

Hamilton County Board of County Commissioners

July 16, 2014

AGENDA

ROLL CALL

INVOCATION - **Commissioner Graham**

PLEDGE TO THE FLAG - **Commissioner Graham**

- Minutes Recessed Meeting and Agenda Session Minutes - June 25, 2014
- Minutes Regular Meeting Minutes - July 2, 2014
- Res. No. 714-29 A Resolution to approve and accept applications for notary public positions, the bond of Hamilton County 911 Emergency Communications district, and oath of Deputy Sheriff.
- Report Juvenile Court Clerk Report - May 2014
- Res. No. 714-21 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of May 1, 2014, through May 31, 2014, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 714-22 A Resolution accepting the bid of Potters Industries, LLC for one (1) year contract pricing, beginning August 17, 2014, through August 16, 2015, for reflective glass beads for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 714-23 A Resolution authorizing the County Mayor to sign all documents necessary to convey right of way, permanent drainage and temporary construction easements to the City of Chattanooga to facilitate roadway improvements for portions of Bonny Oaks Drive and Volkswagen Drive, known as the Volkswagen State Industrial Access (SIA) expansion project.
- Res. No. 714-24 A Resolution accepting the proposal of Playcore Holdings, Inc. dba Playcore Wisconsin, Inc. & GameTime for playground equipment for Lookout Valley Elementary School amounting to \$34,998.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 714-25 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 \$537,000.00 with the Tennessee Department of Health for the provision of Bioterrorism Preparedness Activities for the 12 month time period beginning July 1, 2014 – June 30, 2015.
- Res. No. 714-26 A Resolution authorizing the County Mayor to sign an agreement in the amount of \$50,000 with the Chattanooga Area Urban League to provide certain contract compliance services for a contract period beginning July 1, 2014 and ending June 30, 2015.
- Res. No. 714-27 A Resolution to authorize payment of \$20,000.00 to Brandon Carter and his attorneys, Houston & Ziebold for bodily injury incurred as a result of an automobile accident with a Hamilton County Parks & Recreation vehicle.
- Res. No. 714-28 A Resolution to rezone from A-1 Agricultural District & R-2 Residential District to R-1 Single Family Residential District, property located at 2016 Ooltewah-Ringgold Road.

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.

**OFFICE OF JUVENILE COURT CLERK
HAMILTON COUNTY, TENNESSEE
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: May 2014

SOURCE: IFAS GL2031 Report

	Month of May 2014			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 5,172.00	\$ 904.00	\$ 6,076.00	\$ 88,993.27
Fees and Commissions	359.35	63,734.68	64,094.03	260,610.69
Interest	202.00		202.00	2,104.17
Miscellaneous	452.20	296.60	748.80	8,353.10
Data Processing Fees		3,004.00	3,004.00	12,264.00
Courtroom Security Fees	40.00		40.00	729.00
Other - Adjustments			-	(50,967.33)
Total Revenue	<u>6,225.55</u>	<u>67,939.28</u>	<u>74,164.83</u>	<u>322,086.90</u>
Expenditures				
Salaries	62,977.08	40,846.71	103,823.79	1,291,173.78
Employee Benefits	39,190.52	27,598.05	66,788.57	759,175.81
Other Operating Expenditures	3,816.91	3,502.21	7,319.12	87,338.09
Other - Adjustments			-	(111,779.48)
Total Expenditures	<u>105,984.51</u>	<u>71,946.97</u>	<u>177,931.48</u>	<u>2,025,908.20</u>
Revenues over (under) Expenditures	(99,758.96)	(4,007.69)	(103,766.65)	(1,703,821.30)
Appropriation from Hamilton County	167,491.09		167,491.09	1,842,401.91
Net Change in Fund Balance	<u>\$ 67,732.13</u>	<u>\$ (4,007.69)</u>	<u>63,724.44</u>	<u>138,580.61</u>
Fund Balance at the Beginning of the Period			544,521.78	469,665.61
Fund Balance at the End of the Period			<u>\$ 608,246.22</u>	<u>\$ 608,246.22</u>

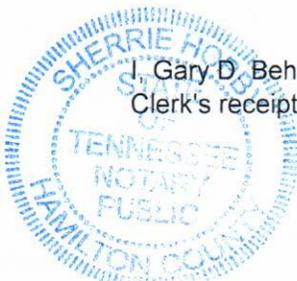
I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for May 2014.

Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 18th day of June 2014

Notary Public

My Commission Expires: 2/25/17



**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) July 2, 2014

BE IT REMEMBERED, that on this 2nd day of July, 2014, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

Commissioner Graham welcomed Pastor Mark McCrory, First Lutheran Church, who gave the invocation. Commissioner Graham led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Fields, seconded by Commissioner Henry, that the minutes of the Recessed Meeting of June 11, 2014, the Agenda Preparation Session of June 11, 2014, and the Regular Meeting of June 18, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 714-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

ON MOTION of Commissioner Fields, seconded by Commissioner Bankston, to adopt Resolution No. 714-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 714-2, 714-3, 714-3A, and 714-4 be considered together at this time.

RESOLUTION NO. 714-2 A RESOLUTION APPROVING THE PURCHASE OF PRINT ON DEMAND PRINTERS AND THE REQUIRED WAX RESIN RIBBONS AMOUNTING TO \$26,200 FROM BUSINESS INFORMATION SYSTEMS AND TO AMEND COUNTY CLERK'S REVENUE BUDGET IN THE AMOUNT OF \$11,000 AND THE OPERATING EXPENSE BUDGET BY \$26,200 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 714-3 A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE SHERIFF'S OFFICE AND THE CITY OF LAKESITE, TENNESSEE, IN ORDER TO PROVIDE POLICE SERVICES AND RELATED VEHICLE EXPENSES BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, WHICH IS MUTUALLY RENEWABLE FOR AN ADDITIONAL TWENTY FOUR MONTHS. ADDITIONALLY

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

**THE CITY OF LAKESITE WILL REIMBURSE THE PURCHASE OF TWO
AUTOMOBILES, TO COVER THE THREE YEAR PERIOD.**

**RESOLUTION NO. 714-3A A RESOLUTION TO APPROVE A CONTRACT
BETWEEN THE SHERIFF'S OFFICE AND THE CITY OF LAKESITE, TENNESSEE,
IN ORDER TO PROVIDE POLICE SERVICES AND RELATED VEHICLE EXPENSES
BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, WHICH IS MUTUALLY
RENEWABLE FOR AN ADDITIONAL TWENTY FOUR MONTHS. ADDITIONALLY
THE CITY OF LAKESITE WILL REIMBURSE THE PURCHASE OF TWO
AUTOMOBILES, TO COVER THE THREE YEAR PERIOD.**

**RESOLUTION NO. 714-4 A RESOLUTION ACCEPTING THE UNIT PRICE BID OF
SHIELDS ELECTRONICS SUPPLY, INC. FOR DOOR ACCESS MATERIALS FOR
THE PERIOD BEGINNING JULY 2, 2014 THROUGH JULY 1, 2015 FOR THE
TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY
MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS
RESOLUTION.**

Commissioner Graham provided details regarding Resolutions No. 714-2, 714-3A, and 714-4. He noted that Resolution No. 714-2 had been heard by a Committee of the Whole. Resolutions No. 714-3A and 714-4 had been reviewed by the Finance Committee and recommended for approval.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

ON MOTION of Commissioner Graham, seconded by Commissioner Bankston, to adopt Resolutions No. 714-2, 714-3A, and 714-4. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolution No. 714-18 had been added as a late item. He asked that the Resolution be considered at this time.

RESOLUTION NO. 714-18 A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE CHATTEM CHEMICALS, INC., PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

Steve Hiatt, with the Chattanooga Chamber of Commerce, provided details regarding this item. Phase one of the expansion would result in between \$6,000,000

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

and \$8,000,000 of personal property growth. The four year pilot agreement would create 25 new jobs with an average salary of \$43,500 per year before benefits. There was also an option written into the agreement that will allow them to enter phase two provided they notify both the County Mayor and City of Chattanooga Mayor, as well as the Industrial Development Board. The second phase would be an investment between \$10,000,000 to \$15,000,000 and create 25 new jobs with similar wages. The second phase would be a five year pilot agreement.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 714-18. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 714-5 through 714-7 be considered together at this time.

RESOLUTION NO. 714-5 A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF ACCU-TECH, DCO DISTRIBUTION, INC., DIVERSIFIED SUPPLY, INC., GRAYBAR

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

**ELECTRIC COMPANY, KENDALL ELECTRIC, AND SHIELDS ELECTRONICS
SUPPLY, INC., BEGINNING JULY 2, 2014, THROUGH JULY 1, 2016, FOR
MISCELLANEOUS VOICE AND DATA TELECOMMUNICATIONS MATERIALS FOR
THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY
MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS
RESOLUTION.**

**RESOLUTION NO. 714-6 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO SIGN A CONTRACT IN THE AMOUNT OF \$60,000 WITH THE CITY OF
CHATTANOOGA FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE
PROGRAM WITH A TERM BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015.**

**RESOLUTION NO. 714-7 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO SIGN A CONTRACT IN THE AMOUNT OF \$185,230.75 WITH THE TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON COUNTY COURTS
COMMUNITY SERVICE PROGRAM WITH A CONTRACT PERIOD BEGINNING JULY
01, 2014 AND ENDING JUNE 30, 2015**

Commissioner Graham provided details regarding Resolutions No. 714-5 through 714-7 and stated that the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 714-5 through 714-7. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 714-12 and 714-13 be considered together at this time.

RESOLUTION NO. 714-12 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 CONTINUE SUBCONTRACT AGREEMENTS WITH THE PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC. AND SIGNAL CENTERS, INC. BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, TO PROVIDE TITLE XX SOCIAL SERVICES FOR ELIGIBLE INDIVIDUALS AND FAMILIES AMOUNTING TO \$330,000.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

RESOLUTION NO. 714-13 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ACCEPT AN AGREEMENT BEGINNING JULY 1, 2014 AND ENDING ON JUNE 30, 2015, BETWEEN HAMILTON COUNTY AND THE CITY OF CHATTANOOGA IN THE AMOUNT OF \$23,306.00 TO PROVIDE FINANCIAL ASSISTANCE TO FAMILIES AND INDIVIDUALS TO PREVENT THOSE FAMILIES AND INDIVIDUALS FROM BECOMING HOMELESS AND TO AMEND THE EXPENSE AND REVENUE BUDGETS BY ADDING \$8,306.00.

Commissioner Graham provided details regarding Resolutions No. 714-12 and 714-13 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 714-12 and 714-13. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

RESOLUTION NO. 714-8 A RESOLUTION TO DECLARE THE FORMER ARMY RESERVE CENTER PROPERTY LOCATED ON EAST 23RD STREET AND JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA AS SURPLUS, TO ACCEPT A PROPOSAL FROM ROCKY TOP ENTERPRISES LLC, AND TO AUTHORIZE THE COUNTY MAYOR TO NEGOTIATE A REAL ESTATE PURCHASE AGREEMENT FOR THE SALE PRICE OF \$157,348.

Chairman Skillern reported that Resolution No. 714-8 had been heard by a Committee of the Whole.

ON MOTION of Commissioner Fields, seconded by Commissioner Henry, to adopt Resolution No. 714-8. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

**RESOLUTION NO. 714-9 A RESOLUTION TO APPROVE ARCHITECTURAL FIRMS
FOR THE DESIGN OF ONE NEW SCHOOL AND THREE ADDITIONS TO EXISTING
SCHOOLS.**

Chairman Skillern reported that Resolution No. 714-9 had been heard by a Committee of the Whole. He announced that he would be voting against the Resolution.

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 714-9. The motion was not voted on at this time.

Commissioner Boyd reported that he had the privilege of working over the years with each of the architectural firms working on these four school projects. He stated he felt confident in his support of these firms.

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

Commissioner Bankston, "Aye"; Commissioner Beck, "Nay"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Nay". Total present – 9. Total absent – 0. Total "Aye" votes – 7. Total "Nay" votes – 2.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

Chairman Skillern asked that Resolutions No. 714-10, 714-11, and 714-14 be considered together at this time.

RESOLUTION NO. 714-10 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A LEASE AGREEMENT IN THE AMOUNT OF \$9,445.00 ANNUALLY WITH CHATTANOOGA CHURCH MINISTRIES, INC. D.B.A., CHATTANOOGA COMMUNITY KITCHEN FOR SPACE FOR USE BY HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT'S HOMELESS HEALTH CARE CENTER, FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2014.

RESOLUTION NO. 714-11 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 CONTINUE AN AGREEMENT BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, BETWEEN HAMILTON COUNTY AND THE TENNESSEE DEPARTMENT OF HUMAN SERVICES TO PROVIDE ADULT DAYCARE AND HOMEMAKER SERVICES FOR ELIGIBLE INDIVIDUALS AND FAMILIES AMOUNTING TO \$330,000.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

**RESOLUTION NO. 714-14 A RESOLUTION APPROVING AN AMENDMENT TO THE
HAMILTON COUNTY EMPLOYEE HANDBOOK.**

Commissioner Graham provided details regarding Resolutions No. 714-10, 714-11, and 714-14 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolutions No. 714-10, 714-11, and 714-14. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 714-15 A RESOLUTION TO AUTHORIZE EXPENDITURES AT
THE DISCRETION OF THE INDIVIDUAL MEMBERS OF THE COUNTY
COMMISSION IN AN AGGREGATE AMOUNT NOT TO EXCEED NINE HUNDRED
THOUSAND DOLLARS (\$900,000) FROM THE COUNTY LINE OF CREDIT TO BE**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

**USED EXCLUSIVELY FOR PUBLIC WORKS CAPITAL PROJECTS AS DEFINED BY
TENNESSEE CODE ANNOTATED SECTION 9-21-105.**

Chairman Skillern reported that Resolution No. 714-15 had been heard by a Committee of the Whole.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 714-15. The motion was not voted on at this time.

Commissioner Mackey noted that by designating these funds exclusively for public works capital projects, Commissioners would no longer be able to use discretionary funds to assist community groups such as 501(c)(3) organizations. He shared a concern that youth organizations and other civic groups would no longer be able to benefit from this special funding.

Chairman Skillern pointed out that because the source of funding would be the County line of credit, rather than from the general fund, this would help make a 2.5% employee salary increase possible.

Commissioners Graham and Henry indicated their intent to support this item, noting it had been their understanding that the discretionary funds had always been

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

intended for public works projects. This Resolution would help clarify the intent of its use.

Commissioner Mackey stated that there was an inequality among many youth residing in the urban County communities. He suggested that the Resolution be deferred allowing Commissioners the opportunity to visit various areas to determine the effect of this change.

Commissioner Beck noted that in years past, certain discretionary funds had gone towards funding a summer work program for youth which greatly benefited the community. He stated that numerous public works programs in his district could also be assisted from this funding as well. He emphasized the importance of building and enriching lives over the building of new facilities. He indicated his intent to abstain from voting on this matter.

Mayor Coppinger pointed out that no other county in the state of Tennessee allotted discretionary spending for each Commissioner. He believed that designating these funds towards public works projects was the most fiscally responsible use of these taxpayer dollars.

Commissioner Haynes stated that this was one of the many difficult decisions the Commission faced. He noted that he often reached out to members or groups in his

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

district to build partnerships benefiting the community and civic organizations - but now they would have to seek other sources for assistance.

Upon request for clarification by Commissioner Graham, Finance Administrator Albert Kiser responded that Commissioners could utilize unused out of town or local travel expenses as they saw fit in their districts. Each Commissioner is allotted \$12,500 annually for travel expense.

Commissioner Fields noted that since the Commission had already adopted the budget, it was his understanding that there was currently no other source for discretionary spending this fiscal year other than the line of credit. If the Commission did not adopt the Resolution today, he was uncertain what the procedure would be for Commission members to obtain these discretionary funds.

Chairman Skillern stated that there were many public works needs throughout the County. He shared his belief that this Resolution would help alleviate some pressure for Commissioners on how this money could be utilized.

The previous motion by Commissioner Graham, seconded by Commissioner Boyd was 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, "Abstain"; Commissioner Boyd, "Aye"; Commissioner Fields,

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

“Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Nay”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 7. Total “Nay” votes – 1. Total Abstentions – 1.

RESOLUTION NO. 714-16 A RESOLUTION TO REAPPOINT T. W. FRANCESCON JR., AND WILLIAM MADISON AND TO APPOINT MIRANDA PEREZ AND MANUEL "MANNY" RICO TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR TERMS AS INDICATED RESPECTIVELY.

Resolution No. 714-16 confirms the reappointments of T. W. Francescon Jr. and William Madison, and appoints Miranda Perez and Manuel “Manny” Rico to the Hamilton County Employee Appeals Board for terms as indicated respectively.

ON MOTION of Commissioner Graham, seconded by Commissioner Bankston, to adopt Resolution No. 714-16. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

RESOLUTION NO. 714-17 A RESOLUTION TO APPOINT CONSTANCE J. WILLIAMS TO THE HAMILTON COUNTY HEALTH AND SAFETY BOARD TO FILL THE VACANCY CREATED BY THE RESIGNATION OF ROBERT LEWIS WHICH WAS SCHEDULED TO EXPIRE ON JANUARY 19, 2015.

Resolution No. 714-17 confirms the appointment of Constance J. Williams to the Hamilton County Health and Safety Board for a term expiring January 19, 2015.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 714-17. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 714-20 A RESOLUTION APPROVING THE EXTENSION OF A CONTRACTUAL AGREEMENT WITH KENNETH U. JORDAN, II, FOR THE POSITION AS EQUAL EMPLOYMENT OPPORTUNITY OFFICER FOR HAMILTON

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

COUNTY, TENNESSEE, FOR AN ADDITIONAL TWO (2) YEAR PERIOD (TO EXPIRE ON JUNE 30, 2016).

Chairman Skillern stated that this Resolution was a late item to be heard by a Committee of the Whole.

Commissioner Beck asked whether the Equal Employment Opportunity (EEO) office currently submitted any report to the Commission reflecting the number of cases handled each year or other services rendered.

Mayor Coppinger responded that if the Commission desired, this item could be postponed until next week in order to have Mr. Jordan answer any questions the Commission may have.

Human Resources Director Alecia Poe added that the EEO office handled complaints or issues related to protected characteristics such as race or religion. She stated that Mr. Jordan would likely have a report reflecting the number of cases handled each year he could provide if needed. Because of confidentiality requirements, specifics of these cases could not be shared.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

Upon questioning by Commissioner Graham, Mayor Coppinger informed the Commission that Mr. Jordan's salary would remain at \$50,000 per year, plus the 2.5% increase recently given to County employees.

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 714-20. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 714-19 A RESOLUTION PROHIBITING THE POSTING OF POLITICAL CAMPAIGN SIGNS, ANNOUNCEMENTS, AND ENDORSEMENTS WITHIN AND ON HAMILTON COUNTY OWNED BUILDINGS AND GROUNDS.

Chairman Skillern stated that at his request, this late item had been drafted by the County Attorney. He noted that if the Commission desired, the Resolution could be heard by a Committee of the Whole today and voted on either today or at a Recessed Meeting next week.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

ON MOTION of Commissioner Henry, seconded by Commissioner Beck, to adopt Resolution No. 714-19. The motion was not voted on at this time.

Commissioner Boyd stated that there were currently a large number of political campaign signs at the Election Commission. He questioned whether it was the intent of this Resolution to prohibit posting of signs at this site.

Chairman Skillern pointed out that certain State laws already prohibited the posting of signs on right-of-ways, although this law was not often obeyed. Commissioner Graham expressed a desire that the prohibition not include signs on the Election Commission grounds presently permitted.

Attorney Taylor responded that in its current form, this Resolution would prohibit posting of campaign signs on all Hamilton County owned buildings and grounds, including the Election Commission. He indicated that if it were the desire of the Commission, the language could be amended to exclude certain areas.

ON MOTION of Commissioner Graham seconded by Commissioner Bankston, to amend Resolution No. 714-19 to allow political signs to be posted on County grounds where a polling site exists. The motion was not voted on at this time.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

Commissioner Beck asked who would be responsible for the removal of any campaign signs on County owned property.

Chairman Skillern responded that in speaking with Mayor Coppinger, custodial and grounds staff would assist in the removal of these signs.

Upon questioning by Commissioner Fields, Attorney Taylor indicated that he was in agreement with the Resolution and proposed amendment.

The foregoing motion to amend Resolution No. 714-19 was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that a roll call vote be conducted for Resolution No. 714-19, as amended.

The foregoing Resolution No. 714-19, as amended, was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Clerk Knowles asked that the following reports be entered into the record.
Chairman Skillern so ordered.

TRUSTEE'S EXCESS FEE REPORT

The Trustee's excess fee report for May 2014 was submitted and made a matter of record.

TRUSTEE'S MONTHLY REPORT

The Trustee's monthly report for May 2014 was submitted and made a matter of record.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

CRIMINAL COURT CLERK REPORT

The Criminal Court Clerk report for the month of May 2014 were submitted and made a matter of record.

JUVENILE COURT CLERK REPORT

The Juvenile Court Clerk report for the month of April 2014 were submitted and made a matter of record.

MEMORANDUM RE: PAYMENTS TO ATTORNEY CHRIS CLEM

As per Chairman Skillern's request, a memorandum from Finance Administrator Albert Kiser was submitted regarding payments made by the County to the law firm Samples, Jennings, Ray & Clem PLLC of which attorney Chris Clem is associated.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Members of the Commission, County Attorney Taylor, and Mayor Coppinger wished everyone a safe and happy Independence Day weekend.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

Commissioner Graham mentioned the recent passing of Dot Adams, the wife of former Commissioner Curtis Adams, and Earl Keeling the father of Chief Deputy County Clerk Debbie Rollins, as well as two citizens in his district. Several members of the Commission asked that the families of these individuals be kept in everyone's thoughts and prayers during this difficult time.

Attorney Taylor requested that members of the Commission meet with him in the adjacent conference room immediately following adjournment of today's meeting to discuss a brief legal matter.

Commissioner Fields invited everyone to attend the Signal Mountain July 4th parade this Friday. He noted there would be a Signal Mountain Lions Club barbeque and a performance of "The King and I" play at the Signal Mountain Playhouse this weekend as well.

Commissioner Henry invited anyone interested to attend a July 4th fireworks display in Collegedale at Veterans Memorial Park on Thursday, July 3.

County Trustee Bill Hullander announced that July was National Beef Month. He reported that there were currently 2,100,000 farms throughout the country, 68,000 in Tennessee, and nearly 1,000 acres of farming land in Hamilton County. He introduced

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

Amy Johnson, with the Hamilton County Soil Conservation District, who distributed related information to the Commission. Trustee Hullander invited members of the Commission and Mayor Coppinger to visit his office following today's meeting to pick up a pound of locally owned ground beef he brought for each member.

Ms. Johnson provided details regarding an upcoming Hamilton County farm tour and invited members of the Commission to attend. The purpose of this tour was to connect local businesses and farmers.

DELEGATIONS

Chairman Skillern asked for delegations on matters other than zoning. There were none.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 2, 2014**

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

STATE OF TENNESSEE)	Recessed Meeting and Agenda Preparation Session
COUNTY OF HAMILTON)	June 25, 2014

BE IT REMEMBERED, that on this 25th day of June, 2014, a Recessed Meeting and Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present and presiding was the Honorable Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, and Chairman Skillern. Commissioners Boyd and Mackey were not in attendance. Total present - 7. Total absent – 2.

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

Commissioner Haynes welcomed Pastor Gary Armes, Hickory Valley Christian Church, who gave the invocation. Commissioner Haynes led in the pledge to the flag.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

COMMITTEE ASSIGNMENTS

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

- Resolution No. 714-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- A Criminal Court Clerk Report for May 2014 would be submitted as a matter of record.
- A Juvenile Court Clerk Report for April 2014 would be submitted as a matter of record.
- The County Trustee's Monthly Report and Excess Fee Report for May 2014 would be submitted as a matter of record.
- Resolutions No. 714-3 through 714-7, and 714-10 through 714-13 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolutions No. 714-2, 8, 9, 15, 16, and 17 were heard by a Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 714-8

Commissioner Graham spoke regarding this Resolution, which would declare the former Army Reserve Center property on East 23rd Street as surplus. This property is currently jointly owned with the City of Chattanooga. The Resolution would also accept a proposal from Rocky Top Enterprises, LLC and authorize the County Mayor to negotiate a Real Estate Purchase Agreement for the sale price of \$157,348.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

Nick Wilkinson, City of Chattanooga Deputy Administrator of Economic Development, provided additional details regarding the proposal.

Upon questioning by Commissioner Graham, Mr. Wilkinson confirmed that approximately one acre at the back of the property would not be included as part of the sale.

Eddie Anderson, President of Stringfellow Inc. and General Manager of Rocky Top Enterprises, addressed the Commission regarding this issue. He stated that the property would be utilized as a truck equipment center. Mr. Anderson gave a brief outline of his history with both Stringfellow Inc. and Rocky Top Enterprises. He also reported that an agreement had been made with the Vietnam Veterans of America have use of one of the buildings on the property for one dollar a year. The Vietnam Veterans group would be responsible for maintenance and liability insurance of the building.

Commissioner Graham stated that in December 2013 the Commission had approved a Resolution for a lease agreement with Vietnam Veterans of America for a similar one dollar per year term. He added that the Rocky Top Enterprises project would create approximately 25 new jobs.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

Upon questioning by Commissioner Fields, Mr. Anderson responded that their bid was considered the highest and best bid for the property.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 714-9

Resolution No. 714-9 was heard as a Committee of the Whole. This Resolution would approve architectural firms for the design of a new school for Ganns Middle Valley Elementary and three additions to existing schools at Nolan Elementary, Sale Creek Middle/High, and Wolftever Elementary. There was no discussion regarding this matter.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 714-15

Chairman Skillern spoke regarding this Resolution, which would authorize expenditures at the discretion of individual Commission members in an aggregate amount not to exceed \$900,000 from the County line of credit to be used exclusively for public works capital projects. He stated that this was a housekeeping matter, as the funding source would come from bond money.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 714-16 AND 714-17

County Attorney Rheubin Taylor spoke regarding Resolutions No. 714-16 and 714-17, which would appoint and reappointment members to the Hamilton County Employee Appeals Board and the Hamilton County Health and Safety Hearing Board, respectively.

DISCUSSION RE: CHAMBER OF COMMERCE PROJECT

Chairman Skillern reported that he had been contacted yesterday by a representative from the Chamber of Commerce regarding an upcoming project which would result in new jobs created in the County. He stated that unless there was opposition by the Commission, this item would be heard during next week's Regular Meeting and considered for adoption the following week at a Recessed Meeting on Wednesday, July 9.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 714-2

Commissioner Graham stated that Resolution No. 714-2 had been assigned to the Finance Committee. As Chairman of this Committee, he requested that this item be heard as a Committee of the Whole in order for everyone to hear about a new project

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

the County Clerk had volunteered to conduct regarding vehicle registration business. He commended the Clerk for the efficient manner in which he operated his office.

County Clerk Bill Knowles reported that he had volunteered to be part of a pilot for a new project under the leadership of Tennessee's Revenue Commissioner Richard Roberts. The program will implement a Print on Demand (POD) system of issuing State vehicle decals in Hamilton County.

He explained that pressure sensitive stock supplied by the State will display the plate expiration year and print vinyl decals on tag receipts. The decals are to be peeled from the receipt and affixed to the plate by applying motorists. It will save State costs and eliminate inventory tasks in the Clerk's office. It should also discourage decal theft from plates.

Clerk Knowles reported the immediate cost to the County would total \$15,200, and that the Department of Revenue would allot a one-time payment of \$11,000 to the County toward the initial cost of POD equipment, installation, and training from Business Information Systems. BIS provides IT software services and daily assistance to 92 of the State's 95 counties.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

The Clerk also stated the POD method would eliminate the City of Chattanooga's need to purchase an annual inventory of \$5.00 stickers issued by the Clerk's office under contract. He noted this Clerk service is a convenience to City motorists and produces a 5 percent collection fee from each sticker issued as permitted by TCA.

Commissioner Fields asked whether information is available regarding what local savings had been projected. Clerk Knowles responded that less time would be required to process transactions providing increased efficiency and as stated earlier would eliminate office record-keeping of some 300,000 decals annually.

Chairman Skillern noted with interest the immediate savings to the City of Chattanooga eliminating their need to purchase \$5.00 stickers each year.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Fields congratulated Commissioner Haynes, who recently competed in the Senior Olympics and won three bronze medals.

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

Attorney Taylor asked that Commission members meet with him in the adjacent conference room immediately following adjournment of today's meeting to discuss a brief legal matter.

Mayor Coppinger reported that the County had collected \$2,200,000 from the sale of the old Ooltewah Elementary School property. He stated that in accordance with the previously adopted Resolution No. 1011-26, this funding would be held "in escrow for the benefit of the Hamilton County Department of Education and reserved for the purchase of future school sites, building of new schools, and/or renovation of existing schools, as may be approved by this county legislative body."

DELEGATIONS

Chairman Skillern asked for delegations on matters other than zoning. There were none.

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

**RECESSED MEETING AND
AGENDA PREPARATION SESSION
HAMILTON COUNTY COMMISSION
JUNE 25, 2014**

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials



Hamilton County Board of Commissioners RESOLUTION

No. 714-29

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BOND OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT, AND OATH OF DEPUTY SHERIFF.

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 "**THE BOND OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" have submitted for filing a bond as required in TCA Section 7-86-119; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled "**OATH OF DEPUTY SHERIFF**" has taken the oath of office; and

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

1. That the persons named on the listing labeled "**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**" are hereby approved as applicants therefore; and
2. That the persons named on the listing labeled "**THE BOND OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" is filed and made a matter of record; and

3. That the person named on the listing labeled "**OATH OF DEPUTY SHERIFF**" is accepted and the oath therefor is approved as taken; and

4. That each such person named on the 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

July 16, 2014

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 16, 2014

NAME	RESIDENCE	BUSINESS
Jacquelyn R. A. White	4040 Mtn. Creek Rd. #902 Chattanooga, TN 37421 423-432-6750	Drivetime Car Sales Company, LLC. 6000 Shallowford Rd. Chattanooga, TN 37421 423-242-4599
Mimi C. Adams	1511 Vance Ave. Chattanooga, TN 37404 423-602-7461	Cash Express 5513 Ringgold Rd. East Ridge, TN 37412 423-999-6376
Christine K. Adams	562 Melwood Lane Chattanooga, TN 37421 423-893-5400	Self Employed 1335 Mackey Branch Drive, #103 Chattanooga, TN 37421 423-280-5176
Carol J. Anderson	5903 Union Springs Road Chattanooga, TN 37415 423-802-7414	Stan Lanzo 744 McCallie Ave., Ste. 109 Chattanooga, TN 37403 423-265-2434
Ray F. Baswell	200 Manufacturers Rd., Unit 203 Chattanooga, TN 37405 423-677-1828	Power Solutions, LLC. 1206 Pointe Center Dr., Ste. 130 Chattanooga, TN 37421 423-648-7672
Cynthia D. Bibbs	317 #3 McBrien Road Chattanooga, TN 37411 423-954-9025	Self Employed Same Same 423-320-1112
Julie C. Bowers	1308 Poe Rd. Soddy Daisy, TN 37379 423-321-2566	Spears, Moore, Rebman, & Williams 801 Broad Street, 6th Fl. Chattanooga, TN 37402 423-756-7000
Susan Claire Broome	584 Hidden Oaks Drive Flintstone, GA 30725 423-883-6008	Second Presbyterian Church 700 Pine Street Chattanooga, TN 37402 423-266-2828
Joy Brown	236 Timber Ridge Trail Ringgold, GA 30736 423-443-9314	Multiplan 6116 Shallowford Rd. Chattanooga, TN 37421 423-855-9150
Joni Browne	6862 Ivanwood Drive Hixson, TN 37343 423-842-9023	Stuart Heights Baptist Church 1505 Cloverdale Drive Hixson, TN 37343 423-877-2643

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 16, 2014

NAME	RESIDENCE	BUSINESS
Kenneth F. Burke	103 Burke Lane Chattanooga, TN 37405 423-267-6196	Cains Wrecker Service 608 Cherokee Blvd. Chattanooga, TN 37405 423-267-0031
Ashley Burnett	8017 Selcer Road Hixson, TN 37343 423-619-5233	TVFCU 9381 Dayton Pike Soddy Daisy, TN 37379 423-634-7800
Dianne Cagle	128 Hatlin Drive Soddy Daisy, TN 37379 423-332-9985	McNabb Center 6049 Shallowford Rd. Chattanooga, TN 37421 423-266-6751
Tina M. Campbell	2603 Ooltewah Ringgold Rd. Ooltewah, TN 37363 423-894-3220	Campbell & Associates, Inc. 751 East Fourth Street, Ste. 600 Chattanooga, TN 37403 423-267-9718
Pat Carr	3680 Stone Drive, SE. Cleveland, TN 37323 423-505-3136	Spears, Moore, Rebman & Williams 801 Broad Street, 6th Floor Chattanooga, TN 37402 423-756-7000
John Cloutier	9678 Bowen Trail Ooltewah, TN 37363 423-314-1758	Gestamp Chattanooga 3063 Hickory Valley Rd. Chattanooga, TN 37421 423-305-6343
Theresa C. Coffman	9783 Berry Meadow Way Soddy Daisy, TN 37379 423-314-5742	Same Same Same Same
Linda J. Cuyler	6001 Arlena Circle Chattanooga, TN 37421 423-892-0177	Erlanger Health Systems 975 East Third St. Chattanooga, TN 37403 423-778-4178
Misty Davis	16 Haleys Cove Dr. Chickamauga, GA 30707 423-255-4527	The Wolford Firm, PLLC. 320 N. Hawthorne Ave., Ste. 201 Chattanooga, TN 37404 423-622-6461
Elizabeth Dmochowski	110 Delray Avenue Chattanooga, TN 37405 423-718-4819	DeMoss Capital 25 E. Main Street, Ste. 201 Chattanooga, TN 37408 423-756-4800

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 16, 2014**

NAME	RESIDENCE	BUSINESS
Constance S. Duckett	239 County Road 969 Delano, TN 37325 423-462-17189	Infiniti of Chattanooga 7646 Lee Hwy. Chattanooga, TN 37421 423-424-4040
Caroline J. Edwards	1002 Gillespie Road Chattanooga, TN 37411 423-503-2306	United Tabernacle Ministries 2418 Dodson Avenue Chattanooga, TN 37406 423-624-1037
Nathan Evans	119 Clear Creek Road Flintstone, GA 30725 423-580-6616	Evan Law Firm 600 Georgia Ave., Ste. 4 Chattanooga, TN 37402 423-634-6100
Marcia W. Ewing	105 Gilmore Lane Hixson, TN 37343 423-877-2662	Unum 1 Fountain Square Chattanooga, TN 37402 423-287-2815
Dustin J. Fairbanks	8218 Patterson Rd. Chattanooga, TN 37421 423-443-6693	The UPS Store 1995 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Tongeia S. Farmer	2809 E. 26th Street Chattanooga, TN 37407 423-544-1597	SRR & Associates, P.C. 1027 MLK Blvd. Chattanooga, TN 37403 423-266-0163
Katherine Fisher	4305 Tennessee Ave., Apt. B Chattanooga, TN 37409 404-307-2881	Best Law Office 707 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-424-0887
Krystle Fister	1240 Brookfield Ct. Cleveland, TN 37312 423-284-6489	EPB 10 W. MLK Blvd. Chattanooga, TN 37402 423-648-3374
Kellen Gibson	7249 E. Brainerd Rd., #151 Chattanooga, TN 37421 423-802-2601	GeStamp 3063 Hickory Valley Road Chattanooga, TN 37421 423-305-6316
Sara C. Godwin	6408 Fairest Drive Harrison, TN 37341 423-284-3852	Hamilton County Clerk 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-6525

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 16, 2014**

NAME	RESIDENCE	BUSINESS
Trevor Guthrie	6951 Ski Club Rd. Harrison, TN 37341 423-716-3654	The UPS Store 1995 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Janess R. Higgins	2895 Davis Mountain Rd. Palmer, TN 37365 423-949-7469	Sherman & Reilly, Inc. 400 West 33rd Street Chattanooga, TN 37410 423-756-5300
Roderick M. Hines	4731 Rosemary Lane Ooltewah, TN 37363 423-899-4090	Hamilton County Clerk 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6500
Robin Holcomb	1105 Asher Street Jasper, TN 37347 423-942-5830	Spears, Moore, Rebman & Williams PO BOX 1749 Chattanooga, TN 37401 423-756-7000
Judith B. Hughes	7420 Twinbrook Drive Chattanooga, TN 37421 423-892-5913	Daisy Church of God 9555 Dayton Pike Soddy Daisy, TN 37379 423-332-2558
Margaret B. King	255 Misty Meadow Drive South Pittsburg, TN 37380 423-837-8017	TVFCU 715 Market Street Chattanooga, TN 37402 423-634-5500
Laura Lundy	1827 Glenroy Avenue Chattanooga, TN 37405 423-504-0033	Tennessee Aquarium 201 Chestnut Street Chattanooga, TN 37402 423-785-2005
Dustin Maples	3831 Morganton Rd. Maryville, TN 37801 865-567-8657	Drive Time 6000 Shallowford Rd. Chattanooga, TN 37421 423-242-4599
Charles Alan McDonald, Jr.	3607 Crestline Place Chattanooga, TN 37415 423-877-4430	Harwood International Corporation 4713 Gann Store Rd. Hixson, TN 37343 423-870-5500
Julie C. McLain	1412 Clearpt Circle Hixson, TN 37343 423-413-7025	Regions Bank 601 Market St., 2nd Floor Chattanooga, TN 37402 423-752-1574

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 16, 2014**

NAME	RESIDENCE	BUSINESS
Kelli L. Melton	9144 Integra Hill Lane, Apt. 300 Ooltewah, TN 37363 423-823-0853	Gestamp Chattanooga 3063 Hickory Valley Rd. Chattanooga, TN 37421 423-305-6367
Colby Miller	3131 Mtn. Creek Rd. #11B6 Chattanooga, TN 37415 423-463-9594	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4253
Fred H. Moore	101 East View Lookout Mtn., TN 37350 423-756-7000	Spears, Moore, Redman & Williams, P.C. 801 Broad St., 6th Fl. Chattanooga, TN 37402 423-756-7000
Evelyn O. Moore	436 English Oaks Drive Hixson, TN 37343 423-875-6312	Volunteer Behavior Health 413 Spring Street Chattanooga, TN 37405 423-825-4341
Timothy E. Mott	1909 Blackford Street Chattanooga, TN 37404 423-622-8233	Hamilton County 1600 East 3rd Street Chattanooga, TN 37404 423-209-5163
Sigfrid Muina	121 Merriman Avenue Chattanooga, TN 37415 423-991-1962	Bass Technologies, LLC. Same Same Same
Barry S. Patterson	9531 Mtn. Lake Drive Ooltewah, TN 37363 N/A	McKee Foods Corporation 10260 McKee Rd. Collegedale, TN 37315 423-238-7111
Stella P. Penney	11405 Armstrong Rd. Soddy Daisy, TN 37379 423-332-2166	Daisy Church of God 9555 Dayton Pike Soddy Daisy, TN 37379 423-332-2558
Franci D. Raines	12373 Nee Cee Drive Soddy Daisy, TN 37379 423-332-7809	Dental Center, PC 7003 Shallowford Rd. Chattanooga, TN 37421 N/A
Arianna Sanjines	801 Key Hulse Street Signal Mtn., TN 37377 423-504-7914	Chattanooga Hardscapes, LLC. 7912 E. Brainerd Rd. Chattanooga, TN 37421 423-580-5129

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 16, 2014****NAME****RESIDENCE****BUSINESS**

Elizabeth L. Terry	144 Oakwood Drive Soddy Daisy, TN 37379 423-364-0778	Grant Konvalinka & Harrison 633 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-756-8400
Cheri Thomas	730 Germantown Circle #629 Chattanooga, TN 37412 423-667-2171	Coyote Logistics 1110 Market Street #315 Chattanooga, TN 37402 423-821-8044
Tyler Thornton	255 California Lane Cleveland, TN 37311 423-503-6499	GeStamp 3063 Hickory Valley Road Chattanooga, TN 37421 423-305-6316
Elaine L. Turner	4716 Pawnee Trail Chattanooga, TN 37411 423-894-4851	TCFCU 6020 Relocation Way Ooltewah, TN 37363 423-634-7900
Deborah A. Walker	10831 Harbor Rd. Soddy Daisy, TN 37379 423-332-7151	WRCB-TV 900 Whitehall Rd. Chattanooga, TN 37405 423-267-5412
Tyler C. Weeks	933 Joe Robertson Rd. Rocky Face, GA 30740 706-463-0567	Morpho Trust USA 6231 Perimeter Drive., Ste. 117 Chattanooga, TN 37421 423-475-5361
Suzette M. White	8526 Maplewood Trail Ooltewah, TN 37363 423-595-3481	Rick Davis Super Cars 3307 Ringgold Rd. East Ridge, TN 37412 423-490-7654

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY SHERIFF
JULY 16, 2014**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Douglas Elliot	June 20, 2014

STATE OF TENNESSEE }
Hamilton County } ss.

I, Douglas Elliott....., 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
20 day of June, 2014.

By W.F. Knowles / B Weaver

Douglas Elliott
.....
Douglas Elliott

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
THE BOND OF HAMILTON COUNTY 911 EMERGENCY
COMMUNICATIONS DISTRICT
JULY 16, 2014**

The individual listed below has submitted to the County Clerk a bond as required by law.

	Amount of Bond	Date of Oath
Brenda D. Heffner, Secretary	\$294,206.00	June 2, 2014

From Jay Donnick 911 Center

Instrument: 2014061800048
Book and Page: GI 10237 494
MISC RECORDING FEE \$20.00
DATA PROCESSING FEE \$2.00
Total Fees: \$22.00
User: DLS
Date: 6/18/2014
Time: 9:58:48 AM



SURETY'S BOND NO. POB09053302
Hamilton County 911

STATE OF TENNESSEE
EMERGENCY COMMUNICATIONS DISTRICT
OFFICIAL STATUTORY BOND
FOR OFFICER, EMPLOYEE, OR ANY PERSON SPECIFIED BY T. C. A. § 7-86-119
FOR EMERGENCY COMMUNICATIONS DISTRICT

Contact: Pam Hurst, Register
Hamilton County, Tennessee

KNOW ALL MEN BY THESE PRESENTS:

That Brenda D. Heffner of Hamilton County 911 Emergency Communications District, of Chattanooga, Tennessee, as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Two hundred ninety four thousand two hundred six Dollars (\$ 294,206.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly authorized to receive, access, or make expenditures from public funds of and for Hamilton County 911 Emergency Communications District, in the office of, employment, or authorized activity as secretary of and for the named Emergency Communications District for the year term beginning on the 2nd day of June, 2014 and ending on the 2nd day of June, 2015, and in such office, employment, or authorized activity is required to give this bond by T. C. A. § 7-86-119.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Brenda D. Heffner, Principal, shall:
1. Faithfully perform the duties of the office of, employment as, or other authorized activity as secretary of Hamilton County 911 Emergency Communications District during such person's term of office, employment or authorized activity or continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or employment or authorized activity or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term or employment or authorized activity, or in case of resignation or removal from office or employment or authorized activity, shall turn over to the successor all records and property which have come into the Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

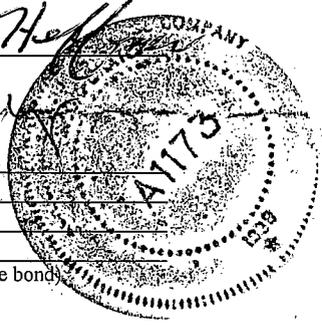
WITNESS our hands and seals this 2nd day of June, 2014.

WITNESS - ATTEST:
[Signature]

PRINCIPAL: Brenda D. Heffner

COUNTERSIGNED BY:
Victoria Rogers
Tennessee Resident Agent

SURETY: Rhonda Talley
by: Rhonda Talley



(Attach evidence of authority to execute bond)

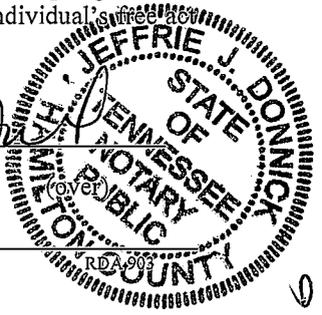
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Brenda D. Heffner to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath, acknowledged that such individual executed the foregoing bond as such individual, wife, and deed.

Witness my hand and seal this 2nd day of June, 2014.
My Commission Expires: 6/16, 2017.

[Signature]
Notary Public



ACKNOWLEDGEMENT OF SURETY

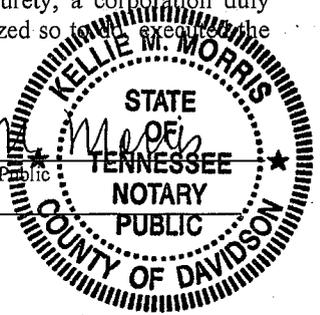
STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rhonda Talley with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Brenda D Heffner, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to execute the foregoing bond, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 2nd day of June, 2014.

My Commission Expires: May 8, 2017.

Kellie M. Morris
Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons referenced by T. C. A. § 7-86-119)

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of HC 9-1-1 ECD Emergency Communications District, on this 11th day of June, 2014.

Signed: Don Allen
Chairman of the Board of Directors

CERTIFICATION:

I, Eddie Phillips Secretary of the Board of Directors of HC 9-1-1 ECD Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 11th day of June, 2014 and entered upon the minutes thereof.

Signed: Eddie Phillips
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds) (Record in County where office of the Emergency Communications District is located.)

FOR USE BY REGISTER OF DEEDS

SECTION III.

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 20____.

Signed: _____
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rhonda TALLEY, April PARRIGIN, Kelley BENNETT, John F. KILLEBREW and Gary SANDERS, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2014.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 23rd day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ____ day of _____, 20____.



Geoffrey Delisio

Geoffrey Delisio, Vice President



Hamilton County Board of Commissioners RESOLUTION

No. 714-21

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF MAY 1, 2014, THROUGH MAY 31, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the following purchases were made between May 1, 2014, through May 31, 2014.

May 2, 2014, \$24,623.59 for 8,453 gallons of E-10 gasoline at 2.9130 per gallon from Pilot Travel Centers, LLC.

May 6, 2014, \$23,390.26 for 7,964 gallons of diesel fuel at 2.9370 per gallon from Jat Oil, Inc.

May 7, 2014, \$1,757.40 for 600 gallons of regular unleaded gasoline at 2.9290 per gallon from Jat Oil, Inc.

May 7, 2014, \$8,734.28 for 2,982 gallons of regular unleaded gasoline at 2.9290 per gallon from Jat Oil, Inc.

May 15, 2014, \$24,702.46 for 8,476 gallons of E-10 gasoline at 2.9144 per gallon from Mansfield Oil Company.

May 16, 2014, \$24,790.50 for 8,454 gallons of E-10 gasoline at 2.9324 per gallon from Pilot Travel Centers, LLC.

May 22, 2014, \$24,536.51 for 8,413 gallons of E-10 gasoline at 2.9165 per gallon from Pilot Travel Centers, LLC.

May 23, 2014, \$4,486.20 for 1,483 gallons of regular unleaded gasoline at 3.0251 per gallon from Parman Energy.

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

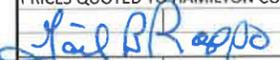
Approved:

Vetoed:

County Mayor

July 16, 2014

Date

Date:		5/2/2014	5/6/2014	5/7/2014	5/7/2014	5/15/2014	5/16/2014	5/22/2014	5/23/2014					
Location		Sheriff's Sub-Station	Silverdale	ESNP	CFP Maintenance	Silverdale	White Oak	Career Lane	Riverpark					
Sweetwater (HC)	Gasoline			No quote	No quote				No quote					
	E-10 Gasoline	2.9389				2.9549	3.0030	2.9309						
	Diesel		No quote											
	Bio Diesel													
Jat Oil (HC)	Gasoline			2.9290	2.9290				3.1290					
	E-10 Gasoline	3.0990				2.9470	2.9460	2.9290						
	Diesel		2.9370											
	Bio Diesel													
Collins Oil	Gasoline			No quote	No quote				No quote					
	E-10 Gasoline	No quote				2.9640	2.9580	No quote						
	Diesel		2.9450											
	Bio Diesel													
Mansfield	Gasoline			No quote	No quote				No quote					
	E-10 Gasoline	2.9454				2.9144	2.9428	No quote						
	Diesel		2.9508											
	Bio Diesel													
Rogers Petroleum	Gasoline			No quote	No quote				No quote					
	E-10 Gasoline	No quote				No quote	No quote	No quote						
	Diesel		No quote											
	Bio Diesel													
Parman (HC)	Gasoline			No quote	No quote				3.0251					
	E-10 Gasoline	2.9635				2.9468	2.9496	2.9439						
	Diesel		2.9468											
	Bio Diesel													
Dupree Oil	Gasoline			No quote	No quote				No quote					
	E-10 Gasoline	No quote				No quote	No quote	No quote						
	Diesel		No quote											
	Bio Diesel													
Pilot Travel	Gasoline			No quote	No quote				4.2975					
	E-10 Gasoline	2.9130				2.9247	2.9324	2.9165						
	Diesel		2.9598											
	Bio Diesel													
	Gasoline													
	E-10 Gasoline													
	Diesel													
I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF MAY 1, 2014 THROUGH MAY 31, 2014														
														
Gal B. Roppo Director of Purchasing														

Unleaded Gasoline	May 2014	YTD
Gallons Purchased	5,065	46,641
Total Cost	\$14,977.88	\$137,852.57
Average Cost/Gallon	\$2.957	\$2.956
E-10		
Gallons Purchased	33,796	426,473
Total Cost	\$98,653.05	\$1,153,937.53
Average Cost/Gallon	\$2.919	\$2.706
Diesel		
Gallons Purchased	7,964	182,711
Total Cost	\$23,390.26	\$561,770.86
Average Cost/Gallon	\$2.937	\$3.075
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 714-22

A RESOLUTION ACCEPTING THE BID OF POTTERS INDUSTRIES, LLC FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING AUGUST 17, 2014, THROUGH AUGUST 16, 2015, FOR REFLECTIVE GLASS BEADS FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for reflective glass beads for the Highway Department / Traffic Shop; and,

WHEREAS, the bid from Potters Industries, LLC amounting to \$570.00 per container was considered to be the lowest and best bid received; and,

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

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

That the bid of Potters Industries, LLC for one (1) year contract pricing beginning August 17, 2014, through August 16, 2015, for reflective glass beads for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 16, 2014

Date

Bid#0614-154 Glass Sphere Reflective Beads
Hamilton County, Tennessee

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) contract unit pricing for **Glass Sphere Reflective Beads** for the Highway Department. All pricing must include shipping/delivery to Hamilton County Highway Department.

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 June 24, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0614-154: Glass Sphere Reflective Beads". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the bid/proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0614-154 Glass Sphere Reflective Beads	Bid #0614-154 Glass Sphere Reflective Beads
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

DESCRIPTION:

Glass Sphere Reflective Beads to be used in traffic paint to stripe roads in Hamilton County, Tennessee.

SPECIFICATIONS:

**Estimated quantities used – 40 ton per year.
To be ordered as needed.
2,000 lb. containers.**

Bid#0614-154 Glass Sphere Reflective Beads
Hamilton County, Tennessee

**Pricing to include shipping cost.
Must meet the requirements of the Tennessee Department of Transportation.**

MUST HAVE LETTER OF MATERIAL CERTIFICATION WITH SHIPMENT.

**To be delivered to: Hamilton County Highway Department
7625 Standifer Gap Road
Chattanooga, TN 37421**

CONTACTS

**Questions concerning product specifications should be directed to Mr. Gene Quinn,
Highway Department Traffic Shop, (423) 855-6100.**

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

PRICING

Price per 2,000 lb. container:\$ _____

Company Name: _____

By: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, Title VI /EEO Officer
Telephone: 423.209.6146
Fax: 423.209.6145
Email: TitleVI@HamiltonTN.gov

- 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 0614-154 - Log
Glass Sphere Reflective Beads

6/12/2014 7:41 AM Eastern

Bids Due Date/Time: 6/24/2014 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 6/24/2014 10:30:00 AM Eastern
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Message Summary	Message Detail	Document Detail
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Message Summary export print

Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
6/12/2014 7:41:03AM	Eastern	Linda Chumbler	0614-154 - Glass Sphere Reflective Beads	Invitation	Please click on the above solicitation number to access bid documents.	155	0

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

Please run the attached ad on June 12, 2014, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Reflective Glass Beads will be opened at 10:30 AM (ET) on June 24, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



Reflective Glass Beads
June 24, 2014

Highway Department
10:30 A.M.

Vendors:	Potters Industries LLC	Swarco Industries Inc.	Weissker Manufacturing LLC	Florida Transcor
Bid Price per Container	\$570.00	\$575.00	\$738.00	\$752.00
Delivery:	10 days ARO	15 days ARO	21 days	5-7 days ARO
Terms:	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	6/12/2014
Vendor Mailing:	155
Vendor Response:	4
Budgeted:	Operating



Hamilton County Board of Commissioners

RESOLUTION

No. 714-23

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO CONVEY RIGHT OF WAY, PERMANENT DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS TO THE CITY OF CHATTANOOGA TO FACILITATE ROADWAY IMPROVEMENTS FOR PORTIONS OF BONNY OAKS DRIVE AND VOLKSWAGEN DRIVE, KNOWN AS THE VOLKSWAGEN STATE INDUSTRIAL ACCESS (SIA) EXPANSION PROJECT.

WHEREAS, Hamilton County (County) owns certain property, known as the Tyner Redoubt Soccer Complex and property owned jointly with the City of Chattanooga (City) known as the Enterprise South Industrial Park, with frontage located on Bonny Oaks Drive and Volkswagen Drive; and,

WHEREAS, the Tennessee Department of Transportation (TDOT) has requested from the County a donation of right of way, permanent drainage and temporary construction easements to facilitate improvements of said roadways, which once complete, will be maintained by the City in accordance with the attached or similar Easement and Warranty Deed documents; and,

WHEREAS, roadway improvements and location of said right of way and easements have been reviewed by representatives of the City and County and will have no effect on the current or future use of the property; and,

WHEREAS, it is in the best interest of Hamilton County to donate said right of way and easements to facilitate roadway improvements for the Volkswagen SIA Expansion project, being funded by the State of Tennessee, to benefit and further enhance economic development within the Enterprise South Industrial Park.

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

That the County Mayor is hereby authorized to execute all documents necessary to convey right of way, permanent drainage and temporary construction easements to the City of Chattanooga, in accordance with the attached or similar Easement and Warranty Deed documents, on portions of property owned by Hamilton County and jointly with the City of Chattanooga, in order to facilitate roadway improvements for

the Volkswagen State Industrial Access (SIA) Expansion project at the Enterprise South Industrial Park.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 16, 2014

Date

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
INITIAL CONTACT

DATE X 4-15-14

STATE PROJ. 33960-2509-04
FEDERAL PROJ. N/A

COUNTY HAMILTON
REGION II

On X 4-15-14, I the owner(s) of property depicted on the Attached right-of-way plan sheet and designated as Tract No. 3 was personally contacted By Jamuna D. Hicks, Row Agent 3 by mail to Paul Parker. At this time the purpose of the highway project identified above as well as the details concerning the effects of the project on my property were discussed. The plan sheet referenced above and a brochure outlining the acquisition process of the Tennessee Department of Transportation were presented and explained.

In accordance with the above mentioned meeting and based on the discussion of benefits and rights available to me as an affected owner of land required for a highway improvement I have made the following elections and/or determinations. (check one)

Being fully apprised of my right to receive just compensation for the property in question, I have freely determined to waive the rights to have the property appraised and receive just compensation. I agree to donate said lands to City of Chattanooga and will execute a Deed of Transfer to accomplish said donation for the express consideration of advancing the construction of the above referenced highway project.

Being fully apprised of my right to receive just compensation for the property in question, I request that an appraisal be prepared and that an offer of just compensation be provided for my consideration in granting the land required for the construction of the above referenced highway project. In accordance with this request I am aware of my right to accompany the appraiser during his inspection of my property and I hereby (check one):

Elect to accompany the appraiser during his inspection.

Decline such right.

The above elections being given freely this X day of X 2014.

Jamuna D. Hicks, Row Agent 3
AGENT

OWNER

OWNER

COMMENTS

E A S E M E N T S

<u>PROJECT</u>	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/PARCEL</u>
33960-1509-04	Hamilton	2	139 / 001.01

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration,

HAMILTON COUNTY, TENNESSEE

("Grantor(s)") has bargained and sold, and, by these presents, donates, transfers and conveys unto the **CITY OF CHATTANOOGA, TENNESSEE** ("Grantee") the easement(s) for the land and/or land rights, more particularly described as follows:

Located in Hamilton County, Tennessee:

Parcel No. 1: Being a permanent drainage easement on Highway Project No. 33960-1509-04 and lying south of and adjacent to the present right-of-way line of State Route 317 and being more particularly described as follows: Beginning at a point of intersection between the present right of way line of State Route 317 and the permanent drainage easement line, 60.00 feet Right of State Route 317 centerline station 44+70.00; thence curving to the right in a southeasterly direction an arc length of 405.83 feet along a non-tangential curve concave southwest having a radius of 1085.92 feet and a chord bearing of north 59 degrees 38 minutes 31 seconds west 403.48 feet to a point of intersection with present right-of-way line of State Route 317, 67.61 feet Right of State Route 317 centerline station 49+00.00; thence south 40 degrees 54 minutes 50 seconds west 10.00 feet to a point, 77.61 feet Right of State Route 317 centerline station 49+00.00, thence curving to the left in a northwesterly direction an arc length of 402.11 feet along a non-tangential curve concave south having a radius of 1075.92 feet and a chord bearing of south 59 degrees 38 minutes 28 seconds east 399.77 feet to a point, 70.00 feet Right of State Route 317 centerline station 44+70.00; thence along said permanent drainage easement line north 19 degrees 34 minutes 20 seconds east 10.00 feet to the point of beginning, containing 4040 square feet, more or less.

Being a permanent drainage easement for the routing and flow of surface water as required by the Department of Transportation caused by the construction of Highway Project No. 33960-1509-04 over the above described lands of the grantor herein including rights of ingress and egress over the lands of the grantor herein for the purpose of construction and maintenance on said easement.

Parcel No. 2: Being a temporary construction easement on Highway Project No. 33960-1509-04 and lying south of and adjacent to the present right-of-way line of State Route 317 and beginning at 60.00 feet right of project centerline station 40+85.45, and ending at 67.81 feet right of project centerline station 44+70.00 and having a width varying from Zero (0) feet to Ten (10) feet more or less.

The above described parcel of land is hereby conveyed as a temporary easement for the construction of working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of three (3) years from and after the commencement of construction.

Parcel No. 3: Being a temporary construction easement on Highway Project No. 33960-1509-04 and lying south of and adjacent to the present right-of-way line of State Route 317 and beginning at 71.91 feet right of project centerline station 49+41.75, and ending at 66.71 feet right of project centerline station 50+86.16, and having a width varying from Zero (0) feet to Ten (10) feet more or less.

The above described parcel of land is hereby conveyed as a temporary easement for the construction of working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of three (3) years from and after the commencement of construction.

Parcels No. 2 & 3 containing 2389 square feet more or less.

Being all or a portion of the property conveyed to Grantor(s) under instrument of record in Deed Book GI 2570, Page 988, in the Register's Office of Hamilton County, Tennessee.

REFERENCE: The legal descriptions of the property conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in the said legal descriptions then that metric data is to be relied upon, as the English conversions are provided for information and convenience only.

The above referenced consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said easement(s), with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said easements in fee simple, have a right to convey it and the same is unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said easement(s) to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this _____ day of _____, 2014.

HAMILTON COUNTY, TENNESSEE

BY: _____
Jim Coppinger, Mayor

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared, Jim Coppinger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Mayor of Hamilton County, Tennessee, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hamilton County, Tennessee, by himself as such Mayor.

WITNESS my hand and official seal at office this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

This Instrument Prepared By:
Tennessee Department of Transportation
Region II – Right of Way
P.O. Box 22368
Chattanooga, TN 37422

Owner's Name and Address:
City of Chattanooga, Tennessee
101 East 11th Street
Chattanooga, TN 37402

Mail Tax Bills To:
Owner is tax exempt

TENNESSEE D. O. T.
REGION II
ENGINEERING DESCRIPTION CHECKED
BY: SAH DATE 4/17/14

WARRANTY DEED

<u>PROJECT</u>	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/PARCEL</u>
33960-1509-04	Hamilton	3	<i>130 / 001.00</i>

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration,

HAMILTON COUNTY, TENNESSEE

("Grantor(s)") has bargained and sold, and, by these presents, donates, transfers and conveys unto the **CITY OF CHATTANOOGA, TENNESSEE** ("Grantee") the land and/or land rights, more particularly described as follows:

Located in Hamilton County, Tennessee:

Parcel No. 1: Beginning at a point of intersection between the north present right-of-way line of Volkswagen Drive and the north proposed right of way line of Volkswagen Drive on Highway Project No. 33960-1509-04, being 108.36 feet Left of Volkswagen Drive centerline station 150+55.12; thence along said proposed right of way line as follows: north 87 degrees 22 minutes 30 seconds east 55.10 feet to a point, 69.40 feet Left of Volkswagen Drive centerline station 150+94.08, north 42 degrees 22 minutes 30 seconds east 67.46 feet to a point, 69.40 feet Left of Volkswagen Drive centerline station 151+61.55, thence curving to the right in a northeasterly direction an arc length of 169.65 feet along a tangential curve concave southeast having a radius of 1501.68 feet and a chord bearing of north 45 degrees 36 minutes 41 seconds east 169.56 feet to a point, 69.40 feet Left of Volkswagen Drive centerline station 153+23.35; thence curving to the right in a northeasterly direction an arc length of 27.17 feet along a tangential curve concave southeast having a radius of 28.00 feet and a chord bearing of north 76 degrees 38 minutes 44 seconds east 26.12 feet to a point, 57.40 feet Left of Volkswagen Drive centerline station 153+45.57; thence curving to the right in a northeasterly direction an arc length of 212.92 feet along a non-tangential curve concave southeast having a radius of 1489.68 feet and a chord bearing of north 53 degrees 49 minutes 52 seconds east 212.74 feet to a point, 57.40 feet Left of Volkswagen Drive centerline station 155+50.28; thence curving to the right in a northeasterly direction an arc length of 305.23 feet along a non-tangential curve concave southeast having a radius of 1482.18 feet and a chord bearing of north 66 degrees 18 minutes 02 seconds east 304.70 feet to a point of intersection with the present right-of-way line of Volkswagen Drive, 44.00 feet Left of Volkswagen Drive centerline station 158+45.37; thence along said present right of way line as follows: thence curving to the left in a southwesterly direction an arc length of 492.64 feet along a tangential curve concave south having a radius of 1476.30 feet and a chord bearing of south 59 degrees 23 minutes 59 seconds west 490.36 feet to a point, 44.00 feet Left of Volkswagen Drive centerline station 153+48.15; thence curving to the left in a southwesterly direction an arc length of 35.01 feet along a non-tangential curve concave southwest having a radius of 26.00 feet and a chord bearing of south 87 degrees 26 minutes 05 seconds west 32.43 feet to a point, 64.00 feet Left of Volkswagen Drive centerline station 153+23.56; thence curving to the left in a southwesterly direction an arc length of 66.64 feet along a non-tangential curve concave southeast having a radius of 1496.28 feet and a chord bearing of south 47 degrees 34 minutes 48 seconds west 66.64 feet to a point, 64.00 feet Left of Volkswagen Drive centerline station 152+59.77; south 07 degrees 17 minutes 39 seconds east 12.45 feet to a point, 54.00 feet Left of Volkswagen Drive centerline station 152+52.65, thence curving to the left in a southwesterly direction an arc length of 94.54 feet along a non-tangential curve concave southeast having a radius of 1486.28 feet and a chord bearing of south 44 degrees 11 minutes 50 seconds west 94.52 feet to a point, 54.00 feet Left of Volkswagen Drive centerline station

151+61.55; south 42 degrees 22 minutes 30 seconds west 70.79 feet to a point, 54.00 feet Left of Volkswagen Drive centerline station 150+90.75, thence curving to the right in a southwesterly direction an arc length of 42.87 feet along a tangential curve concave northwest having a radius of 28.50 feet and a chord bearing of south 85 degrees 28 minutes 00 seconds west 38.94 feet to a point, 57.62 feet Left of State Route 317 centerline station 48+50.08; south 38 degrees 33 minutes 30 seconds west 5.00 feet to a point, 52.62 feet Left of State Route 317 centerline station 48+50.05, thence curving to the left in a northwesterly direction an arc length of 28.18 feet along a non-tangential curve concave southwest having a radius of 1205.92 feet and a chord bearing of north 52 degrees 06 minutes 40 seconds west 28.18 feet to the point of beginning, containing 0.205 acres, more or less.

The above described parcel of land is hereby conveyed in fee simple.

Parcel No. 2: Being a proposed slope easement on Highway Project No. 33960-1509-04 and lying north of and adjacent to the proposed right-of-way line as described in parcel no. 1 and beginning at 70.34 feet left of Volkswagen Drive project centerline station 151+00.00, and ending at 45.21 feet left of Volkswagen Drive project centerline station 158+20.57, and having a width varying from Zero (0) feet to Thirty-one (31) feet, more or less, and containing 0.256 acres, more or less.

The above described parcel of land is hereby conveyed as an easement for the construction of slopes outside the proposed right of way line. The land on which the slopes are to be constructed remains the property of the grantor. This easement shall terminate upon the completion of the construction of the project.

Parcel No. 3: Being a temporary construction easement on Highway Project No. 33960-1509-04 and lying north of and adjacent to the slope easement as described in parcel no. 2 and beginning at 80.89 feet left of Volkswagen Drive project centerline station 150+82.59, and ending at 52.43 feet left of Volkswagen Drive project centerline station 158+20.57, and having a width of Ten (10) feet, more or less, and containing 0.171 acres, more or less.

The above described parcel of land is hereby conveyed as a temporary easement for the construction of working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of three (3) years from and after the commencement of construction.

Being all or a portion of the property conveyed to Grantor(s) under instrument of record in Deed Book GI 7476, Page 1, in the Register's Office of Hamilton County, Tennessee.

REFERENCE: The legal descriptions of the property conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in the said legal descriptions then that metric data is to be relied upon, as the English conversions are provided for information and convenience only.

The above referenced consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same is unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this _____ day of _____, 2014.

HAMILTON COUNTY, TENNESSEE

BY: _____
Jim Coppinger, Mayor

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared, Jim Coppinger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Mayor of Hamilton County, Tennessee, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hamilton County, Tennessee, by himself as such Mayor.

WITNESS my hand and official seal at office this _____ day of _____, 2014.

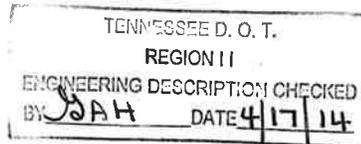
NOTARY PUBLIC

My Commission Expires:

This Instrument Prepared By:
Tennessee Department of Transportation
Region II – Right of Way
P.O. Box 22368
Chattanooga, TN 37422

Owner's Name and Address:
City of Chattanooga, Tennessee
101 East 11th Street
Chattanooga, TN 37402

Mail Tax Bills To:
Owner is tax exempt





Hamilton County Board of Commissioners RESOLUTION

No. 714-24

A RESOLUTION ACCEPTING THE PROPOSAL OF PLAYCORE HOLDINGS, INC. dba PLAYCORE WISCONSIN, INC. & GAMETIME FOR PLAYGROUND EQUIPMENT FOR LOOKOUT VALLEY ELEMENTARY SCHOOL AMOUNTING TO \$34,998.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for playground equipment for Lookout Valley Elementary School for the Recreation Department; and,

WHEREAS, the proposal from Playcore Holdings, Inc. dba Playcore Wisconsin, Inc. & GameTime was considered to be the best bid received; and,

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

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

That the proposal of Playcore Holdings, Inc. dba Playcore Wisconsin, Inc. & GameTime for playground equipment for Lookout Valley Elementary School amounting to \$34,998.00 is hereby accepted, said proposal being the 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

July 16, 2014

Date

Playground Equipment for Lookout Valley Elementary School
 Recreation Department
 June 26, 2014 10:30 A.M.

Vendors:	Rich	Playcore	Bliss	First Place	Great
	Construction	(HC)	Products &	Finish	Southern
	Inc.		Services	Inc.	Recreation
Total Bid Price:	\$37,966.00	\$34,998.00	\$32,702.62	\$35,000.00	\$34,995.41
Alternate Proposal:		\$29,993.00			
Delivery:	45 days ARO	7 weeks ARO	90 days	50 days ARO	45-50 days
	del of equip.	complete install	del of equip	complete install	del of equip

Request For Bids:	
Newspaper Ad:	6/6/2014
Vendor Notification:	136
Vendor Response:	5
Budgeted:	Discretionary/ Bond Funds

Recommendation: The GameTime proposal contained the best combination of playground features, as well as being considered the best value for the money. Playground installation to be completed within seven (7) weeks.



Hamilton County Board of Commissioners RESOLUTION

No. 714-25

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 \$537,000.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF BIOTERRORISM PREPAREDNESS ACTIVITIES FOR THE 12 MONTH TIME PERIOD BEGINNING JULY 1, 2014 – JUNE 30, 2015.

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 \$537,000.00 in State funds for the purpose of providing Bioterrorism preparedness activities for the time period of July 1, 2014 – June 30, 2015.

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

July 16, 2014

Date

**GRANT CONTRACT**

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

Begin Date July 1, 2014	End Date June 30, 2015	Agency Tracking # 34360-31815	Edison ID		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department				Edison Vendor ID 4208	
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 93.069, 93.889			
Service Caption (one line only) Public Health Emergency Preparedness					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015		\$537,000.00			\$537,000.00
TOTAL:		\$537,000.00			\$537,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional) HL00007869/HL00012177		Account Code (optional) 71301000			

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

This Grant Contract, by and between the State of Tennessee, Department Of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Public Health Emergency Preparedness, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. Service Definitions.

- a. "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 the approximately 345,549 people living in this 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 1 (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 and to include Pandemic Influenza Preparedness and HPP activities.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. Maintain appropriate personnel records (e.g., time and attendance, leave, travel, etc.) for review by the State or other appropriate agency.
- h. 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 subsections 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.d. and A.6.b.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom:	Requested Format
<i>Participate in the planning and coordination of needs assessment and service delivery in coordination with the State.</i>	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.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Thirty Seven Thousand Dollars (\$537,000.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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, and/or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said 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 of Tennessee.
 - 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 said 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

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

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and

eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller.tn.gov/ma/nonprofit/nonprofit1.pdf>. 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.comptroller.tn.gov/la/CityManual/2013CityManualAllpgs_final.pdf and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating

to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.16. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

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

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

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

and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

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

E. SPECIAL TERMS AND CONDITIONS:

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

The State:

Paul Petersen, Pharm.D., EP 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- 8529
 FAX # (615) 532-5902

The Grantee:

Rebecca Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403
 Email Address: beckyb@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. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. 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.5. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

- E.8. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.9. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.11. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or 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.12. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

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

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

- E.14. 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 Barnes 7.1.14
 GRANTEE SIGNATURE DATE

Becky Barnes, Administrator

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:

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

DATE

ATTACHMENT 1
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, 2014 and ending June 30, 2015.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH³	TOTAL PROJECT
1	Salaries ²	\$337,200.00	\$0.00	\$337,200.00
2	Benefits & Taxes	\$148,200.00	\$0.00	\$148,200.00
4, 15	Professional Fee/ Grant & Award ²	\$2,500.00	\$0.00	\$2,500.00
5	Supplies	\$33,100.00	\$0.00	\$33,100.00
6	Telephone	\$7,600.00	\$0.00	\$7,600.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,900.00	\$0.00	\$1,900.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings ²	\$5,500.00	\$0.00	\$5,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$53,700.00	\$53,700.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$537,000.00	\$53,700.00	\$590,700.00

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

² Applicable detail follows this page if line-item is funded.

³ 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 1
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, 2014 and ending June 30, 2015.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH³	TOTAL PROJECT
1	Salaries ²	\$287,900.00	\$0.00	\$287,900.00
2	Benefits & Taxes	\$131,000.00	\$0.00	\$131,000.00
4, 15	Professional Fee/ Grant & Award ²	\$2,500.00	\$0.00	\$2,500.00
5	Supplies	\$30,100.00	\$0.00	\$30,100.00
6	Telephone	\$7,000.00	\$0.00	\$7,000.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,900.00	\$0.00	\$1,900.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings ²	\$5,500.00	\$0.00	\$5,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$46,700.00	\$46,700.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$466,900.00	\$46,700.00	\$513,600.00

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

² Applicable detail follows this page if line-item is funded.

³ 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 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

SALARIES	AMOUNT
Novak, Sabrina - Environmental Scientist, \$5,156.25 x 12 x 100%	\$61,875.00
Fulbright, Bev - Nurse Specialist, \$4,158.25 x 12 x 100%	\$49,899.00
Reese, Carol - Senior Secretary, \$2,482.92 x 12 x 100%	\$29,795.04
Walker, Dan - Epidemiologist, \$5,000.00 x 12 x 100%	\$60,000.00
Harris, Tammy - Nurse Specialist/Trainer, \$4,018.17 x 12 x 100%	\$48,218.00
Sullivan, Laura - Volunteer Coordinator, \$3,178.75 x 12 x 100%	\$38,145.00
TOTAL ROUNDED	\$287,900.00

PROFESSIONAL GRANT/FEE AWARD	AMOUNT
Subscription Service for On-line Training Tool	\$2,500.00
TOTAL	\$2,500.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Instate Local Routine Travel	\$5,500.00
TOTAL	\$5,500.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)

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, 2014 and ending June 30, 2015.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH³	TOTAL PROJECT
1	Salaries ²	\$49,300.00	\$0.00	\$49,300.00
2	Benefits & Taxes	\$17,200.00	\$0.00	\$17,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$3,000.00	\$0.00	\$3,000.00
6	Telephone	\$600.00	\$0.00	\$600.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$7,000.00	\$7,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,100.00	\$7,000.00	\$77,100.00

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

² Applicable detail follows this page if line-item is funded.

³ 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 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

SALARIES	AMOUNT
Wolverton, Virginia - Regional Hospital Coordinator, \$4,110.33 x 12 x 100%	\$49,323.96
TOTAL ROUNDED	\$49,300.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

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

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

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

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title:

Title:

Title:

Date:

Date:

Date:

ATTACHMENT:

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

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

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

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

Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

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

Schedule C - Final Page STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

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



Hamilton County Board of Commissioners RESOLUTION

No. 714-26

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN AN AGREEMENT IN THE AMOUNT OF \$50,000 WITH THE CHATTANOOGA AREA URBAN LEAGUE TO PROVIDE CERTAIN CONTRACT COMPLIANCE SERVICES FOR A CONTRACT PERIOD BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015

WHEREAS, under the direction of the County Mayor and through the Equal Employment Opportunity (EEO) office and the Development Department, the County performs certain functions related to developing, implementing, and maintaining procedures in accordance with the Hamilton County EEO policy and performs certain functions related to EEO and affirmative action compliance; and,

WHEREAS, the County seeks the assistance of the Chattanooga Area Urban League (CAUL) to enable the County to prevent discrimination and to maximize economic opportunities for minority businesses and individuals by performing certain services for the County as set forth in the project agreement; and,

WHEREAS, the agreement will cover the period July 1, 2014 to June 30, 2015 and will not exceed \$50,000; and

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

The County Mayor is hereby authorized to sign an agreement (copy available upon request) with the CAUL upon the terms and conditions contained therein for an amount not to exceed \$50,000, in previously budgeted funds.

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

July 16, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 714-27

A RESOLUTION TO AUTHORIZE PAYMENT OF \$20,000.00 TO BRANDON CARTER AND HIS ATTORNEYS, HOUSTON & ZIEBOLD FOR BODILY INJURY INCURRED AS A RESULT OF AN AUTOMOBILE ACCIDENT WITH A HAMILTON COUNTY PARKS & RECREATION VEHICLE.

WHEREAS, Hamilton County Government operates various vehicles for road use in the delivery of various services throughout the County; and,

WHEREAS, the Hamilton County Parks & Recreation Department operated a vehicle on Hixson Pike on September 3, 2013 which collided with claimant’s vehicle that was traveling on Adams Road; and,

WHEREAS, the County may be legally responsible for said damage; and,

WHEREAS, the County has reached an agreement for settlement of bodily injury related to this claim with claimant and his attorney, totaling \$20,000.00; and,

WHEREAS, the County has funds budgeted through its self-insurance program to handle such claims.

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

That the Board of Commissioners hereby authorizes the payment of \$20,000.00 to Brandon Carter and his attorney, Meredith Ziebold, Houston & Ziebold for full and final settlement of this bodily injury claim arising from accident on Hixson Pike and Longview Road in Hixson, Tennessee on September 3, 2013.

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

July 16, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 714-28

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT & R-2 RESIDENTIAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 2016 OOLTEWAH-RINGGOLD ROAD

WHEREAS, Mike Moon/Byron Defoor petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District & R-2 Residential District to R-1 Single Family Residential District, property located at 2016 Ooltewah-Ringgold Road , and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Mike Moon/Byron Defoor 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 July 16, 2014, concerning the passage of this Resolution as required by law, and such hearing 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, subject to: 1) A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built. 2) Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive. 3) No driveways to access Leslie Sandidge Drive. 4) Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road. 5) Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots. 6) The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony. 7) Applicant will have sidewalks within the new Subdivision along the new streets.

Applicant will install these as homes are built. 8) Applicant will provide decorative lighting within new Subdivision, to rezone from A-1 Agricultural District & R-2 Residential District to R-1 Single Family Residential District, property located at 2016 Ooltewah-Ringgold Road. An unplatted tract of land located at 2016 Ooltewah-Ringgold Road, being the property described in Deed Book 9411, Page 519, ROHC. Tax Map #160-006.01 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

July 16, 2014

Date

RESOLUTION

WHEREAS, Mike Moon/ Byron Defoor 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 & R-2 Residential District to R-1 Single Family Residential District, property located at 2016 Ooltewah-Ringgold Road.

An unplatted tract of land located at 2016 Ooltewah-Ringgold Road, being the property described in Deed Book 9411, Page 519, ROHC. Tax Map #160-006.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on June 9, 2014,

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

AND WHEREAS, there was opposition present to the petition,

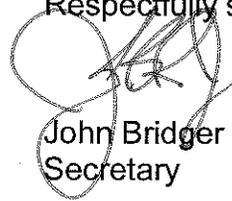
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on June 9, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to:

- 1) A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
- 2) Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.
- 3) No driveways to access Leslie Sandidge Drive.
- 4) Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
- 5) Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots.

- 6) The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
- 7) Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
- 8) Applicant will provide decorative lighting within new Subdivision.

Respectfully submitted,



John Bridger
Secretary



2014-052 Rezoning from A-1 and R-2 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-052:
 Approve, subject to the conditions listed in the Planning Commission Resolution.



425 ft



Chattanooga Hamilton County Regional Planning Agency



STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-052	PC Meeting Date: 06-09-14
Applicant Request:	Rezoning from A-1 Agricultural District and R-2 Rural Residential District to R-1 Single-Family Residential District	
Property Location:	2016 Ooltewah-Ringgold Road	
Property Owner:	Byron Defoor	
Applicant:	Mike Moon	
Staff Recommendation:	APPROVE	

PROJECT ANALYSIS**RPA Land Use & Transportation Comments****Project Description**

The applicant is proposing a single-family residential subdivision.

Site Description

There is a church building on the 17 acre site. East Hamilton Middle High School is to the west across Ooltewah-Ringgold Road. The adjacent R-1 Residential District subdivision of East Colony has a density of 1.6 dwelling units per acre and an adjacent A-1 Agriculture District subdivision of Frost Creek Farms to the south has a density of 0.9 dwelling units per acre. Less than a mile south on Ooltewah-Ringgold Road is the Edgewater Subdivision of R-T/Z Residential Townhouse/Zero-Lot Line District with a density of 4.3 dwelling units per acre.

Zoning History

In 2010, an R-1 Single-Family Residential District rezoning (Case 2010-053) and a 35 lot Planned Unit Development (Case 2010-052) request were made for a nine-acre portion of this site. This Planned Unit Development proposed smaller lot widths and sizes than allowed in the R-1 Single-family Residential District. These requests were denied by the County Commission. Staff comments did note that this development pattern might be appropriate if the site was directly across from or abutting the East Hamilton Middle High School.

Plans/Policies

There is no current adopted land use plan for this area.

The Comprehensive Plan places this area at the edge of the Outer Suburban Growth Development Sector and the Transitional Growth Development Sector. The Outer Suburban Growth Development Sector highlights conventional subdivisions separated from commercial uses and allows for medium-density residential developments. The Transition Growth Development Sector encourages low-density residential development and recommends that neighborhoods set aside significant natural visas and landscape features in exchange for higher densities. This site is located north of the Outer Suburban Growth Development Sector Opportunity Area at Ooltewah-Ringgold Road and East Brainerd Road identifying it as an area which is intended for a more intensive development pattern.

Departmental Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County and Water Quality Program staff. In addition, all land development in Hamilton County is further required to comply with current building codes, zoning regulations, water quality and landscape regulations.

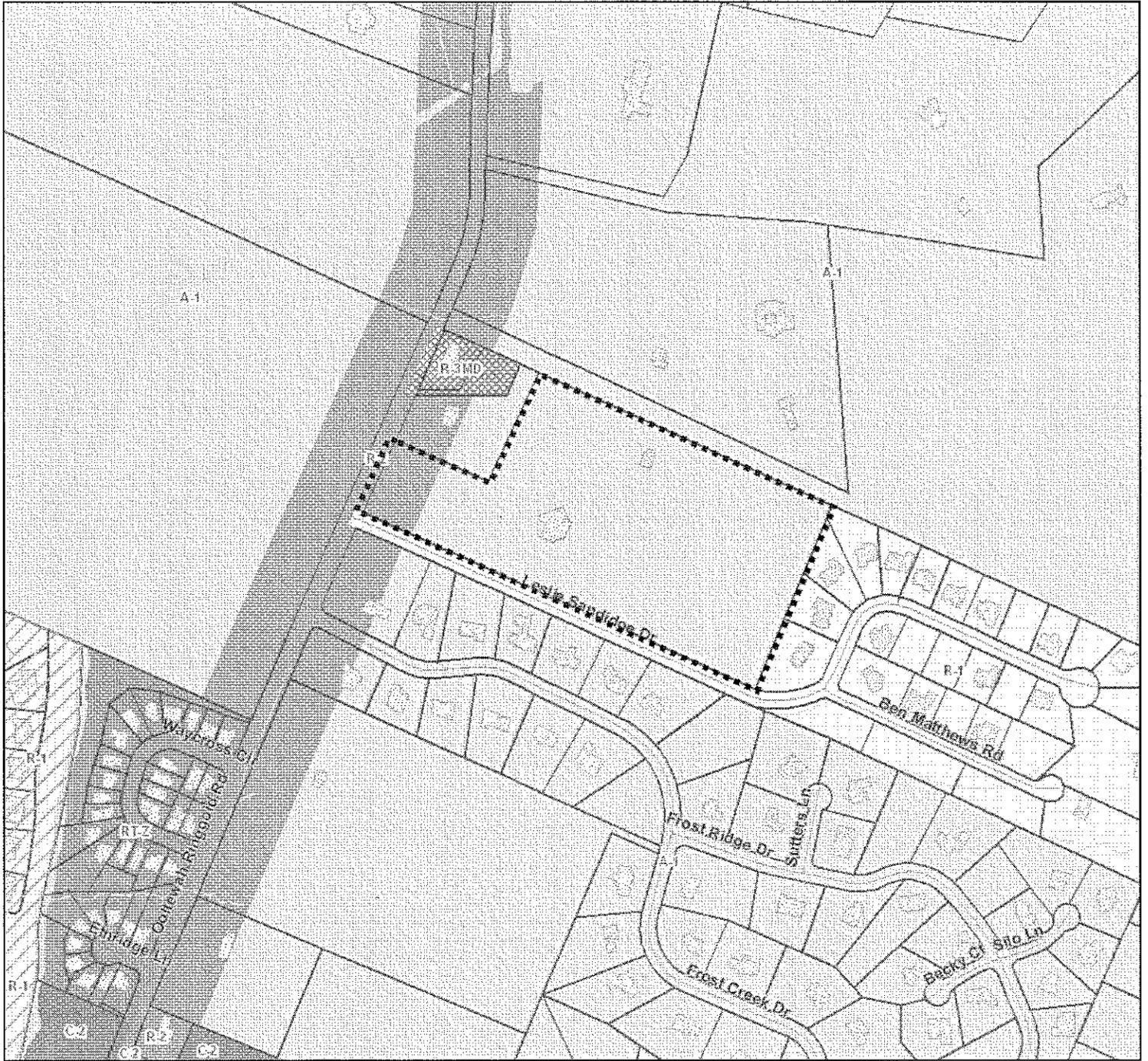
STAFF CASE REPORT TO PLANNING COMMISSION

RPA Summary

The current zoning is A-1 Agriculture District permits single-family dwelling units at a maximum of two dwelling units per acre. The front portion of this site is currently zoned R-2 Urban Residential District which allows a maximum of 5.8 dwelling units per acre on sewer or 1.7 dwelling units per acre on septic. The applicant is asking for an R-1 Single-Family Residential District which allows for a maximum possible density of 5.8 dwelling units per acre on sewer or 1.7 dwelling units per acre on septic. The adjacent A-1 Agricultural Zone subdivision backs up to Leslie Sandidge Drive with the rear of the houses facing the street and the street itself providing a buffer between zones.

The R-1 Single-Family Residential District is a continuation of the adjacent eastern subdivision's zoning and fronts on Ooltewah-Ringgold Road directly across from East Hamilton Middle High School. Infrastructure, in the form of sewers, is accessible to the site and therefore provides the possibility of development more similar to the Outer Suburban Growth Development Sector. The site sits half a mile from a designated Opportunity Area for more intense mixed-use development.

This zoning request differs from the past denied request as it meets the more restrictive subdivision standards of R-1 Residential District (instead of the flexibility allowed by the Planned Unit Development) and is located directly across from East Hamilton Middle High School. Therefore the RPA recommends approval.



2014-052 Rezoning from A-1 and R-2 to R-1



425 ft

Chattanooga Hamilton County Regional Planning Agency

