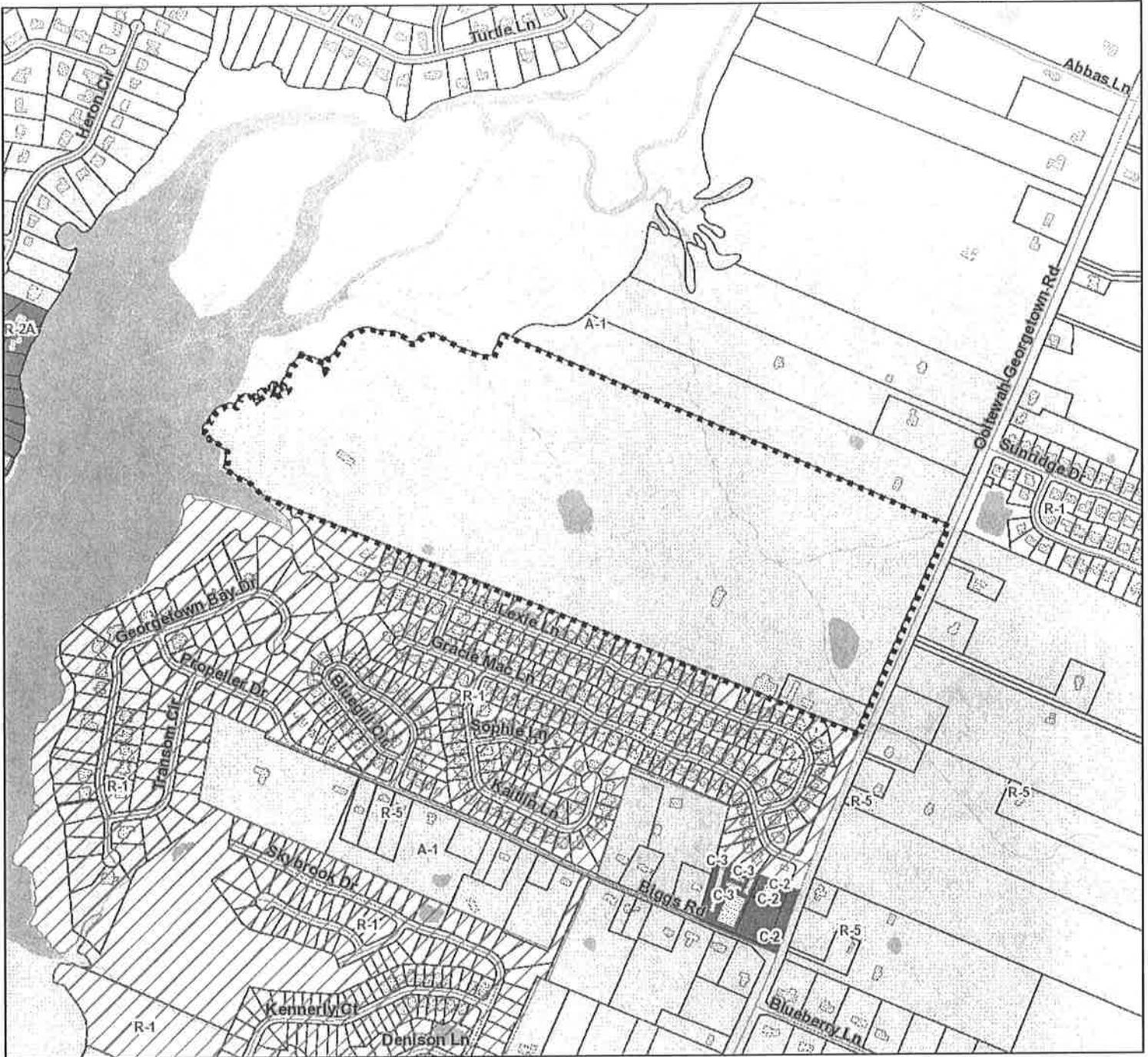
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 11, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2015-069 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-069:

Approve



800 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-069

PC Meeting Date: 05-11-15

**Applicant Request****Planned Unit Development**

Property Location:	8217 & 8219 Ooltewah Georgetown Road
Property Owner:	Kinsman & Cheryl Wright
Applicant:	Map Engineers/ Spring Creek Investments

**Project Description**

- This request for a Planned Unit Development is in conjunction with a request to rezone the same properties to R-1 Residential District (Case 2015-068).
- The PUD Plan proposes to develop the 94-acre site with 227 single-family homes and 53 townhomes.
- Development Form: Proposed single-family home lot sizes range from 4,400-8,400 square feet. Townhome lot sizes range from 2,400-3,000 square feet. The site plan indicates that the proposed lots on the south side (adjacent to existing single-family homes) are to be 7,200 square feet in size.
- Proposed Access: Ooltewah-Georgetown Road
- Proposed density is approximately 2.9 dwelling units per acre.

**Site Analysis****Site Description**

- The 94-acre site is located on the west side of Ooltewah-Georgetown Road approximately 1.7 miles south of the Mahan Gap Road intersection.
- Current Access: Ooltewah-Georgetown Road
- Development form: Adjacent lot sizes to the south are approximately 9,000-10,000 square feet. Adjacent properties to the north are large acre tracts (12-16 acres each).
- Land Uses: Single-family homes to the north, south, east, and west.
- Density: Average residential density of the existing neighborhood to the south is approximately 3.1 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- Properties to the north and east are zoned A-1 Agricultural District. The adjacent neighborhood to the south is zoned R-1 Residential Planned Unit Development.
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by the Hamilton County Commission in 2007) recommends Low Intensity Residential for this area which supports single-family homes and townhomes (if in a PUD) with a density of 3 dwelling units per acre or less.
- The A-1 Agricultural District (with or without a PUD) has a maximum density of 2 dwelling units per acre.
- An R-1 Planned Unit Development has a maximum density of 5.8 dwelling units per acre.

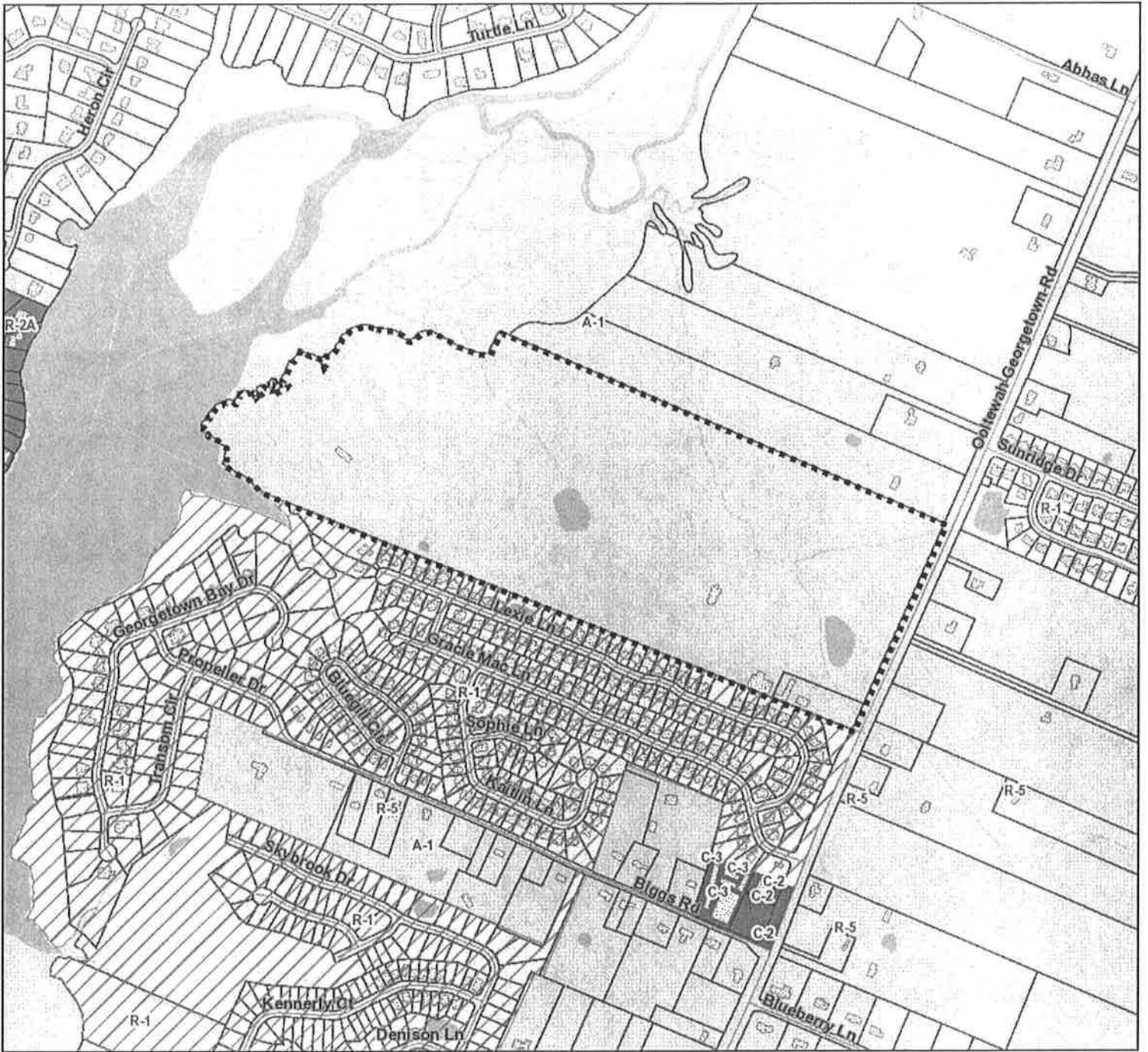
**Key Findings**

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area based on keeping a density around 3 dwelling units per acre and locating townhouses to the center of planned area.
- The proposed use is consistent with bordering southern uses.
- The proposal introduces a small percentage of townhouses which are a new development form for the area.
- The proposed residential density is compatible with the surrounding densities.

# PLANNING COMMISSION CASE REPORT

**Staff Recommendation**

Approve



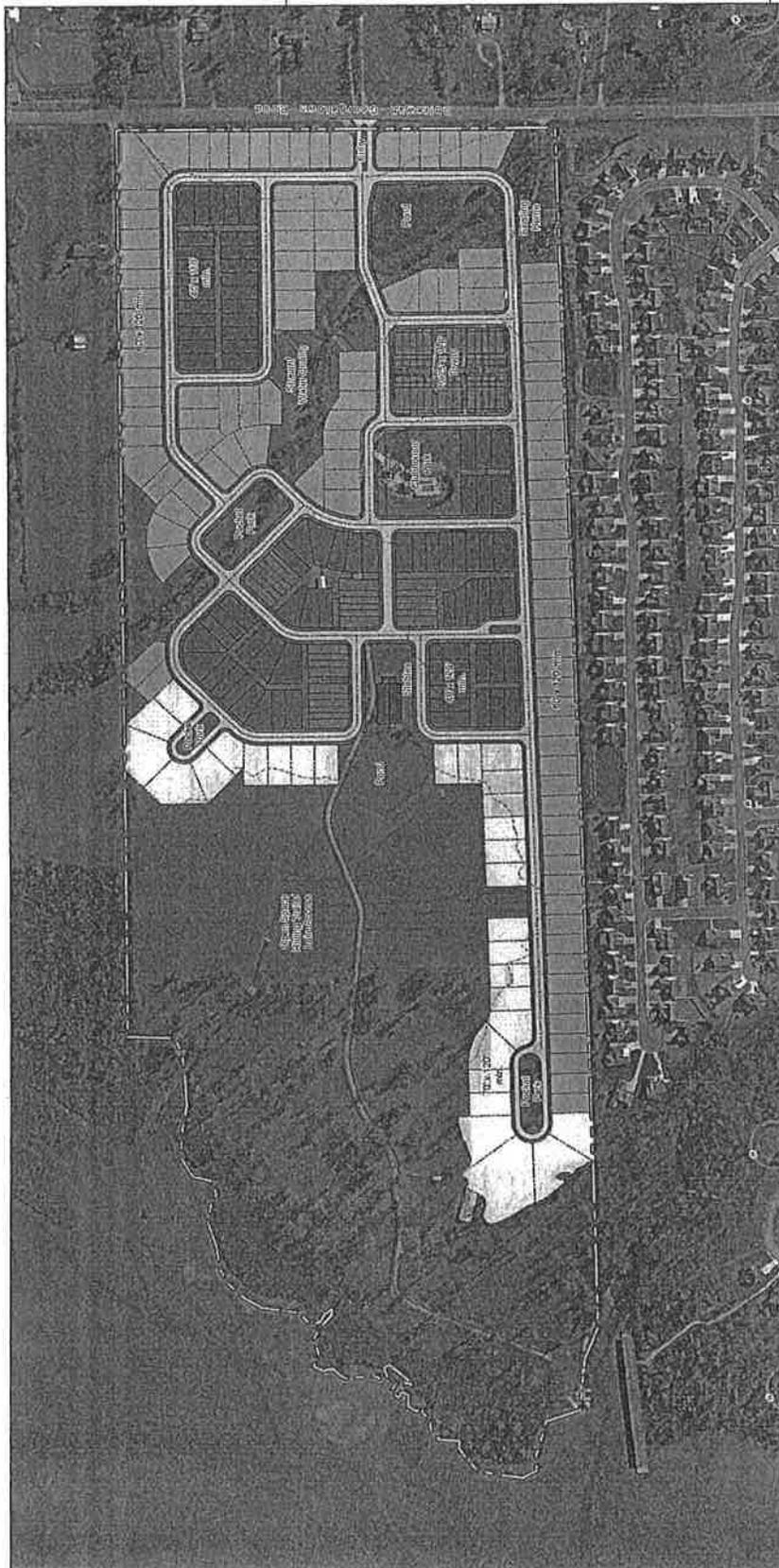
**2015-069 Special Exceptions Permit for a Residential PUD**





Chattanooga Hamilton County Regional Planning Agency





Concept Master Plan

Site Tabulations

Product Area (sq ft)	Count
20 x 25' x 120' Townhomes	53
42 x 55' x 110' or 127' Lots	81
80' x 120' Lots	115
70' x 120' Leasehold Lots	30
Existing Home (total)	260 (0.546)
<b>Total:</b>	<b>260 (0.546)</b>

Site Average: 41,04 ac

Project Area (sq ft): 20 x 25' x 120' Townhomes 53  
 42 x 55' x 110' or 127' Lots 81  
 80' x 120' Lots 115  
 70' x 120' Leasehold Lots 30  
 Existing Home (total) 260 (0.546)

Scale: 1"=150'

0 150 300 450

Site is marked with a grid. The grid is 150' x 150'. The site is located in the center of the grid. The site is bounded by a creek on the left and a road on the right. The plan shows a grid of lots with various shapes and sizes, connected by a network of roads. A creek flows through the site from the top left towards the bottom left. The surrounding area is mostly undeveloped land with some trees and a few buildings in the distance.

**RECEIVED**  
 MAR 23 2015  
 Chattanooga Hamilton County  
 Regional Planning Agency  
 Development Services

L1.0  
 2015-069

*Line is marked with a grid. The grid is 150' x 150'. The site is located in the center of the grid. The site is bounded by a creek on the left and a road on the right. The plan shows a grid of lots with various shapes and sizes, connected by a network of roads. A creek flows through the site from the top left towards the bottom left. The surrounding area is mostly undeveloped land with some trees and a few buildings in the distance.*

*Subsites included along east boundary*



## Hamilton County Board of Commissioners RESOLUTION

No. 615-27

A RESOLUTION ACCEPTING THE BID OF FORD OF MURFREESBORO FOR ONE (1) 4X4 UTILITY VEHICLE AMOUNTING TO \$27,239.00 FOR EMERGENCY SERVICES 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) 4X4 utility vehicle for Emergency Services; and,

WHEREAS, the bid from Ford of Murfreesboro amounting to \$27,239.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Ford of Murfreesboro for one (1) 4X4 utility vehicle amounting to \$27,239.00 for Emergency Services 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

June 17, 2015

\_\_\_\_\_  
Date



## Selected Options

Code	Description	MSRP
K8B	Base Vehicle Price (K8B)	32,700.00
100A	Equipment Group 100A	N/C
	<p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Engine: 3.5L Ti-VCT V6 (FFV)</li> <li>- Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.5L Ti-VCT V6 engine shipped to Federal Emissions States or Cross Border State dealers and is only available with a Federal emissions system. (FFV system not available with code 422 and requires code 936 or 423 if applicable for California Emissions State dealer destinations). Cross border states include AZ, DC, ID, NH, NV, OH, VA, WV.</li> <li>- Transmission: 6-Speed SelectShift Automatic</li> <li>- 3.65 Axle Ratio</li> <li>- GVWR: 6,160 lbs</li> <li>- Tires: P245/60R18 AS BSW</li> <li>- Wheels: 18" Painted Aluminum</li> <li>- Cloth Bucket Seats</li> <li>- Includes 8-way power driver seat with manual lumbar and recline, 4-way manual passenger seat and 4-way driver and front-passenger head restraints.</li> <li>- Radio: AM/FM Stereo w/Single CD/MP3 Capable</li> <li>- Includes 6 speakers.</li> <li>- SYNC</li> <li>- Includes enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink, media hub with (1) smart charging multimedia USB port.</li> </ul>	
998	Engine: 3.5L Ti-VCT V6 (FFV)	N/A
	<p><i>Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.5L Ti-VCT V6 engine shipped to Federal Emissions States or Cross Border State dealers and is only available with a Federal emissions system. (FFV system not available with code 422 and requires code 936 or 423 if applicable for California Emissions State dealer destinations). Cross border states include AZ, DC, ID, NH, NV, OH, VA, WV.</i></p>	
44J	Transmission: 6-Speed SelectShift Automatic	N/A
STDAX	3.65 Axle Ratio	N/A
STDGV	GVWR: 6,160 lbs	N/A
STDTR	Tires: P245/60R18 AS BSW	N/A
64H	Wheels: 18" Painted Aluminum	N/A
7	Cloth Bucket Seats	Included
	<p><i>Includes 8-way power driver seat with manual lumbar and recline, 4-way manual passenger seat and 4-way driver and front-passenger head restraints.</i></p>	
PAINT	Monotone Paint Application	N/A
113WB	113" Wheelbase	N/A
STDRD	Radio: AM/FM Stereo w/Single CD/MP3 Capable	N/A
	<p><i>Includes 6 speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- SYNC</li> <li>- Includes enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink, media hub with (1) smart charging multimedia USB port.</li> </ul>	
52T	Class III Trailer Tow Package	570.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro  
1550 N.W. Broad St., Murfreesboro,  
Tennessee, 37129  
Office: 888-505-4898

**2016 Explorer**  
4dr 4x4 Base(K8B)

## Selected Options (cont'd)

Code	Description	MSRP
16N	All Weather Floor Mats	75.00
7L	Medium Light Camel	N/C
YZ	Oxford White	N/C
SUBTOTAL		\$33,345.00
Destination Charge		\$895.00
TOTAL		\$34,240.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ford of Murfreesboro  
 1550 N.W. Broad St., Murfreesboro, Tennessee, 37129  
 Office: 888-505-4898

**2016 Explorer**  
 4dr 4x4 Base(K8B)

Major Equipment

(Based on selected options, shown at right)

3.5L V-6 DOHC w/SMPI 290hp  
 6 speed automatic w/OD

Exterior:Oxford White  
 Interior:Medium Light Camel

- \* 4-wheel ABS
- \* Terrain Management System
- \* Battery with run down protection
- \* Air conditioning
- \* AM/FM/Satellite-prep with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control, internet radio
- \* Daytime running
- \* Rear child safety locks
- \* Variable intermittent speed-sensitive wipers wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Rear window defroster
- \* Message Center
- \* Reclining front bucket seats
- \* 50-50 foldingsplit-bench
- \* No Boundaries Roof Rack

- \* Brake assistance
- \* P 245/60R18 BSW AS H-rated tires
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* Bluetooth wireless streaming
- \* LED brakelights
- \* Dual power remote mirrors
- \* 18 x 7.5 aluminum wheels
- \* Driver and front passenger seat mounted side airbags
- \* SecuriLock immobilizer
- \* Tachometer
- \* Underseat ducts
- \* 60-40 folding 2nd row split-bench
- \* Audio control on steering wheel
- \* Class III hitch

Fuel Economy

**City**  
N/A



**Hwy**  
N/A

Selected Options

MSRP

STANDARD VEHICLE PRICE	\$32,700.00
Equipment Group 100A	N/C
Engine: 3.5L Ti-VCT V6 (FFV)	N/A
Transmission: 6-Speed SelectShift Automatic	N/A
3.65 Axle Ratio	N/A
GVWR: 6,160 lbs	N/A
Tires: P245/60R18 AS BSW	N/A
Wheels: 18" Painted Aluminum	N/A
Cloth Bucket Seats	Included
Monotone Paint Application	N/A
113" Wheelbase	N/A
Radio: AM/FM Stereo w/Single CD/MP3 Capable	N/A
SYNC	N/A
All Weather Floor Mats	\$75.00
Class III Trailer Tow Package	\$570.00
Oxford White	N/C
Medium Light Camel	N/C

Upfit Options

SUBTOTAL	\$33,345.00
Destination Charge	\$895.00
<b>TOTAL</b>	<b>\$34,240.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Bid#: 0515-164 (1) 4X4 Utility Vehicle  
Hamilton County, Tennessee

**SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for one (1) new and unused 4X4 utility vehicle for Hamilton County Emergency Services. Bid pricing must include shipping/delivery to Chattanooga, Tennessee.

**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 May 22, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0515-164: Utility Vehicle". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0515-164: 4X4 Utility Vehicle <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**CONTACTS:**

Questions regarding product specifications should be directed to Tony Reavley, Director, Hamilton County Emergency Services at (423) 209-6900 or treavley@hamiltontn.gov.

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

Bid#: 0515-164 (1) 4X4 Utility Vehicle  
 Hamilton County, Tennessee

**DETAILED BID SPECIFICATIONS – One (1) 4X4 Utility Vehicle:**

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

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

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Engine Size:</b> V- 6 Gasoline			
<b>Drive Train:</b> Four wheel drive			
<b>Wheelbase:</b> 112” – 116”			
<b>Cargo Capacity:</b> 43 cu.ft. minimum with 2 <sup>nd</sup> seat up			
<b>Alternator:</b> 130 amp minimum			
<b>Fuel Tank:</b> Minimum 18 gallons			
<b>Exterior Color:</b> To be determined			
<b>Interior Color:</b> Blue or Grey or Stone			
<b>Radio:</b> AM/FM Stereo w/CD			
<b>Tires:</b> Five (5) full size 245/65Rx17 all terrain			
<b>Wheels:</b> 17” Aluminum or Styled Steel			
<b>Shock Absorbers:</b> Heavy Duty			
<b>Glass:</b> Privacy Glass			
<b>Instrumentation:</b> Full instrumentation to include climate indicator/outside temperature.			

Bid#: 0515-164 (1) 4X4 Utility Vehicle  
Hamilton County, Tennessee

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Payload Capacity:</b> 1000 lbs. minimum			
<b>Transmission:</b> Minimum 6-speed Automatic			
<b>Passenger Capacity:</b> Minimum 5 passenger w/ third seat			
<b>Bumpers:</b> Front and rear bumpers color coded to vehicle color			
<b>Mirrors:</b> Dual Outside Mirrors, power-adjustable			
<b>Power Windows &amp; Door Locks:</b> Front & rear required			
<b>Brakes:</b> 4-wheel antilock heavy duty power brakes (ABS)			
<b>Flooring:</b> Carpet w/rubber floor mats			
<b>Seats:</b> Front Bucket seats w/floor console and additional power points			
<b>Overhead Console:</b> Storage w/light			
<b>Vehicle Cab Height:</b> Minimum 70 inches			
<b>Ground Clearance:</b> 7.8 inches minimum			
<b>Rear Lift gate:</b> One piece rear lift gate/door			
<b>Coolers:</b> Auxiliary transmission & engine oil coolers			
<b>Parking Brake:</b> Foot operated/hand released parking brake			
<b>Hood Release:</b> Remote			
<b>Windshield Wipers:</b> Intermittent / variable front & rear			
<b>Air Conditioning:</b> Front & Rear factory installed			
<b>Doors:</b> Four (4) doors			
<b>Towing Package:</b> Minimum 5,000 lbs. w/ 7 point connector w/ hitch-receiver			
<b>Fog Lamps:</b> Halogen			
<b>All Standard Equipment furnished by Manufacturer</b>			

Bid#: 0515-164 (1) 4X4 Utility Vehicle  
Hamilton County, Tennessee

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Include Manufacturer's warranty information			

**Pricing:**

A. Make/Model: \_\_\_\_\_

B. Total Bid Price: \_\_\_\_\_

C. Delivery: \_\_\_\_\_

D. Terms: \_\_\_\_\_

**Bid Submitted By:**

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

**Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

Bid#: 0515-164 (1) 4X4 Utility Vehicle  
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, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

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

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

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



**Hamilton County, Tennessee On-Line Bid Administration System**

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Logged in as: lindac@mail.hamiltontn.gov  
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**Solicitation - Log**

5/12/2015 8:12 AM Eastern

Solicitation Title: (1) 4X4 Utility Vehicle

Number: 0515-164

Bids Due: 5/22/2015 10:30:00 AM Eastern

Status: Open

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

Message Summary

Message Detail

Document Detail

**Message Summary**

export



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Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
5/12/2015 8:11:37AM	Eastern	Linda Chumbler	<a href="#">0515-164 - (1) 4X4 Utility Vehicle</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	194	5

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

**Please run the attached ad on May 12, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) new & unused 4X4 Utility Vehicle will be opened at 10:30 AM (ET) on May 22, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



(1) 4X4 Utility Vehicle  
 May 22, 2015

Emergency Services  
 10:30 A.M.

Vendors:	Ford of Murfreesboro	Prater Ford, Inc.	Landers Ford	Sam Swope Auto Group	Landers Ford (Alternate)
Total Bid Price:	\$27,239.00	\$27,490.00	\$28,539.00	\$29,810.00	\$29,866.00
Make/Model:	2016 Ford Explorer	2016 Ford Explorer	2016 Ford Explorer	2015 Jeep Grand Cherokee	2015 Ford Explorer
Delivery:	14-16 wks.	10-12 wks.	60-90 days	90-120 days	7-10 days
Net:	Net 30	C.O.D.	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	5/12/2015
Vendor Notification:	194
Vendor Response:	6
Budgeted:	Capital Outlay

Submitted a bid, but did not meet specs:  
 Ted Russell Ford



# Hamilton County Board of Commissioners RESOLUTION

No. 615-28

A RESOLUTION ACCEPTING THE PROPOSAL OF ASI COBRA, LLC FOR COBRA ADMINISTRATION SERVICES, BEGINNING JULY 1, 2015, THROUGH JUNE 30, 2018, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS, FOR THE HUMAN RESOURCES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the proposal from ASI COBRA, LLC was considered to be the lowest and best proposal received; and,

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

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

That the proposal of ASI COBRA, LLC for COBRA Administration Services, beginning July 1, 2015, through June 30, 2018, with the option to renew for three (3) additional one (1) year periods, for the Human Resources Department is hereby accepted, said proposal being the lowest and best proposal received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 17, 2015

Date



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation 0415-150 - Log**  
**COBRA Administration Services**

**4/10/2015 8:36 AM Eastern**

Bids Due Date/Time: 5/07/2015 1:30:00 PM Eastern

**Visible to Vendors:** Currently Visible    **Bids Due:** 5/07/2015 1:30:00 PM Eastern  
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Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
4/10/2015 8:36:10AM	Eastern	Linda Chumbler	0415-150 - COBRA Administration Services	Invitation	Please click on the above solicitation number to access proposal documents.	263	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

**Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Friday, April 10, 2015**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals for COBRA Administration of the County's Health and Dental plans. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 1:30 p.m. (Eastern) on May 7, 2015.

Gail B. Roppo  
Director of Purchasing



**Recommendation:** Based on the evaluation by our Human Resources Department and the County's external benefits consultant, ASI (Application Software, Inc.) is the recommended provider for our COBRA Administration. While the per employee per month charge for TASC, Bennefits Connection and PayFlex reflect a fairly close monthly fee per employee, ASI quoted a per participant fee which will equate to a large monthly savings to Hamilton County. Instead of paying a per employee fee for the total number of Hamilton County Employees, ASI will allow a flat fee per COBRA participant. ASI also requires no implementation fee and the fee for any Annual Open Enrollment packets is considerably less than all of the other vendors. ASI will assign a management team for Hamilton County Government.

	Total Administrative Services Corp. (TASC)	Bennefits Connection	Application Software, Inc. (ASI)	PayFlex
Monthly Fee (per employee per month - pepm)	\$0.65 / pepm	\$0.45 / pepm	--	\$0.55 / pepm
Per Participant Fee (per month for those actively on COBRA)	N/A	N/A	\$5.00 / month	N/A
Implementation Fee (One Time)	None	\$300.00	None	\$750.00
Qualifying Event (one time charge for those experiencing a qualifying event)	--	--	\$15.00	--
Open Enrollment Packet & Mailing - estimated per year	\$30.00 per packet	None Listed	\$8.00 per Annual Enrollment Packet	Wire Fee -\$15 per wire / \$15.00 per packet
New Hire Fee (not added to total)	--	\$6.00 per new hire	\$3.00 per new hire	--
<b>Estimated Annual Cost</b>	<b>\$14,383.20</b>	<b>\$11,355.60</b>	<b>\$5,829.00</b>	<b>\$12,920.40</b>



# Hamilton County Board of Commissioners RESOLUTION

No. 615-29

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 A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$116,220.00 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, 2015 THROUGH JUNE 30, 2016.

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 increased 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 a continuation contract in the amount of \$116,220.00 for the provision of primary care services to uninsured adults in Hamilton County at the Homeless Health Care Center.

**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

June 17, 2015

\_\_\_\_\_  
Date



## ENDOWMENT GRANT CONTRACT

<b>Begin Date</b> JULY 1, 2015	<b>End Date</b> JUNE 30, 2016	<b>Agency Tracking #</b> 34352-10316	<b>Edison Record ID</b>		
<b>Grantee Legal Entity Name</b> CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT HOMELESS HEALTH CARE CENTER			<b>Edison Vendor ID</b>  04208		
<b>CFDA #</b> N/A					
<b>Service Caption (one line only)</b> PRIMARY CARE SERVICES TO UNINSURED ADULTS AGES 19 THROUGH 64 YEARS					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016	\$116,220				\$116,220
<b>TOTAL:</b>	\$116,220				\$116,220
<b>Ownership/Control</b>					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive selection			N/A		
<input checked="" type="checkbox"/> Non-competitive selection			The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class".		
<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>CPO USE - EG</i>	
<b>Speed Chart (optional)</b> HL00012146		<b>Account Code (optional)</b> 71301000			

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

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 Homeless Health Care Center, hereinafter referred to as the "Grantee," is for the provision of primary care services to uninsured adults ages 19 through 64, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Tennessee Government Entity.  
Grantee Edison Vendor ID # 04208

**A. SCOPE OF SERVICES:**

A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. Service Definitions.

- a. "Department" means the Tennessee Department of Health.
- b. "FQHC" means - Federally-funded health centers. The centers are public and private non-profit clinics that meet certain criteria under the Medicare and Medicaid programs and receive federal grant funds under the Health Center Program, established at Section 330 of the Public Health Service Act (PHSA). Some target specially defined populations such as migrant and seasonal farmworkers or homeless persons, while others target a general community and are commonly referred to as "community health centers." These facilities meet the requirements of 42 U.S.C. § 1396d(l)(2)(B) and 42 U.S.C. § 254b.
- c. "FQHC" Look-Alike means- Federally-funded health centers that are public and private non-profit clinics that meet certain criteria under the Medicare and Medicaid program but do not receive federal grant funds under section 330 of the public Health Services Act (PHSA). Some target specially defined populations such as migrant and seasonal farmworkers or homeless persons, while others target a general community and are commonly referred to as "community health centers." These facilities meet the requirements of 42 U.S.C. § 1396d(l)(2)(B)(iii) and 42 U.S.C. § 254b.
- d. "Health Care Safety Net Funds" is money set aside by Tenn.Code Ann. § 71-5-148 to expand and augment Tennessee's health care safety net.
- e. "Health Care Services" as applied to FQHC's by Tenn.Code Ann. § 71-5-148(2) means the same as "Primary Care" and "Required Primary Health Services" and "Behavioral Consultations" as applied to FQHC's by 42 U.S.C. § 254b and incorporated in 42 U.S.C. § 1396d(l)(2)(B).
- f. "Medical Encounter" means a day on which a primary care provider meets with an uninsured adult regardless of the number of procedures performed or the number of PCP's who see the uninsured adult.
- g. "Primary Care Provider" or "PCP" means a physician, licensed psychologist, licensed clinical social worker, nurse practitioner, certified nurse midwife, or physician assistant actively licensed to practice in Tennessee.

- h. "Sliding Scale" means the rates charged to an uninsured adult on the basis of 42 U.S.C. § 254b(k)(3)(G) and 42 C.F.R. § 51c.303(f).
  - i. "Uninsured Adult" means a patient aged nineteen (19) through sixty-four (64) years who is uninsured pursuant to Tenn.Code Ann. §71-5-148(a).
  - j. "Unduplicated Uninsured Adult Patient" means a patient is counted only once for each type of service, even if patient received services on multiple occasions during the grant period.
- A.3. Service Goals. To make accessible medical services to uninsured adults ages 19 through 64, by providing funds to support such services for those who lack financial resources to secure medical care. The Medical Assistance Act of 1968 was amended in 2005 to add Tenn. Code Ann. § 71-5-148 as part of Tennessee's health care safety net for uninsured adults. As a part of the safety net, pursuant to Tenn. Code Ann. § 71-5-148(a)(2), the General Assembly specifically provided for support to FQHC's to provide "health care services."
- A.4. Service Recipients. Service recipients shall be uninsured adults in Tennessee who need health care services by a primary care provider.
- A.5. Service Description. The Grantee shall use the health care safety net funds:
- a. To provide health care services to uninsured adults in Tennessee according to a sliding scale;
  - b. To provide the same standard of care to uninsured adults as is currently provided to the Grantee's other patients;
  - c. To maintain Grantee's status as an FQHC by meeting the requirements set out for FQHC's in 42 U.S.C. § 1396d(l)(2)(B), 42 U.S.C. § 1396d(l)(2)(B)(iii), and 42 U.S.C. § 254b. The Grantee shall continue to provide health care services, including access to pharmacy services, laboratory services, and specialty referral for uninsured adults;
- A.6. Service Reporting. The Grantee shall submit quarterly reports to the department (using Attachment 1) indicating the number of unduplicated uninsured adult medical encounters as follows:
- (1) First Quarter Report on or before October 31, 2015 (covering the period July 1, 2015 – September 30, 2015);
  - (2) Second Quarter Report on or before January 31, 2016 (covering the period October 1, 2015– December 31, 2015);
  - (3) Third Quarter Report on or before April 30, 2016 (covering the period January 1, 2016 – March 31, 2016); and
  - (4) Fourth Quarter Report on or before July 31, 2016 (covering the period April 1, 2016– June 30, 2016).
- A.7. Service Deliverable. The Grantee deliverable item is from the Grantee's Scope of Services A.5.

Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
Submit Quarterly Reports	A.6.	October 31, 2015 January 31, 2016 April 30, 2016 July 31, 2016	Community Health Systems Section	Original hardcopy- Attachment 1 (Signed in blue Ink) via US Mail to addressee & Copy Via e-mail addressee, Section E.2

- A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Grant Contract.

**B. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Sixteen Thousand Two Hundred Twenty Dollars (\$116,220). 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.
- C.2. Compensation Firm. The maximum liability of the State under this Grant Contract is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Scope of Services detailed in Section A, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be quarterly amounts paid upon approval of this Grant Contract and in the fourth, seventh, and tenth calendar months of the Grant period.

The State, at its sole discretion, shall determine the amount of each quarterly payment (the total of which shall not exceed the maximum liability of the Grant Contract). Each payment shall be based on the number of Grantee uninsured adult medical encounters as a proportion of the total uninsured adult medical encounters of all FQHCs and FQHC Look-Alikes during the preceding three (3) calendar month period just ended. Accordingly, quarterly payments shall be contingent upon State receipt of required reports from the Grantee indicating the number of uninsured adult medical encounters. The Grantee's failure to provide reports as required may result in the Grantee not receiving one or more quarterly payments.

- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.

- C.5. 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, compliance with the Grant Scope of Services, or as approval of any amount as an allowable cost.
- C.6. Unallowable Expenditures. The Grantee shall be subject to repayment of Grant amounts 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 expenditures.
- C.7. 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.
- 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 the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly

or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

D.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:

Angie Allen  
Community Health Systems Director  
Office of Rural Health & Health Access  
Division of Health Disparities  
Tennessee Department of Health  
Andrew Johnson Tower, 2<sup>nd</sup> Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Email Address: TDOH-SNS@tn.gov  
Telephone: (615) 741-5226  
Fax: (615) 253-2100

The Grantee:

Rebekah Barnes, Administrator  
Chattanooga-Hamilton County Health Department Homeless Health Care Center  
921 East Third Street  
Chattanooga, Tennessee 37403  
Email Address: beckyb@mail.hamiltontn.gov  
Telephone: (423) 209-8000  
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. 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.

E.4. 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.5. 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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.6. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant 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 the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, 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.8. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

*Becky Barnes* 6-2-15

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**CONTRACTOR SIGNATURE** **DATE**

**Becky Barnes, Administrator**

---

**PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)**

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE** **DATE**

**Jim M. Coppinger, County Mayor**

---

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

**DEPARTMENT OF HEALTH:**

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



# Hamilton County Board of Commissioners RESOLUTION

No. 615-30

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ENTER INTO AND EXECUTE A CONTINUATION CONTRACT FOR \$616,300.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF BIOTERRORISM PREPAREDNESS ACTIVITIES FOR THE 12 MONTH TIME PERIOD BEGINNING JULY 1, 2015 – JUNE 30, 2016 AND TO AMEND THE HOMELAND SECURITY AND HOMELAND SECURITY-STATE APPR BUDGETS FOR FY 2016 BY ADDING \$79,300.00 TO THE REVENUE AND EXPENDITURE BUDGET.

**WHEREAS,** the overall objective of the Chattanooga-Hamilton County Health Department is to protect the public’s health; and,

**WHEREAS,** preparedness activities are necessary to achieve this objective; and,

**WHEREAS,** these activities are for the protection 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 continuation contract accepting \$616,300.00 in State funds for the purpose of providing Bioterrorism preparedness activities for the time period of July 1, 2015 – June 30, 2016 and to amend the FY 2016 revenue and expenditure budget of the Homeland Security by adding \$75,800.00 and to amend the FY 2016 revenue and expenditure of the Homeland State Security -State APPR by adding \$3,500.00.

**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

June 17, 2015

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> July 1, 2015	<b>End Date</b> June 30, 2016	<b>Agency Tracking #</b> 34360-31816	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Chattanooga-Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 93.069, 93.889</b>  <b>June 30, 2016</b>			
<b>Service Caption (one line only)</b> Public Health Emergency Preparedness					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2016		\$616,300.00			\$616,300.00
<b>TOTAL:</b>		<b>\$616,300.00</b>			<b>\$616,300.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		Federal preparedness funds are directed to Tennessee Metropolitan Emergency Preparedness programs to prepare for, respond to, and recover from public health threats. Funds are used to develop and maintain robust emergency preparedness programs and carry out the requirements of the CDC National Standards for State and Local Planning and ASPR National Guidance for Healthcare System Preparedness.			
<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>CPO USE - GG</i>		
<b>Speed Chart (optional)</b> HL00007869/HL00017108		<b>Account Code (optional)</b> 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Public Health Emergency Preparedness, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "ASPR" means Assistant Secretary for Preparedness and Response;
  - b. "CDC" means the "Centers for Disease Control and Prevention;
  - c. "EP" means Emergency Preparedness;
  - d. "HPP" means Healthcare Preparedness Program which is funded through ASPR;
  - e. "NIMS ICS" means National Incident Management System Incident Command System.
  - f. "PAHPRA Reauthorization Act" means the Pandemic and All Hazards Preparedness Reauthorization Act of 2013, which is codified as 42 U.S.C. § 300hh-1, et seq and is the congressional reauthorization mandate for public health emergency preparedness activities;
  - g. "PHEP" means Public Health Emergency Preparedness;
  - h. "TNHAN" means Tennessee Health Alert Network.
- A.3. Service Goals. The service goal of the EP program is to ensure federal preparedness funds are directed to Tennessee Regional and Metropolitan EP programs to prepare for, respond to, and recover from public health threats.
- A.4. Service Recipients. Those benefitting from this contract will be all people living in Hamilton County, including adults, children, infants, geriatrics, and other at-risk populations.
- A.5. Service Description. The Grantee shall use the grant funds to provide EP services defined as follows:
- a. The Grantee acknowledges that each staff member on Attachment 2 (Grant Budget) has read and will comply with the most current version of the document entitled "Program Guidance for Emergency Preparedness (EP) Programs", a copy of which has been provided to the Grantee and is maintained on file with the Tennessee Department of Health. The most current version of this document is also available to registered users of the TNHAN at: <https://tnhan.tn.gov>.
  - b. Provide PHEP base to include Pandemic Influenza Preparedness and HPP activities.

- c. Participate in the planning and coordination of needs assessment and service delivery in coordination with the State.
- d. Cooperate with the State as needed to provide inter-jurisdictional preparedness services, and/or complete forms and reports within a timeframe established by the State to facilitate proper oversight in the event of a coordinated emergency response.
- e. Designate, at a minimum, the following staff assigned with responsibilities as identified in the "Program Guidance for Emergency Preparedness (EP) Programs": Emergency Response Coordinator (ERC), Regional Hospital Coordinator (RHC), and Epidemiologist.
- f. Maintain a staffing level to adequately carry out activities. If at any time fewer than seventy-five percent (75%) of the positions funded through this grant contract are filled, immediately notify the EP Director and submit a corrective action plan which documents efforts to address the staffing deficiency.
- g. Ensure that all staff detailed in the attached budget complete appropriate NIMS ICS courses, as defined by their position and respond to/and report immediately if called upon by the State as part of a coordinated public emergency response.
- h. Maintain appropriate personnel records (e.g., time and attendance, leave, travel, etc.) for review by the State or other appropriate agency.
- i. Maintain an inventory of supplies for response to Pandemic Influenza, including, but not limited to: N95 respirators, gowns, gloves, and surgical masks.

A.6. 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 subsection b, below);
- b. The Program Guidance for Emergency Preparedness (EP) Programs.

A.7. Service Reporting. The Grantee shall report, to the State, all accomplishments as defined in the most current version of the document entitled "Program Guidance for Emergency Preparedness (EP) Programs," referenced in A.5.e. and A.6.b.

A.8. Service Deliverables.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom:</b>	<b>Requested Format</b>
Participate in the planning and coordination of needs assessment and service delivery in coordination with the State.	A.5.c.	On-going	TNHAN Document Repository	Variable, as defined in the manual entitled, "Program Guidance for Emergency Preparedness"

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Contract.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Sixteen Thousand Three Hundred Dollars (\$616,300) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. 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 Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) 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:

Judith Baker, EP Finance Director  
 Emergency Preparedness Program  
 Tennessee Department of Health  
 Communicable and Environmental Disease and Emergency Preparedness (CEDEP)  
 3rd Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 Email Address: Health.EP-Finance@tn.gov  
 Telephone # (615) 741-1915  
 FAX # (615) 532-5902

- 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: Department of Health, Communicable and Environmental Disease and Emergency Preparedness.
  - (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, 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 move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

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 4).

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the

maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. 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.
  - d. 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.
  - e. 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Term.
- 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 related matter. 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- 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 return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number 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 parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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. A termination for convenience shall not be a breach of this Grant 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, 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 Grant 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 remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 of Lobbying Activities," 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 31 U.S.C. § 1352.

D.8. 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Paul Petersen, Pharm.D., EP Director  
 Emergency Preparedness Program  
 Tennessee Department of Health  
 Communicable and Environmental Disease and Emergency Preparedness (CEDEP)  
 3<sup>rd</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 Email Address: Health.EP-Finance@tn.gov  
 Telephone # (615) 741- 8529  
 FAX # (615) 532-5902

The Grantee:

Rebecca Barnes, Director  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, TN 37403  
 Email Address: beckyb@hamiltontn.gov  
 Telephone # (423) 209-8000  
 FAX # (423) 209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant 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.
- D.10. 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant 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 the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant 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 Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. 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.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment (Attachment 5) to the Grant Contract.

- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, 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. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. 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.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. 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, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. 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.3. 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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, 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.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies 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 FFATA requirements, including but not limited to those below, 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 § 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>.)

As defined in 2 C.F.R. § 170.315, "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 Contract is established.
  - c. If this Grant Contract 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 Contract 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 Contract. 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 Contract for which the State may terminate this Grant Contract 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.8. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.9. Health Care Data. 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.

E.10. 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

93.069 and 93.889 – National Bioterrorism Hospital Preparedness Program and Public Health Emergency Preparedness Program

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

*Becky Green*

*6-2-15*

**GRANTEE SIGNATURE**

**DATE**

Becky Barnes, Administrator

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

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

Jim M. Coppinger, County Mayor

---

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

**DEPARTMENT OF HEALTH:**

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

**DATE**

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	34360-31816 Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	U90TP416968
Federal award date	08/10/2011 – 08/09/2016
CFDA number and name	93.069 Public Health Emergency Preparedness
Grant contract's begin date	07/01/2015
Grant contract's end date	06/30/2016
Amount of federal funds obligated by this grant contract	\$616,300.00
Total amount of federal funds obligated to the subrecipient	\$616,300.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$16,053,533.00
Name of federal awarding agency	CDC
Name and contact information for the federal awarding official	Centers for Disease Control and Prevention(CDC) Shicann Phillips (770)488-2809
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 1)

Chattanooga-Hamilton County Health Department - Public Health Emergency Preparedness (PHEP) Roll-Up				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$338,200.00	\$0.00	\$338,200.00
2	Benefits & Taxes	\$161,800.00	\$0.00	\$161,800.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$2,500.00	\$0.00	\$2,500.00
5	Supplies	\$22,400.00	\$0.00	\$22,400.00
6	Telephone	\$6,000.00	\$0.00	\$6,000.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$2,800.00	\$0.00	\$2,800.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$13,800.00	\$0.00	\$13,800.00
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>	\$68,200.00	\$0.00	\$68,200.00
22	Indirect Cost	\$0.00	\$61,300.00	\$61,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$616,300.00</b>	<b>\$61,300.00</b>	<b>\$677,600.00</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.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 2)

Chattanooga-Hamilton County Health Department - Public Health Emergency Preparedness (PHEP) Base Activities				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$288,900.00	\$0.00	\$288,900.00
2	Benefits & Taxes	\$141,000.00	\$0.00	\$141,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$2,500.00	\$0.00	\$2,500.00
5	Supplies	\$22,400.00	\$0.00	\$22,400.00
6	Telephone	\$6,000.00	\$0.00	\$6,000.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$2,800.00	\$0.00	\$2,800.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$10,300.00	\$0.00	\$10,300.00
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>	\$68,200.00	\$0.00	\$68,200.00
22	Indirect Cost	\$0.00	\$54,300.00	\$54,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$542,700.00</b>	<b>\$54,300.00</b>	<b>\$597,000.00</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.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

<b>SALARIES</b>				<b>AMOUNT</b>
Sabrina Novack, Regional ERC2	\$ 5,303.00	x 12	x 100%	\$63,636.00
Jennifer Lawson, Regional Nurse Specialist	\$ 4,308.58	x 12	x 100%	\$51,703.00
Amber Van, Nurse Trainer	\$ 3,258.17	x 12	x 100%	\$39,098.00
Carol Reese, ASA2	\$ 2,562.50	x 12	x 100%	\$30,750.00
Dan Walker, Epidemiologist	\$ 5,125.00	x 12	x 100%	\$61,500.00
Joshua Weaver, Volunteer Coordinator	\$ 3,178.75	x 12	x 100%	\$38,145.00
Jenny Wolverton, Hospital Coordinator	\$ 4,110.00	x 1	x 100%	\$4,110.00
<b>TOTAL ROUNDED</b>				<b>\$288,900.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>		<b>AMOUNT</b>
In-State Travel		\$5,550.00
Out-State Travel - HCC, San Diego, CA, one person		\$4,750.00
<b>TOTAL</b>		<b>\$10,300.00</b>

<b>CAPITOL PURCHASE</b>		<b>AMOUNT</b>
Generator Project		\$68,200.00
<b>TOTAL</b>		<b>\$68,200.00</b>

Chattanooga-Hamilton County Health Department - Healthcare Preparedness (HPP) Activities				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$49,300.00	\$0.00	\$49,300.00
2	Benefits & Taxes	\$20,800.00	\$0.00	\$20,800.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$3,500.00	\$0.00	\$3,500.00
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	\$0.00	\$7,000.00	\$7,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$73,600.00</b>	<b>\$7,000.00</b>	<b>\$80,600.00</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.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.





# Hamilton County Board of Commissioners RESOLUTION

No. 615-31

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH THOMPSON ENGINEERING FOR GEOENVIRONMENTAL INSPECTION NECESSARY FOR CONSTRUCTION OF THE SALE CREEK VOLUNTEER FIRE HALL HEADQUARTERS FOR AN AMOUNT NOT TO EXCEED \$167,680.00 OF PREVIOUSLY BUDGETED FUNDS.**

**WHEREAS, Resolution 614-34 was approved by this Legislative Body on June 18, 2014 approving hourly rates and testing service fees for the geoenvironmental services provided by Thompson Engineering; and,**

**WHEREAS, the total amount of the contract shall not exceed \$167,680.00 without approval by the County Commission; and,**

**WHEREAS, There are sufficient funds available for this project in the County's line of credit.**

**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 Thompson Engineering to provide geoenvironmental inspection for the construction of the Sale Creek Volunteer Fire Hall Headquarters for an amount not to exceed \$167,680.00.**

**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

June 17, 2015

\_\_\_\_\_  
Date



Thompson  
Engineering

REVISED June 4, 2015

ORIGINAL May 28, 2015

Mr. Brent Holmes, AIA  
Project Architect  
Engineering Department  
Hamilton County Government

RE: Sale Creek Fire Hall  
Special Inspections

Dear Mr. Holmes:

Thompson Engineering, Inc. is pleased to present this technical and fee proposal for your review and approval.

#### **SCOPE OF WORK**

Our staff will provide part time quality assurance and testing services consisting of steel construction inspection, concrete construction inspection, masonry construction inspection, and roofing inspection services.

##### **Steel Construction Inspection**

The steel construction inspection services shall include bolt inspection and welding inspection. Concrete construction inspection services shall include rebar placement inspection, field testing of concrete (i.e. air, slump, temperature of sample), casting of field samples and laboratory testing of taken samples, and visual observation during placement of structural concrete. Masonry construction inspection shall consist of visual inspection of block placement, visual inspection of rebar placement, grout sampling and testing, and visual observation during grout placement. The roofing inspection services shall include visual observation of the installation of roofing materials and the placement and attachment of the standing seam metal roof material.

The specific scope of work presented above considers the project information known at the time of this proposal preparation. If additional engineering, inspection, or testing matters are subsequently brought to our attention, our office will address them as requested.

##### **Material Sampling**

Soils intended for incorporation into the site as fill materials will be sampled and tested at TDOT minimum frequencies or as field perceived variances within the predetermined borrow pit boundary are encountered for the full loose (truck hauled measurement) total plan quantity is met.

##### **Material Testing**

All soils sampled will be tested by an approved laboratory with plan referenced procedures to determine suitability of classification, anticipated in-place performance by CBR as detailed in *GEOTECHNICAL ENGINEERING STUDY REPORT SALE CREEK VOLUNTEER FIRE DEPARTMENT HEADQUARTERS SALE CREEK, TENNESSEE* by Thompson Engineering, and target placement maximum dry density and optimum moisture values.

##### **Geotechnical Assessment of Test Results as Compared to the Site Survey and Plan Documents**

Certification of the suitability of submitted materials against the above referenced geotechnical report and accepted plan documents prior to excavation and hauling will be provided to the owner and their contractor by a registered geotechnical engineer. Engineering recommendations regarding the properties and use of the materials sampled will also be provided.

Thompson personnel did not visit the project site for the preparation of this proposal. It is our understanding that there are not site access restrictions, the project is currently readily assessable, if a site visit is performed.

**WORK SCHEDULE**

Immediately upon notice of authorization to proceed, we will schedule the personnel needed to complete this scope of work.

**AUTHORIZATION / COMPENSATION**

Thompson Engineering has evaluated the information provided by you in an email dated May 20, 2015. Accordingly, we have programmed a staff size consistent with the requirements outlined. Our team will include 2 people at the peak of construction activity. Staff size and utilization will increase where required to ensure adequate coverage of all activities and likewise decrease as work is completed.

With the type of construction & materials proposed, it is Thompson’s professional opinion, for this project that the owner’s should budget approximately 4% of construction costs for Civil Inspections Services. Based on the construction costs, our fee will not exceed \$167,680.00.

**POINT OF CONTACT**

The point of contact responsible for this project is Harry Hawkins. Harry can be reached at 423.991.8417 or [hhawkins@thompsonengineering.com](mailto:hhawkins@thompsonengineering.com).

**CLOSURE**

Name (Firm)	Title	Yrs. Of Exp.	Education	Registration
<b>KEY PERSONNEL</b>				
Harry Hawkins	Project Manager	28	BS/Civil Engineering	N/A
Jeff Alawine, RRO	Engineering Inspector	19	Continuing Education	Registered Roof Consultant #227 EDI-CEI AL #57 EDI-EIFS Third Party Inspector
Shawn Carlton	Engineering Inspector	9	AAS Civil Engineering Technology	NACE CIP Level I, NACE, Level II, SSPC BCI Level I, SSPC BCI Level II, OSHA 10 , OSHA 30 EIFS Inspector – 0254, E.D.I., EIFS
Bryce Moore	Engineering Inspector	19	Various Educational Programs	AL-006, ITC Certified Infrared Thermographer, Certified NORM Surveyor, Certified Niton Lead Surveyor
Trey Tomas	Investigative Engineering Technician	18	Various Educational Programs	AWS/CWI #05110831, NACE Level II Coating Inspector, Certified FHWA Bridge Inspector

Thompson Engineering was ranked as the No. 3 Engineering Design Firm for 2012 in *Business Alabama magazine*, and in the top half of the *Engineering News Record, Top 500 Design Firms*.

We are a multi-disciplined engineering firm with experienced personnel in construction and program management; engineering, environmental, and quality assurance inspection. Our organizational structure allows our team access to a highly qualified pool of talented professionals and support personnel necessary to meet your objectives. This integrated service offering allows for efficient design review and value engineering solutions in a “real time” manner, and it’s all in-house.

May 28, 2015  
– Revised June 4, 2015

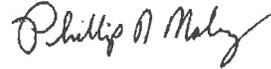
We are an employee-owned company that has operated on a sound financial basis since 1953 and maintains an impeccable reputation in the community.

Respectfully,

**THOMPSON ENGINEERING INC.**

A handwritten signature in black ink, appearing to be 'Harry Hawkins', written in a cursive style.

Harry Hawkins, BCE  
Tennessee Area Manager

A handwritten signature in black ink, appearing to be 'Phillip Mabry', written in a cursive style.

Phillip Mabry, PE  
Senior Geotechnical Engineer

Attachments:    Proposal Acceptance Sheet

**ACCEPTANCE**

The terms and conditions of this Proposal are accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**HAMILTON COUNTY GOVERNMENT**

**THOMPSON ENGINEERING, INC.**

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print/type name of authorized representative and title

\_\_\_\_\_  
Print/type name of authorized representative and title



## Hamilton County Board of Commissioners RESOLUTION

No. 615-32

**A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO CHANGE THE ROADWAY NAME FOR THE FOLLOWING DISTRICT ROAD: Winnepeg Court to Winnipeg Court.**

WHEREAS, Winnepeg Court was incorrectly named Winnepeg Court by Resolution Number 305-7; and,

WHEREAS, Winnipeg Court is the roadway name on Plat Book 77 Page 34; and,

WHEREAS, All property owners on this roadway use Winnipeg Court; and,

WHEREAS, This Resolution corrects the roadway name to Winnipeg Court;

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

1. Rename Winnepeg Court to Winnipeg Court.
2. That the speed limit on said road shall remain as originally accepted and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

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

June 17, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 615-33

A RESOLUTION ACCEPTING THE BID OF J&J CONTRACTORS, INC. FOR CONSTRUCTION OF THE DALLAS BAY FIRE HALL #2 RENOVATIONS AND ADDITIONS AMOUNTING TO \$2,756,200 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for construction of the Dallas Bay Fire Hall #2 renovations and additions; and,

WHEREAS, the bid from J&J Contractors, Inc. amounting to \$2,756,200 was considered to be the lowest and best bid received; and,

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

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

That the bid of J&J Contractors, Inc. for construction of the Dallas Bay Fire Hall #2 renovations and additions amounting to \$2,756,200 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

June 17, 2015

\_\_\_\_\_  
Date



June 1, 2015

Ms. Gail Roppo, Director  
Hamilton County Purchasing Department  
117 East Seventh Street, 5th Floor Newell Tower  
Chattanooga, Tennessee 37402

**Subject: Alterations and Additions to Dallas Bay Fire Hall #2  
Hamilton County Project No: 14-902**

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department on May 28, 2015 at 10:00 am. The total bid prices for each bidder, which includes pricing of Alternates 1, 2, 3 and 4 are shown below. Itemized prices are listed in the attached Bid Tabulation and Summary of Proposals.

J&J Contractors	\$2,756,200.00
P&C Construction, Inc.	\$3,131,400.00
Construction Consultants	\$3,019,500.00

The bid of \$2,756,200 is considered to be competitive and in line with present construction pricing levels. J&J Contractors, Inc. is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to J&J Contractors, Inc..

Sincerely,

Michael A. Lane, AIA  
Artech Design Group, Inc.

Attachment: Bid Tabulation

cc: Autumn Friday

LEGAL AD

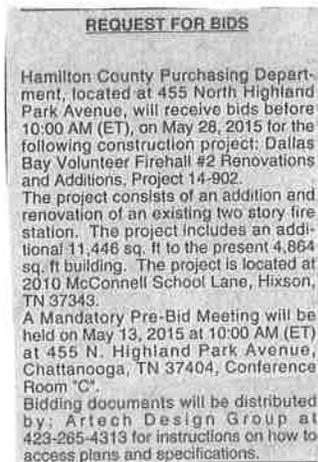
Please run the attached ad on April 24, 2015

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before 10:00 AM (ET), on May 28, 2015 for the following construction project: Dallas Bay Volunteer Firehall #2 Renovations and Additions, Project 14-902.

The project consists of an addition and renovation of an existing two story fire station. The project includes an additional 11,446 sq. ft to the present 4,864 sq. ft building. The project is located at 2010 McConnell School Lane, Hixson, TN 37343.

A Mandatory Pre-Bid Meeting will be held on May 13, 2015 at 10:00 AM (ET) at 455 N. Highland Park Avenue, Chattanooga, TN 37404, Conference Room "C".

Bidding documents will be distributed by: Artech Design Group at 423-265-4313 for instructions on how to access plans and specifications.





**BID TABULATION FORM**

**BID DATE: MAY 28, 2015, 10:00 AM**

Project: Dallas Bay Fire Hall #2  
 Hamilton County Project #: 14-902  
 Artech Project #: 14-020

General Contractor	Bids	Bond	Disciplines	Sub-Contractors	Add #1	Add #2	Add #3
<b>J&amp;J Construction</b>		Yes	Plumbing	Stolpmann Plumbing	Yes	Yes	Yes
Total Base Bid	2,643,000		Mechanical	Modern Heating & Air			
	Alt #1	65,000	Electrical	Nabco Electric			
	Alt #2	26,600	Masonry	Adams Masonry			
	Alt #3	5,100					
	Alt #4	18,500					
Voluntary Deduct	(2000)						
<b>Total Project Bid</b>	<b>2,756,200</b>						
<b>P&amp;C Construction</b>		Yes	Plumbing	Stolpmann Plumbing	Yes	Yes	Yes
Total Base Bid	3,018,000		Mechanical	Modern Heating & Air			
	Alt #1	66,000	Electrical	Nabco Electric			
	Alt #2	30,000	Masonry	Adams Masonry			
	Alt #3	6,500					
	Alt #4	10,900					
Voluntary Deduct	0						
<b>Total Project Bid</b>	<b>3,131,400</b>						
<b>Construction Consultants</b>		Yes	Plumbing	David Smith Plumbing	Yes	Yes	Yes
Total Base Bid	2,913,000		Mechanical	Modern Heating & Air			
	Alt #1	68,000	Electrical	Nabco Electric			
	Alt #2	29,000	Masonry	Adams Masonry			
	Alt #3	7,500					
	Alt #4	12,000					
Voluntary Deduct	-10,000						
<b>Total Project Bid</b>	<b>3,019,500</b>						

Legend: Alt #1: Landscaping      Alt #3: Flag Pole  
 Alt #2: Irrigation                Alt #4: Monument Sign



## Hamilton County Board of Commissioners

# RESOLUTION

No. 615-34

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF MAY 1, 2015, THROUGH MAY 31, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the following purchases were made between May 1, 2015, through May 31, 2015.

May 5, 2015, \$1,319.40 for 600 gallons of regular unleaded gasoline at 2.1990 per gallon from Collins Oil Company, Inc.

May 6, 2015, \$16,111.59 for 8,423 gallons of E10 gasoline at 1.912809 per gallon from Jat Oil and Supply, Inc.

May 7, 2015, \$14,905.82 for 7,977 gallons of E10 gasoline at 1.8686 per gallon from Sweetwater Valley Oil Company, Inc.

May 7, 2015, \$14,881.53 for 7,964 gallons of E10 gasoline at 1.8686 per gallon from Sweetwater Valley Oil Company, Inc.

May 8, 2015, \$15,569.01 for 8,412 gallons of E10 gasoline at 1.85081 per gallon from Jat Oil and Supply, Inc.

May 15, 2015, \$3,148.60 for 1,400 gallons of regular unleaded gasoline at 2.2490 per gallon from Jat Oil and Supply, Inc.

May 18, 2015, \$15,058.04 for 7,445 gallons of diesel fuel at 2.022571 per gallon from Parman Lubricants.

May 21, 2015, \$14,369.52 for 7,261 gallons of diesel fuel at 1.9790 per gallon from Jat Oil and Supply, Inc.

May 28, 2015, \$1,154.62 for 518 gallons of regular unleaded gasoline at 2.2290 per

gallon from Jat Oil and Supply, Inc.

May 28, 2015, \$13,416.45 for 7,193 gallons of E10 gasoline at 1.865209 per gallon from Parman Lubricants.

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:

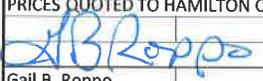
\_\_\_\_\_

County Mayor

June 17, 2015

\_\_\_\_\_

Date

Date:		5/5/2015	5/6/2015	5/7/2015	5/7/2015	5/8/2015	5/15/2015	5/18/2015	5/21/2015	5/28/2015	5/28/2015
Location		ESNP	Career Lane	Silverdale	Silverdale	Sheriff's Sub-Station	Riverpark	Silverdale	Silverdale	ESNP	Sheriff's Sub-Station
<b>Sweetwater (HC)</b>	Gasoline	2.8056					2.3948			2.8567	
	E-10 Gasoline		1.9439	1.8686	1.8686	1.8829					1.9365
	Diesel							2.0484	No quote		
<b>Jat Oil (HC)</b>	Gasoline	2.2090					2.2490			2.2290	
	E-10 Gasoline		1.912809	1.8700	1.8700	1.85081					1.9900
	Diesel							2.0400	1.9790		
<b>Collins Oil</b>	Gasoline	2.1990					2.3790			No quote	
	E-10 Gasoline		1.9255	1.8895	1.8895	No quote					No quote
	Diesel							No quote	No quote		
<b>Mansfield</b>	Gasoline	No quote					No quote			No quote	
	E-10 Gasoline		1.9560	1.9100	1.9100	1.9145					1.9415
	Diesel							2.0600	1.9900		
<b>Rogers Petroleum</b>	Gasoline	No quote					No quote			No quote	
	E-10 Gasoline		No quote	No quote	No quote	No quote					No quote
	Diesel							No quote	No quote		
<b>Parman (HC)</b>	Gasoline	No quote					No quote			No quote	
	E-10 Gasoline		1.9166	No quote	No quote	1.8788					1.865209
	Diesel							2.022571	1.9794		
<b>Dupree Oil</b>	Gasoline	No quote					No quote			No quote	
	E-10 Gasoline		No quote	No quote	No quote	No quote					No quote
	Diesel							No quote	No quote		
<b>Pilot Travel</b>	Gasoline	No quote					3.2654			No quote	
	E-10 Gasoline		1.9163	1.8913	1.8913	1.8763					1.8773
	Diesel							2.0504	1.9860		
<b>Lykins Energy</b>	Gasoline	No quote					no quote			No quote	
	E-10 Gasoline		1.9259	1.9127	1.9127	1.8794					1.8744
	Diesel							2.0414	1.9839		
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 MAY 1, 2015, THROUGH MAY 31, 2015											
											
Gail B. Roppo											
Director of Purchasing											

<b>Unleaded Gasoline</b>	<b>May 2015</b>	<b>YTD</b>
Gallons Purchased	2,518	40,407
Total Cost	\$5,622.62	\$97,885.89
Average Cost/Gallon	\$2.2330	\$2.4225
<b>E-10</b>		
Gallons Purchased	39,969	428,499
Total Cost	\$74,884.40	\$863,420.83
Average Cost/Gallon	\$1.8736	\$2.0150
<b>Diesel</b>		
Gallons Purchased	14,706	197,576
Total Cost	\$29,427.56	\$448,087.37
Average Cost/Gallon	\$2.0011	\$2.2679
<b>Bio Diesel</b>		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



## Hamilton County Board of Commissioners RESOLUTION

No. 615-35

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2015–2016 AND SETTING THE TAX LEVY FOR THE YEAR 2015 FOR HAMILTON COUNTY, TENNESSEE.

WHEREAS, the County Board of Commissioners has legal authority to adopt a budget and to levy taxes sufficient to fund such budget; and

WHEREAS, in the absence of the exact official tax aggregate, which has not been completed, the estimated receipts from the 2015 property tax is based on a total assessed valuation of \$9,088,206,000 with an allowance for uncollectibles of \$262,423,000; and

WHEREAS, the method for determining payments in lieu of taxes by the Electric Power Board is based on factors other than property value. The Electric Power Board is excluded from assessed value and its payment in lieu of taxes is fixed at a rate of 53% for the General Purpose School Fund and 47% for the County General Fund; and

WHEREAS, it may be necessary to issue revenue anticipation notes to fund the budget.

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

1. That the Budget attached to this resolution and by reference made a part of said resolution, for the fiscal year 2015-2016 is hereby adopted.
2. That there is hereby levied on each \$100.00 of assessed valuation of taxable property in Hamilton County for 2015 a tax levy of the following rates:

General Purpose School Fund	1.3726
County General Fund:	
General Purposes	1.3816
District Road Purposes	<u>0.0110</u>
	<u>2.7652</u>

3. That the taxes provided in Chapter 387 of the Tennessee Public Acts of 1971, and any amendments thereto, known as the “Business Tax Act”, are hereby enacted, ordained and levied on the business, business activities, vocations, or occupations doing business or exercising a taxable privilege as provided by said Act, in Hamilton County, Tennessee, at the rates and in the manner described by the said Act. The proceeds of the privilege taxes levied herein shall be apportioned to the County General Fund in total. It is not the intention of the Hamilton County Board of Commissioners, in adopting this particular tax, to affect in any way the imposition and collection of any lawful ad valorem tax imposed on personalty or real property.
  
4. That the payments in lieu of taxes paid by the Electric Power Board, or any other entity, except the Tennessee Valley Authority, is hereby fixed at a rate of 53% for the General Purpose School Fund and 47% for the County General Fund.
  
5. That the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2015-2016 have been collected, not exceeding 60% of the appropriations of each individual fund. The proceeds of loans for each individual fund shall be used only to pay the expenses and other requirements of the fund for which the loan is made and the loan shall be paid out of revenue of the fund for which the money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of the applicable sections of Title 9 Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full with renewal no later than June 30, 2016.

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

June 17, 2015

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 615-36

A RESOLUTION MAKING APPROPRIATIONS TO NONPROFIT CHARITABLE AND CIVIC ORGANIZATIONS OF HAMILTON COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THIS HAMILTON COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED, that the following organizations be funded as follows:

1. That \$72,293 be appropriated to the Regional Council of Governments and SETDD to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
2. That \$188,548 be appropriated to the Air Pollution Control Bureau to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
3. That \$620,970 be appropriated to the Humane Educational Society to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
4. That \$600,000 be appropriated to the Chamber-Community Economic Development to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.

5. That \$1,500,000 be appropriated to Baroness Erlanger Hospital to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
6. That \$100,000 be appropriated to the Enterprise Center to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
7. That \$105,200 be appropriated to the Chattanooga Area Regional Transportation Authority to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
8. That \$50,000 be appropriated to the Urban League to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
9. That \$80,865 be appropriated to the Chattanooga African-American Museum Building Maintenance to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
10. That \$10,000 be appropriated to the Armed Forces Day Parade to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
11. That \$48,135 be appropriated to the Hamilton County Hazardous Materials Team to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
12. That \$48,965 be appropriated to the Tri-Community Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
13. That \$67,877 be appropriated to the Dallas Bay Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
14. That \$31,549 be appropriated to the Mowbray Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.

15. That \$23,375 be appropriated to the Chattanooga-Hamilton County Rescue Squad to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
16. That \$103,321 be appropriated to the Highway 58 Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
17. That \$34,785 be appropriated to the Sequoyah Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
18. That \$48,412 be appropriated to the Walden's Ridge Emergency Services to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
19. That \$59,168 be appropriated to the Sale Creek Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
20. That \$20,481 be appropriated to the Hamilton County Marine Rescue to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
21. That \$17,992 be appropriated to the Hamilton County Stars to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
22. That \$20,896 be appropriated to the Flattop Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.

BE IT FURTHER RESOLVED, that all appropriations enumerated in items 1 through 22 above are made subject to the following conditions:

1. That the nonprofit charitable and civic organizations to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of

such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organizations in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury, and Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

June 17, 2015

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 615-37

A RESOLUTION TO AUTHORIZE THE EXPENDITURE OF SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$6,250,000), TO COMPLETE HAMILTON COUNTY'S OBLIGATION TO THE INDUSTRIAL DEVELOPMENT BOARD OF CHATTANOOGA FOR THE EXPANSION OF THE VOLKSWAGEN AUTOMOBILE ASSEMBLY PLANT AND TO AMEND THE GENERAL FUND EXPENDITURE BUDGET ACCORDINGLY.

WHEREAS, the Hamilton County Board of Commissioners, through Resolution 814-30, approved the payment of twenty six million two hundred and fifty thousand dollars (\$26,250,000) for the expansion of the Volkswagen automobile assembly plant; and

WHEREAS, the Hamilton County Board of Commissioners, through Resolution 814-30, previously approved the amendment of the General Fund expenditure budget of \$20,000,000 for this project; and

WHEREAS, Hamilton County's remaining obligation of six million two hundred fifty thousand (\$6,250,000) under the Memorandum of Understanding was reserved in the General Fund; and

WHEREAS, the remaining amount of six million two hundred fifty thousand (\$6,250,000), as stated in the Memorandum of Understanding, may be made available on/after July 1, 2015.

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

That the General Fund expenditure budget be amended by \$6,250,000, to cover the County's remaining obligation to the Industrial Development Board of Chattanooga for the expansion of the Volkswagen automobile assembly plant.

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

June 17, 2015

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 615-38

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A GRANT AGREEMENT WITH A TERM ENDING JUNE 30, 2016 WITH THE TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND AMENDING THE RECOVERY COURT FUND BY ADDING \$425,000 TO THE REVENUE AND EXPENDITURE BUDGETS

WHEREAS, the State of Tennessee Department of Mental Health and Substance Abuse Services is awarding Hamilton County a \$425,000 grant to support the Hamilton County Recovery Court from July 1, 2015 through June 30, 2016; and,

WHEREAS, this grant will be used to fund program operations and provide treatment services for carefully selected participants in a therapeutic setting; and,

WHEREAS, the program can reduce recidivism and help participants become productive members of society; and,

WHEREAS, no match is required; and

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

The County Mayor is hereby authorized to sign a contract, copy available on request, with the Tennessee Department of Mental Health and Substance Abuse Services for continuation support of the Hamilton County Drug Court, and the Drug Court Fund is amended by adding \$425,000 to Revenues and Expenditures.

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

June 17, 2015

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 615-39

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2015 TO JUNE 30, 2016 WITH MS. ELAINE KELLY TO SERVE AS COORDINATOR OF THE HAMILTON COUNTY RECOVERY COURT PROGRAM

- WHEREAS, under Resolution No.706-31, Hamilton County established a Drug Court program; and,
- WHEREAS, the Hamilton County Purchasing Department issued a Request for Qualifications (RFQ) for contract services for administering the Drug Court Program in September, 2006; and,
- WHEREAS, Ms. Elaine Kelly was the only respondent but was determined to be well-qualified on the basis of education and experience; and,
- WHEREAS, Ms. Kelly has successfully served as Recovery Court Coordinator since the program began in 2006; and,
- WHEREAS, the County wishes to extend the contract for Ms. Kelly's services in an annualized amount of \$91,482.00, and

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

The County Mayor is hereby authorized to execute an agreement (copy available on request) with Ms. Elaine Kelly to coordinate and manage the Hamilton County Recovery Court Program for the period of July 1, 2015 to June 30, 2016.

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

### CERTIFICATION OF ACTION

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 17, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-40

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2015 TO JUNE 30, 2016 WITH MR. JEFF S. HILL TO SERVE AS CASE MANAGER FOR THE HAMILTON COUNTY RECOVERY COURT PROGRAM

WHEREAS, Hamilton County has received funding from the State of Tennessee for the continuation of the Recovery Court program; and,

WHEREAS, the program offers a sentencing alternative for certain selected offenders; and,

WHEREAS, Mr. Jeff S. Hill has successfully carried out his duties as a Case Manager for the program; and,

WHEREAS, the County wishes to extend the contract for the services of Mr. Jeff S. Hill in the amount of \$56,167.00 per year, and

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

The County Mayor is hereby authorized to execute an agreement (copy available on request) with Mr. Jeff S. Hill to serve as a Case Manager for the Hamilton County Recovery Court Program for the period of July 1, 2015 to June 30, 2016.

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

### CERTIFICATION OF ACTION

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 17, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 615-42

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2015 TO JUNE 30, 2016 WITH MR. JOHN ROBERT COOPER TO SERVE AS A CASE MANAGER FOR THE HAMILTON COUNTY RECOVERY COURT PROGRAM

WHEREAS, Hamilton County has received funding from the State of Tennessee for the continuation of the Recovery Court program; and,

WHEREAS, the program offers a sentencing alternative for certain selected offenders; and,

WHEREAS, Mr. John Robert Cooper has successfully carried out his duties as a Case Manager for the program; and,

WHEREAS, the County wishes to extend the contract for Mr. John Robert Cooper's services in the amount of \$45,787 per year, and

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

The County Mayor is hereby authorized to execute an agreement (copy available on request) with Mr. John Robert Cooper to serve as a Case Manager for the Hamilton County Recovery Court Program for the period of July 1, 2015 to June 30, 2016.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 17, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-43

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT A JOINT APPLICATION WITH THE CITY OF CHATTANOOGA FOR A 2015 JUSTICE ASSISTANCE GRANT AND APPROVING THE USE OF THIS GRANT BY THE HAMILTON COUNTY SHERIFF’S OFFICE

WHEREAS, the U. S. Department of Justice guidelines require a joint submission with the City of Chattanooga for a 2015 Justice Assistance Grant (JAG); and,

WHEREAS, the 2014 JAG will be divided with the City of Chattanooga receiving \$84,951 and Hamilton County receiving \$39,914; and,

WHEREAS, the Sheriff’s Office will use the 2015 JAG toward the purchase of laptop computers for patrol vehicles and ancillary training equipment; and,

WHEREAS, no match is required; and

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

The County Mayor is authorized to sign a Memorandum of Understanding and submit a joint application with the City of Chattanooga for the 2015 JAG, and the Sheriff’s Office plan to use the grant toward the purchase of laptop computers and ancillary training equipment.

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

June 17, 2015

\_\_\_\_\_  
Date