

Hamilton County Board of County Commissioners

July 06, 2016

AGENDA

ROLL CALL

INVOCATION - **Commissioner Mackey**

PLEDGE TO THE FLAG - **Commissioner Mackey**

Presentation	Commissioner Marty Haynes - Presentation to Morgan McLean - Agenda Session Only - June 29, 2016
Presentation	Sheriff's Department Annual Report for 2015 - Agenda Session Only June 29, 2016
Minutes	Recessed Meeting - June 8, 2016
Minutes	Agenda Session - June 8, 2016
Minutes	Regular Meeting - June 15, 2016
Report	Trustee Excess Fee Report May 2016
Report	Trustee Monthly Report May 2016
Report	Juvenile Court Clerk's Report March and April 2016
Res. No. 716-1	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the oath of Deputy County Clerk, and the oaths of Deputy Sheriffs.
Res. No. 716-2	A Resolution to reappoint one member to the Hamilton County Health and Safety Hearing Board beginning July 6, 2016 and ending July 6, 2018.
Res. No. 716-3	A Resolution authorizing the appointment and/or reappointment of representatives to the Hamilton County Community Corrections Advisory Board.
Res. No. 716-4	A Resolution making an appropriation to East Tennessee Symphony Orchestra in the amount of one thousand dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Nine.
Res. No. 716-5	A Resolution making an appropriation to The Chattanooga Girls Leadership Academy, Inc., in the amount of one thousand dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Four.
Res. No. 716-6	A Resolution making an appropriation to East Tennessee Symphony Orchestra in the amount of one thousand dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Seven.
Res. No. 716-7	A Resolution making an appropriation to the National Coalition of 100 Black Women Chattanooga Chapter, Inc., in the amount of two thousand five hundred dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Five.
Res. No. 716-8	A Resolution making an appropriation to Lakeside Youth Association in the amount of two thousand five hundred dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Five.
Res. No. 716-9	A Resolution making an appropriation to The Links Foundation, Inc., in the amount of three thousand dollars (\$3,000.00) from General Fund discretionary monies, as allotted to District Five.
Res. No. 716-10	A Resolution to approve an agreement between the Hamilton County Sheriff's Office and the Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System to provide medical services to inmates of the Hamilton County Jail.
Res. No. 716-11	A Resolution accepting the proposals of Professional Recovery Consultants, Inc. and Gila LLC dba Municipal Services Bureau (MSB) to provide debt collection services of past due receivables for the offices of the Hamilton County Criminal Court Clerk as well as other Hamilton County offices and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 716-12 A Resolution accepting the bids of Best Buy Education, Visions of Video, and OM Office Supply Inc. for televisions, wall mounts, mobile TV carts, and prometean boards for Middle Valley, Nolan, and Wolftever Elementary Schools amounting to \$150,606.95 for the Department of Education and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 716-13 A Resolution authorizing the Hamilton County Board of Commissioners on behalf of Hamilton County to designate Hamilton County Parks and Recreation as the Holder of a Stream Conservation Easement upon property owned by the Industrial Development Board (IDB) of the City of Chattanooga within the Enterprise South Industrial Park.
- Res. No. 716-14 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of May 1, 2016, through May 31, 2016, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 716-15 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health in the amount of \$123,000.00 to provide federally facilitated marketplace application assistance to pregnant women for the time period July 1, 2016 through June 30, 2017.
- Res. No. 716-16 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, 2016 and ending on June 30, 2017, between Hamilton County and the City of Chattanooga in the amount of \$30,000.00 to provide financial assistance to families and individuals to prevent those families and individuals from becoming homeless.
- Res. No. 716-17 A Resolution accepting the bid of Sequatchie Concrete Service, Inc. for one (1) year contract pricing, beginning July 7, 2016, through July 6, 2017, with the option to renew for one (1) additional year, for concrete blocks, masonry sand and mortar for the Maintenance Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 716-18 A Resolution accepting the bid of Cargill Incorporated Deicing Technology Business for one (1) year contract pricing, beginning August 5, 2016 through August 4, 2017, for highway bulk de-icing salt for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 8, 2016**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) June 8, 2016

BE IT REMEMBERED, that on this 8th day of June, 2016, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Bankston. Commissioner Mackey was absent. Total present – 8. Total absent -1.

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

Commissioner Fairbanks introduced Assistant Pastor Ed Alexander, Stanley Heights Baptist Church, who gave the invocation. Commissioner Fairbanks led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 8, 2016**

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

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 8, 2016**

STATE OF TENNESSEE) Agenda Preparation Session
COUNTY OF HAMILTON) June 8, 2016

BE IT REMEMBERED, that on this 8th day of June, 2016, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Bankston. Commissioner Mackey was absent. Total present - 8. Total absent – 1.

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

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COMMITTEE ASSIGNMENTS

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

- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolution No. 616-13 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution No. 616-30 through 616-32 were assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolution Nos. 616-34 through 616-43 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 616-14 through 616-29, and 616-33 were heard by a Committee of the Whole.

Chairman Bankston reported that he would be moving Resolution No. 616-33 to the front of the agenda and it would now be heard by a Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-33

Chairman Bankston reminded members of the Commission and audience that the applicant would have seven minutes to make his presentation. He added that any opposition wishing to respond would have a total of nine minutes.

The applicant, Barry Kidwell, Executive Director of Mustard Tree Ministries/United Methodist Committee on Church Extension and Congregational

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Revitalization, Inc. residing at 605 Timber Ridge Drive Hixson, TN 37343 addressed the Commission regarding Resolution No. 616-33, which approves a special exceptions permit for a residential planned unit development of property located at 9125 Snow Hill Road. Mr. Kidwell noted that although the staff of the Regional Planning Commission approved the request, the Planning Commission ultimately recommended against it due to the large number of citizens in opposition.

Mr. Kidwell acknowledged the controversy surrounding the project and asked that the permit request be formally withdrawn. He noted that the ministry had not communicated the goal of the program sufficiently to nearby residents.

In response to Commissioner Beck's question, Mr. Kidwell explained that he is a minister for inner city and homeless residents in the Chattanooga area. He reported that he has seen a similar program in Wichita, Kansas that brought former gang members and others who were down and out to a farm program for two years, which positively impacted their lives. He explained that the ministry's intention was to build a total of 32 "tiny homes" that would cost \$250 to \$300 in rent per month and would house anyone from college students to former gang members and homeless residents looking for affordable housing. He added that the property is located in a primarily middle class neighborhood. Mr. Kidwell explained that the ministry is planning to regroup and determine whether to seek another permit at this site or to find another location.

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In response to Commissioner Hayne's question, Mr. Kidwell noted that the ministry held one community meeting regarding the project.

Dean Moorhouse, residing at 8114 Mahan Gap Road Ooltewah, TN 37363, spoke in opposition to Resolution No. 616-33. He explained that he had a petition with 1700 signatures from community citizens opposing the project. He called the project "spot zoning" and an inappropriate use of land, and expressed his concern that the proposed site is within $\frac{1}{4}$ of a mile from Snow Hill Elementary School and Hamilton County High School. Mr. Moorhouse also noted that transportation and support services would not be easily accessible to program participants if the project was approved. He asked that the Commission deny the request.

In response to Commissioner Graham's question concerning the safety of potential residents without access to an automobile, Mr. Moorhouse explained that Snow Hill Road is a heavily trafficked road with no sidewalks or shoulders. He added that the closest convenience store is one mile from the site and the closest grocery store is three miles away.

Tammy Cotter, residing at 9124 Snow Hill Road Ooltewah, TN 37363, spoke in opposition to Resolution No. 616-33. It was noted that Ms. Cotter's property is located directly across the street from the proposed site. She explained that the project was not

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sustainable due to the lack of transportation and no easily accessible social services. She noted that selling the property and using the funds to purchase land in a more suitable location would be a better idea towards creating a more sustainable model.

Chairman Bankston reported that Mr. Kidwell had two minutes to respond to the opposition.

Mr. Kidwell stated that these types of programs were successful in other areas, but the ministry had not done its due diligence in satisfying concerns from residents in the community. He asked that the ministry be allowed to withdraw the application at this time. Chairman Bankston reported that the Commission would vote on the item next week.

BUDGET PRESENTATION

Mayor Coppinger presented the County Budget for 2016-2017. He asked members of the Finance Department to distribute copies of the budget book to the Commission. A copy of the book was filed with the Clerk's office.

He began by thanking members of the staff and administrators for their hard work and assistance in putting together a budget for fiscal year 2016-2017. He expressed his

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appreciation to the Commission for their input during this process, and thanked everyone who attended the four budget workshops at the McDaniel Building. It was noted that the proposed budget was available for viewing on the Hamilton County website.

He presented the budget in detail stating that it was a balanced \$679.6 million budget, and his sixth consecutive budget with no property tax increase. The proposed budget is \$14.2 million larger than the 2015-2016 fiscal year budget, which represents a 2.1 percent increase. He noted that the majority of County spending is going to the Department of Education. School spending is set to rise from \$405.68 million to \$417.7 million. The county school budget has been amended to around \$411 million during the current fiscal year.

The county general fund is rising \$3.9 from \$213.48 million to \$218.8 million. Contributing factors are property taxes and intergovernmental revenues, which are revenues that come in from local offices as well as state and federal governments. He noted that his staff would be unable to balance the budget without the help of the Constitutional Offices. He commended County Clerk Bill Knowles, Circuit Court Clerk Larry Henry, and Sheriff Jim Hammond who were in attendance for his presentation.

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Across the board employee raises of 2.5 percent are included in the budget. Employees earning \$50,000 or less will receive a minimum raise of \$1,250. Cost of raises, including associated employee benefits is \$2.65 million.

Additional topics discussed were increases in revenues, increases in expenditures, increases in health insurance costs, decreases in debt services appropriations, the general fund capital outlay items budgeted for and the unexpected major capital items that are not included in the annual capital outlay budget. Total capital outlay for the Sheriff's Department is \$1.3 million.

The Sheriff's Department budget is up \$31.59 million to \$33.47 million. The increase is mainly due to employee pay raises totaling \$606,000 and health insurance costs totaling \$838,000. The budget does include funds for the Bridge Retirement Plan (BRP) and the Sheriff's Office grant for four School Resource Officers. It was noted that funding for the grant came from the state for the first three years.

Mayor Coppinger said there will only be one new full-time employee, a veterans services officer who will be paid approximately \$55,000. It was noted that Hamilton County had been one of only two counties in the state without such an officer. He said local veterans may be missing out on approximately \$12 million in benefits. The position

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will fall under Human Resources and interested applicants must be a veteran and honorably discharged.

Mayor Coppinger concluded his statements stating that the budget is a conservative, fiscally responsible budget. He added that voting by the Commission is scheduled for June 29th.

Chairman Bankston stated that Resolution Nos. 616-14 through 616-29 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-14

This Resolution appropriates \$7,630.00 from general fund discretionary monies, as allotted to District Four, to Alton Park Development Corporation to assist with community development.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-15

Chairman Bankston spoke regarding his Resolution, which appropriates \$17,370.00 from general fund discretionary monies, as allotted to District Nine, to Alton Park Development Corporation to assist with community development. It was noted that \$17,370.00 in discretionary bond monies as allotted to district four was swapped for a like amount in general fund discretionary funds as allotted to district nine. Chairman Bankston noted that Commissioner Mackey would be present for next week's meeting to explain.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-16

Commissioner Beck spoke regarding this item, which approves the expenditure of up to \$2,500.00 from discretionary bond funds, as allotted to district five, to Dalewood Middle School for the purchase of a security system.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-17

Commissioner Beck spoke regarding this item, which approves the expenditure of up to \$7,436.00 from discretionary bond funds, as allotted to district five, to assist with the purchase of library books for Hillcrest Elementary School.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-18

Administrator of Finance Al Kiser spoke regarding this item, which amends the federal school projects fund budget by adding \$70,842.00 to the FY 2015-2016 revenue and expenditure budget, amends the self-funded projects fund budget by adding \$490,451.00 to the FY 2015-2016 revenue and expenditure budget, and amends the general purpose fund budget by adding \$1,956,793.00 to the FY 2015-2016 revenue and expenditure budget. It was noted that the Board of Education must seek approval from the County legislative body for any budget amendments.

In response to Commissioner Graham's question, Mr. Kiser stated that he would report the total of the Department of Education's budget back to Commissioners. He

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added that the budget has been amended because of stadium repairs, and this item is designed to true up their budget.

In response to Commissioner Boyd's question, Mr. Kiser noted that the \$70,842 was federal and state funding that the school system was not aware they would receive.

It was noted that Christie Jordan, Accounting and Budgeting Director for the Hamilton County Department of Education, would be present next week to answer any questions.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-19

Director of Purchasing Gail Roppo spoke regarding this item, which accepts the bid of Windrock Enterprises, Inc. for the purchase of small kitchen items and equipment for the Middle Valley Elementary School for the Board of Education.

In response to Commissioner Graham's question, Ms. Roppo confirmed that these are funds that have already been approved.

In response to Commissioner Fields' question, Ms. Roppo stated that she would report back to the Commission with the total cost of the purchase.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-20

Alecia Poe, Human Resources Director, spoke regarding this item, which accepts the proposal of Sun Life Financial for reinsurance for the County's group medical plan. She explained that Sun Life offers a refund based on a percentage of the premium if not exceeded. She noted that the County has received on average \$33,000 per year in refunds. Sun Life also pays the \$44,400 premium for DataSmart; software used by Russ Blakely & Associates to analyze patient data to improve the county's health insurance claims.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-21

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to sign an agreement in the amount of \$50,000 with the Urban League of Greater Chattanooga to provide certain contract compliance services. He noted that this item is contingent on the passing of the FY17 budget. He added that Warren Logan, President and CEO for the Chattanooga Area Urban League, was present to answer any questions.

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Commissioner Graham reported that Mr. Logan would be speaking at an upcoming Diversity and Equity Committee meeting. He noted that he would announce the date at a later time.

In response to Commissioner Boyd's question, Chairman Bankston reported that the vote for this item will take place next week, but the funding is subject to the adoption of the budget.

Mayor Coppinger publicly thanked Mr. Logan for his hard work and dedication to Hamilton County government. He noted that Mr. Logan is providing a service to Hamilton County that saves the taxpayers quite a bit of money.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-22

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to sign a grant agreement with the Tennessee Department of Mental Health and Substance Abuse, and amends the Recovery Court Fund by adding \$425,000 to the revenue and expenditure budget. He noted that this is the main state funding contract for the Recovery Court Program, and there is no County match.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-23

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to execute a contract with Ms. Elaine Kelly to serve as coordinator of the Hamilton County Recovery Court Program with a term of July 1, 2016 to June 30, 2017.

Commissioner Graham clarified that Resolution No. 616-22 funds Hamilton County's Recovery Court Program's Coordinator contract (616-23) and two Case Manager contracts (616-24 & 616-25).

In response to Commissioner Beck's question, Mayor Coppinger reported that Ms. Kelly is supervised by Criminal Court Judge Tom Greenholtz. It was noted that the contract was for \$92,442.00.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-24

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to execute a contract with Mr. John Cooper to serve as case manager of the Hamilton County Recovery Court Program with a term of July 1, 2016 to June 30, 2017.

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There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-25

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to execute a contract with Mr. Jeff Hill to serve as case manager of the Hamilton County Recovery Court Program with a term of July 1, 2016 to June 30, 2017.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-26

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to accept a \$1.25 million Fast Track Economic Development Fund Grant from the Tennessee Department of Economic and Community Development on behalf of Yanfeng USA Automotive Trim Systems, Inc. to provide various building improvements and equipment at the company's new Hamilton County location. No county match is required.

There were no questions for Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-27

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to accept a \$5.5 million Fast Track Economic Development Fund Grant from the Tennessee Department of Economic and Community Development on behalf of Gestamp Chattanooga, LLC to assist with equipment and building improvements to support the expansion of the company's Hamilton County operations. No county match is required.

In response to Commissioner Haynes question, Mr. Saieed reported that the funding is for building and equipment purchases, with claw back provisions.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-28

This Resolution adopts a budget for the fiscal year 2016-2017 and sets the tax levy for the year 2016 for Hamilton County, Tennessee.

There were no questions from Commissioners.

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AGENDA PREPARATION SESSION
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COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-29

This Resolution makes appropriations to nonprofit charitable and civic organizations of Hamilton County, Tennessee, for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

There were no questions from Commissioners.

Chairman Bankston reported that Resolution Nos. 616-28 and 616-29 will be voted on at the June 29, 2016 Recessed meeting.

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

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

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 8, 2016**

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Each member of the Commission thanked Mayor Coppinger and his staff for today's budget presentation and the four workshops that took place at the McDaniel Building. They complimented the staff for their knowledge and willingness to answer any questions.

Commissioner Haynes recognized District 3 School Board member Dr. Greg Martin in the audience. He reported that Dr. Martin recently began a career in real estate and was recently awarded Agent of the Month by Berkshire Hathaway. Commissioner Haynes also complemented members of the Greater Chattanooga Association of Realtors (GCAR) for hosting a meeting last week with the respective school board candidates.

Commissioner Haynes thanked Mayor Coppinger and Commissioners for approving expenditures for Dallas Bay Volunteer Fire Department. He reported they are extremely grateful for the improvements.

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AGENDA PREPARATION SESSION
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Commissioner Graham expressed his gratitude for local Volunteer Fire Departments and the invaluable service they provide to the citizens of Hamilton County. He also recognized his wife and two of his children in the audience at today's meeting. He wished his youngest son, Luke, a happy 11th birthday.

Commissioner Fields echoed Commissioner Graham's comments about the invaluable service provided by local Volunteer Fire Departments. He also recognized his wife who was present in the audience at today's meeting.

Commissioner Smedley announced that a community meeting will take place Monday, June 13th at 6:00 pm at Shelter Church in East Brainerd. The meeting will be co-hosted by Councilman Larry Grohn and will cover topics such as the city and county budgets and road projects. She reported that County Trustee Bill Hullander will be present to discuss the Senior Tax Relief program available in Hamilton County.

Mayor Coppinger thanked Commissioners for their participation in the budget workshops this year.

Mayor Coppinger spoke about a Times Free Press article regarding the Hamilton County Water and Wastewater Treatment Authority (WWTA). He reported that there are issues concerning the WWTA, and that a tremendous amount of work is occurring

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behind the scenes to solve them. He added that growth and economic development has not been slowed as the article suggested. He reinforced that the WWTA is an authority established by the State of Tennessee and the County is very limited in oversight of its operations.

Commissioner Boyd responded to Mayor Coppinger's comments. He reported that economic development has been an issue that may or not be related to issues with the WWTA, which is set to sunset 2021. He announced that he will release a report later this summer detailing his findings from his study of the WWTA. He reported that economic development cannot occur without adequate water, power, and water treatment.

Mayor Coppinger reported that East Ridge has not been left out of any economic development, and he referenced \$1 million the Commission allotted to development in that area. He noted that some information regarding a plan of action is confidential. He welcomed Commissioner Boyd to discuss the issues further with him and his staff.

Chairman Bankston wished Commissioner Graham's son, Luke, a happy 11th birthday.

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DELEGATIONS

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

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, June 15th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 15, 2016**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) June 15, 2016

BE IT REMEMBERED, that on this 15th day of June, 2016, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 15, 2016**

Commissioner Fairbanks introduced Senior Minister Gary Armes, Hickory Valley Christian Church, who gave the invocation. Commissioner Fairbanks led in the pledge to the flag.

Chairman Bankston asked that Resolution No. 616-33 be considered at this time.

RESOLUTION NO. 616-33 A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT OF PROPERTY AT 9125 SNOW HILL ROAD.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to deny Resolution No. 616-33.

Chairman Bankston asked if any members of the audience wished to speak regarding Resolution No. 616-33.

Michelle Hubbs residing at 2316 E. 4th Street Chattanooga, TN 37404 spoke in support of Resolution No. 616-33. Ms. Hubbs reported that she became familiar with the applicant, Barry Kidwell, 14 years ago when she moved to Chattanooga and wanted to become involved in social services for homeless residents. It was noted that she offered public relations services regarding this project to Mr. Kidwell. She referred to a handout she distributed to Commissioners, which contained information on similar tiny home

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JUNE 15, 2016**

farming programs in other cities. She noted that Charlotte, North Carolina and Austin, Texas have similar programs that have been spearheaded by city and county government officials collaborating with faith based ministries. She explained that the programs have generated significant savings for taxpayers. A copy of the handout was filed with the Clerk's office. She reiterated that the request to withdraw Resolution No. 616-33 was to give the community a chance to ask questions and become more informed.

Ms. Hubbs explained that a large portion of the homeless population would benefit from the opportunity to be self-sufficient in a rural area, by working and farming on the property. She noted that she was working with various venues to organize public meetings and information sessions to provide the public an opportunity to understand the goals of the program, as well as the safety measures in place. She added that while the applicant wishes to withdraw the petition at this time, they do plan to reapply later once the community has had a chance to have their concerns addressed.

In response to Commissioner Beck's question, Ms. Hubbs reported that she lives in East Chattanooga near Orchard Knob. She explained that there is not space in that area for a program of this type. Ms. Hubbs clarified that the site was chosen in a rural area intentionally to keep program participants away from temptations they had experienced. She noted that participants would have access to a downtown Chattanooga bus route.

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REGULAR MEETING
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Commissioner Beck asked audience members, both favoring and opposing, to stand. Several citizens stood representing each side of the issue. A majority of those responding expressed opposition.

Commissioner Graham clarified his Motion to deny this item. He stated he had concerns that the proposed site is not on a bus line, and doesn't provide easy access to grocery stores or medical clinics. He added that Snow Hill Road is a curvy road with no shoulders or sidewalks and would pose a risk to anyone finding it necessary to walk from the proposed site.

Commissioner Mackey responded to Commissioner Graham's comments. He stated that while District 4 is on the bus route, it does not have adequate medical care, and is considered a food desert. He added that he was not stating favor or opposition to the project.

Commissioner Beck called for the vote on the main motion made by Commissioner Graham, seconded by Commissioner Fields, to deny Resolution No. 616-33.

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

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

**RESOLUTION NO. 616-30 A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT TO R-1 SINGLE-FAMILY DISTRICT, PROPERTY
LOCATED AT 8908 FULLER ROAD.**

ON MOTION of Commissioner Haynes, seconded by Commissioner Graham to adopt Resolution No. 616-30.

Chairman Bankston asked if there was any opposition present. There was none.

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

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RESOLUTION NO. 616-31 A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL TO R-3 MULTI-FAMILY RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 5400, 5406 AND 5412 CHAMPION ROAD.

ON MOTION of Commissioner Haynes, seconded by Commissioner Graham to adopt Resolution No. 616-31.

Commissioner Haynes, Chairman of the Zoning Committee reported that a handout was being distributed to Commissioners with additional information regarding this project. A copy of the handout was filed with the Clerk's office. He noted that several conditions needed to be addressed and asked that the applicant be given the opportunity to speak about the project.

Chairman Bankston reminded the applicant that he had seven minutes to present his case.

Mike Price with MAP engineers spoke on behalf of the developer, Champion View Investments, LLC, who plans to build a \$25 million development with 396 apartments at Champion Road and Highway 58. He thanked Legislative Administrator Patricia Moore for providing him with emails from concerned community members, and noted that he tried to respond to as many as he could. He said that the residents in

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opposition he spoke with had two major concerns: the entrance to Champion Road from Highway 58, and the condition of Champion Road. He explained that a traffic study was completed and the developer has agreed to pay for a new traffic light at the intersection of Champion Road and Highway 58. He said there will also be a left turn lane provided for those going north on Highway 58 who want to turn onto Champion Road. Mr. Price said the developer will also pave Champion Road from Highway 58 to the first entrance of the development.

Mr. Price noted that other concerns involving overcrowding of schools, environmental preservation along Champion Road, and compliance with required buffers were being addressed to the best of their ability. It was noted that it will be a gated community with a pool, clubhouse, playground and other amenities. He reported that the current property tax on the property is \$2,600; after development is complete property taxes are estimated to be \$273,000. He emphasized that no work will begin on the development until the traffic improvements are in place.

In response to Commissioner Fields question, Commissioner Haynes reported that the Resolution will incorporate the conditions to insure they are completed before development begins.

In response to Commissioner Boyd's question, Commissioner Haynes reported that the handout distributed to the Commission was a Tennessee Department of

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Transportation (TDOT) safety audit study of the intersection, which included 34 conditions to be completed before a building permit for the development can be issued. He noted that the area is in a unique situation because while the development is in the County, Champion Road is a City of Chattanooga owned road, and Highway 58 is a state road.

Todd Leamon, Administrator of Public Works and County Engineer, clarified that the results from the developer's traffic study were combined with the TDOT safety audit report to create one traffic study with recommended improvements.

Commissioner Haynes added that the developer is willing to pay in full for the traffic light and road improvements to prevent waiting for approval from the City of Chattanooga and TDOT.

In response to Commissioner Boyd's question, Mr. Leamon confirmed that the improvements to Champion Road and Highway 58 must be completed before a building permit for the complex is issued by the County.

Commissioner Mackey asked that Commissioners be able to hear from the opposition before voting.

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In response to Commissioner Graham's question, Mr. Leamon explained the Fire Marshal will have the opportunity to review the plans to insure they are up to code prior to a building permit being issued. He clarified that before building begins the traffic light will be installed, the Champion Road improvements will be made, and the Fire Marshal will review the plans.

In response to Commissioner Graham's question, Mr. Price reported that the traffic light would cost about \$300,000 and the Champion Road paving about \$200,000. Commissioner Graham added that if the developer were not willing to pay for the road improvements and the traffic light, approval and funding from TDOT could take many years.

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to amend Resolution No. 616-31 to incorporate the recommended conditions listed on the TDOT safety audit handout distributed to the Commission.

Mr. Leamon clarified that the current city and state traffic reviews do not warrant a traffic light at the intersection and TDOT has the ultimate approval of whether or not one is deemed necessary. He stated that the developer is willing to fully fund the installation of a traffic light if warranted by TDOT in a new traffic study.

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Mr. Price stated that the intersection does warrant a traffic light and the developer is willing to add it to the list of conditions that must be completed prior to obtaining a building permit.

Attorney Taylor clarified that the developer is willing to delay construction until the traffic light has been installed, whether it is deemed necessary by the city and state or not.

Mr. Price agreed to the commission's amendment and reiterated how dangerous the intersection would be without a traffic light. He further stated that the development would not occur unless a traffic light is installed.

In response to Commissioner Graham's question, Attorney Taylor stated the amendment should specifically address the developer's agreement that construction of the development will not begin until the traffic signal has been installed at the intersection.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to add a second amendment requiring the installation of the traffic light prior to development as a condition.

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Commissioner Haynes thanked Mr. Price for the funding and installation agreement. He reported that it took two years for TDOT to approve the traffic signal at the intersection of Hixson Pike and Thrasher Pike.

Chairman Bankston asked that the Commission hear from the opposition at this time. He reminded members of the Commission and audience that the opposition had a total of nine minutes.

Jerry Rutherford residing at 6459 Solitude Drive Chattanooga, TN 37416, Pete Cooper residing at 6460 Solitude Drive Chattanooga, TN 37416, Paula Palmer residing at 2420 Bending Oaks Drive Chattanooga, TN 37421, Joanna Shepich residing at 4823 Montcrest Drive Chattanooga, TN 37416, and Lisa Morgan residing at 4880 Preserve Drive Chattanooga, TN 37416 all spoke in opposition of Resolution No. 616-31. They each noted the heavy traffic flow around Highway 58 and Champion Road and listed specific concerns about the problems additional traffic might cause including dangerous road conditions, overcrowding in schools, and accessibility for ambulances during emergencies.

Commissioner Fairbanks spoke about development in Hamilton County and the main concern of citizens is traffic. He thanked Mr. Price for reaching out to the residents before coming before the Commission.

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Commissioner Haynes thanked those who spoke in opposition. He reported that this is an unusual situation regarding ownership of the roads. He added that the property is already zoned to allow for development without Commission approval, but without approval, none of the conditions discussed would apply. Mr. Leamon confirmed that the property is currently zoned to allow for development.

In response to Commissioner Smedley's question, Mr. Rutherford stated that the residents did not become aware of the plans until an article regarding development in Hamilton County was printed in a local newspaper.

Commissioner Graham thanked members in the audience that were present in support and in opposition of Resolution No. 616-31. He encouraged them to contact the City Council and Chattanooga Mayor Andy Berke about making improvements to City owned roads.

Commissioner Mackey stated that Mr. Rutherford represents several citizens in that area of Highway 58, and he appeared to be satisfied with the conditions that Mr. Price presented.

In response to Commissioner Beck's question, Mr. Price reported that no community meetings took place to discuss the development, but he did reach out to nearby residents.

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Commissioner Beck called for the vote on the motion made by Commissioner Graham, seconded by Commissioner Fields, to add a second amendment adding a condition requiring installation of the traffic light prior to development.

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

Chairman Bankston asked for the Roll Call on the motion made by Commissioner Fields, seconded by Commissioner Graham, to amend Resolution No. 616-31 to include the conditions recommended in the TDOT traffic study.

The foregoing Motion to amend the resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner

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Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0.

Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Bankston asked for the Roll Call on the original motion by Commissioner Haynes, seconded by Commissioner Graham to adopt Resolution No. 616-31 that now includes the two previously adopted amendments.

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

Clerk Knowles asked that the Clerk's office be provided with Resolution No. 616-31 as adopted with amendments.

In response to Commissioner Haynes question, Clerk Knowles reported that the minutes for today's meeting will be in the July 6, 2016 Commission Packet. They will be available in CERP packets for review by the agenda session of June 29th.

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**RESOLUTION NO. 616-32 A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT & R-2 URBAN RESIDENTIAL DISTRICT TO R-1
SINGLE-FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 2333
OOLTEWAH-RINGGOLD ROAD.**

Commissioner Haynes, Chairman of the Zoning Committee reported that for the purposes of holding a public meeting, the applicant wished to postpone this item. It was noted that it would be placed on the July 13, 2016 agenda, and voted on at the July 20, 2016 Regular Meeting.

ON MOTION of Commissioner Haynes, seconded by Commissioner Smedley, to postpone Resolution No. 616-32 until July 13, 2016. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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APPROVAL OF MINUTES

ON MOTION of Commissioner Fields, seconded by Commissioner Fairbanks, that the minutes of the Recessed Meeting of May 25, 2016, the Agenda Preparation Session of May 25, 2016, and the Regular Meeting of June 1, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commissioner Haynes was not present for the Roll Call. Total present – 9. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor’s representative on the Planning Commission for the meeting of June 13, 2016.

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RESOLUTION NO. 616-13 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND OATH OF DEPUTY REGISTER.

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 616-13. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Haynes and Commissioner Smedley were not present for the Roll Call. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Bankston reported that Resolution Nos. 616-14 through 616-29 were heard by a Committee of the Whole.

RESOLUTION NO. 616-14 A RESOLUTION MAKING AN APPROPRIATION TO ALTON PARK DEVELOPMENT CORPORATION IN THE AMOUNT OF SEVEN THOUSAND SIX HUNDRED THIRTY DOLLARS (\$7,630.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

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ON MOTION of Commissioner Mackey, seconded by Commissioner Fairbanks, to adopt Resolution No. 616-14. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 616-15 A RESOLUTION MAKING AN APPROPRIATION TO ALTON PARK DEVELOPMENT CORPORATION IN THE AMOUNT OF SEVENTEEN THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$17,370.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

ON MOTION of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 616-15.

In response to Commissioner Graham's question, Commissioner Mackey reported that the funds will be used to provide assistance with community development in the Alton Park area.

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

Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", and Chairman Bankston, "Aye". Commissioner Smedley was not present for the vote. Total present – 8. Total absent – 1. Total "Aye" votes – 7. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 616-16 A RESOLUTION APPROVING THE EXPENDITURE OF UP TO TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM DISCRETIONARY BOND FUNDS, AS ALLOTTED TO DISTRICT FIVE, TO PURCHASE A SECURITY SYSTEM FOR DALEWOOD MIDDLE SCHOOL.

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 616-16. 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 Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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RESOLUTION NO. 616-17 A RESOLUTION APPROVING THE EXPENDITURE OF UP TO SEVEN THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS (\$7,436.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FIVE) TO ASSIST WITH THE PURCHASE OF LIBRARY BOOKS FOR HILLCREST ELEMENTARY SCHOOL.

ON MOTION of Commissioner Beck, seconded by Commissioner Fairbanks, to adopt Resolution No. 616-17. 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 Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 616-18 A RESOLUTION TO AMEND THE SCHOOLS FEDERAL PROJECTS FUND BUDGET BY ADDING \$70,842 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE SELF-FUNDED PROJECTS FUND BUDGET BY ADDING \$490,451 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE GENERAL PURPOSE FUND BUDGET BY ADDING \$1,956,793 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET.

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ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 616-18. 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 Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

RESOLUTION NO. 616-19 A RESOLUTION ACCEPTING THE BID OF WINDROCK ENTERPRISES, INC. FOR SMALL KITCHEN ITEMS AND EQUIPMENT FOR THE MIDDLE VALLEY ELEMENTARY SCHOOL FOR THE BOARD OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Fields seconded by Commissioner Graham, to adopt Resolution No. 616-19. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner

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Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0.

Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 616-20 A RESOLUTION ACCEPTING THE PROPOSAL OF SUN LIFE FINANCIAL FOR REINSURANCE FOR THE COUNTY'S GROUP MEDICAL PLAN AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-20. 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 Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 616-21 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN AN AGREEMENT IN THE AMOUNT OF \$50,000 WITH THE URBAN LEAGUE OF GREATER CHATTANOOGA TO PROVIDE CERTAIN CONTRACT COMPLIANCE SERVICES FOR A CONTRACT PERIOD BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

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ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-21. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Nay", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

RESOLUTION NO. 616-22 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A GRANT AGREEMENT WITH A TERM OF JULY 1, 2016 ENDING JUNE 30, 2017 WITH THE TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE AND AMENDING THE RECOVERY COURT FUND BY ADDING \$425,000 TO THE REVENUE AND EXPENDITURE BUDGETS.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-22. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner

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Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0.

Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 616-23 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2016 TO JUNE 30, 2017 WITH MS. ELAINE KELLY TO SERVE AS COORDINATOR OF THE HAMILTON COUNTY RECOVERY COURT PROGRAM.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-23. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 616-24 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2016 TO JUNE 30, 2017 WITH MR. JOHN COOPER AS A CASE MANAGER OF THE HAMILTON COUNTY RECOVERY COURT PROGRAM.

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ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-24. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 616-25 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2016 TO JUNE 30, 2017 WITH MR. JEFF HILL AS A CASE MANAGER OF THE HAMILTON COUNTY RECOVERY COURT PROGRAM.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-25. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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RESOLUTION NO. 616-26 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A \$1.25 MILLION FAST TRACK ECONOMIC DEVELOPMENT FUND GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND TO SIGN ANY AND ALL GRANT-RELATED DOCUMENTS ON BEHALF OF YANFENG USA AUTOMOTIVE TRIM SYSTEMS, INC. TO PROVIDE VARIOUS BUILDING IMPROVEMENTS AND EQUIPMENT AT THE COMPANY'S NEW HAMILTON COUNTY LOCATION.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-26. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 616-27 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A \$5.5 MILLION FAST TRACK ECONOMIC DEVELOPMENT FUND GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND TO SIGN ANY AND ALL GRANT-RELATED DOCUMENTS ON BEHALF OF GESTAMP CHATTANOOGA LLC TO ASSIST WITH EQUIPMENT AND

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**BUILDING IMPROVEMENTS TO SUPPORT THE EXPANSION OF THE COMPANY'S
HAMILTON COUNTY OPERATIONS.**

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 616-27. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Bankston reported that without objection, Resolution Nos. 616-28 and 616-29 would be postponed to the June 29, 2016 Recessed Meeting.

Chairman Bankston asked that Resolution Nos. 616-34 through 616-43 be considered together at this time.

**RESOLUTION NO. 616-34 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES
DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH**

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DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$677, 130.00 TO PROVIDE A SCHOOL BASED DENTAL SEALANT PROGRAM IN HAMILTON COUNTY FOR THE TIME PERIOD JULY 1, 2016 THROUGH JUNE 30, 2018.

RESOLUTION NO. 616-35 A RESOLUTION ACCEPTING THE BID OF BAKER WASTE EQUIPMENT FOR CONTRACT UNIT PRICING FOR STATIONARY COMPACTORS, BEGINNING JUNE 15, 2016 THROUGH JUNE 14, 2017, FOR THE RECYCLING / SUPPORT SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-36 A RESOLUTION ACCEPTING THE BID OF TALLEY CONSTRUCTION COMPANY, INC. FOR ONE (1) YEAR CONTRACT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, BEGINNING JUNE 15, 2016 THROUGH JUNE 14, 2017, FOR ASPHALT MILLING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-37 A RESOLUTION ACCEPTING THE QUALIFICATIONS AND FEE SCHEDULES OF SANTEE CONSULTING SERVICES, INC., ARCADIS U.S., INC., S&ME, INC., THOMPSON ENGINEERING, INC., TERRACON CONSULTANTS, INC., GEOSERVICES, LLC, MARION ENVIRONMENTAL, INC.,

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REGULAR MEETING
JUNE 15, 2016**

MORELAND ALTOBELLI ASSOCIATES, INC., AND MC SQUARED, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 3, 2016 THROUGH JULY 2, 2017, FOR GEOENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-38 A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF THOMAS CONSULTANTS, INC. AND CENTRAL TECHNOLOGIES, INC. FOR HP (ARUBA) WIRELESS ACCESS POINTS FOR THE PERIOD BEGINNING JUNE 16, 2016 THROUGH JUNE 15, 2017 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-39 A RESOLUTION APPROVING THE PURCHASE OF AVAYA PARTNER ASSURANCE SUPPORT SERVICES (PASS), BEGINNING JULY 1, 2016 THROUGH JUNE 30, 2017, AMOUNTING TO \$27,979.00 FROM AVAYA FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-40 A RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT FOR TWO (2) INTERNET GATEWAY ROUTERS AMOUNTING TO

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 15, 2016**

\$34,584.24 FROM POMEROY IT SOLUTIONS, INC. FROM THE STATE CONTRACT FOR THE INFORMATION TECHNOLOGY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-41 A RESOLUTION ACCEPTING THE PROPOSAL OF A+ TECHNICAL SERVICES FOR DISPOSAL OF SURPLUS COMPUTER / OTHER ELECTRONIC EQUIPMENT FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACT NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-42 A RESOLUTION APPROVING THE PURCHASE OF HARDWARE/SOFTWARE AND INSTALLATION FOR PBX TELEPHONE EQUIPMENT UPGRADES AMOUNTING TO \$19,249.00 FROM COMMUNICATIONS RESOURCES, INC. (CRI) FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 616-43 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, 2016 AND ENDING JUNE 30, 2017.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 15, 2016**

Commissioner Boyd, Chairman of the Finance Committee provided details regarding Resolution Nos. 616-34 through 616-43, and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Boyd, seconded by Commissioner Fairbanks, to adopt Resolution Nos. 616-34 through 616-43. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Graham announced that he and his family were praying for the victims of the Orlando shooting where 49 people were killed and 53 others injured at a night club.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 15, 2016**

Commissioner Boyd clarified that his “No” vote on Resolution No. 616-21 was a matter of procedure. He noted that he would not vote to fund an item that is contingent on the passing of the FY17 budget, before the budget has been adopted.

Commissioner Smedley thanked Todd Leamon and Planning Commission Director John Bridger for participating in a community meeting that she hosted on Monday evening.

Mayor Coppinger congratulated the Purchasing Department and Director Gail Roppo on receiving an accreditation from the National Association of Government Procurement. He noted that over 3,000 agencies participate in the group and only 140 are selected for recognition. He thanked the staff of the Purchasing Department, and specifically mentioned Linda Chumbler, who recently announced her upcoming retirement. The Commission gave a round of applause.

Chairman Bankston thanked Ms. Roppo for her work. He announced that Miss America would be having lunch with community members today at the Hunter Museum of Art.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 15, 2016**

DELEGATIONS

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

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, June 29, 2016 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WFK
Clerk's Initials



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: June 10, 2016

Attached is a copy of the monthly Trustee's excess fee report for the month of May, 2016.

WFK/dkr

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

Hamilton County Trustee
 Monthly Report of Fee and Commission Fund
 FISCAL YEAR: 2016

Prepared:nl *nl*

	May 2016	YTD May 2016
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	200.00
44180 - CONTRACT INCOME	30,000.00	90,000.00
44201 - STATUTORY FEES 1%	194,285.69	2,140,542.95
44202 - STATUTORY FEES 2%	42,063.84	5,688,403.22
44203 - STATUTORY FEES OTHER	20.00	5,276.94
44204 - DELINQUENT TAX FEES	111,387.82	375,255.26
46112 - INTEREST	337.38	7,000.57
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	378,094.73	8,306,678.94
EXPENDITURES		
51001 - SALARIES	63,588.26	712,111.56
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	285.29	3,357.82
53037- SPECIAL LEGAL SERVICES	50.00	120.00
53042 - MEETINGS, SEMINARS, ETC.	-	365.00
53044 - POSTAGE, FREIGHT AND OTHER	-	11.20
53045 - LEGAL NOTICES AND ADVERTISING	-	179.88
53047 - MEMBERSHIPS	-	10.00
53049 - PARKING	805.44	4,429.92
53050 - MISC PURCHASED SERVICE	52.50	2,959.02
53051 - CONTRACT LEGAL SERVICES	17.84	915.89
53059 - SECURITY SERVICES	671.66	7,033.01
53065 - BANK ANALYSIS FEE	6,693.04	103,002.85
54001 - OFFICE SUPPLIES & FORMS	-	14,900.02
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	-	1,320.05
54030 - MISCELLANEOUS SUPPLIES & PARTS	469.00	644.31
57007 - PERFORMANCE & SURETY BONDS	50.00	62.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	50,000.00	7,684,337.19
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	(698.82)	3,325.85
59022 - SOFTWARE AND SUPPLIES	613.82	1,977.00
59092 - MISC REFUNDS	-	-
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	4,672.32	4,672.23
ADJUSTMENTS	-	-
Total EXPENDITURES:	127,270.35	8,545,734.80
Revenues over (under) Expenditures	250,824.38	(239,055.86)
Excess Fees at Beginning of Period	259,170.56	749,050.80
Excess Fees at End of Period	509,994.94	509,994.94

Bill Hullander
 Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, 6/9/16
Susan L. Bedwell
 Notary Public
 My Commission Expires 6/20/18



RECEIVED
 Date 6-10-16
 By *W.F. Knowles*
 W.F. (Bill) Knowles
 County Clerk



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



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: June 10, 2016

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of May 2016..

WFK/dkr

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

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2016 to 05/31/2016

RECEIVED
Date 6-10-16
By W.F. Knowles
W.F. (Bill) Knowles
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11000	CASH WITH TRUSTEE	0.00	0.00	0.00	0.00
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11010	TRUSTEE CONCENTRATION	28,555,638.12	78,584,609.62	75,078,407.22	32,061,840.52
11020	CHILD CARE	266,738.08	274,507.04	267,406.08	273,839.04
11030	FOOD SERVICE DEPOSITORY	6,081,359.60	2,332,883.66	1,745,210.49	6,669,032.77
	Total Cash in Bank	<u>34,906,187.78</u>	<u>81,192,000.32</u>	<u>77,091,023.79</u>	<u>39,007,164.31</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	11,592.39	63,620,796.72	63,632,658.91	(269.80)
11050	BOE CASH RECEIPT SWEEP	(57.65)	30,897,390.77	30,908,581.14	(11,248.02)
	Total Bank Deposits in Transit	<u>11,534.74</u>	<u>94,518,187.49</u>	<u>94,541,240.05</u>	<u>(11,517.82)</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(1,462,138.42)	11,597,440.33	10,786,436.25	(651,134.34)
22202	FOOD SERVICE CHECK PAYABLE	(233,348.85)	990,603.74	928,587.75	(171,332.86)
22206	DOE A/P CHECK PAYABLE	(932,261.12)	8,620,321.50	9,740,657.47	(2,052,597.09)
22280	COUNTY PAYROLL CHECKS PAYABLE	(1,883.96)	4,249,119.54	4,251,043.60	(3,808.02)
22281	DOE PAYROLL CHECK PAYABLE	(6,061.35)	12,237,457.29	12,238,687.97	(7,292.03)
22285	DOE PAYROLL TAX PAYABLE	0.00	4,447,516.91	4,447,516.91	0.00
22286	DOE RETIREMENT PLANS	(0.00)	4,496,272.95	4,495,845.30	427.65
	Total Bank Outstanding Checks	<u>(2,635,693.70)</u>	<u>46,638,732.26</u>	<u>46,888,775.25</u>	<u>(2,885,736.69)</u>
	TOTAL CASH	<u>32,282,028.82</u>	<u>222,348,920.07</u>	<u>218,521,039.09</u>	<u>36,109,909.80</u>
Other Assets					
11402	DUE FROM BAD CHECKS	1,053.07	1,447.85	1,615.85	885.07
	Total Other Assets	<u>1,053.07</u>	<u>1,447.85</u>	<u>1,615.85</u>	<u>885.07</u>
	TOTAL ASSETS	<u>32,283,081.89</u>	<u>222,350,367.92</u>	<u>218,522,654.94</u>	<u>36,110,794.87</u>

Bill Knowles

Hamilton County Trustee Report

For the Date Range: 05/01/2016 to 05/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
11505	UNBILLED RECEIVALBES	0.00	0.00	0.00	0.00
	Total Other Assets	0.00	0.00	0.00	0.00
	TOTAL ASSETS	32,283,081.89	222,350,367.92	218,522,654.94	36,110,794.87
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(18,237,879.02)	28,136,649.23	20,759,720.94	(10,860,950.73)
22251	FOOD SERVICE	(5,848,615.78)	1,682,754.02	2,331,811.31	(6,497,673.07)
22255	BOE PAYROLL	0.00	19,890,851.45	19,890,932.39	(80.94)
22256	BOE SELF INSURANCE	(1,944,453.96)	5,987,793.80	3,042,366.23	1,000,973.61
22257	CAPITAL MAINTENANCE	(371,625.59)	169,906.04	161.34	(201,880.89)
22401	EXCESS FEES	(193,909.06)	249,074.65	240,310.18	(185,144.59)
22407	PAYROLL COUNTY	(721,494.75)	7,118,090.66	7,132,048.48	(735,452.57)
22408	STORMWATER	(1,166,472.39)	37,586.28	11,141.37	(1,140,027.48)
22409	DRUG COURT	(38,493.35)	26,861.21	19,170.42	(30,802.56)
22410	COUNTY GENERAL	(3,583,314.78)	33,534,148.33	31,864,303.03	(1,913,469.48)
22412	GENERAL DEBT SERVICE	(484.59)	73,705.88	73,742.53	(521.24)
22413	OPEB TRUST	(2,490.09)	0.00	0.42	(2,490.51)
22414	EMPLOYEES RETIREMENT	(145,735.46)	10,390.40	10,000.00	(145,345.06)
22415	TEACHERS RETIREMENT	(1,211.55)	600.00	299.00	(910.55)
22416	LAW LIBRARY	(486.90)	3,050.13	3,052.15	(488.92)
22418	ECONOMIC CRIMES	(500.21)	2,908.85	2,908.73	(500.09)
22419	GEN GOV'T BOND PROJECTS	2,511,574.38	1,112,338.40	0.00	3,623,912.78
22420	CAPITAL PROJECTS	(9,797.84)	55,038.06	55,067.38	(9,827.16)
22421	INDUSTRIAL DEVELOPMENT	(2,553.95)	1,622,311.37	1,622,241.37	(2,483.95)
22422	RIVERWALK/FISHING PIER	1,802,073.06	64,683.68	23,428.95	1,843,327.79
22423	RECREATION CAPITAL PROJECTS	(3,760.58)	13,821.89	12,821.70	(2,760.39)
22426	SELF INSURANCE	(2,487.67)	3,772,073.59	3,311,292.10	458,293.82
22428	LIABILITY INSURANCE	(8,512.41)	89,428.63	85,144.94	(4,228.72)
22430	HOTEL/MOTEL	(671,896.56)	671,896.56	646,408.67	(646,408.67)
22434	JUVENILE COURT CLERK AGENCY	(5,529.14)	366,012.42	369,262.41	(8,779.13)
22435	FACILITY BONDS-SERIES 2010A	(2,817.92)	0.00	0.47	(2,818.39)
22436	BOND FUND-SERIES 2010B	(875,736.59)	0.00	145.96	(875,882.55)

Hamilton County Trustee Report

For the Date Range: 05/01/2016 to 05/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22437	ECONOMIC BONDS-SERIES 2010C	(0.07)	0.00	80.95	(81.02)
22449	SCHOOL CAPITAL PROJECTS FUND	1,638,058.00	2,549,886.86	0.00	4,187,944.86
22461	CRIMINAL COURT	(643,753.35)	186,031.95	296,687.94	(754,409.34)
22462	CRIMINAL COURT SESSIONS	592,999.87	352,802.99	287,392.66	658,410.20
22463	DELINQUENT COLLECTIONS	(622,400.15)	33,078.29	85,127.87	(674,449.73)
22472	LINE OF CREDIT	(71,784.25)	0.00	11.96	(71,796.21)
22473	2015A BOND	67,627.53	11.27	0.00	67,638.80
22483	SHERIFF	(27,383.89)	4,887,280.34	4,765,226.29	94,670.16
22484	DRUG ENFORCEMENT-SHERIFF	(455.43)	13,128.12	81,428.24	(68,755.55)
22485	TN STATE SEX OFFENDER	(79,365.70)	3,359.00	913.00	(76,919.70)
22489	SHERIFF'S SPECIAL PROJECTS	(12,251.29)	22.28	2,229.80	(14,458.81)
22498	SYMPRO INVESTMENT POOL	(1,733,569.42)	38,509,120.91	58,075,815.30	(21,300,263.81)
Total Cash Held for Hamilton County Funds		<u>(30,418,890.85)</u>	<u>151,226,697.54</u>	<u>155,102,696.48</u>	<u>(34,294,889.79)</u>
Cash Held for Others					
22801	OVER/SHORT	(295.14)	0.02	0.02	(295.14)
23301	PROPERTY TAX SALE	(1,057,657.79)	0.00	0.00	(1,057,657.79)
23302	PARTIAL TAXES-PENDING PAYMENT	(35,558.93)	0.00	12,275.59	(47,834.52)
Total Cash Held for Others		<u>(1,093,511.86)</u>	<u>0.02</u>	<u>12,275.61</u>	<u>(1,105,787.45)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	2,961.94	1,725,374.51	1,725,374.51	2,961.94
22800	INTEREST PAYMENT FUTURE	0.00	4,309.88	4,309.88	0.00
Total Clearing Account Activity		<u>2,961.94</u>	<u>1,729,684.39</u>	<u>1,729,684.39</u>	<u>2,961.94</u>
Liabilities not Applicable					
22200	VENDOR-SYSTEM	(256.61)	94,760.54	94,606.16	(102.23)
22400	TEMPORARY CASH TRANSFER	0.00	0.00	0.00	0.00
22500	CRIMINAL CT CK PENAL FARM FINE	0.00	0.00	0.00	0.00
22503	MISC HELD FOR OTHERS	0.00	0.00	0.00	0.00
Total Liabilities not Applicable		<u>(256.61)</u>	<u>94,760.54</u>	<u>94,606.16</u>	<u>(102.23)</u>

Hamilton County Trustee Report

For the Date Range: 05/01/2016 to 05/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	0.00	660,585.54	660,585.54	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	13,190.84	13,190.84	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>0.00</u>	<u>673,776.38</u>	<u>673,776.38</u>	<u>0.00</u>
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	0.00	523,096.76	523,096.76	0.00
22702	OSAP TAX	0.00	775.63	775.63	0.00
22703	IN LIEU OF TAX	0.00	305.03	305.03	0.00
22704	PERSONALTY TAX	0.00	39,195.57	39,195.57	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22709	IN LIEU OF - TVA	0.00	97,682.84	97,682.84	0.00
22711	PROPERTY TAX I&P	0.00	24,106.45	24,106.45	0.00
22712	OSAP TAX I&P	0.00	25.30	25.30	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	1,501.80	1,501.80	0.00
22721	PROPERTY TAX REFUNDS	(0.00)	5,263.47	5,263.47	(0.00)
22722	OSAP TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	5,284.85	5,284.85	0.00
22731	PROPERTY TAX I&P REUND	0.00	204.53	204.53	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	5.05	5.05	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	13,518.63	13,518.63	0.00
Total		<u>0.00</u>	<u>710,965.91</u>	<u>710,965.91</u>	<u>0.00</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>0.00</u>	<u>710,965.91</u>	<u>710,965.91</u>	<u>0.00</u>
Total Clearing Account Activity - County Funds		<u>0.00</u>	<u>1,384,742.29</u>	<u>1,384,742.29</u>	<u>0.00</u>

Cash Held for Municipalities

Key: 0001010 CITY OF EAST RIDGE

Hamilton County

Trustee Report

For the Date Range: 05/01/2016 to 05/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22701	PROPERTY TAX	(38,549.35)	38,549.35	33,019.82	(33,019.82)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(1,157.83)	1,157.83	203.06	(203.06)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,378.82)	1,378.82	1,229.88	(1,229.88)
22714	PERSONALTY TAX I&P	(24.85)	24.85	23.37	(23.37)
22721	PROPERTY TAX REFUNDS	391.43	0.00	391.43	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	11.73	0.00	11.73	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(37,895.30)	37,895.30	37,228.12	(37,228.12)
22755	SANITATION	(17,135.34)	17,135.34	6,946.92	(6,946.92)
22756	SANITATION I & P	(461.90)	461.90	287.81	(287.81)
22799	COMM DUE ON TAX COLLECTED	1,193.09	1,061.80	1,193.10	1,061.79
Total Cash Held for Municipalities		<u>(95,007.14)</u>	<u>97,665.19</u>	<u>80,535.24</u>	<u>(77,877.19)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(95,007.14)</u>	<u>97,665.19</u>	<u>80,535.24</u>	<u>(77,877.19)</u>

Key: 0001020 RED BANK MUNICIPAL

22701	PROPERTY TAX	(24,063.97)	24,063.97	14,964.33	(14,964.33)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(794.45)	794.45	63.56	(63.56)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(706.66)	706.66	632.31	(632.31)
22714	PERSONALTY TAX I&P	(13.48)	13.48	2.40	(2.40)
22721	PROPERTY TAX REFUNDS	95.86	0.00	95.86	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	1.44	1.95	1.44	1.95
22741	STORMWATER FEES	(2,267.99)	2,268.00	1,080.00	(1,079.99)
22742	STORMWATER FEES I&P	(63.72)	63.72	46.44	(46.44)
22755	SANITATION	(8,202.55)	8,202.55	3,098.78	(3,098.78)
22756	SANITATION I & P	(225.79)	225.79	148.08	(148.08)
22799	COMM DUE ON TAX COLLECTED	532.95	324.47	532.95	324.47

Hamilton County

Trustee Report

For the Date Range: 05/01/2016 to 05/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total		<u>(35,708.36)</u>	<u>36,665.04</u>	<u>20,666.15</u>	<u>(19,709.47)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(35,708.36)</u>	<u>36,665.04</u>	<u>20,666.15</u>	<u>(19,709.47)</u>
 Key: 0001030 SODDY DAISY MUNICIPAL					
22701	PROPERTY TAX	(18,174.24)	18,174.24	15,582.86	(15,582.86)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(4,040.47)	4,040.47	3,573.90	(3,573.90)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(505.45)	505.45	625.09	(625.09)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(118.86)	118.86	109.86	(109.86)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	456.78	397.83	456.78	397.83
Total		<u>(22,382.24)</u>	<u>23,236.85</u>	<u>20,348.49</u>	<u>(19,493.88)</u>
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		<u>(22,382.24)</u>	<u>23,236.85</u>	<u>20,348.49</u>	<u>(19,493.88)</u>
 Key: 0001040 COLLEGEDALE MUNICIPAL					
22701	PROPERTY TAX	(9,875.91)	9,875.91	4,669.14	(4,669.14)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(261.02)	261.02	990.19	(990.19)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(264.20)	264.20	207.72	(207.72)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(7.76)	7.76	44.44	(44.44)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00

Hamilton County Trustee Report

For the Date Range: 05/01/2016 to 05/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22751	HOTEL MOTEL OCCUPANCY TAX	(291.64)	291.64	250.57	(250.57)
22799	COMM DUE ON TAX COLLECTED	211.10	120.74	211.10	120.74
Total		<u>(10,489.43)</u>	<u>10,821.27</u>	<u>6,373.16</u>	<u>(6,041.32)</u>
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		<u>(10,489.43)</u>	<u>10,821.27</u>	<u>6,373.16</u>	<u>(6,041.32)</u>

Key: 0001050 RIDGESIDE MUNICIPAL

22701	PROPERTY TAX	0.00	0.00	1,281.88	(1,281.88)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	0.00	0.00	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	57.69	(57.69)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22755	SANITATION	0.00	0.00	600.00	(600.00)
22756	SANITATION I & P	0.00	0.00	27.00	(27.00)
22799	COMM DUE ON TAX COLLECTED	0.00	26.79	0.00	26.79
Total		<u>0.00</u>	<u>26.79</u>	<u>1,966.57</u>	<u>(1,939.78)</u>
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		<u>0.00</u>	<u>26.79</u>	<u>1,966.57</u>	<u>(1,939.78)</u>

Key: 0001060 LAKESITE

22701	PROPERTY TAX	(332.99)	332.99	199.96	(199.96)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(1.46)	1.46	16.62	(16.62)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(5.17)	5.17	13.75	(13.75)
22714	PERSONALTY TAX I&P	(0.04)	0.04	0.75	(0.75)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	6.80	4.62	6.79	4.63

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2016 to 05/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Total	<u>(332.86)</u>	<u>344.28</u>	<u>237.87</u>	<u>(226.45)</u>
	Total for Org Key: 0001060 LAKESITE	<u>(332.86)</u>	<u>344.28</u>	<u>237.87</u>	<u>(226.45)</u>
 Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(2,419.79)	2,419.79	2,030.50	(2,030.50)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(7.39)	7.39	28.48	(28.48)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(68.83)	68.83	91.23	(91.23)
22714	PERSONALTY TAX I&P	(0.11)	0.11	0.86	(0.86)
22721	PROPERTY TAX REFUNDS	0.00	1,397.15	0.00	1,397.15
22731	PROPERTY TAX I&P REUND	0.00	62.88	0.00	62.88
22799	COMM DUE ON TAX COLLECTED	49.92	13.82	49.92	13.82
	Total	<u>(2,446.20)</u>	<u>3,969.97</u>	<u>2,200.99</u>	<u>(677.22)</u>
	Total for Org Key: 0001070 WALDEN MUNICIPAL	<u>(2,446.20)</u>	<u>3,969.97</u>	<u>2,200.99</u>	<u>(677.22)</u>
 Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(586,562.66)	592,417.14	592,866.51	(587,012.03)
22775	TAX INCREMENT FINANCING	(20,455.62)	40,911.24	20,455.62	0.00
	Total Key: 0001080 CITY OF CHATTANOOGA	<u>(607,018.28)</u>	<u>633,328.38</u>	<u>613,322.13</u>	<u>(587,012.03)</u>
	Total for Org Key: 0001080 CITY OF CHATTANOOGA	<u>(607,018.28)</u>	<u>633,328.38</u>	<u>613,322.13</u>	<u>(587,012.03)</u>
	TOTAL CASH HELD FOR MUNICIPALITIES	<u>(773,384.51)</u>	<u>1,479,834.15</u>	<u>1,419,426.98</u>	<u>(712,977.34)</u>
	TOTAL LIABILITIES AND EQUITY	<u>(32,283,081.89)</u>	<u>155,241,942.55</u>	<u>159,069,655.53</u>	<u>(36,110,794.87)</u>
	Total for Report:	<u>(0.00)</u>	<u>377,592,310.47</u>	<u>377,592,310.47</u>	<u>(0.00)</u>

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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

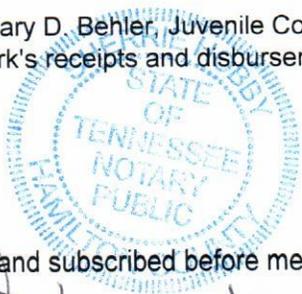
REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: March 2016

SOURCE: IFAS GL2031 Report

	Month of March 2016			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 14,017.00	\$ 1,736.00	\$ 15,753.00	\$ 107,677.27
Fees and Commissions	70.25	21,485.61	21,555.86	150,461.24
Interest	323.68		323.68	2,567.86
Miscellaneous	616.80	309.60	926.40	7,629.37
Data Processing Fees		1,022.00	1,022.00	6,346.91
Courtroom Security Fees	258.00		258.00	1,587.00
Other - Adjustments			-	-
Total Revenue	15,285.73	24,553.21	39,838.94	276,269.65
Expenditures				
Salaries	66,440.77	39,168.28	105,609.05	1,072,601.89
Employee Benefits	42,853.99	24,480.66	67,334.65	623,209.07
Other Operating Expenditures	2,720.28	7,337.23	10,057.51	57,251.09
Other - Adjustments			-	-
Total Expenditures	112,015.04	70,986.17	183,001.21	1,753,062.05
Revenues over (under) Expenditures	(96,729.31)	(46,432.96)	(143,162.27)	(1,476,792.40)
Appropriation from Hamilton County	172,075.25		172,075.25	1,548,677.25
Net Change in Fund Balance	\$ 75,345.94	\$ (46,432.96)	28,912.98	71,884.85
Fund Balance at the Beginning of the Period			421,684.59	378,712.72
Fund Balance at the End of the Period			\$450,597.57	\$ 450,597.57

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 March 2016.



Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 14 day of June 2016

 Notary Public My Commission Expires: 2/25/17

GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 03/01/2016 to 03/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
FUND: 034 - JUVENILE COURT CLERK					
Key: 3400000	JUVENILE COURT CLERK				
11000	CASH WITH TRUSTEE	653.26	370,565.91	368,072.36	3,146.81
11001	PETTY CASH	1,200.00	0.00	0.00	1,200.00
11002	CASH ON HAND	46,288.82	0.00	0.00	46,288.82
11200	DUE FROM STATE	0.00	0.00	0.00	0.00
11505	UNBILLED RECEIVALBES	3,976.94	0.00	0.00	3,976.94
11800	INVESTMENTS	575,410.62	178,099.76	154,835.61	598,674.77
11807	CERTIFICATES OF DEPOSIT	706,500.35	2,976.69	4,471.88	705,005.16
22200	VENDOR-SYSTEM	0.00	11,597.20	11,597.20	0.00
22215	CHILD SUPPORT PAYABLES	(46,288.82)	0.00	0.00	(46,288.82)
22216	CHILD RESTITUTION BENEFITS	(756,288.26)	4,471.88	601.69	(752,418.07)
22220	ACCRUED PAYROLL	(96,036.12)	0.00	0.00	(96,036.12)
22222	PROCUREMENT CARD	(1,711.55)	2,085.12	1,971.97	(1,598.40)
22410	COUNTY GENERAL	0.00	0.00	0.00	0.00
22548	APPOINTED ATTORNEY ADM FEE	(1,457.75)	1,405.00	1,175.00	(1,227.75)
22569	GUARDIAN AD LITEM FEE	(700.00)	0.00	0.00	(700.00)
22591	TRUANCY FINES TO HCDE	(50.00)	50.00	280.00	(280.00)
22603	CASH BONDS-DEFENDENTS-CRIMINAL	(6,130.00)	250.00	750.00	(6,630.00)
22617	RESTITUTION	(2,768.37)	3,045.37	1,878.24	(1,601.24)
34007	FUND BALANCE	(379,627.25)	0.00	0.00	(379,627.25)
	Total for Org Key: 3400000	42,971.87	574,546.93	545,633.95	71,884.85
Key: 3462700	JUVENILE COURT CLERK				
45111	FINES & COSTS	(83,244.27)	0.00	14,017.00	(97,261.27)
45115	COURTROOM SECURITY FEE	(1,319.00)	0.00	258.00	(1,577.00)
46112	INTEREST	(2,228.65)	0.00	321.43	(2,550.08)
46116	INTEREST - NOW ACCOUNTS	(15.53)	0.00	2.25	(17.78)
48953	FEES/COMMISSIONS	(4,715.90)	0.00	70.25	(4,786.15)
48957	MISCELLANEOUS	(3,781.75)	0.00	616.80	(4,398.55)
49114	INTERFUND TRANSFER	(1,376,602.00)	0.00	172,075.25	(1,548,677.25)

Hamilton County
GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 03/01/2016 to 03/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
51001	SALARIES	593,393.30	66,440.77	0.00	659,834.07
51015	SALARIES - LONGEVITY	15,000.00	0.00	0.00	15,000.00
52001	FICA	43,814.30	4,776.23	0.00	48,590.53
52002	MEDICAL INSURANCE	216,691.84	27,248.48	0.00	243,940.32
52003	LIFE INSURANCE	840.84	105.60	0.00	946.44
52007	STATE PENSION-TCRS, LEGACY	87,180.95	9,520.74	0.00	96,701.69
52008	SELF INSURANCE	5,010.91	1,202.94	0.00	6,213.85
53004	REP & MAINT AUTOMOBILES & TRUC	62.98	28.99	0.00	91.97
53014	UTILITY SERVICES-TELEPHONE	2,511.25	347.04	0.00	2,858.29
53018	CELLULAR & PAGER SERVICE	746.77	100.03	0.00	846.80
53041	TRAVEL LOCAL	125.34	0.00	0.00	125.34
53042	MEETINGS,SEMINARS,ETC.	849.55	120.54	124.55	845.54
53044	POSTAGE FREIGHT & OTHER TRANS	1,696.23	232.57	0.00	1,928.80
53047	MEMBERSHIPS	90.00	150.00	0.00	240.00
53050	MISCELLANEOUS PURCHASED SERVIC	252.01	217.48	0.00	469.49
53054	TRUSTEES COMMISSION 1%	2,729.70	394.62	0.00	3,124.32
53058	DUPLICATING SERVICES	769.34	0.00	0.00	769.34
53065	BANK ANALYSIS FEE	493.27	40.90	0.00	534.17
54001	OFFICE SUPPLIES & FORMSTS	4,874.49	483.68	0.00	5,358.17
54014	BOOKS,PAMPHLETS, MOVIES,ETC	1,324.94	0.00	0.00	1,324.94
54018	MOTOR FUEL LUBRICANTS ANTIFREZ	543.91	53.65	0.00	597.56
54022	RECORDING & CAMERA SUP & PROC	182.81	49.66	0.00	232.47
54043	MEDICAL SUPPLIES	5.71	0.00	0.00	5.71
55092	LOSS ON VALUE	20.00	0.00	0.00	20.00
57007	PERFORMANCE & SURETY BONDS	62.00	12.00	0.00	74.00
58002	RENT ON OFF MACHINES FURN & EQ	2,654.80	613.67	0.00	3,268.47
Total for Org Key: 3462700		-489,979.86	112,139.59	187,485.53	-565,325.80
Key: 3462710	JUVENILE COURT-IV D-SUPPORT				
44251	COMPUTER SERVICE	(5,324.91)	0.00	1,022.00	(6,346.91)
45111	FINES & COSTS	(8,680.00)	0.00	1,736.00	(10,416.00)

Hamilton County
GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 03/01/2016 to 03/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
45115	COURTROOM SECURITY FEE	(10.00)	0.00	0.00	(10.00)
48953	FEES/COMMISSIONS	(124,189.48)	0.00	21,485.61	(145,675.09)
48957	MISCELLANEOUS	(2,921.22)	0.00	309.60	(3,230.82)
51001	SALARIES	349,149.54	39,168.28	0.00	388,317.82
51015	SALARIES - LONGEVITY	9,450.00	0.00	0.00	9,450.00
52001	FICA	25,846.40	2,805.06	0.00	28,651.46
52002	MEDICAL INSURANCE	121,442.80	15,153.40	0.00	136,596.20
52003	LIFE INSURANCE	582.12	73.92	0.00	656.04
52007	STATE PENSION-TCRS, LEGACY	51,308.85	5,612.67	0.00	56,921.52
52008	SELF INSURANCE	3,155.41	835.61	0.00	3,991.02
53005	REP & MAINT MACHINERY & EQUIPT	0.00	373.57	0.00	373.57
53014	UTILITY SERVICES-TELEPHONE	1,521.45	391.17	0.00	1,912.62
53015	UTILITY SERVICES-ELECTRICITY	8,129.77	1,351.50	0.00	9,481.27
53016	UTILITY SERVICES-WATER	1,163.25	180.09	0.00	1,343.34
53017	UTILITY SERVICES-GAS	305.43	88.17	0.00	393.60
53018	CELLULAR & PAGER SERVICE	746.52	100.02	0.00	846.54
53041	TRAVEL LOCAL	557.10	145.29	0.00	702.39
53042	MEETINGS,SEMINARS,ETC.	3,109.05	77.46	0.00	3,186.51
53044	POSTAGE FREIGHT & OTHER TRANS	1,344.03	256.85	0.00	1,600.88
53050	MISCELLANEOUS PURCHASED SERVIC	806.26	773.74	0.00	1,580.00
53058	DUPLICATING SERVICES	565.39	233.69	0.00	799.08
54001	OFFICE SUPPLIES & FORMSTS	1,926.67	276.24	0.00	2,202.91
54009	TELECOMMUNICATION SUPPLIES	1,460.14	0.00	0.00	1,460.14
54014	BOOKS,PAMPHLETS, MOVIES,ETC	371.30	0.00	0.00	371.30
54022	RECORDING & CAMERA SUP & PROC	769.73	49.66	0.00	819.39
54043	MEDICAL SUPPLIES	3.32	7.43	0.00	10.75
58002	RENT ON OFF MACHINES FURN & EQ	2,103.04	412.76	0.00	2,515.80
59021	M&E-COMPUTER HARDWARE	2,316.03	1,736.39	0.00	4,052.42
59060	M&E-OFFICE EQUIPMENT	0.00	883.20	0.00	883.20
Total for Org Key: 3462710		447,007.99	70,986.17	24,553.21	493,440.95

24,410.66

7337.23

Hamilton County
GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 03/01/2016 to 03/31/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Total for Fund: 034	-0.00	757,672.69	757,672.69	-0.00
	Total for Report:	-0.00	757,672.69	757,672.69	-0.00

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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

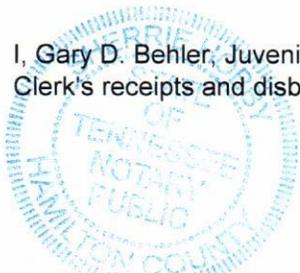
REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: April 2016

SOURCE: IFAS GL2031 Report

	Month of April 2016			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 13,393.00	\$ 1,303.00	\$ 14,696.00	\$ 122,373.27
Fees and Commissions	58.75	22,555.00	22,613.75	173,074.99
Interest	342.13		342.13	2,909.99
Miscellaneous	538.00	330.00	868.00	8,497.37
Data Processing Fees		1,068.00	1,068.00	7,414.91
Courtroom Security Fees	227.00		227.00	1,814.00
Other - Adjustments			-	-
Total Revenue	<u>14,558.88</u>	<u>25,256.00</u>	<u>39,814.88</u>	<u>316,084.53</u>
Expenditures				
Salaries	67,399.95	39,168.21	106,568.16	1,179,170.05
Employee Benefits	42,583.18	23,800.13	66,383.31	689,592.38
Other Operating Expenditures	2,853.12	1,347.59	4,200.71	61,451.80
Other - Adjustments			-	-
Total Expenditures	<u>112,836.25</u>	<u>64,315.93</u>	<u>177,152.18</u>	<u>1,930,214.23</u>
Revenues over (under) Expenditures	(98,277.37)	(39,059.93)	(137,337.30)	(1,614,129.70)
Appropriation from Hamilton County	172,075.25		172,075.25	1,720,752.50
Net Change in Fund Balance	<u>\$ 73,797.88</u>	<u>\$ (39,059.93)</u>	<u>34,737.95</u>	<u>106,622.80</u>
Fund Balance at the Beginning of the Period			<u>450,597.57</u>	<u>378,712.72</u>
Fund Balance at the End of the Period			<u>\$485,335.52</u>	<u>\$ 485,335.52</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 April 2016.



Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 14th day of June 2016

Notary Public

My Commission Expires: 2/25/17

Hamilton County
GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 04/01/2016 to 04/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
FUND: 034 - JUVENILE COURT CLERK					
Key: 3400000	JUVENILE COURT CLERK				
11000	CASH WITH TRUSTEE	3,146.81	385,041.95	382,659.62	5,529.14
11001	PETTY CASH	1,200.00	0.00	0.00	1,200.00
11002	CASH ON HAND	46,288.82	0.00	0.00	46,288.82
11200	DUE FROM STATE	0.00	0.00	0.00	0.00
11505	UNBILLED RECEIVALBES	3,976.94	0.00	0.00	3,976.94
11800	INVESTMENTS	598,674.77	201,128.28	169,374.03	630,429.02
11807	CERTIFICATES OF DEPOSIT	705,005.16	328.23	2,198.62	703,134.77
22200	VENDOR-SYSTEM	0.00	5,661.25	6,185.24	(523.99)
22215	CHILD SUPPORT PAYABLES	(46,288.82)	0.00	0.00	(46,288.82)
22216	CHILD RESTITUTION BENEFITS	(752,418.07)	2,198.62	328.23	(750,547.68)
22220	ACCRUED PAYROLL	(96,036.12)	0.00	0.00	(96,036.12)
22222	PROCUREMENT CARD	(1,598.40)	1,598.40	721.20	(721.20)
22410	COUNTY GENERAL	0.00	0.00	0.00	0.00
22548	APPOINTED ATTORNEY ADM FEE	(1,227.75)	1,175.00	873.00	(925.75)
22569	GUARDIAN AD LITEM FEE	(700.00)	0.00	0.00	(700.00)
22591	TRUANCY FINES TO HCDE	(280.00)	280.00	136.00	(136.00)
22603	CASH BONDS-DEFENDENTS-CRIMINAL	(6,630.00)	0.00	0.00	(6,630.00)
22617	RESTITUTION	(1,601.24)	1,549.24	1,747.08	(1,799.08)
34007	FUND BALANCE	(379,627.25)	0.00	0.00	(379,627.25)
	Total for Org Key: 3400000	71,884.85	598,960.97	564,223.02	106,622.80
Key: 3462700	JUVENILE COURT CLERK				
45111	FINES & COSTS	(97,261.27)	0.00	13,393.00	(110,654.27)
45115	COURTROOM SECURITY FEE	(1,577.00)	0.00	227.00	(1,804.00)
46112	INTEREST	(2,550.08)	0.00	337.38	(2,887.46)
46116	INTEREST - NOW ACCOUNTS	(17.78)	0.00	4.75	(22.53)
48953	FEES/COMMISSIONS	(4,786.15)	0.00	58.75	(4,844.90)
48957	MISCELLANEOUS	(4,398.55)	0.00	538.00	(4,936.55)
49114	INTERFUND TRANSFER	(1,548,677.25)	0.00	172,075.25	(1,720,752.50)

Hamilton County
GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 04/01/2016 to 04/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
51001	SALARIES	659,834.07	67,399.95	0.00	727,234.02
51015	SALARIES - LONGEVITY	15,000.00	0.00	0.00	15,000.00
52001	FICA	48,590.53	4,845.82	0.00	53,436.35
52002	MEDICAL INSURANCE	243,940.32	27,853.41	0.00	271,793.73
52003	LIFE INSURANCE	946.44	108.24	0.00	1,054.68
52007	STATE PENSION-TCRS, LEGACY	96,701.69	9,513.04	0.00	106,214.73
52008	SELF INSURANCE	6,213.85	171.50	0.00	6,385.35
52009	STATE TCRS HYBRID 401K 5% CONT	0.00	50.65	0.00	50.65
52010	STATE-TCRS-HYBRID 4% BENEFIT	0.00	40.52	0.00	40.52
53004	REP & MAINT AUTOMOBILES & TRUC	91.97	0.00	0.00	91.97
53012	REP & MAINT MISCELLANEOUS	0.00	172.78	0.00	172.78
53014	UTILITY SERVICES-TELEPHONE	2,858.29	281.55	0.00	3,139.84
53018	CELLULAR & PAGER SERVICE	846.80	100.02	0.00	946.82
53041	TRAVEL LOCAL	125.34	35.64	0.00	160.98
53042	MEETINGS,SEMINARS,ETC.	845.54	139.32	0.00	984.86
53044	POSTAGE FREIGHT & OTHER TRANS	1,928.80	195.72	0.00	2,124.52
53047	MEMBERSHIPS	240.00	180.00	0.00	420.00
53050	MISCELLANEOUS PURCHASED SERVIC	469.49	28.44	0.00	497.93
53054	TRUSTEES COMMISSION 1%	3,124.32	394.27	0.00	3,518.59
53058	DUPLICATING SERVICES	769.34	0.00	0.00	769.34
53065	BANK ANALYSIS FEE	534.17	40.90	0.00	575.07
54001	OFFICE SUPPLIES & FORMSTS	5,358.17	831.85	0.00	6,190.02
54014	BOOKS,PAMPHLETS, MOVIES,ETC	1,324.94	0.00	0.00	1,324.94
54018	MOTOR FUEL LUBRICANTS ANTIFREZ	597.56	65.10	0.00	662.66
54022	RECORDING & CAMERA SUP & PROC	232.47	49.00	0.00	281.47
54043	MEDICAL SUPPLIES	5.71	20.92	0.00	26.63
55092	LOSS ON VALUE	20.00	0.00	0.00	20.00
57007	PERFORMANCE & SURETY BONDS	74.00	0.00	0.00	74.00
58002	RENT ON OFF MACHINES FURN & EQ	3,268.47	317.61	0.00	3,586.08
Total for Org Key: 3462700		-565,325.80	112,836.25	186,634.13	-639,123.68

42,583.18

2853.12

Hamilton County
GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 04/01/2016 to 04/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Key: 3462710	JUVENILE COURT-IV D-SUPPORT				
44251	COMPUTER SERVICE	(6,346.91)	0.00	1,068.00	(7,414.91)
45111	FINES & COSTS	(10,416.00)	0.00	1,303.00	(11,719.00)
45115	COURTROOM SECURITY FEE	(10.00)	0.00	0.00	(10.00)
48953	FEES/COMMISSIONS	(145,675.09)	0.00	22,555.00	(168,230.09)
48957	MISCELLANEOUS	(3,230.82)	0.00	330.00	(3,560.82)
51001	SALARIES	388,317.82	39,168.21	0.00	427,486.03
51015	SALARIES - LONGEVITY	9,450.00	0.00	0.00	9,450.00
52001	FICA	28,651.46	2,805.06	0.00	31,456.52
52002	MEDICAL INSURANCE	136,596.20	15,153.40	0.00	151,749.60
52003	LIFE INSURANCE	656.04	73.92	0.00	729.96
52007	STATE PENSION-TCRS, LEGACY	56,921.52	5,612.68	0.00	62,534.20
52008	SELF INSURANCE	3,991.02	155.07	0.00	4,146.09
53005	REP & MAINT MACHINERY & EQUIPT	373.57	0.00	0.00	373.57
53014	UTILITY SERVICES-TELEPHONE	1,912.62	36.14	0.00	1,948.76
53015	UTILITY SERVICES-ELECTRICITY	9,481.27	946.78	0.00	10,428.05
53016	UTILITY SERVICES-WATER	1,343.34	208.94	0.00	1,552.28
53017	UTILITY SERVICES-GAS	393.60	40.07	0.00	433.67
53018	CELLULAR & PAGER SERVICE	846.54	100.03	0.00	946.57
53041	TRAVEL LOCAL	702.39	43.20	0.00	745.59
53042	MEETINGS,SEMINARS,ETC.	3,186.51	0.00	0.00	3,186.51
53044	POSTAGE FREIGHT & OTHER TRANS	1,600.88	197.22	0.00	1,798.10
53050	MISCELLANEOUS PURCHASED SERVIC	1,580.00	13.74	0.00	1,593.74
53058	DUPLICATING SERVICES	799.08	0.00	0.00	799.08
54001	OFFICE SUPPLIES & FORMSTS	2,202.91	775.28	0.00	2,978.19
54009	TELECOMMUNICATION SUPPLIES	1,460.14	0.00	1,417.84	42.30
54014	BOOKS,PAMPHLETS, MOVIES,ETC	371.30	0.00	0.00	371.30
54022	RECORDING & CAMERA SUP & PROC	819.39	197.65	0.00	1,017.04
54043	MEDICAL SUPPLIES	10.75	0.00	0.00	10.75
58002	RENT ON OFF MACHINES FURN & EQ	2,515.80	206.38	0.00	2,722.18

23,800.13

1347.59

Hamilton County
GL Transaction Summary by Fund, Org, Object

Fiscal Year:2016

For the Date Range: 04/01/2016 to 04/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
59004	BUILDING IMPROVEMENTS	0.00	1,417.84	1,417.84	0.00
59021	M&E-COMPUTER HARDWARE	4,052.42	0.00	0.00	4,052.42
59060	M&E-OFFICE EQUIPMENT	883.20	0.00	0.00	883.20
Total for Org Key: 3462710		493,440.95	67,151.61	28,091.68	532,500.88
Total for Fund: 034		-0.00	778,948.83	778,948.83	-0.00
Total for Report:		-0.00	778,948.83	778,948.83	-0.00



Hamilton County Board of Commissioners RESOLUTION

No. 716-1

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

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

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

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

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

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

1. That the persons named on the listing labeled **"HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS"** are hereby approved as applicants therefore; and

2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That the person named on the listing labeled **“OATH OF DEPUTY COUNTY CLERK”** is accepted and the oath therefore is approved as taken; and
4. That the persons named on the listing labeled **“OATHS OF DEPUTY SHERIFFS”** are accepted and the oaths therefore are approved as taken; and
5. That each such person named on the listings hereinabove mentioned (which listings are attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 6, 2016

NAME	RESIDENCE	BUSINESS
Michael S. Aldridge	6123 Veronica Dr. Ooltewah, TN 37363 423-645-7888	Metro Service Agency 736 Market St., Ste. 600 Chattanooga, TN 37402 Same
Thomas J. Ashley	3610 Hillside Dr. Cleveland, TN 37312 423-614-4471	Hospice of Chattanooga 4411 Oakwood Dr. Chattanooga, TN 37416 423-892-4289
Brain L. Barrow	2608 Oak St. Chattanooga, TN 37404 423-531-1909	Hardwick & Sons Funeral Home P.O. Box 11486 Chattanooga, TN 37401 423-267-1244
Earl J. Blanks, Jr.	918 Montlake Rd. Soddy Daisy, TN 37379 423-451-0049	FEMA Same Same 423-718-4347
Gail Boots	P.O. Box 412 Harrison, TN 37341 423-902-1993	Patrick, Beard, et. al. 537 Market St., Ste. 202 Chattanooga, TN 37402 423-756-7117
Amy Braswell	4806 Curtis Circle Chattanooga, TN 37406 423-326-9995	Earthscapes, Inc. 3611 Amnicola Hwy. Chattanooga, TN 37406 423-855-8170
Frances Burns	1050 Tiftonia View Rd. Chattanooga, TN 37419 423-822-6280	Komatsu America Corp. 409 Signal Mtn. Rd. Chattanooga, TN 37405 423-757-0316
Susan C. Chaffin	7831 Cove Ridge Rd. Hixson, TN 37343 423-240-3745	Iron Workers Benefit Office 9217 Dayton Pike Soddy Daisy, TN 37379 423-842-1600
Cindy Charles	7311 Nightfall Cir. Ooltewah, TN 37363 803-549-9393	N/A N/A N/A N/A
Cristina S. Clark	3403 Harcourt Dr. Chattanooga, TN 37411 423-227-8922	Adams Masonry, Inc. P.O. Box 3189 Chattanooga, TN 37404 423-629-9343

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 6, 2016**

NAME	RESIDENCE	BUSINESS
Mollie Martin Corn	127 Short Creek Rd. Signal Mtn., TN 37377 423-827-4699	Self Employed P.O. Box 15476 Chattanooga, TN 37415 Same
Jana Cornett	3205 Co. Rd. 326 Flat Rock, AL 35966 256-632-4515	Realty Title 5870 Highway 153, Ste. 102 Hixson, TN 37343 423-877-1970
Piper Nicole Davis-Christenbury	2655 Greenbrier Dr. Cleveland, TN 37312 423-478-1696	Allied Barton Security Services 5751 Uptain Road, Ste. 510 Chattanooga, TN 37411 423-402-4992
Anita Decosimo	2520 Boston Branch Cr. Signal Mtn., TN 37377 423-886-3520	Title Guaraunty & Trust Co. 617 Walnut St. Chattanooga, TN 37402 423-266-5751
Sam D. Diamond	1023 Summer St. Chattanooga, TN 37405 423-227-4948	Alliance Title, LLC 6024 Shallowford Rd., Ste. 100 Chattanooga, TN 37421 423-648-8390
Elizabeth M. Fish	1819 Crestwood Dr. Chattanooga, TN 37415 423-267-7059	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-785-8219
Sandra K. Graham	316 N. Crest Rd. Chattanooga, TN 37404 423-488-2914	N/A 100 W. ML King Blvd. Chattanooga, TN 37402 423-265-2283
Melissa D. Greene	3536 Whitney St. Chattanooga, TN 37351 615-810-5767	The UPS Store 711 Signal Mtn. Rd. Chattanooga, TN 37405 423-267-4344
Kate E. Haley	1713 Chamberlain Ave. Chattanooga, TN 37404 423-400-5825	Leitner, Williams, et. al. 200 W. ML King Blvd., Ste. 500 Chattanooga, TN 37402 423-265-0214
H. Hartig	312 Colbaugh Hollow Rd. Decatur, TN 37322 912-257-0953	Cabeen Originals 3819 Calhoun Ave. Chattanooga, TN 37407 423-521-0797

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 6, 2016**

NAME	RESIDENCE	BUSINESS
Peter E. Johnson	9648 Wiltshire Dr. Ooltewah, TN 37363 423-693-8550	Hutton Company 736 Cherry St. Chattanooga, TN 37402 423-805-4504
Constance Lane	452 Stable View Cir. Chattanooga, TN 37405 423-877-2100	First Tennessee Bank 701 Market St., 2nd Floor Chattanooga, TN 37402 423-757-4125
Levi Lanzoni	1010 Oak St. Chattanooga, TN 37403 N/A	UTC 615 McCallie Ave. Chattanooga, TN 37403 N/A
Jessica Ledbetter	13 S. Tuxedo Ave. Chattanooga, TN 37411 423-304-6030	Tennessee Education Lottery 2020 Gunbarrel Rd., Ste. 106 Chattanooga, TN 37421 N/A
Sandra H. Lockhart	7730 Sawyer Pike Signal Mtn., TN 37377 423-886-6419	Industrial Lift Truck Service 464 Rock Quarry Rd. Soddy Daisy, TN 37379 423-332-5533
Kathy Love	590 E. Hills Rd. Jasper, TN 37347 423-785-7367	Keller Williams Realty 1200 Premier Dr., Ste. 140 Chattanooga, TN 37421 423-664-1600
David Walter MacNeill	4812 Eula Cir., Apt. B Hixson, TN 37343 423-364-4365	Alan R. Beard, Esq., et. al. 23 Patten Parkway Chattanooga, TN 37402 423-266-0199
Teya Neff	65 Houston St. Dunlap, TN 37327 423-509-3076	Carmax 2211 Overnite Dr. Chattanooga, TN 37421 423-414-3500
Betty A. O'Dea	7629 Highway 60 Georgetown, TN 37336 423-509-3300	Mack's Highway Market 4401 Ringgold Rd. Chattanooga, TN 37412 423-508-8564
Robert L. Parks	3013 Peggy Lane Chattanooga, TN 37404 423-698-7513	N/A N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 6, 2016**

NAME	RESIDENCE	BUSINESS
Jack Parks, Jr.	1315 Fredrick Dr. Chattanooga, TN 37412 423-771-7179	Parks Tax Service Same Same Same
Shanissa Payne	7715 Aspen Ldg. Way, Apt. 320 Chattanooga, TN 37421 404-924-9554	Carmax 2211 Overnite Dr. Chattanooga, TN 37421 423-414-3500
Stacie R. Peardon	205 Jessica Danielle Lane Jasper, TN 37347 423-942-6497	City of Chattanooga 600 Market St., Rm. 104 Chattanooga, TN 37402 423-643-7569
S. Pegnetter	3196 Alvin York Highway Whitwell, TN 37397 352-258-9598	Capital Toyota 5808 Lee Hwy. Chattanooga, TN 37421 423-389-0661
Debbie M. Roddy	3211 Westonia Dr. Chattanooga, TN 37412 423-698-3635	DBS Corporation 506 Broad St. Chattanooga, TN 37402 423-752-1302
Spencer J. Shockley	936 Mtn. Creek Rd., Apt. V228 Chattanooga, TN 37405 615-775-4081	The UPS Store 711 Signal Mtn. Rd. Chattanooga, TN 37405 423-267-4344
Thomas L. Sloan	7147 Cane Hollow Rd. Hixson, TN 37343 423-842-0385	State of Tennessee 100 Moccasin Bend Rd. Chattanooga, TN 37405 423-785-3309
Jennifer K. Smith	953 Ladder Trail Signal Mtn., TN 37377 423-580-3245	Citizens Tri-County Bank 1306 Taft Highway Signal Mtn., TN 37377 423-886-2868
Tina M. Stepp	1111 Morris Lane Chattanooga, TN 37421 678-357-8773	Summers, Rufolo, et. al. 735 Broad St., Ste. 800 Chattanooga, TN 37402 423-265-2385
Nick C. Stevens	9083 Wood Dale Lane Hixson, TN 37343 423-309-1369	Spicer Rudstrom, PLLC 537 Market St., Ste. 203 Chattanooga, TN 37402 423-756-0262

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 6, 2016**

NAME	RESIDENCE	BUSINESS
Izzette Torres	522 Cedar Glen Circle Chattanooga, TN 37412 423-510-0215	Southern Champion Tray 220 Compress St. Chattanooga, TN 37405 423-756-5121
Gertrude C. Trammell	609 Mooremont Ter. Chattanooga, TN 37411 423-622-7642	Hardwick & Sons Funeral Home P.O. Box 11486 Chattanooga, TN 37401 423-267-1244
Kimberly Wallace	1914 Gunbarrel Rd. Chattanooga, TN 37421 706-244-9851	Cash Express, LLC 7431 E. Brainerd Rd. Chattanooga, TN 37421 423-899-6808
Catherine Ware	1215 Radmoor Dr. Chattanooga, TN 37421 423-505-0179	Carmax 2211 Overnite Dr. Chattanooga, TN 37421 423-414-3500
Mia Warn	2003 Dogwood Dr. Chattanooga, TN 37406 423-521-6208	CSMO 2415 McCallie Ave. Chattanooga, TN 37404 423-624-2696
Flossie Weill	308 Laurel Lane Lookout Mtn., TN 37350 423-821-8035	Weill & Long, PLLC 200 W. ML King Blvd., Ste. 1205 Chattanooga, TN 37402 423-756-5900
Celeste Marie Whitmire Williams	1705 Kirby Ave. Chattanooga, TN 37404 423-298-6684	Hefferlin & Kronenberg Architects 1216 E. Main St., Ste. 120 Chattanooga, TN 37408 423-266-3656
Ciara Yochum	400 Gallery Ln., Apt. C2 Hixson, TN 37343 812-484-7807	Foam-Crete 2833 Calhoun Ave. Chattanooga, TN 37407 423-629-7337

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 6, 2016**

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Shawnda D. Holden	February 1, 2016	June 2, 2016
Johnnie B. Queen	April 28, 2016	June 2, 2016
Brenda Howard	April 28, 2016	June 2, 2016
Elizabeth Cotellese	April 18, 2016	June 2, 2016
Sharon Y. Richardson	April 18, 2016	June 2, 2016
Gloria D. Smith	April 28, 2016	June 2, 2016
David C. Nagle	May 10, 2016	June 3, 2016
Rachel Cox	April 18, 2016	June 3, 2016
Debra Clendenen	December 8, 2015	June 3, 2016
Angie Hiatt	May 10, 2016	June 6, 2016
Michelle Lea Akins	May 10, 2016	June 6, 2016
Mary Woodward	May 10, 2016	June 6, 2016
Cathy F. Casey	April 28, 2016	June 6, 2016
Sarah Baker	April 28, 2016	June 6, 2016
Stacy Lynn Archer	April 28, 2016	June 6, 2016
Rolanda H. Petherick	February 24, 2016	June 7, 2016
Pamela Underdue	April 28, 2016	June 7, 2016
Brenda Walters	April 28, 2016	June 7, 2016
Paula C. Barnett	April 18, 2016	June 7, 2016
Alison M. Anderson	November 24, 2015	June 7, 2016
Kimberly R. Knight	April 28, 2016	June 7, 2016
Donna J. Hixson	May 10, 2016	June 8, 2016
Glenda E. Jackson	April 28, 2016	June 8, 2016
Donald G. Kane	May 10, 2016	June 8, 2016
Paulette Cagle	May 10, 2016	June 8, 2016
Richard Mclveene	February 9, 2016	June 8, 2016
Phyllis M. Barbee	May 10, 2016	June 8, 2016
Suzzanne B. Cantrell	May 10, 2016	June 8, 2016
R. S. Logan	April 28, 2016	June 8, 2016
Taylor Hurley	May 10, 2016	June 8, 2016
Judy M. Sullivan	April 18, 2016	June 9, 2016
Katherine A. O'Brien	April 28, 2016	June 9, 2016
Matthew Maples	May 10, 2016	June 9, 2016
Patricia Lester	April 18, 2016	June 9, 2016
Tiffany Powell	April 18, 2016	June 9, 2016
Kerry Smith	May 25, 2016	June 9, 2016
Marcia E. Barrett	May 10, 2016	June 9, 2016
Catherine L. Byars	May 25, 2016	June 9, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 6, 2016**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Renita L. Beaty	April 28, 2016	June 9, 2016
Oleg Shved	March 21, 2016	June 9, 2016
C. R. Hixon	April 28, 2016	June 9, 2016
Lori L. Roth	May 25, 2016	June 9, 2016
Natalie A. Allen	May 25, 2016	June 10, 2016
Starlia Walker-Miller	May 25, 2016	June 10, 2016
Sarah B. Jensen	March 21, 2016	June 10, 2016
Laura S. Highlander	May 25, 2016	June 10, 2016
Thomas E. Smith	May 25, 2016	June 10, 2016
Amanda Jordan	February 1, 2016	June 10, 2016
James L. Henry, Jr.	April 28, 2016	June 13, 2016
Amy Hitchcock	May 25, 2016	June 13, 2016
Lana Haynes	April 28, 2016	June 13, 2016
Erica Posey	May 25, 2016	June 14, 2016
S. Campbell	May 10, 2016	June 14, 2016
Candice Wrinkle	May 10, 2016	June 14, 2016
Jamie R. Gilbert	May 25, 2016	June 14, 2016
Catherine Jernigan	May 25, 2016	June 15, 2016
Loretta D. Brewster	May 25, 2016	June 15, 2016
Anita Martin	May 10, 2016	June 15, 2016
Rosetta Q. Russell	May 25, 2016	June 15, 2016
M. P. Lopez	May 25, 2016	June 16, 2016
Glenda A. Bryson	May 25, 2016	June 16, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY COUNTY CLERK
JULY 6, 2016**

The individual listed below appeared in the County Clerk's Office to receive the oath as Deputy County Clerk as prescribed by law.

<u>Name</u>	<u>Date of Oath</u>
Julianne Hubbard	June 13, 2016

**OATHS
DEPUTY COUNTY CLERKS
HAMILTON COUNTY, TENNESSEE**

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

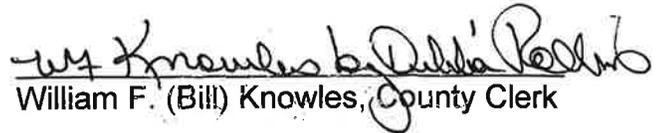
I, Julianne Hubbard, do solemnly swear that I will perform with fidelity the duties of the Office of Deputy County Clerk of Hamilton County, Tennessee, to which I have been appointed and which I am about to assume, without partiality or favor, to the best of my skill and ability.

I further swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, so help me God.



Julianne Hubbard

Sworn to and subscribed before me this 13th day of June, 2016.



William F. (Bill) Knowles, County Clerk

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
JULY 6, 2016**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Rickey L. Harvey	June 8, 2016
Regina L. Raulston	June 8, 2016

STATE OF TENNESSEE }
Hamilton County } ss.

I, **Rickey L. Harvey**, 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

8th day of June, 2016.

W.F. Knowls

By Robby Ed Dede


} Rickey L. Harvey

STATE OF TENNESSEE }
Hamilton County } ss.

I, **Regina L. Raulston**, 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
8th day of June, 2016.

W F Knowls

By Leah C. Dadd


Regina L. Raulston



Hamilton County Board of Commissioners RESOLUTION

No. 716-2

A RESOLUTION TO REAPPOINT ONE MEMBER TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD BEGINNING JULY 6, 2016 AND ENDING JULY 6, 2018.

WHEREAS, the Hamilton County Board of Commissioners adopted Resolution Number 599-14 establishing the Hamilton County Health and Safety Hearing Board; and

WHEREAS, the term of the appointee representing the Commissioner of District One expired on July 3, 2016.

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

That Ken Foster is hereby reappointed to the Hamilton County Health and Safety Hearing Board for a two (2) year term beginning July 6, 2016 and ending July 6, 2018.

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 6, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 716-3

A RESOLUTION AUTHORIZING THE APPOINTMENT OF REPRESENTATIVES TO THE HAMILTON COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD

WHEREAS, the Hamilton County Community Corrections Program is a valuable program that provides a sentencing alternative for non-violent offenders; and,

WHEREAS, pursuant to T.C.A. 40-36-201 et seq., in order to qualify for state funding under the felony program administered by the Tennessee Department of Corrections, a Community Corrections Advisory Board must be established; and,

WHEREAS, representatives appointed to the board shall serve a two-year term beginning July 1, 2016 and ending June 30, 2018; and

WHEREAS, the recent death of Bill Tittle created a vacancy on the board; and

WHEREAS, Barbara Payne has been nominated to serve the remainder of his term ending June 30, 2017; and

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

The following individuals are hereby appointed to the Hamilton County Community Corrections Advisory Board:

REPRESENTATIVE

Barbara Payne
Garrett Foster
Paul Pearce
Shawn Johnson

NOMINATED BY

County Mayor, Sheriff, District Attorney General
Tennessee Department of Correction
Presiding Judge, 11th Judicial District
County Mayor

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date

Garrett C. Foster

5750 Lake Resort Dr. Apt# L124 • Chattanooga, TN 37415 • Phone: (931)-698-2149 • E-Mail: Garrett.Foster@TN.gov

Education

University of Tennessee at Chattanooga

Bachelor of Science in Criminal Justice: Graduated May 2014- GPA: 3.21

Master of Science in Criminal Justice: August 2014- Present- GPA: 3.50

Relevant Experience

Probation and Parole Officer II

May 2015- Present

Tennessee Department of Correction

Chattanooga, TN

- Monitor felony offenders to comply with state laws and conditions of the court.
- Supervise a caseload of 170 using organization and time management.
- Work closely with local, state, and federal agencies in order to provide safe environments for the community.

Unarmed Security Guard Supervisor

January 2011- Present

Axis Security Inc.,

Chattanooga, TN

- Work with venue management, artists, production, and house staff to offer a safe setting by enforcing venue policies.
- Supervise a team of 5-10 staff in order to ensure proper policy is followed and effective enforcement is completed.
- Escort unruly or intoxicated patrons off the premise, and file incident reports with each and every incident that occurs.
- Clearing the venue and premise of patrons at the end of the night.

High/Low Ropes Course Lead Guide

April 2013- April 2015

The Adventure Guild

Chattanooga, TN

- Prepare and inspect gear and courses and file signed waivers of participants.
- Lead groups of participants through a crash course on safety and procedure and monitor groups through high/low ropes courses.
- Perform interventions of participants from course when necessary and belaying participants on the rock-climbing wall.

Intern

January 2014- March 2014

Hamilton County Sheriff's Department

Chattanooga, TN

- Shadow officers in differing departments and agencies in order to grasp an understanding of how the department functions internally and cooperates with other agencies to complete a mission.

Unarmed Security Guard

June 2013- November 2014

Chattanooga Billards Club

Chattanooga, TN

- Check IDs and answer phone calls
- Enforce house policies and escort unruly patrons off the premise.
- Identify signs of intoxication and use deductive reasoning to address each situation accordingly.

Certifications

- CPR/AED Certified, 8/21/2015, renewed biannually
- First Aid Certified, 8/21/2015, renewed biannually
- Wilderness First Responder Certified (NOLS), 3/16/2014, renewed biannually
- Licensed TN Unarmed Security Guard #425336, issued: 4/3/2014, renewed biannually
- Crowd Management Certified (North Carolina Office of State Fire Marshal), expires 01/2018
- Tennessee Correction Academy graduate, 8/21/2015
- P.O.S.T. Certified Domestic Violence Investigator (UT Law Enforcement Innovation Center), issued 2/18/2016

References: Upon Request



CRIMINAL COURT

BARRY A. STEELMAN
JUDGE
DIVISION I

STATE OF TENNESSEE
ELEVENTH JUDICIAL DISTRICT

COURTS BUILDING
CHATIANOOGA, TENNESSEE 37402
(423) 209-7574
FAX: (423) 209-7575

June 10, 2016

Valda Cowan
Hamilton County Community Corrections
6215 Dayton Boulevard
Hixson, TN 37343

Dear Ms. Cowan:

In response to your letter I am nominating Attorney Brian Pearce to the local Community Corrections Advisory Board. Mr. Pearce is a conscientious person and dedicated attorney. I am confident that he will take this responsibility seriously and serve the Board well. His resume is enclosed.

Sincerely,

A handwritten signature in blue ink, appearing to be "B.A. Steelman", with a long horizontal flourish extending to the right.

Barry A. Steelman
Judge

djg

enc.

Paul Brian Pearce

Physical Address

4541 Solomon Seal Trail
Chattanooga, TN 37415
865.293.2753
Ppearce85@gmail.com

Law Office

707 Georgia Ave, Suite 203
Chattanooga, TN 37415
423.567.4411
Bpearce.law@gmail.com

Education

Sep. 04-
May 08
The University of Tennessee Knoxville, TN
Bachelor of Science: Business Administration, Logistics
Overall GPA: 3.6/4.0

Sep. 2010-
May 2013
University of Tennessee College of Law Knoxville, TN
Juris Doctor
Overall GPA: 3.02/4.30

Honors

Dean's List from 2004-2008. Recipient of Hope, Volunteer, Unilever Logistics, Lloyd McCulloch, and William B. Stokely Scholarships. Graduated Cum Laude Undergrad.

Work Experience

Sep. 2014-
Present

Law Office of Brian Pearce

Chattanooga, TN

Attorney/Owner

- Built and managed a successful sole practitioner law practice with focus on Criminal Defense, Divorce, and Civil Litigation with a typical docket of 30-40 cases.
- Conducted dozens of preliminary and motions hearings.
- Trial experience: 2 jury trials (DUI and Second Degree Murder), 5 bench trials on assorted misdemeanors. Four cases awaiting trial dates.
- Appellate experience: Court of Criminal Appeals agreed with response to State's application for Rule 9 interlocutory appeal and denied State's application.

Summer '11, '12
Aug. 2013-
Aug. 2014

11th Judicial District Public Defender's Office

Chattanooga, TN

Intern; Temporary Assistant Public Defender

- Resolve a high volume of Sessions Court cases through plea bargaining, preliminary hearing, trial, and revocation hearings.
- Develop strong, trusting attorney-client relationships, despite time restrictions imposed by high case-load.

- Sep. 2012-
May 2013
- Knoxville Public Defender's Community Law Office
Knoxville, TN
Law Clerk
- Authored motions and researched legal issues to assist attorneys with pending cases.
 - Worked in an office focused on holistic, client-centered representation.
- Sep. 2011-
May 2012
- University of Tennessee Wrongful Convictions Clinic
Knoxville, TN
Student Attorney
- Investigate cases of alleged wrongful convictions.
 - Interviewed clients and witnesses and managed a file.
- Sep. 2009-
Aug. 2010
- Presbyterian Community Outreach
Slidell, LA
Americorps Volunteer/Construction Assistant
- Non-Profit home repair and disaster relief.
 - Managed renovations on 12 homes in Slidell and New Orleans, Louisiana.
 - Supervised construction sites to ensure safety, quality of work, and productivity:
- May 2007-
Aug-2009¹
- Appalachia Service Project
Johnson City, TN
Supply Coordinator, Finance Coordinator, Project Coordinator
- Managed safe, timely, and successful repair of 42 homes.
 - Served client needs by ensuring good communication, timely completion of projects, and removal of all construction debris.

Additional Information

President of the Tennessee College of Law Student Chapter of Tennessee Association of Criminal Defense Lawyers for 2012-2013 academic year; Completed UT College of Law Advocacy Concentration; UT College of Law Pro-Bono "Gold Level" with over 400 hours of Pro-Bono work; excellent research and writing skills; completed several 5k, 10k, and half-marathon races and the Nashville Hard Rock Marathon in November, 2013.

¹ I worked for Appalachia Service Project in a summer staff position during the Summer of 2007, 2008, and 2009, and as a project manager from September until December of 2008.



Hamilton County Board of Commissioners RESOLUTION

No. 716-4

A RESOLUTION MAKING AN APPROPRIATION TO EAST TENNESSEE SYMPHONY ORCHESTRA IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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

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

WHEREAS, Commissioner Chester Bankston has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to East Tennessee Symphony Orchestra to assist with their Fourth of July Celebration; and

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

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

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to East Tennessee Symphony Orchestra to assist with their Fourth of July Celebration.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

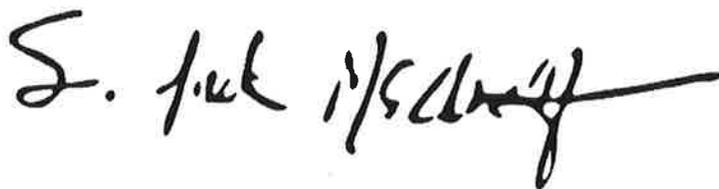
Date

East Tennessee Symphony Orchestra

PROFIT AND LOSS

January - December 2015

	Total
INCOME	
Contributions	30,515.00
Personal Contributions	383.75
Total Contributions	30,898.75
Total Income	30,898.75
GROSS PROFIT	
30,898.75	
EXPENSES	
4th of July Event	28,915.42
Bank Service Charge	632.11
Checks	9.81
Concert Supplies	127.92
Contract Labor	1,125.00
Contributions to Others	900.00
Dues & Subscriptions	535.77
Filing Fees	327.25
Liability Insurance	420.00
Meals & Entertainment	7.90
Periodicals, Literature	287.00
Post Office Box	76.00
Postage	252.81
Recognition/Gratitude	167.72
Scholarships	500.00
T-Shirts	1,417.00
Total Expenses	35,701.71
NET OPERATING INCOME	-4,802.96
NET INCOME	\$ -4,802.96



Jack McClarty
President, ETSO

6/7/16

East Tennessee Symphony Orchestra

PROFIT AND LOSS

January - May, 2016

	Total
INCOME	
Contributions	5,300.00
Personal Contributions	16.57
Total Contributions	5,316.57
Event Sponsorships	25,000.00
Total Income	30,316.57
GROSS PROFIT	
30,316.57	
EXPENSES	
4th of July Event	16,602.50
Bank Service Charge	161.62
Filing Fees	20.47
Total Expenses	16,784.59
NET OPERATING INCOME	13,531.98
NET INCOME	\$13,531.98

J. Jack McClarty

Jack McClarty
President, ETSO

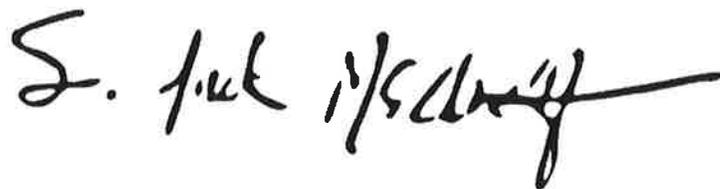
6/7/16

East Tennessee Symphony Orchestra

BALANCE SHEET

As of December 31, 2015

	Total
ASSETS	
Current Assets	
Bank Accounts	
CCU 25451 008	40.44
Northwest Georgia Bank	5,376.62
Total Bank Accounts	5,417.06
Total Current Assets	5,417.06
Other Assets	
Equipment	18,471.38
Total Other Assets	18,471.38
TOTAL ASSETS	\$23,888.44
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Unrestrict (retained earnings)	28,691.40
Net Income	-4,802.96
Total Equity	23,888.44
TOTAL LIABILITIES AND EQUITY	\$23,888.44



Jack McClarty
President, ETSO

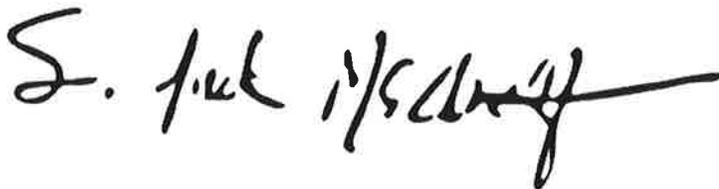
6/7/16

East Tennessee Symphony Orchestra

BALANCE SHEET

As of May 31, 2016

	Total
ASSETS	
Current Assets	
Bank Accounts	
CCU 25451 008	40.44
Northwest Georgia Bank	18,908.60
Total Bank Accounts	18,949.04
Total Current Assets	18,949.04
Other Assets	
Equipment	18,471.38
Total Other Assets	18,471.38
TOTAL ASSETS	\$37,420.42
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Unrestrict (retained earnings)	23,888.44
Net Income	13,531.98
Total Equity	37,420.42
TOTAL LIABILITIES AND EQUITY	\$37,420.42



Jack McClarty
President, ETSO
6/7/16

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

DEPARTMENT OF THE TREASURY

Date: 2006

EAST TENNESSEE SYMPHONY ORCHESTRA
PO BOX 1232
COLLEGEDALE, TN 37315-1232

Employer Identification Number:
20-3973191
DLN:
17053160007046
Contact Person:
THOMAS C KOESTER ID# 31116
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
NOVEMBER 30, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2009

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

EAST TENNESSEE SYMPHONY ORCHESTRA

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

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)



Hamilton County Board of Commissioners

RESOLUTION

No. 716-5

A RESOLUTION MAKING AN APPROPRIATION TO THE CHATTANOOGA GIRLS LEADERSHIP ACADEMY, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

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

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

WHEREAS, Commissioner Warren Mackey has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to The Chattanooga Girls Leadership Academy, Inc., to assist with their golf tournament; and

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

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

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to The Chattanooga Girls Leadership Academy, Inc., to assist with their golf tournament.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date

EXTENDED TO MAY 16, 2016

Form 990

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2014

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2014 calendar year, or tax year beginning JUL 1, 2014 and ending JUN 30, 2015

Form header section containing: B Check if applicable (Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending); C Name of organization (CHATTANOOGA GIRLS LEADERSHIP ACADEMY); D Employer identification number (26-3492860); E Telephone number (423) 664-5722; G Gross receipts \$ 4,755,040; H(a) Is this a group return for subordinates? No; H(b) Are all subordinates included? No; I Tax-exempt status: 501(c)(3); J Website: WWW.CGLAONLINE.COM; K Form of organization: Corporation; L Year of formation: 2009; M State of legal domicile: TN

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1-7a Activities & Governance; 8-12 Revenue; 13-19 Expenses; 20-22 Net Assets or Fund Balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: DR. ELAINE SWAFFORD, EXECUTIVE DIRECTOR. Date: 2/24/16.

Preparer information: Print/Type preparer's name (STEPHEN L. KEOWN), Preparer's signature, Date, Check if self-employed, PTIN (P00296420), Firm's name (JOHNSON, HICKEY & MURCHISON, P.C.), Firm's EIN (62-1046406), Firm's address (651 E. 4TH ST., STE 200, CHATTANOOGA, TN 37403), Phone no. (423) 756-0052.

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

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

DEPARTMENT OF THE TREASURY

Date: JUL 06 2009

THE CHATTANOOGA GIRLS LEADERSHIP
ACADEMY INC
C/O GEOFFREY G YOUNG
832 GEORGIA AVE STE 1000
CHATTANOOGA, TN 37402

Employer Identification Number:
26-3492860
DLN:
17053002331009
Contact Person: LISA M VAN DER SLUYS ID# 95264
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
September 26, 2008
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

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

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

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

Letter 947 (DO/CG)



Hamilton County Board of Commissioners RESOLUTION

No. 716-6

A RESOLUTION MAKING AN APPROPRIATION TO EAST TENNESSEE SYMPHONY ORCHESTRA IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT SEVEN.

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

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

WHEREAS, Commissioner Sabrena Smedley has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to East Tennessee Symphony Orchestra to assist with their Fourth of July Celebration; and

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

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

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to East Tennessee Symphony Orchestra to assist with their Fourth of July Celebration.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

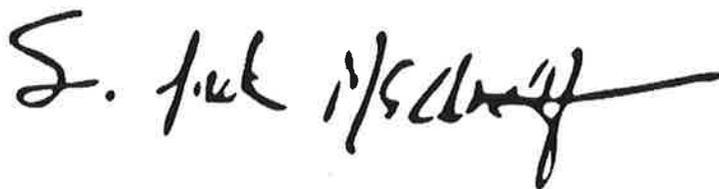
Date

East Tennessee Symphony Orchestra

PROFIT AND LOSS

January - December 2015

	Total
INCOME	
Contributions	30,515.00
Personal Contributions	383.75
Total Contributions	30,898.75
Total Income	30,898.75
GROSS PROFIT	
30,898.75	
EXPENSES	
4th of July Event	28,915.42
Bank Service Charge	632.11
Checks	9.81
Concert Supplies	127.92
Contract Labor	1,125.00
Contributions to Others	900.00
Dues & Subscriptions	535.77
Filing Fees	327.25
Liability Insurance	420.00
Meals & Entertainment	7.90
Periodicals, Literature	287.00
Post Office Box	76.00
Postage	252.81
Recognition/Gratitude	167.72
Scholarships	500.00
T-Shirts	1,417.00
Total Expenses	35,701.71
NET OPERATING INCOME	-4,802.96
NET INCOME	\$ -4,802.96



Jack McClarty
President, ETSO

6/7/16

East Tennessee Symphony Orchestra

PROFIT AND LOSS

January - May, 2016

	Total
INCOME	
Contributions	5,300.00
Personal Contributions	16.57
Total Contributions	5,316.57
Event Sponsorships	25,000.00
Total Income	30,316.57
GROSS PROFIT	
30,316.57	
EXPENSES	
4th of July Event	16,602.50
Bank Service Charge	161.62
Filing Fees	20.47
Total Expenses	16,784.59
NET OPERATING INCOME	13,531.98
NET INCOME	\$13,531.98

J. Jack McClarty

Jack McClarty
President, ETSO

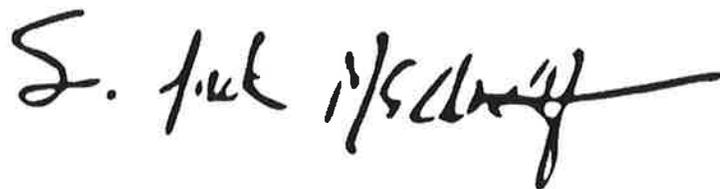
6/7/16

East Tennessee Symphony Orchestra

BALANCE SHEET

As of December 31, 2015

	Total
ASSETS	
Current Assets	
Bank Accounts	
CCU 25451 008	40.44
Northwest Georgia Bank	5,376.62
Total Bank Accounts	5,417.06
Total Current Assets	5,417.06
Other Assets	
Equipment	18,471.38
Total Other Assets	18,471.38
TOTAL ASSETS	\$23,888.44
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Unrestrict (retained earnings)	28,691.40
Net Income	-4,802.96
Total Equity	23,888.44
TOTAL LIABILITIES AND EQUITY	\$23,888.44



Jack McClarty
President, ETSO

6/7/16

East Tennessee Symphony Orchestra

BALANCE SHEET

As of May 31, 2016

	Total
ASSETS	
Current Assets	
Bank Accounts	
CCU 25451 008	40.44
Northwest Georgia Bank	18,908.60
Total Bank Accounts	18,949.04
Total Current Assets	18,949.04
Other Assets	
Equipment	18,471.38
Total Other Assets	18,471.38
TOTAL ASSETS	\$37,420.42
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Unrestrict (retained earnings)	23,888.44
Net Income	13,531.98
Total Equity	37,420.42
TOTAL LIABILITIES AND EQUITY	\$37,420.42



Jack McClarty
President, ETSO
6/7/16

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

DEPARTMENT OF THE TREASURY

Date: 2006

EAST TENNESSEE SYMPHONY ORCHESTRA
PO BOX 1232
COLLEGEDALE, TN 37315-1232

Employer Identification Number:
20-3973191
DLN:
17053160007046
Contact Person:
THOMAS C KOESTER ID# 31116
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
NOVEMBER 30, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2009

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

EAST TENNESSEE SYMPHONY ORCHESTRA

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

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)



Hamilton County Board of Commissioners RESOLUTION

No. 716-7

A RESOLUTION MAKING AN APPROPRIATION TO THE NATIONAL COALITION OF 100 BLACK WOMEN CHATTANOOGA CHAPTER, INC., IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

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

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

WHEREAS, Commissioner Greg Beck has expressed a desire to allocate Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies to The National Coalition of 100 Black Women Chattanooga Chapter, Inc., to assist with mentoring programs; and

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

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

That Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies be appropriated to The National Coalition of 100 Black Women Chattanooga Chapter, Inc., to assist with mentoring programs.

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

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with

Section 5-9-109(c), T.C.A.

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date

**NCBW Fundraising
Profit & Loss
October 2015 through September 2016**

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
Fashion Show Sponsors	3,500.00
Fashions Show Table Sponsors	2,500.00
Give Back at Chili's	210.00
Golf Donations	160.00
Golf Hole in One	700.00
Golf Sponsors	4,000.00
Golf Teams	1,500.00
Hole Sponsors	1,800.00
Reimbursement	30.00
Total Income	<u>14,400.00</u>
Expense	
Bank Service Charge	5.00
Fashion Show Postage	35.28
Fashion Show Printing	88.37
Fashion Show Rental Facility	660.00
Fundraising Transfer	15,474.81
Golf	
All Other	14.70
Printing	123.98
Total Golf	<u>138.68</u>
Total Expense	<u>16,402.14</u>
Net Ordinary Income	<u>-2,002.14</u>
Net Income	<u><u>-2,002.14</u></u>
Beginning Balance	17,974.81
Available Cash	15,962.67

Brendy P. Johnson, President
May 26, 2016

National Coalition of 100 Black Women, Inc. Chatt Chapter

Balance Sheet

As of September 30, 2016

Sep 30, 16

ASSETS

Current Assets

Checking/Savings

First TN General Account 18,551.02

Total Checking/Savings 18,551.02

Total Current Assets 18,551.02

TOTAL ASSETS 18,551.02

LIABILITIES & EQUITY

Equity

Opening Balance Equity 19,282.59

Retained Earnings -6,534.11

Net Income 5,802.54

Total Equity 18,551.02

TOTAL LIABILITIES & EQUITY 18,551.02

Beverly P. Johnson, President
May 26, 2016

National Coalition of 100 Black Women, Inc
April Profit Loss

	<u>Oct '15 - Sep 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Fundraising Transfer	15,474.81	15,475.81	-1.00
Grants	0.00	5,000.00	-5,000.00
Installation Fees	0.00	375.00	-375.00
Membership Dues	0.00	12,500.00	-12,500.00
Total Income	<u>15,474.81</u>	<u>33,350.81</u>	<u>-17,876.00</u>
Expense			
Accounting Services	0.00	1,500.00	-1,500.00
Bank Service Charge	0.00	0.00	0.00
Benevolence	345.72	500.00	-154.28
By Laws	0.00	200.00	-200.00
Chaplains Expense	0.00	0.00	0.00
Community Involvement	712.34	2,500.00	-1,787.66
Donations	600.00	1,000.00	-400.00
Finance Committee	270.56	560.00	-289.44
Historian	1,080.00	1,565.00	-485.00
HIV/ AIDS	0.00	380.00	-380.00
Membership	0.00	3,000.00	-3,000.00
Miscellaneous	0.00	0.00	0.00
National Dues	1,500.00	1,500.00	0.00
NCBW Rhinestone Pins	0.00		
NGO	-340.00		
P O Box	0.00	130.00	-130.00
Per Captia	2,300.00	2,300.00	0.00
President's Expenses	369.67	450.00	-80.33
Professional Printing & Suppy	246.02	200.00	46.02
Program Committee			
Sister to Sister	121.99	5,500.00	-5,378.01
Program Committee - Other	-500.00		
Total Program Committee	<u>-378.01</u>	<u>5,500.00</u>	<u>-5,878.01</u>
Public Policy	803.44	1,300.00	-496.56
Public Relations	0.00	750.00	-750.00
Renewal Registration/Charitable	120.00	120.00	0.00
Repast	290.72	1,150.00	-859.28
Scholarship	0.00	11,000.00	-11,000.00
Telephone	169.62	255.00	-85.38
Travel			
Leadership Registration	0.00	1,500.00	-1,500.00
National Brd Travel	1,582.19	3,000.00	-1,417.81
Travel - President	0.00	1,000.00	-1,000.00
Total Travel	<u>1,582.19</u>	<u>5,500.00</u>	<u>-3,917.81</u>
Total Expense	<u>9,672.27</u>	<u>41,360.00</u>	<u>-31,687.73</u>
Net Ordinary Income	<u>5,802.54</u>	<u>-8,009.19</u>	<u>13,811.73</u>
Net Income	<u>5,802.54</u>	<u>-8,009.19</u>	<u>13,811.73</u>
Beginning Balance	10,105.48		
Available Cash	18,551.02		
Certificate of Deposit	7,784.35		

Georjia P. Johnson, President
May 26, 2016

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

DEPARTMENT OF THE TREASURY

Date: **JAN 12 2001**

Employer Identification Number:
62-1637234

DIN:
17053358732010

THE NATIONAL COALITION OF 100 BLACK
WOMEN CHATTANOOGA CHAPTER INC
PO BOX 11309
CHATTANOOGA, TN 37401

Contact Person:
JOHN JEMNEWEIN ID# 31307

Contact Telephone Number:
(877) 528-5500

Our Letter Dated:
September 1996

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO,

-2-

THE NATIONAL COALITION OF 100 BLACK

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Steven T. Miller
 Director, Exempt Organizations



Hamilton County Board of Commissioners RESOLUTION

No. 716-8

A RESOLUTION MAKING AN APPROPRIATION TO LAKESIDE YOUTH ASSOCIATION IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

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

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

WHEREAS, Commissioner Greg Beck has expressed a desire to allocate Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies to Lakeside Youth Association to assist with team support; and

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

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

That Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies be appropriated to Lakeside Youth Association to assist with team support.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date

LAKESIDE YOUTH ASSOCIATION

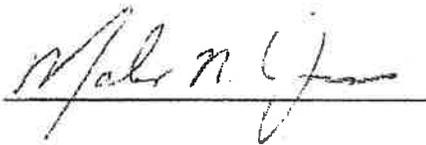
Income Statement for April 1, 2015- April 1, 2016

Income:	registration fees	\$11593.13
	grants	\$4500
	fund raising-Baseball Tournament	\$1800
	Total Income	\$17893.13

Expenses:	Insurance	\$610
	League Registration	\$400
	Field Supplies	\$900
	Fund Raising events	\$1100
	Uniform purchases	\$4700
	Sports Equipment	\$788
	Concession's stock	\$1517
	Field Equipment	\$3200
	Trophies/banquet	\$2100

Total Operating Expenses \$15315

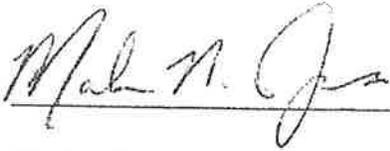
Net Operating Income \$2578.13

 4/7/16

Marlon Jones
Lakeside Youth Association
Vice President

LAKESIDE YOUTH ASSOCIATION
BALANCE SHEET
As of April 1, 2016

	AMOUNT
Assets:	
Cash on hand- Checking Account	\$2578.13
Certificates of deposit	-
Equipment	\$1200.00
Inventory/Supplies	\$425.00
Total Assets	\$4203.13
Liabilities:	
Accounts Payable	
We Got Spirit	\$780
Sports Spectrum	\$1115
K & K Insurance	\$615
Total Liabilities	\$2510
Net Worth as of April 1, 2016	\$1693.13

 4/7/16

Marlon Jones
Lakeside Youth Association
Vice President

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

DEPARTMENT OF THE TREASURY

Date: JAN 13 2007

LAKESIDE YOUTH ASSOCIATION
P O BOX 16604
CHATTANOOGA, TN 37416-0604

Employer Identification Number:
20-2385460
DLN:
406348088
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 19, 2004
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2008

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



Hamilton County Board of Commissioners RESOLUTION

No. 716-9

A RESOLUTION MAKING AN APPROPRIATION TO THE LINKS FOUNDATION, INC., IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

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

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

WHEREAS, Commissioner Greg Beck has expressed a desire to allocate Three Thousand Dollars (\$3,000.00) from General Fund discretionary monies to The Links Foundation, Inc., to assist with program development; and

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

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

That Three Thousand Dollars (\$3,000.00) from General Fund discretionary monies be appropriated to The Links Foundation, Inc., to assist with program development.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date



The Links Foundation, Incorporated

Building A Healthy Legacy: Our Prescription for the Future

NATIONAL PRESIDENT
Glenda Newell-Harris, M.D.

NATIONAL VICE PRESIDENT
Kimberly Jeffries Leonard, Ph.D.

NATIONAL RECORDING SECRETARY
Clara C. Lee

NATIONAL TREASURER
Carolyn E. Lewis

NATIONAL PARLIAMENTARIAN
Margaret Winn

April 13, 2016

To Whom It May Concern,

This letter is to certify that the Chattanooga (TN) Chapter is a part of the Links, Incorporated and the Links Foundation, Incorporated. Please contact me on 202-842-9827 or email me at gabriel.riley@linksinc.org if you have any questions or need any further assistance.

Sincerely,

Gabriel Riley,
Senior Accountant
The Links Foundation, Inc.

Internal Revenue Service

Date: March 9, 2006

LINKS FOUNDATION INC
1200 MASSACHUSETTS AVE NW
WASHINGTON DC 20005-4501 003

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Laura A. Botkin 31-08415
Customer Service Specialist

Toll Free Telephone Number:
877-829-5500

Federal Identification Number:
52-1170830

Dear Sir or Madam:

This is in response to your request of March 9, 2006, regarding your organization's tax-exempt status.

In February 1980 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

Form **990**

Return of Organization Exempt From Income Tax

OMB No 1545-0047

2013

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private Foundations)
 Do not enter Social Security numbers on this form as it may be made public. By law, the IRS generally cannot redact the information on the form.
 Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2013 calendar year, or tax year beginning 05-01-2013, 2013, and ending 04-30-2014

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization The Links Foundation Inc		D Employer identification number 52-1170830
	Doing Business As		E Telephone number (202) 842-0123
	Number and street (or P O box if mail is not delivered to street address) Room/suite 1200 Massachusetts Avenue NW	G Gross receipts \$ 5,402,532	
	City or town, state or province, country, and ZIP or foreign postal code Washington, DC 20005		
F Name and address of principal officer Carolyn E Lewis 1200 Massachusetts Avenue NW Washington, DC 20005		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list (see instructions) H(c) Group exemption number ▶	
I Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: ▶ WWW.LINKSINC.ORG			
K Form of organization <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			L Year of formation 1980
			M State of legal domicile DC

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities TO PROMOTE EDUCATIONAL, CIVIC, AND INTERCULTURAL ACTIVITIES			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets			
	3 Number of voting members of the governing body (Part VI, line 1a)	3		
4 Number of independent voting members of the governing body (Part VI, line 1b)	4			
5 Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5			
6 Total number of volunteers (estimate if necessary)	6			
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a			
7b Net unrelated business taxable income from Form 990-T, line 34	7b			
Revenue	8 Contributions and grants (Part VIII, line 1h)	1,676,470	5,204,523	
	9 Program service revenue (Part VIII, line 2g)	0	0	
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	36,144	52,820	
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	105,817	124,560	
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,818,431	5,381,903	
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	150,821	3,346,662	
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0	
Expenses	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	353,276	337,686	
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0	
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ ⁰			
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,653,235	1,485,548	
	18 Total expenses Add lines 13-17 (must equal Part IX, column (A), line 25)	2,157,332	5,169,896	
Net Assets or Fund Balances	19 Revenue less expenses Subtract line 18 from line 12	-338,901	212,007	
		20 Total assets (Part X, line 16)	9,410,091	9,723,504
		21 Total liabilities (Part X, line 26)	3,588,031	3,097,334
		22 Net assets or fund balances Subtract line 21 from line 20	5,822,060	6,626,170

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer Carolyn E Lewis National Treasurer Type or print name and title	2014-12-15 Date

Paid Preparer Use Only	Print/Type preparer's name Pamela Gray	Preparer's signature	Date 2014-12-15	Check <input type="checkbox"/> if self-employed	PTIN P01237506
	Firm's name ▶ SB & Company LLC			Firm's EIN ▶ 20-2153727	
	Firm's address ▶ 200 International Circle Suite 5500 Hunt Valley, MD 21030			Phone no (410) 584-0060	

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No



Hamilton County Board of Commissioners RESOLUTION

No. 716-10

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE HAMILTON COUNTY SHERIFF’S OFFICE AND THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY d/b/a ERLANGER HEALTH SYSTEM TO PROVIDE MEDICAL SERVICES TO INMATES OF THE HAMILTON COUNTY JAIL.

WHEREAS, to provide a safe environment for both the inmates and the public safety officials, along with the citizens of Hamilton County, in order to avoid the unnecessary transportation of inmates for medical care, Erlanger will provide all possible and reasonable medical services at the Hamilton County Jail’s Clinic; and

WHEREAS, Erlanger has agreed to provide properly qualified medical staffing twenty-four hours per day, seven days per week as referred to in the agreement;

WHEREAS, the Hamilton County Sheriff’s Office will reimburse the Erlanger Health System \$828,192 per year in twelve equal monthly payments of \$69,016, however any fees collected from the inmates as the result of medical and pharmaceutical co-pays will be retained by the County;

WHEREAS, the period of the agreement will begin on July 1, 2016 for a total of three years, but may be extended for an additional two one year periods by mutual agreement from both parties.

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

The Agreement referred to above between the Hamilton County Sheriff’s Office and the Erlanger Health System is approved and accepted.

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 6, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 716-11

A RESOLUTION ACCEPTING THE PROPOSALS OF PROFESSIONAL RECOVERY CONSULTANTS, INC. AND GILA LLC dba MUNICIPAL SERVICES BUREAU (MSB) TO PROVIDE DEBT COLLECTION SERVICES OF PAST DUE RECEIVABLES FOR THE OFFICE OF THE HAMILTON COUNTY CRIMINAL COURT CLERK AS WELL AS OTHER HAMILTON COUNTY OFFICES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS; proposals were received for a two (2) year contract with the option to renew for two additional two (2) year periods with the same terms and conditions and satisfactory performance of all criteria, to provide Debt Collection Services; and,

WHEREAS, proposals were evaluated based on the criteria listed in the Request for Proposal; and,

WHEREAS, the proposals offered by Professional Recovery Consultants, Inc. and Gila LLC dba Municipal Services Bureau (MSB) are the best proposals received; and,

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

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

That the proposals from Professional Recovery Consultants, Inc. and Gila LLC dba Municipal Services Bureau (MSB) to provide Debt Collection Services of past due receivables for the office of the Hamilton County Criminal Court Clerk as well as other Hamilton County Offices are hereby accepted, said proposals being the best proposals 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 6, 2016

Date

Recommendation for Debt Collection Services

Background

Hamilton County Government released a Request for Proposal (RFP) for qualified vendors to provide Debt Collection Services for the benefit of Hamilton County, Tennessee in February of 2016. The RFP was released primarily at the request of the Criminal Court Clerk, but would be open to other agencies / organizations in the County once awarded.

After an RFP process in 2013, contracts were awarded to two debt collection firms in December 2013 for the Criminal Court Clerk's office. Prior to this time, all debt collection activities were handled in house and no external vendor was utilized for the office of the Criminal Court Clerk. [Note: One of these firms was also awarded the contract for Ambulance Billing.] While service is ongoing, the initial term (2 years) with the current two debt collection firms has concluded for the office of the Criminal Court Clerk. As a result, the Criminal Court Clerk's office was desirous of obtaining updated proposals from debt collection services on the accounts that are greater than twelve (12) to eighteen (18) months old in a manner that is cost effective and practical. Any resulting contract would potentially include both first and second placements. This is done in accordance with the Tennessee Code Annotated 20-12-144 (Civil) and 40-24-105 (Criminal) which authorizes the use of an outside collection agency. Be aware that in January 2015, the law was changed relative to the collection of criminal court fees to allow the agent's collection fee to be added to the total amount (TCA 40-24-105 (d) (2) and proposers are asked to provide details as to how they will comply with this, providing examples of any supporting calculations. [Be aware that Ambulance Billing utilizes one of the original vendors and that contract was renewed and will continue.]

It is the County's intent to enter into a two (2) year contract with the successful proposer(s) with the option to review for two (2) additional two (2) year periods with the same terms and conditions.

Proposals for this coverage were received from the following nine (9) companies. Automated Collection Services Incorporated (Nashville, TN)

- Automated Collection Services Incorporated (ACSI)
- Capital Recovery Systems, Inc.
- Credit Management Company
- Gila, LLC dba MSB Muniserv
- Linebarger, Goggan, Blair & Sampson
- Nationwide Recovery Service
- Professional Recovery Consultants (PRC)
- Transworld System Inc. (TSI)
- Universal Collection Systems

Finalist Evaluation

Based on the initial review of proposal responses, technical capabilities, experience, and pricing for 1st and 2nd placements, three (3) firms were selected for a more detailed review and invited to Chattanooga to give a 90 minute presentation of their capabilities and to answer initial questions of the proposal evaluation team:

- Capital Recovery Systems, Inc.
- Gila, LLC dba MSB Muniserv
- Universal Collection Systems

The two (2) existing vendors (PRC and ACSI) were also considered in this finalist process though they were not required to make a formal presentation. As a result of information provided in the presentation, Universal Collection systems was eliminated from further consideration as a result of a change/increase in their proposed fees to handle second placements. After the presentations, the evaluation team conducted further analysis, reviewed capabilities, and checked references of the two other firms above.

Overall Evaluation and Recommendations

Based on the finalist presentations of the new vendors and the proposal and performance of the two incumbent vendors, the Criminal Court Clerk's office recommends that the contract be awarded to the following two vendors:

- Professional Recovery Consultants, Inc. (one of the two current vendors) based on their performance /success with the current contract as well as their recovery rates, their PPMS certification, and reasonable commission fee (no change in the current fee structure – 19.5% with “make whole” calculation)
- MSB based on their experience, the robust nature of their system and processes, their PPMS certification and their 20% first and second placement fee (no “make whole” calculation adjustment).



Hamilton County, Tennessee On-Line Bid Administration System

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Role: Client

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 - Documents
 - Questions
 - Bidders
 - Bids
 - Log

Solicitation - Log

3/07/2016 2:26 PM Eastern

Solicitation Title: Debt Collection Services
 Number: 0216-105
 Bids Due: 3/29/2016 2:00:00 PM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/07/2016 2:26:22PM	Eastern	Linda Chumbler	0216-105 - Debt Collection Services: Bid Confirmed	Bidder Email	Please click on the above solicitation number to access the Questions/Answers for Debt Collection Services.	30	0
2/19/2016 8:31:23AM	Eastern	Linda Chumbler	0216-105 - Debt Collection Services	Invitation	Please click on the above solicitation number to access bid documents.	157	8

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Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Friday, February 19 2016 as follows:

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals from qualified vendors to provide Debt Collection Services for the benefit of Hamilton County, Tennessee and the office of our Criminal Court Clerk. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at www.hamiltontn.gov/purchasing.

Sealed proposals will be received in the office of the Hamilton County Purchasing Director, 455 North Highland Park Avenue, Chattanooga, TN 37404 before 2:00 p.m. on March 29, 2016.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 716-12

A RESOLUTION ACCEPTING THE BIDS OF BEST BUY EDUCATION, VISIONS OF VIDEO, AND OM OFFICE SUPPLY, INC. FOR TELEVISIONS, WALL MOUNTS, MOBILE TV CARTS, AND PROMETHEAN BOARDS FOR MIDDLE VALLEY, NOLAN, AND WOLFTEVER ELEMENTARY SCHOOLS AMOUNTING TO \$150,606.95 FOR THE DEPARTMENT OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for a total of (66) 70” LED LCD smart televisions, (25) 43” LED LCD televisions, (87) wall mounting brackets, (4) mobile TV carts, and (7) promethean boards for Middle Valley, Nolan, and Wolftever Elementary Schools for the Department of Education; and,

WHEREAS, the bids from Best Buy Education, Visions of Video, and OM Office Supply, Inc. for televisions, wall mounts, mobile TV carts, and promethean boards amounting to \$150,606.95 were considered to be the lowest and best bids received; and,

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

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

That the bids of Best Buy Education, Visions of Video, and OM Office Supply, Inc. for televisions, wall mounts, mobile TV carts and promethean boards amounting to \$150,606.95 for Middle Valley, Nolan, and Wolftever Elementary Schools for the Department of Education are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date

SPECIFICATIONS

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

BID SUBMISSION REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on June 9, 2016 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#0516-165: Televisions and Mounts". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

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

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0516-165: Televisions and Mounts from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

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

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

INSURANCE REQUIREMENTS

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

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

PRODUCT(S) DESCRIPTION

(66) 70" Televisions – Sharp 70" - LC70LE661U LED Smart TV or equal. Dual core processor, built-in Wi-Fi, HDMI, 240 refresh rate, slim design.

63 – Middle Valley Elementary, 3 – Wolftever Elementary

(25) 43" Televisions – Sharp 43" - LC43LB371U LED Smart TV or equal. LED 1080p display, remote control, built-in Wi-Fi, HDMI.

21 – Middle Valley Elementary, 2 – Nolan Elementary, 2 - Wolftever Elementary

(87) Mounting Brackets – Peerless ST650 SmartMount or equal. Holds 39"-75" displays, tilt angle, distance from wall to back of flat panel – 2.6", non-model specific, black powder coat finish, load capacity – 175lbs

81 – Middle Valley Elementary, 1 – Nolan Elementary, 5 – Wolftever Elementary

Bid# 0516-165 Televisions and Mounts
Hamilton County, TN

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

3 - Middle Valley Elementary, 1 – Nolan Elementary

(7) **Promethean Boards** – ActivPanel70. LED PID, 16:9, 8ms response time, 60Hz refresh, HDMI component and VGA input, Windows® 7 to 10; Mac OS X® 10.6 – 10.10; Linux Ubuntu® 12.04 – 14.04 Chromebook with touch. 2 x stylus, 1 x ActivBoard Digital Pen, Vesa Mount and cable pack included.

7 – Nolan Elementary

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

DELIVERY REQUIREMENTS

Deliveries are to be made Monday through Thursday between the hours of 7:30 a.m. and 2:00 p.m. Two days advanced notice prior to delivery. **Contact Bill Travis to schedule delivery at (423)209-5600. Bids must include freight / inside delivery.**

Deliver to: **Delivery Dates 7/25/2016-8/5/2016**
 Middle Valley Elementary
 1609 Thrasher Pike
 Hixson TN 37343

Delivery Dates: 10/17/2016-10/27/2016
Nolan Elementary
4435 Shackleford Ridge Road
Signal Mountain TN 37377

Delivery Dates: 7/25/2016-8/5/2016
Wolftever Elementary
5080 Ooltewah Ringgold Road
Ooltewah TN 37363

PRICING SHEET

MIDDLE VALLEY, NOLAN, AND WOLFTEVER ELEMENTARY SCHOOLS:

Qty:	Description:	Unit Price:	Extended Price:
66	70" Televisions – Sharp 70" - LC70LE661U LED Smart TV or equal. Dual core processor, built-in Wi-Fi, HDMI, 240 refresh rate, slim design.		
25	43" Televisions – Sharp 43" - LC43LB371U LED Smart TV or equal. LED 1080p display, remote control, built-in Wi-Fi, HDMI.		
87	Mounting Brackets – Peerless ST650 SmartMount or equal. Holds 39"-75" displays, tilt angle, distance from wall to back of flat panel – 2.6", non-model specific, black powder coat finish, load capacity – 175lbs		
4	Mobile TV Carts - Balt Platinum Plasma Television Cart Stand 27544. Holds up to 50"/100lbs. Tilts up to 37 degrees. Includes AV shelf.		
7	Promethean Boards – ActivPanel70. LED PID, 16:9, 8ms response time, 60Hz refresh, HDMI component and VGA input, Windows® 7 to 10; Mac OS X® 10.6 – 10.10; Linux Ubuntu® 12.04 – 14.04 Chromebook with touch. 2 x stylus, 1 x ActivBoard Digital Pen, Vesa Mount and cable pack included.		
<u>Total Bid Price:</u>			

Company Name: _____

By: _____

Email Address: _____

Phone: _____

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all provisions of this RFP and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. Hamilton County's Disadvantaged Business Enterprise guidelines;
7. the Drug Free Workplace statement;
8. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
9. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Company Name: _____

Authorized Signature: _____

Date: _____

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

SECTION 00417
CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

5/27/2016 7:45 AM Eastern

Solicitation Title: Televisions & Mounts
 Number: 0516-165
 Bids Due: 6/09/2016 10:30:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
5/27/2016 7:45:16AM	Eastern	Linda Chumbler	<u>0516-165 - Televisions & Mounts</u>	<u>Invitation</u>	Please click on the above solicitation number to access bid documents.	245	0

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Please run the attached ad on May 27, 2016, in the legal notices.

LEGAL NOTICE

Bids for Televisions, Mounts, Mobile TV Carts and Promethean Boards will be opened at 10:30 A.M. (ET) on June 9, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing

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Gail B. Roppo
Director of Purchasing

Televisions & Mounts for Middle Valley, Nolan, Wooftever Elementary Schools
June 9, 2016

DOE/Purchasing
10:30 A.M.

Vendors:	Business Services	OM Office Supply Inc.	Venturennet LLC	Central Technologies Inc.	Visions of Video	Visions of Video Alternate	Best Buy Education	Pro Sound Video Lighting dba PRO SVL	PCMG Inc.
(66) 70" TV's	\$45,999.50	\$74,580.00	\$110,814.00	\$106,076.52	\$106,920.00	\$106,920.00	\$105,910.20	\$116,361.30	\$145,134.00
(25) 43" TV's	\$9,749.50	\$8,050.00	\$8,625.00	\$10,824.75	\$8,225.00	\$10,250.00	\$6,589.75	\$11,241.00	\$13,075.00
(87) Mounts	\$5,827.26	\$5,307.00	\$5,916.00	\$5,751.57	\$5,394.00	\$5,394.00	\$6,003.87	\$5,643.69	\$3,218.13
(4) Mobile TV Carts	\$1,679.92	\$1,600.00	\$1,560.00	\$1,727.12	\$1,300.00	\$1,300.00	\$1,831.96	\$1,473.08	\$983.56
7 Promethean Boards	\$48,299.86	\$36,400.00	N/B	\$26,075.00	\$31,500.00	\$31,500.00	\$35,935.62	\$32,099.41	\$32,193.00
Total Bid Price:	\$111,556.04	\$125,937.00	\$126,915.00	\$150,454.96	\$153,339.00	\$155,364.00	\$156,271.40	\$166,818.48	\$194,603.69
Delivery:	10-15 ARO	15 ARO	FOB	10-14 Days	20 days ARO	20 days ARO	7-14 days ARO	12-15 days ARO	21 days of PO
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30

\$5,307.00

\$32,800.00

\$112,499.95

\$150,606.95

Request For Bids:	
Newspaper Ad:	5/27/2016
Vendor Notification:	245
Vendor Response:	8
Budgeted:	Bond

Does Not Meet Specifications

Meets Specs

miscalculated #1 120 refresh rate quantity

no specs on prom.

mount not deep enough

Cart doesn't tilt

Televisions & Mounts for Middle Valley, Nolan, Wooftever Elementary Schools
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Does Not Meet Specifications

Meets Specs

miscalculated #1 120 refresh rate quantity

no specs on prom.

mount not deep enough

Cart doesn't tilt



Hamilton County Board of Commissioners

RESOLUTION

No. 716-13

A RESOLUTION AUTHORIZING THE HAMILTON COUNTY BOARD OF COMMISSIONERS ON BEHALF OF HAMILTON COUNTY TO DESIGNATE HAMILTON COUNTY PARKS AND RECREATION AS THE HOLDER OF A STREAM CONSERVATION EASEMENT UPON PROPERTY OWNED BY THE INDUSTRIAL DEVELOPMENT BOARD (IDB) OF THE CITY OF CHATTANOOGA WITHIN THE ENTERPRISE SOUTH INDUSTRIAL PARK.

WHEREAS, the Industrial Development Board (IDB) of the City of Chattanooga (City) owns certain property located at Enterprise South Industrial Park (ESIP), identified by State Tax Map No. 130-001.18 more particularly described in Attachment 1 of the attached easement (Protected Property); and,

WHEREAS, the United States Army Corps of Engineers (Corps) and the Tennessee Department of Environment and Conservation (TDEC) require that the IDB create a Stream Conservation Easement; and,

WHEREAS, Hamilton County Parks and Recreation (Holder) is an entity qualified to hold conservation easements and is a political subdivision of the State of Tennessee whose purpose it is to preserve, enhance, and conserve the aesthetic, scientific, charitable and educational purposes of Protected Property; and,

WHEREAS, the Protected Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Tennessee and the United States, and of great importance to the City and County; and,

WHEREAS, the Corps and TDEC have approved the Protected Property for use as stream mitigation, the purpose of which is to create 18,552 linear feet of stream pursuant to Section 404 and Section 401 of the Clean Water Act Section 10 of the Rivers and Harbor Act; and,

WHEREAS, Holder agrees to honor the intentions of the IDB as stated herein and to conserve and protect in perpetuity the conservation values of the Protected Property in accordance with the terms and conditions of this Conservation Easement.

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

That the Hamilton County Board of Commissioners is hereby authorized on behalf of Hamilton County to designate Hamilton County Parks and Recreation as the Holder of a Stream Conservation Easement consisting of 18,522 linear feet of stream, on property (Protected Property) owned by the Industrial Development Board (IDB) of the City of Chattanooga identified as State Tax Map No. 130-001.18 located at Enterprise South Industrial Park, in accordance with the terms and conditions contained within the attached easement agreement.

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 6, 2016

Date

Holder: Hamilton County, Tennessee
208 Courthouse c/o Real Property Office
201 East 7th Street
Chattanooga, Tennessee 37402

State Tax Map No.: 130
Parcel No.: 001.18

STREAM CONSERVATION EASEMENT

THIS INDENTURE, is made this _____ day of _____, 20____, by the Industrial Development Board (IDB) of the City of Chattanooga, a Tennessee municipal corporation, located at City Hall, Suite 100, 101 E. 11th Street, Chattanooga, Tennessee 37402 ("Grantor"), in favor of Hamilton County, Tennessee, a political subdivision of the State of Tennessee, c/o Hamilton County Parks & Recreation located at 2318 North Gold Point Circle, Hixson, Tennessee 37343 ("Holder").

WHEREAS, Grantor is the owner in fee simple of certain real property located in Hamilton County, State of Tennessee, more particularly described in Attachment 1 hereto which is incorporated and made apart hereof as if fully set forth herein ("Protected Property");

WHEREAS, Holder is an entity qualified to hold conservation easements and is a political subdivision of the State of Tennessee whose purpose is to preserve, enhance, and conserve the Protected Property for aesthetic, scientific, charitable and educational purposes; and;

WHEREAS, the Protected Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Tennessee and the United States, and of great importance to the Grantor and the Holder;

WHEREAS, the United States Army Corps of Engineers (Corps) is responsible for implementing Section 404, of the Clean Water Act, and overseeing the creation of the Poe Branch Relocation project, and The Tennessee Department of Environment and Conservation (TDEC) is also overseeing the creation and maintenance of this stream relocation and will therefore retain Third Party Rights of Enforcement for this Conservation Easement.

WHEREAS, the Corps and TDEC have approved the Protected Property for use as stream mitigation, the purpose of which is to create 18,552 linear feet of stream pursuant to Section 404 and Section 401 of the Clean Water Act and Section 10 of the Rivers and Harbor Act.

WHEREAS, Grantor desires to convey to the Holder a conservation easement, thereby placing certain limitations and affirmative obligations on the Protected Property for the protection of the stream and wetlands, and in order that the Protected Property shall remain in its natural condition, forever;

WHEREAS, Grantor desires by this instrument to convey to Holder the right to conserve and protect the conservation and environmental values of the property in perpetuity;

WHEREAS, the conservation and environmental values of the property include: stream restoration of native, self-sustaining habitat representative of the area; improved energy dissipation; improved sediment transportation; nutrient cycling; improved biological functions; increased vegetative diversity; and improved habitat for mammals and resident and migratory birds.

WHEREAS, Holder agrees by accepting this conveyance to honor the intentions of the Grantor stated herein and to conserve and protect in perpetuity the conservation values of the Protected Property in accordance with the terms of this Conservation Easement for the benefit of this generation and the generations to come;

WHEREAS, the term "natural condition" shall mean the condition of the Protected Property at the time of this grant, and as created, restored, enhanced, and preserved pursuant to the DA Permit 2008-00853 and TDEC ARAP NRS 08.114, and shall be evidenced in part by a surveyed plat of the Protected Property showing all relevant property lines, and major, distinct natural features such as waters of the United States, on file with the Corps and TDEC and Holder, aerial photographs of the

Protected Property taken as close as possible to the date the donation is made, and after completion of the creation, restoration, enhancement and preservation activities required by the Permits; and on-site photographs taken at appropriate locations on the Protected Property, including of major natural features.

WHEREAS, Grantor and Holder agree that third-party rights of enforcement shall be held by the U.S. Army Corps of Engineers, Nashville District ("Corps," to include any successor agencies), and by the Tennessee Department of Environment and Conservation, (TDEC) and may be exercised through the appropriate enforcement agencies of the United States, and that these rights are in addition to, and do not limit, the rights of enforcement under Department of the Army Permit No. 2008-00853 and TDEC ARAP NRS 08.114, or any permit or certification issued by the Third-Party to Grantor in regards to the Protected Property;

WHEREAS, the Protected Property conserved by this instrument is known as the North Fork which constitutes 4,748 linear feet. The Department of the Army Permit No. 2008-00853 and TDEC ARAP NRS 08.114 required the construction of 18,552 linear feet. The other two streams constructed for this project included 7,480 linear feet designated the East Fork and 7,100 linear feet designated the West Fork for a combined total of 19,328 linear feet, which exceeds the permit requirement. The East and West Forks were conveyed to the Holder in the conservation instrument recorded in 2009 on Book 8979, Page 234;

NOW THEREFORE, for the foregoing consideration, and in further consideration of the restrictions, rights, and agreements herein, Grantor hereby conveys to Holder, its successors and assigns, forever and in perpetuity, a conservation easement over the Protected Property more particularly described in Attachment 1.

A. PURPOSE

It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever in a natural state, that the scenic and natural character of the property will be maintained as it currently exists (preserved), and as created, restored and enhanced pursuant to the permits, and to prevent any use of the Protected Property that will impair or interfere with the conservation values of the Protected Property. Grantor intends that grant of this Conservation Easement will assure that the Protected Property will be used only for such activities as are consistent with the conservation purpose of this easement.

B. DURATION

This Conservation Easement shall be perpetual, in gross, run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, or other occupiers and users, forever.

C. RIGHTS OF THE HOLDER

To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Holder and the Third-Party:

1. **General.** The Holder and the Corps and TDEC shall have the right to conserve and protect the conservation values of the Protected Property in perpetuity. The Holder and the Corps and TDEC shall have the right to prevent any activity or use of the Protected Property that is inconsistent with the purpose of the Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section F herein.

2. **Rights of Access and Entry.** Holder and the Corps and TDEC shall have the right to enter and go upon the Protected Property for purposes of inspection, and to take actions necessary to verify compliance with the Restrictions as set out herein. Holder and Corps and TDEC shall also have the rights of visual access and view, and to enter and go upon the Protected Property for purposes of making scientific or educational observations and studies, and taking samples, in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantor. However, this Conservation Easement conveys no right of access or entry by the general public to any portion of

the Protected Property.

D. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity upon, or use of, the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited. The following activities and uses are expressly prohibited:

1. **General.** There shall be no filling, flooding, excavating, mining or drilling; no dumping of materials; and, no alteration of the topography in any manner except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
2. **Waters and Wetlands.** There shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
3. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
4. **Uses.** No industrial or commercial activity shall be undertaken or allowed.
5. **Structures.** There shall be no construction, erection, or placement of buildings or billboards, nor any additions to existing structures except as specifically set forth herein.
6. **New Roads.** There shall be no construction of new roads, trails, or walkways except as specifically set forth herein.
7. **Use of Off Road Vehicles.** There shall be no use of off road vehicles, 4-wheel drive vehicles, all terrain vehicles or similar vehicles except on existing roads and trails and except as necessary to manage the Property.
8. **Utilities.** There shall be no construction or placement of utilities or related facilities except as specifically set forth herein.
9. **Pest Control.** There shall be no application of pesticides or biological controls, including for problem vegetation, without prior written approval from the Corps, TDEC and Holder.
10. **Other Prohibitions.** Any other use of, or activity on, the Protected Property which is or may become inconsistent with the purposes of this grant, the preservation of the Protected Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

E. GRANTOR'S RESERVED RIGHTS

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to Holder and to Third-Party, except where expressly provided otherwise:

1. **Grounds Maintenance.** Landscaping by the Grantor to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property.
2. **Forest Management.** Harvesting and management of timber by Grantor is limited to the extent necessary to protect the natural environment in areas where the forest is damaged by natural forces such as fire, flood, storm, insects or infectious organisms or is otherwise required by sound management practices. Such timber harvest and management shall be carried out in accordance with Best Management Practices approved by the Tennessee Forestry Commission or successor agency, as

amended.

3. **Recreation.** Grantor reserves the right to allow any outdoor, non-commercial recreational activities, including hunting and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the Protected Property. No written notice is required.

4. **Future Utility Crossings.** Grantor reserves the right to construct future utility crossings. All future utility crossings will be installed by bore and casing and all excavation will occur outside the width of the floodplain and stream. Written approval will be required from the Corps, TDEC, and Holder prior to their construction.

5. **Future Vehicular, Railroad, and Pedestrian Crossings.** Grantor reserves the right to construct seven (7) sixty foot (60') wide vehicular crossings, two (2) thirty foot (30') wide railroad crossings, and two (2) fifteen foot (15') wide pedestrian crossings across the relocated stream. All future crossings will span the width of the floodplain and stream. If the number of crossings need to be increased, the widths need to be altered, or fill materials or piers need to be placed to install a particular crossing, written approval will be required from the Corps, TDEC, and Holder.

6. **Temporary Vehicular Crossings.** Temporary vehicular crossings are not in use or proposed for future use.

7. **Road Maintenance.** Grantor reserves the right to maintain existing roads, trails or walkways. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel, crushed) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and, maintenance of roadside ditches.

8. **Other Reserved Rights.** Grantor and Holder reserve the right to conduct actions which are essential and necessary for the preservation and maintenance of the Protected Property, even if generally prohibited by the Restrictions, so long as they are not inconsistent with the conservation purposes of this grant, the preservation of the Protected Property substantially in its natural condition, and the protection of its environmental systems. However, any invasive, destructive, or similar measures that cause or may cause disturbances to wildlife, vegetation, soils, or hydrology, must be approved by Holder, Corps and TDEC in advance.

9. **Rights of Grantor.** The Corps and TDEC have approved the Protected Property for use as compensatory mitigation, the purpose of which is to create 4,748 linear feet of stream. This will be accomplished by the creation and preservation in perpetuity of the Protected Property. In addition to any other provision contained herein, the terms and provisions of the permits shall be applicable. In the event there is any inconsistency between this Easement and the terms and conditions of the permits, the Corps and TDEC shall govern.

F. ENFORCEMENT

1. **Notice of Violation; Corrective Action.** If Holder or the Corps or TDEC determines there has been a breach or violation of the terms of this Conservation Easement, by Grantor; the Corps, TDEC and/or Holder shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to be approved by the Holder and Corps and TDEC.

2. **Injunctive Relief.** If the Grantor fails to cure the violation within thirty (30) days after receipt of such notice to thereof, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing said violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Corps, TDEC and/or Holder may undertake such actions, including legal proceedings, as are necessary to effect such corrective action, including to enjoin the violation, ex parte as necessary, by temporary or

permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

3. **Damages.** Corps, TDEC and Holder shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values.

4. **Costs of Enforcement.** The costs of a breach or violation, correction or restoration, including the Corps, TDEC and/or Holder expenses, court costs, and attorneys' fees, shall be paid by Grantor, unless Grantor ultimately prevails in a judicial enforcement action, in which case each party shall bear their own costs.

5. **Forbearance.** Enforcement shall be at the discretion of the Corps, TDEC and/or Holder, and any forbearance to exercise rights under this Easement shall not be deemed or construed to be a waiver of such terms or of any subsequent breach of the same or any other term of this Easement or of any of the Holder, Corps or TDEC's rights under this Easement. No omission or delay in the exercise of any rights or remedies shall constitute a waiver of any enforcement right, or in any way impair any right or remedy.

6. **General.** These enforcement rights are cumulative and are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

7. **Events Beyond Grantor's Control.** Nothing herein shall be construed to authorize the Corps, TDEC or Holder to institute any proceedings against Grantor for any changes to the Protected Property caused by acts of God or circumstances beyond the Grantor's control such as earthquake, fire, flood, storm, war, civil disturbance, strike, the unauthorized acts of third persons, or similar causes. However, if the acts of God or circumstances beyond the Grantor's control do not preclude the Grantor from maintaining the Protected Property in its natural condition without unreasonable expense, then it shall not be relieved of its obligations under this document.

G. GENERAL PROVISIONS

1. **Transfer.** Sixty (60) day advance notification to the Nashville Corps District Engineer is required prior to any action being taken to void or modify this interest. This includes transfer of title to, or establishment of any other legal claims over Protected Property.

2. **Obligations of Ownership.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Protected Property. Grantor shall keep the Protected Property free of any liens or other encumbrances for obligations incurred by Grantor. Holder, Corps and TDEC shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Protected Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

3. **Extinguishment.** In the event that changed conditions render impossible the continued use of the Protected Property for the conservation purposes, this Conservation Easement may be extinguished, in whole or in part, by judicial proceeding. The Nashville Corps District Engineer must be notified at least sixty (60) days prior to such extinguishment.

4. **Eminent Domain.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, Corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting there from. This Conservation Easement constitutes a real property interest immediately vested in Holder. In the event that all or a portion of

this Protected Property is sold, exchanged, or involuntarily converted following the extinguishment or the exercise of eminent domain, Holder shall be entitled to the fair market value of this Conservation Easement. Holder shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Easement.

5. **Notification.** Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

To Grantor: Industrial Development Board (IDB) of the City of Chattanooga
City Hall, Suite 100
101 E. 11th Street
Chattanooga, Tennessee 37402

To Holder: Hamilton County, Tennessee
c/o Hamilton County Parks & Recreation
2318 North Gold Point Circle
Hixson, Tennessee 37343

To Corps: U.S. Army Corps of Engineers
Regulatory Branch
3701 Bell Road
Nashville, Tennessee 37214

To TDEC: Tennessee Department of Environment & Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243

6. **Assignment.** This Conservation Easement is transferable, but only to a qualified holder and subject to the approval of the Corps, TDEC and Grantor. As a condition of such transfer, the transferee shall agree to all of the restrictions, rights, and provisions herein, and to continue to carry out the purposes of this Conservation Easement. Assignments shall be accomplished by amendment of this Conservation Easement under Paragraph 9.

7. **Failure of Holder.** If at any time Holder ceases to be a qualified holder and if, within a reasonable period of time after the occurrence of one of these events, the Holder fails to make an assignment pursuant to Paragraph 6, then the Holder's interest shall become vested in another qualified holder in accordance with an appropriate proceeding in a court of competent jurisdiction.

8. **Subsequent Transfer.** Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument, which transfers any interest in all, or a portion of the Protected Property. Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of transfer. The failure of Grantor to comply with this paragraph shall not impair the validity or enforceability of this Conservation Easement.

9. **Amendment.** This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Holder under any applicable laws, and is consistent with the conservation purposes of this grant.

10. **Severability.** Should a court of competent jurisdiction find any separable part of this Conservation Easement void or unenforceable, the remainder shall continue in full force and effect.

11. **Warranty.** Grantor warrants that it owns the Protected Property in fee simple, and that the

Grantor either owns all interests in the Protected Property which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Protected Property which have not been expressly subordinated to this Conservation Easement. Grantor warrants that there is no pending or threatened litigation in any way affecting, involving, or relating to the Protected Property. Grantor further warrants that Holder shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement.

12. **No Extinguishment Through Merger.** Grantor and Holder agree that should the Holder, or any successor in interest to the Holder, come to own all of a portion of the fee interest in the Protected Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and restrictions imposed upon the Protected Property by this Conservation Easement, (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in enforcement, and (iii) said owner shall promptly assign the Holder interest in the Conservation Easement to another entity or person qualified to hold conservation easements.

13. **Recordation.** Grantor shall record this instrument in a timely fashion in the official records of Hamilton County, Tennessee, and shall re-record it as may be required to preserve this Conservation Easement.

14. **Marking of Property.** The perimeter of the Protected Property shall at all times be plainly marked by permanent signs saying "Protected Area" or by an equivalent, permanent marking system. Holder shall be permitted to place appropriate signage upon the Protected Property to identify its role as the long-term steward.

TO HAVE AND TO HOLD, unto the Holder, its successors and assigns, forever. The covenants agreed to and the terms, restrictions and purposes imposed as aforesaid, shall be binding upon Grantor, his personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the land in perpetuity with the property, so long as the terms and conditions set out herein are satisfied or maintained with respect to the subject property or any portion thereof and in the event any term or condition fails, then said property shall revert to Grantor, its successors or assigns.

IN WITNESS WHEREOF, Grantor and Holder have executed this Conservation Easement.

**GRANTOR: Industrial Development Board (IDB)
of the City of Chattanooga, Tennessee**

By: _____

Its: Chairman _____

Attest: _____

**HOLDER: Hamilton County, Tennessee, c/o
Hamilton County Parks & Recreation**

By: _____

Its: County Mayor _____

Attest: _____

STATE OF TENNESSEE)
HAMILTON COUNTY)

Before me, the undersigned authority, Notary Public in and for said County, in said State, hereby certify _____, whose names as Chairman of the INDUSTRIAL DEVELOPMENT BOARD (IDB) OF THE CITY OF CHATTANOOGA, a Tennessee municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being information of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

GIVEN under my hand and official seal on this _____ day of _____, 20_____.

[AFFIX NOTARY SEAL]

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
HAMILTON COUNTY)

The undersigned Notary Public, does hereby certify that Jim M. Coppinger, Mayor of HAMILTON COUNTY, TENNESSEE, who is known to me to be such official or with whom I am personally acquainted, has signed the foregoing instrument or acknowledged the same before under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of the Mayor of Hamilton County, Tennessee, and with full authority, signed, executed, and delivered the same as the act of Hamilton County, Tennessee.

GIVEN under my hand and official seal on this _____ day of _____, 20_____.

[AFFIX NOTARY SEAL]

NOTARY PUBLIC

My Commission Expires: _____

CONSERVATION EASEMENT NORTH

BEING a Conservation Easement 50 feet in width located on Tract One, Mega Site One, Enterprise South Industrial Park as shown on plat of record in Plat Book 97, Page 139, located in the City of Chattanooga, Hamilton County, Tennessee, said Conservation Easement being more particularly described as follows:

COMMENCING at a point which marks the Northeast corner of Tract 28, Enterprise South Industrial Park as shown on plat of record in Plat Book 96, Page 1, in the Register's Office of Hamilton County, Tennessee;

THENCE North 07 degrees, 41 minutes, 46 seconds West a distance of 672.91 feet a point which marks the Southwest corner of the Conservation Easement, said point is located at Tennessee State Grid coordinates of North=272,911.99 and East=2,229,280.36, coordinates based on the City of Chattanooga Hamilton County Monument Network System (CHAM System), North American Datum 1983 (NAD 83), all bearings are based on said system, all distances are horizontal ground, said Southwest corner of the easement also marks the POINT OF BEGINNING;

THENCE North 23 degrees, 04 minutes, 00 seconds West a distance of 320.18 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 153.01 feet, having a radius of 415.00 feet, a delta angle of 21 degrees, 07 minutes, 31 seconds and a chord of North 12 degrees, 30 minutes, 14 seconds West a distance of 152.15 feet to the point of tangency;

THENCE North 01 degrees, 56 minutes, 28 seconds West a distance of 209.44 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 76.40 feet, having a radius of 385.00 feet, a delta angle of 11 degrees, 22 minutes, 12 seconds and a chord of North 07 degrees, 37 minutes, 34 seconds West a distance of 76.27 feet to the point of tangency;

THENCE North 13 degrees, 18 minutes, 40 seconds West a distance of 688.48 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 76.82 feet, having a radius of 415.00 feet, a delta angle of 10 degrees, 36 minutes, 19 seconds and a chord of North 08 degrees, 00 minutes, 30 seconds West a distance of 76.71 feet to the point of tangency;

THENCE North 02 degrees, 42 minutes, 21 seconds West a distance of 70.92 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 96.12 feet, having a radius of 515.00 feet, a delta angle of 10 degrees, 41 minutes, 36 seconds and a chord of North 02 degrees, 38 minutes, 27 seconds East a distance of 95.98 feet to the point of tangency;

THENCE North 07 degrees, 59 minutes, 15 seconds East a distance of 27.57 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 114.80 feet, having a radius of 485.00 feet, a delta angle of 13 degrees, 33 minutes, 45 seconds and a chord of North 01 degrees, 12 minutes, 23 seconds East a distance of 114.54 feet to the point of tangency;

THENCE North 05 degrees, 34 minutes, 30 seconds West a distance of 259.63 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 20.47 feet, having a radius of 515.00 feet, a delta angle of 02 degrees, 16 minutes, 38 seconds and a chord of North 04 degrees, 26 minutes, 11 seconds West a distance of 20.47 feet to the point of tangency;

THENCE North 03 degrees, 17 minutes, 52 seconds West a distance of 69.08 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 31.66 feet, having a radius of 485.00 feet, a delta angle of 03 degrees, 44 minutes, 25 seconds and a chord of North 05 degrees, 10 minutes, 05 seconds West a distance of 31.66 feet to the point of tangency;

THENCE North 07 degrees, 02 minutes, 18 seconds West a distance of 273.85 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 18.82 feet, having a radius of 515.00 feet, a delta angle of 02 degrees, 05 minutes, 38 seconds and a chord of North 05 degrees, 59 minutes, 29 seconds West a distance of 18.82 feet to the point of tangency;

THENCE North 04 degrees, 56 minutes, 39 seconds West a distance of 465.35 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 286.94 feet, having a radius of 1785.00 feet, a delta angle of 09 degrees, 12 minutes, 38 seconds and a chord of North 09 degrees, 32 minutes, 58 seconds West a distance of 286.63 feet to the point of tangency;

THENCE North 14 degrees, 09 minutes, 17 seconds West a distance of 116.47 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 52.08 feet, having a radius of 1985.00 feet, a delta angle of 01 degrees, 30 minutes, 11 seconds and a chord of North 14 degrees, 54 minutes, 23 seconds West a distance of 52.07 feet to the point of tangency;

THENCE North 15 degrees, 39 minutes, 28 seconds West a distance of 51.23 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 68.66 feet, having a radius of 2015.00 feet, a delta angle of 01 degrees, 57 minutes, 08 seconds and a chord of North 14 degrees, 40 minutes, 54 seconds West a distance of 68.66 feet to the point of tangency;

THENCE North 13 degrees, 42 minutes, 20 seconds West a distance of 97.93 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 225.04 feet, having a radius of 315.00 feet, a delta angle of 40 degrees, 56 minutes, 00 seconds and a chord of North 06 degrees, 45 minutes, 40 seconds East a distance of 220.29 feet to the point of tangency;

THENCE North 27 degrees, 13 minutes, 40 seconds East a distance of 175.68 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 312.86 feet, having a radius of 3285.00 feet, a delta angle of 05 degrees, 27 minutes, 24 seconds and a chord of North 24 degrees, 29 minutes, 58 seconds East a distance of 312.74 feet to the point of tangency;

THENCE North 21 degrees, 46 minutes, 16 seconds East a distance of 418.72 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 73.57 feet, having a radius of 635.00 feet, a delta angle of 06 degrees, 38 minutes, 19 seconds and a chord of North 18 degrees, 27 minutes, 07 seconds East a distance of 73.53 feet to the point of tangency;

THENCE North 15 degrees, 07 minutes, 58 seconds East a distance of 162.40 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 45.06 feet, having a radius of 35.00 feet, a delta angle of 73 degrees, 46 minutes, 05 seconds and a chord of North 21 degrees, 45 minutes, 05 seconds West a distance of 42.01 feet to the point of tangency;

THENCE North 58 degrees, 38 minutes, 08 seconds West a distance of 78.33 feet to a point;

THENCE North 31 degrees, 21 minutes, 52 seconds East a distance of 50.00 feet to a point;

THENCE South 58 degrees, 38 minutes, 08 seconds East a distance of 78.33 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 109.44 feet, having a radius of 85.00 feet, a delta angle of 73 degrees, 46 minutes, 05 seconds and a chord of South 21 degrees, 45 minutes, 05 seconds East a distance of 102.03 feet to the point of tangency;

THENCE South 15 degrees, 07 minutes, 58 seconds West a distance of 162.40 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 79.37 feet, having a radius of 685.00 feet, a delta angle of 06 degrees, 38 minutes, 19 seconds and a chord of South 18 degrees, 27 minutes, 07 seconds West a distance of 79.32 feet to the point of tangency;

THENCE South 21 degrees, 46 minutes, 16 seconds West a distance of 418.72 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 317.62 feet, having a radius of 3335.00 feet, a delta angle of 05 degrees, 27 minutes, 24 seconds and a chord of South 24 degrees, 29 minutes, 58 seconds West a distance of 317.50 feet to the point of tangency;

THENCE South 27 degrees, 13 minutes, 40 seconds West a distance of 175.68 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 189.32 feet, having a radius of 265.00 feet, a delta angle of 40 degrees, 56 minutes, 00 seconds and a chord of South 06 degrees, 45 minutes, 40 seconds West a distance of 185.32 feet to the point of tangency;

THENCE South 13 degrees, 42 minutes, 20 seconds East a distance of 97.93 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 66.96 feet, having a radius of 1965.00 feet, a delta angle of 01 degrees, 57 minutes, 08 seconds and a chord of South 14 degrees, 40 minutes, 54 seconds East a distance of 66.95 feet to the point of tangency;

THENCE South 15 degrees, 39 minutes, 28 seconds East a distance of 51.23 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 53.39 feet, having a radius of 2035.00 feet, a delta angle of 01 degrees, 30 minutes, 11 seconds and a chord of South 14 degrees, 54 minutes, 23 seconds East a distance of 53.39 feet to the point of tangency;

THENCE South 14 degrees, 09 minutes, 17 seconds East a distance of 116.47 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 294.98 feet, having a radius of 1835.00 feet, a delta angle of 09 degrees, 12 minutes, 38 seconds and a chord of South 09 degrees, 32 minutes, 58 seconds East a distance of 294.66 feet to the point of tangency;

THENCE South 04 degrees, 56 minutes, 39 seconds East a distance of 465.35 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 16.99 feet, having a radius of 465.00 feet, a delta angle of 02 degrees, 05 minutes, 38 seconds and a chord of South 05 degrees, 59 minutes, 29 seconds East a distance of 16.99 feet to the point of tangency;

THENCE South 07 degrees, 02 minutes, 18 seconds East a distance of 273.85 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 34.93 feet, having a radius of 535.00 feet, a delta angle of 03 degrees, 44 minutes, 25 seconds and a chord of South 05 degrees, 10 minutes, 05 seconds East a distance of 34.92 feet to the point of tangency;

THENCE South 03 degrees, 17 minutes, 52 seconds East a distance of 69.08 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 18.48 feet, having a radius of 465.00 feet, a delta angle of 02 degrees, 16 minutes, 38 seconds and a chord of South 04 degrees, 26 minutes, 11 seconds East a distance of 18.48 feet to the point of tangency;

THENCE South 05 degrees, 34 minutes, 30 seconds East a distance of 259.63 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 126.64 feet, having a radius of 535.00 feet, a delta angle of 13 degrees, 33 minutes, 45 seconds and a chord of South 01 degrees, 12 minutes, 23 seconds West a distance of 126.34 feet to point of tangency;

THENCE South 07 degrees, 59 minutes, 15 seconds West a distance of 27.57 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 86.78 feet, having a radius of 465.00 feet, a delta angle of 10 degrees, 41 minutes, 36 seconds and a chord of South 02 degrees, 38 minutes, 27 seconds West a distance of 86.66 feet to the point of tangency;

THENCE South 02 degrees, 42 minutes, 21 seconds East a distance of 70.92 feet to the point of curvature;

THENCE with a curve to the left (counter clockwise) an arc distance of 67.56 feet, having a radius of 365.00 feet, a delta angle of 10 degrees, 36 minutes, 19 seconds and a chord of South 08 degrees, 00 minutes, 30 seconds East a distance of 67.46 feet to the point of tangency;

THENCE South 13 degrees, 18 minutes, 40 seconds East a distance of 688.48 feet to the point of curvature;

THENCE with a curve to the right (clockwise) an arc distance of 86.32 feet, having a radius of 435.00 feet, a delta angle of 11 degrees, 22 minutes, 12 seconds and a chord of South 07 degrees, 37 minutes, 34 seconds East a distance of 86.18 feet to the point of tangency;

THENCE South 01 degrees, 56 minutes, 28 seconds East a distance of 209.44 feet to the point of curvature;

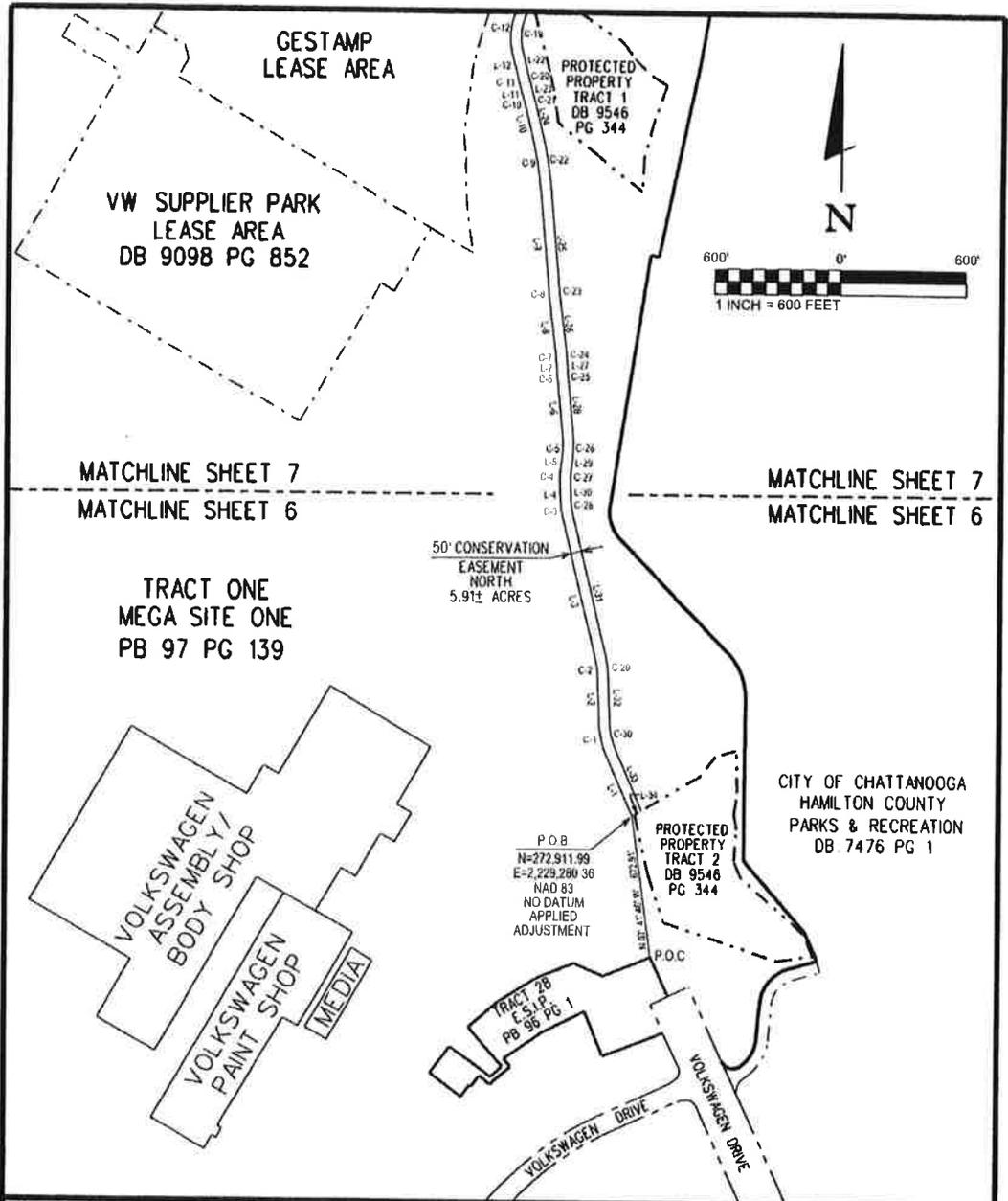
THENCE with a curve to the left (counter clockwise) an arc distance of 134.58 feet, having a radius of 365.00 feet, a delta angle of 21 degrees, 07 minutes, 31 seconds and a chord of South 12 degrees, 30 minutes, 14 seconds East a distance of 133.82 feet to the point of tangency;

THENCE South 23 degrees, 04 minutes, 00 seconds East a distance of 313.63 feet to a point located on the Northern boundary of Tract 2, Protected Property as described in Deed Book 9546, Page 344, in the Register's Office of Hamilton County, Tennessee;

THENCE South 59 degrees, 27 minutes, 43 seconds West a distance of 50.43 feet to the POINT OF BEGINNING.

Together with and subject to any rights-of-way, easements, restrictions, covenants, ordinances, agreements, zoning and any other matters of title that may exist.

Said Conservation Easement North herein described contains 5.91 acres, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. having project number 28352-02 and dated June 09, 2016.



50' CONSERVATION
EASEMENT
NORTH
5.91± ACRES

P.O.B.
N=272,911.99
E=2,229,280.36
NAD 83
NO DATUM
APPLIED
ADJUSTMENT

PROTECTED
PROPERTY
TRACT 2
DB 9546
PG 344

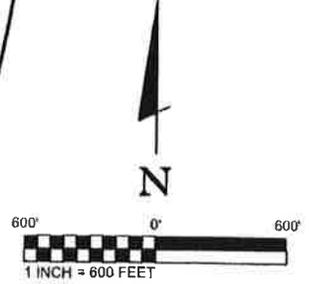
TRACT 28
C-31 PG 1
PB 96 PG 1

CITY OF CHATTANOOGA
HAMILTON COUNTY
PARKS & RECREATION
DB 7476 PG 1

TRACT ONE
MEGA SITE ONE
PB 97 PG 139

VW SUPPLIER PARK
LEASE AREA
DB 9098 PG 852

GESTAMP
LEASE AREA



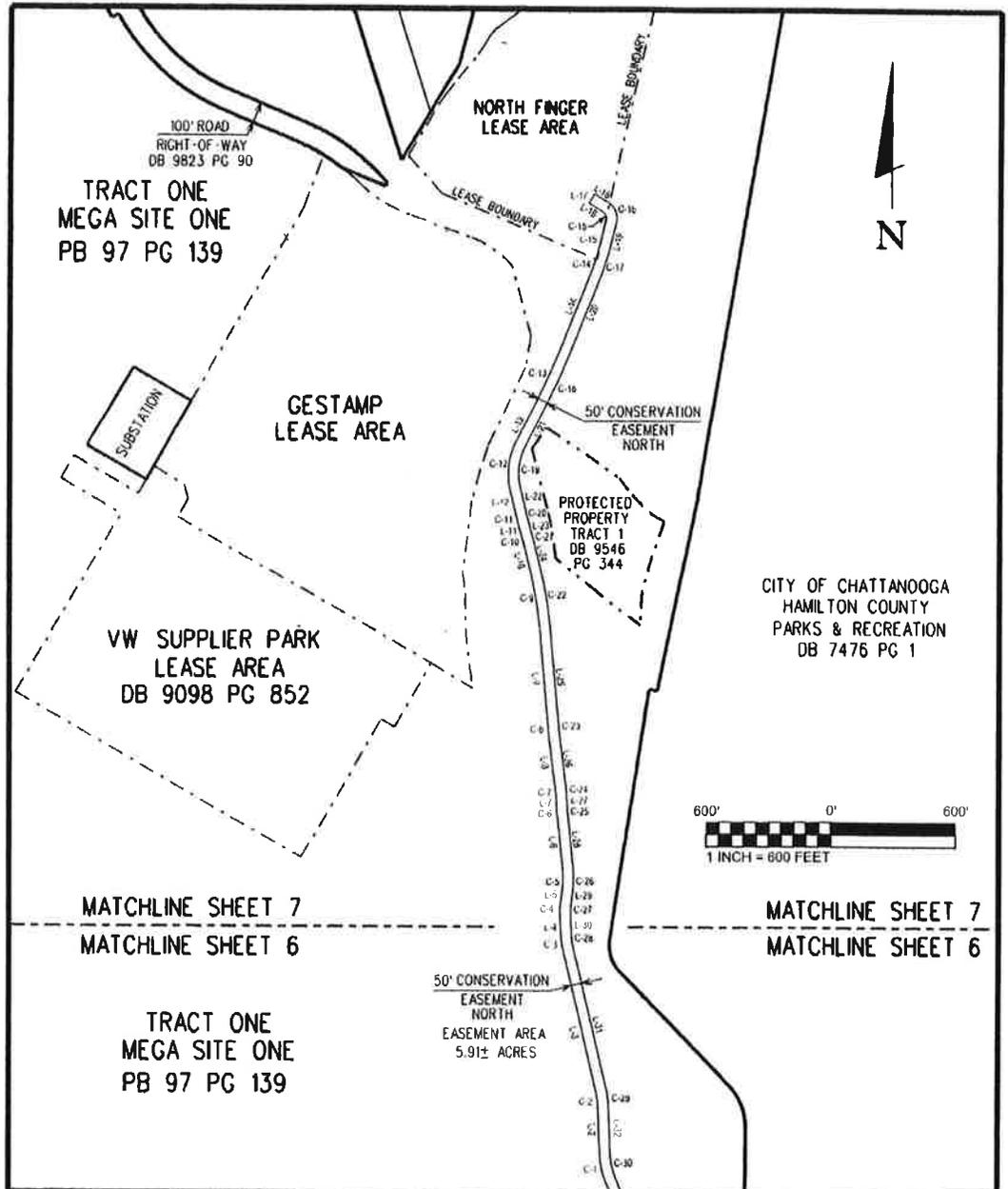
MATCHLINE SHEET 7
MATCHLINE SHEET 6

MATCHLINE SHEET 7
MATCHLINE SHEET 6

BWSC
BARGE
WAGGONER
SUMNER &
CANNON, INC.
ENGINEERS
PLANNERS
LANDSCAPE ARCHITECTS AND SURVEYORS
110 Morris Street Suite 200, Chattanooga, Tennessee 37402
Phone 423.256.5026 Fax 423.256.9437

CONSERVATION EASEMENT NORTH
TRACT ONE, MEGA SITE ONE, PB 97 PG 139
enterprise south
CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

DRAWN BY: WNH	CHECKED BY: DBC
SHEET NO.: 6 OF 8	
PROJECT NO.: 28352-02	DATE: 06-09-16



BWSC
 ENGINEERS PLANNERS
 LANDSCAPE ARCHITECTS AND SURVEYORS
 110 Market Street Suite 200, Chattanooga, Tennessee 37402
 Phone: 423-756-3035 Fax: 423-756-6477

CONSERVATION EASEMENT NORTH
 TRACT ONE, MEGA SITE ONE, PB 97 PG 139
 enterprise south
 CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

DRAWN BY: WNH	CHECKED BY: DBC
SHEET NO.: 7 OF 8	
PROJECT NO.: 28352-02	DATE: 06-09-16

LINE DATA

LINE	BEARING	DISTANCE
LINE L-1	N 23° 04' 00" W	320.16'
LINE L-2	N 01° 56' 28" W	209.44'
LINE L-3	N 13° 16' 40" W	688.48'
LINE L-4	N 02° 42' 21" W	70.92'
LINE L-5	N 07° 59' 15" E	27.57'
LINE L-6	N 05° 34' 30" W	259.63'
LINE L-7	N 03° 17' 52" W	69.08'
LINE L-8	N 07° 02' 18" W	273.85'
LINE L-9	N 04° 56' 39" W	465.35'
LINE L-10	N 14° 09' 17" W	116.47'
LINE L-11	N 15° 39' 28" W	51.23'
LINE L-12	N 13° 42' 20" W	97.93'
LINE L-13	N 27° 13' 40" E	175.68'
LINE L-14	N 21° 46' 16" E	418.72'
LINE L-15	N 15° 07' 58" E	162.40'
LINE L-16	N 58° 38' 08" W	78.33'
LINE L-17	N 31° 21' 52" E	50.00'
LINE L-18	S 58° 38' 08" E	78.33'
LINE L-19	S 15° 07' 58" W	162.40'
LINE L-20	S 21° 46' 16" W	418.72'
LINE L-21	S 27° 13' 40" W	175.68'
LINE L-22	S 13° 42' 20" E	97.93'
LINE L-23	S 15° 39' 28" E	51.23'
LINE L-24	S 14° 09' 17" E	116.47'
LINE L-25	S 04° 56' 39" E	465.35'
LINE L-26	S 07° 02' 18" E	273.85'
LINE L-27	S 03° 17' 52" E	69.08'
LINE L-28	S 05° 34' 30" E	259.63'
LINE L-29	S 07° 59' 15" W	27.57'
LINE L-30	S 02° 42' 21" E	70.92'
LINE L-31	S 13° 16' 40" E	688.48'
LINE L-32	S 01° 56' 28" E	209.44'
LINE L-33	S 23° 04' 00" E	313.63'
LINE L-34	S 59° 27' 43" W	50.43'

CURVE DATA

CURVE	ARC	RADIUS	DELTA	CHORD	DISTANCE
CURVE C-1	153.01°	415.00 R'	21° 07' 31"	N 12° 30' 14" W	152.15'
CURVE C-2	76.40°	385.00 L'	11° 22' 12"	N 07° 37' 34" W	76.27'
CURVE C-3	76.82°	415.00 R'	10° 36' 19"	N 08° 00' 30" W	76.71'
CURVE C-4	96.12°	515.00 R'	10° 41' 36"	N 02° 38' 27" E	95.98'
CURVE C-5	114.80°	485.00 L'	13° 33' 45"	N 01° 12' 23" E	114.54'
CURVE C-6	20.47°	515.00 R'	02° 16' 38"	N 04° 26' 11" W	20.47'
CURVE C-7	31.66°	485.00 L'	03° 44' 25"	N 05° 10' 05" W	31.66'
CURVE C-8	18.82°	515.00 R'	02° 05' 38"	N 05° 59' 29" W	18.82'
CURVE C-9	286.94°	1785.00 L'	09° 12' 38"	N 09° 32' 58" W	286.63'
CURVE C-10	52.08°	1985.00 L'	01° 30' 11"	N 14° 54' 23" W	52.07'
CURVE C-11	68.66°	2015.00 R'	01° 57' 08"	N 14° 40' 54" W	68.66'
CURVE C-12	225.04°	315.00 R'	40° 56' 00"	N 08° 45' 40" E	220.29'
CURVE C-13	312.86°	3285.00 L'	05° 27' 24"	N 24° 29' 58" E	312.74'
CURVE C-14	73.57°	635.00 L'	06° 38' 19"	N 18° 27' 07" E	73.53'
CURVE C-15	45.06°	35.00 L'	73° 46' 05"	N 21° 45' 05" W	42.01'
CURVE C-16	109.44°	85.00 R'	73° 46' 05"	S 21° 45' 05" E	102.03'
CURVE C-17	78.37°	685.00 R'	06° 38' 19"	S 18° 27' 07" W	79.32'
CURVE C-18	317.62°	3335.00 R'	05° 27' 24"	S 24° 29' 58" W	317.50'
CURVE C-19	189.32°	265.00 L'	40° 56' 00"	S 06° 45' 40" W	185.32'
CURVE C-20	66.96°	1985.00 L'	01° 57' 08"	S 14° 40' 54" E	66.95'
CURVE C-21	53.39°	2035.00 R'	01° 30' 11"	S 14° 54' 23" E	53.39'
CURVE C-22	284.98°	1835.00 R'	09° 12' 38"	S 09° 32' 58" E	294.66'
CURVE C-23	16.99°	465.00 L'	02° 05' 38"	S 05° 59' 29" E	16.95'
CURVE C-24	34.93°	535.00 R'	03° 44' 25"	S 05° 10' 05" E	34.92'
CURVE C-25	18.48°	465.00 L'	02° 16' 38"	S 04° 26' 11" E	18.48'
CURVE C-26	126.64°	535.00 R'	13° 31' 45"	S 01° 12' 23" W	126.34'
CURVE C-27	86.78°	465.00 L'	10° 41' 36"	S 02° 38' 27" W	86.66'
CURVE C-28	67.56°	365.00 L'	10° 36' 19"	S 08° 00' 30" E	67.46'
CURVE C-29	86.32°	435.00 R'	11° 22' 12"	S 07° 37' 34" E	86.18'
CURVE C-30	134.58°	365.00 L'	21° 07' 31"	S 12° 30' 14" E	133.82'

BWSC
 BARGE WAGGNER
 SUMNER &
 CANNON, INC.
 ENGINEERS PLANNERS
 LANDSCAPE ARCHITECTS AND SURVEYORS
 110 Morse Street Suite 200, Chattanooga, Tennessee 37402
 Phone (423) 756-3025 Fax (423) 756-8477

CONSERVATION EASEMENT NORTH
 TRACT ONE, MEGA SITE ONE, PB 97 PG 139
 enterprise south
 CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

DRAWN BY: WNH	CHECKED BY: DBC
SHEET NO.: 8 OF 8	
PROJECT NO.: 28352-02	DATE: 06-09-16



Hamilton County Board of Commissioners

RESOLUTION

No. 716-14

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF MAY 1, 2016, THROUGH MAY 31, 2016, 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, 2016, through May 31, 2016.

May 2, 2016, \$5,264.95 for 2,900 gallons of regular unleaded gasoline at 1.8155 per gallon from Sweetwater Valley Oil Company, Inc.

May 4, 2016, \$9,885.58 for 7,256 gallons of diesel fuel at 1.362401 per gallon from Jat Oil and Supply, Inc.

May 4, 2016, \$12,361.89 for 8,422 gallons of E10 gasoline at 1.467809 per gallon from Jat Oil and Supply, Inc.

May 4, 2016, \$12,404.46 for 8,451 gallons of E10 gasoline at 1.46781 per gallon from Jat Oil and Supply, Inc.

May 9, 2016, \$11,748.85 for 7,954 gallons of E10 gasoline at 1.4771 per gallon from Pilot Travel Centers, LLC.

May 11, 2016, \$10,240.46 for 7,459 gallons of diesel fuel at 1.3729 per gallon from Pilot Travel Centers, LLC.

May 16, 2016, \$10,346.15 for 7,156 gallons of diesel fuel at 1.445801 per gallon from Parman Lubricants.

May 19, 2016, \$2,907.01 for 1,150 gallons of regular unleaded gasoline at 1.98001 per gallon and 375 gallons of diesel fuel at 1.6800 per gallon from Jat Oil and Supply, Inc.

May 20, 2016, \$1,349.66 for 707 gallons of regular unleaded gasoline at 1.9090 from

Collins Oil Company, Inc.

May 25, 2016, \$13,513.87 for 8,055 gallons of E10 gasoline at 1.6777 per gallon from Sweetwater Valley Oil Company, Inc.

May 26, 2016, \$11,157.23 for 7,142 gallons of diesel fuel at 1.5622 per gallon from Parman Lubricants.

May 26, 2016, \$13,499.72 for 7,988 gallons of E10 gasoline at 1.6900 per gallon from Sweetwater Valley Oil Company, Inc.

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

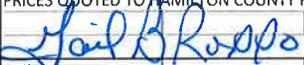
Approved:

Vetoed:

County Mayor

July 6, 2016

Date

Date:		5/2/2016	5/4/2016	5/4/2016	5/4/2016	5/9/2016	5/11/2016	5/16/2016	5/19/2016	5/20/2016	5/25/2016	5/26/2016	5/26/2016
Location		CFP Maintenance	Silverdale	Career Lane	White Oak	Sheriff's Sub- Station	Silverdale	Sheriff's Sub- Station	Riverpark	ESNP	Silverdale	Silverdale	White Oak
Sweetwater (HC)	Gasoline	1.8155							2.1228	2.6373			
	E-10 Gasoline			1.5099	1.5199	1.4900					1.6777		1.6900
	Diesel		1.3824				1.3979	1.4585	1.6691			1.5734	
	Bio Diesel												
Jat Oil (HC)	Gasoline	1.9340							1.98001	2.0490			
	E-10 Gasoline			1.467809	1.46781	1.48100					1.6990		1.7150
	Diesel		1.362401				1.3850	1.4580	1.6800			1.6040	
	Bio Diesel												
Collins Oil	Gasoline	no quote							1.9990	1.9090			
	E-10 Gasoline			1.4890	1.5150	1.5090					1.7280		1.7190
	Diesel		1.3650				1.3740	no quote	1.6950			1.5750	
	Bio Diesel												
Mansfield	Gasoline	no quote							no quote	no quote			
	E-10 Gasoline			1.4788	1.4788	1.5006					1.6891		no quote
	Diesel		1.3820				1.3892	1.4587	no quote			1.5842	
	Bio Diesel												
Parman	Gasoline	no quote							no quote	no quote			
	E-10 Gasoline			1.4988	1.5006	1.4904					1.7111		1.7169
	Diesel		1.3864				1.3842	1.445801	no quote			1.5622	
	Bio Diesel												
Pilot Travel (HC)	Gasoline	1.9847							2.8580	no quote			
	E-10 Gasoline			1.4971	1.4971	1.4771					1.6971		1.6971
	Diesel		1.3715				1.3729	no quote	2.2470			1.5635	
	Bio Diesel												
Lykins Energy	Gasoline	2.0239							no quote	no quote			
	E-10 Gasoline			1.4854	1.4852	1.4884					1.7217		1.7272
	Diesel		1.3739				1.3869	1.4541	no quote			1.5754	
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, 2016, THROUGH MAY 31, 2016													
													
Gail B. Roppo Director of Purchasing													

Unleaded Gasoline	May 2016	YTD
Gallons Purchased	4,757	37,333
Total Cost	\$8,891.62	\$63,397.06
Average Cost/Gallon	\$1.8692	\$1.6982
E-10		
Gallons Purchased	40,870	427,249
Total Cost	\$63,528.80	\$578,325.80
Average Cost/Gallon	\$1.5544	\$1.3536
Diesel		
Gallons Purchased	29,388	206,796
Total Cost	\$42,259.43	\$293,111.45
Average Cost/Gallon	\$1.4380	\$1.4174
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 716-15

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$123,000.00 TO PROVIDE FEDERALLY FACILITATED MARKETPLACE APPLICATION ASSISTANCE TO PREGNANT WOMEN FOR THE TIME PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017.

WHEREAS, early prenatal care is paramount in having good birth outcomes for mother and baby; and

WHEREAS, TennCare provides Prenatal Presumptive Eligibility to those pregnant women who qualify; and

WHEREAS, this Prenatal Presumptive Eligibility covers medical costs associated with the pregnancy for forty-five (45) days; and

WHEREAS, at the end of this period, pregnant women must have completed Federally Facilitated Marketplace application in order for the medical coverage to continue; and

WHEREAS, the State of TN has identified funds to provide Federally Facilitated Marketplace application assistance in Health Departments across Tennessee; and

WHEREAS, the Health Department has identified staff to serve as Certified Application Counselors in our clinics in 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 for the provision of Federally Facilitated Marketplace Assistance to pregnant women in Hamilton County for time period July 1, 2016 through June 30, 2017.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 6, 2016

Date



CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2016	End Date June 30, 2017	Agency Tracking # 34360-63617	Edison Record ID
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Contractor Legal Entity Name Chattanooga – Hamilton County Health Department	Edison Vendor ID 4208
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Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #
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Service Caption (one line only)
Prenatal Presumptive Eligibility Expansion

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017			\$123,000		\$123,000
TOTAL:			\$123,000		\$123,000

American Recovery and Reinvestment Act (ARRA) Funding: YES 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 - GU</i>
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Speed Chart (optional) HL00011979	Account Code (optional) 70804000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CHATTANOOGA- HAMILTON COUNTY HEALTH DEPARTMENT**

This 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 "Contractor," is for the provision of Prenatal Presumptive Eligibility Expansion, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4208

A. SCOPE OF SERVICES:

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

A.2. Service Definition.

a. TennCare Presumptive Eligibility (PE) -accepting and processing prenatal PE application for TennCare.

b. Presumptive Eligibility (PE) Expansion -

(1) TennCare/ Medicaid Enrollment- assist pregnant women with the completion of any and all components of the TennCare application

(2) CoverKids Enrollment- assisting and processing pregnant women ineligible for TennCare

A.3. Service Goals. The Prenatal Presumptive Eligibility Program provides assistance to pregnant women with the completion of Prenatal PE enrollment and enrollment assistance for TennCare/ Medicaid and CoverKids application as outlined in the contract ID-13-39273 with the Bureau of TennCare.

A.4. Service Recipients. Pregnant women desiring health care coverage via TennCare presumptive eligibility (PE), for prenatal PE, TennCare/Medicaid, or CoverKids.

A.5. Service Description. The Contractor shall administer the TennCare PE program as authorized by Health Care Finance and Administration (HCFA) under Title XIX and under Section 1115 of the Social Security Act. This designation is to perform TennCare PE determination for pregnant women in accordance with 42 CFR 435.1103 and the approved Desk Guide. Such activities shall include, but not limited to

a. Accepting and processing TennCare presumptive eligibility applications for pregnant women in accordance to the current version of the Prenatal Presumptive Eligibility Guide and Prenatal PE Expansion Guidelines. The application process shall be completed and transmitted to HCFA within two (2) business days via the appropriate method and shall include:

1. Assisting applicants in the completion of temporary TennCare PE applications;

2. Making a determination on applicants' PE applications;

3. Submitting application determination results to HCFA; and

4. For those applicants with social security numbers desiring assistance, assisting pregnant women with the completion of any or all components of the TennCare

application at the federally facilitated marketplace (FFM) for ongoing TennCare coverage

5. For those applicants without social security numbers desiring assistance, assisting pregnant women with the completion of any or all components of the TennCare application via the paper application for the federally facilitated marketplace (FFM) in accordance to program guidelines for ongoing TennCare coverage
- b. Notifying enrollees, in writing, of the PE determination and, for those approved, of the need to complete the full application process within the required time frame in order to maintain ongoing TennCare coverage;
- c. Explaining to applicants in simple terms the TennCare/Medicaid program and its benefits;
- d. Assisting individuals who are ineligible for TennCare to apply for CoverKids in accordance to the current version of the Prenatal Presumptive Eligibility Guide and Prenatal PE Expansion Guidelines.
 1. If the pregnant woman has a Social Security Number (SSN), assist her with the online application.
 2. If the pregnant woman does not have a Social Security Number (SSN), fax her application to the CoverKids "hotline" fax number .
- e. Ensuring that appropriate accommodations are offered to individuals with disabilities and limited English proficiency and comply with the HCFA policies and procedures related to accommodations found at <http://www.tn.gov/assets/entities/tenncare/attachments/RightsAndResponsibilities.pdf>
- f. Providing eligibility services in at least 4 health department site(s) of the county at which at least two staff members are trained, certified, and otherwise able to provide the assistance requirements listed above.
- g. Ensuring all staff described in A.5.f. above complete Certified Application Counselor (CAC) training, register as CAC, and maintain CAC certification at all times in which such individuals provide these services. The Contractor shall also ensure the assistance provided by such individuals conform to all applicable State and Federal regulations and requirements.
- h. Notifying the State of any modifications in program administration within 30 days. Modifications shall include, but are not be limited to, change in number of trained certified staff, change in approved site location or termination of sites where services are provided.
- i. Maintaining records necessary for the proper and efficient administration of Prenatal PE Expansion in accordance to the current version of the Prenatal PE Guide and Prenatal PE Expansion Guidelines. The records shall include, but not be limited to, eligibility records, documentation of quality control and records needed to meet all State and Federal requirements.
- j. Reporting prenatal PE Expansion and CoverKids encounters in accordance to the current version of the current version of the Prenatal PE Guide and Prenatal PE Expansion Guidelines.

The State Shall:

- a. Provide monitoring of performance of Prenatal PE and PE Expansion activities to ensure that targeted populations are reached.
- b. Provide training and technical assistance to all staff.
- c. Provide format and guidelines for conducting and reporting all Prenatal PE and PE Expansion activities.

A.6. Service Deliverables and Reporting.

Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
TennCare PE Applications	A.5. a.1., 2., 3.	Date of PE Application	Bureau of TennCare via the TennCare Module on the AS400	Electronic
TennCare/ Medicaid Applications for persons with SSN	A.5.a.4	Date of PE Application	Bureau of TennCare via the Federally Facilitated Marketplace (FFM)	Electronic
TennCare/ Medicaid PE and FFM Applications for eligible persons without SSN	A.5.a.5	Date of PE Application	TDH PE Team	Electronic mail
CoverKids Applications for eligible persons with SSN	A.5.d	Date of Presentation for Application	TennCare via the Federally Facilitated Marketplace (FFM)	Electronic
CoverKids Applications for eligible persons without SSN	A.5.d	Date of Presentation for Application	Fax all required documents to the CoverKids Fax Hotline	Fax
Report number of health department sites conducting TennCare PE and PE Expansion Activities	A.5.f	Annual or as changes are made	Director of Primary Prevention Impact Services	MS Word/Excel
Maintain Listing of Certified Application Counselors (CACs) and Completed Trainings	A.5.g	Annual or as changes are made	Director of Primary Prevention Impact Services	MS Word/Excel
Record the PTBMIS Codes for PE and PE Expansion Activities	A.5.-i	Date of Associated Activity	Patient Tracking Billing and Management Information System (PTBMIS)	Electronic

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2016 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred twenty-three thousand dollars (\$123,000). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Assistance with TennCare Application for FFM (A.5.a.4.,5.)	\$100.00 each
Assistance with CoverKids Application (A.5.d.)	\$100.00 each
Operational Site Locations with CACs (A.5.f)	\$8000.00 per site

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Allysceaeioun Britt Spears, PhD, MPH – Director
Tennessee Department of Health
Primary Prevention Impact Services
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: Allysceaeioun.B.Spears@tn.gov
Telephone #: 615-741-0378
FAX #: 615-532-8669

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Health; Primary Prevention Impact Services
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, 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 invoiced.

C.7. Invoice Reductions. The Contractor's invoice 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 conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this 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. This 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 Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are, shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this 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 Contract shall be construed to create an employer/employee 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 Contractor, being a Tennessee governmental entity, 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.15. Force Majeure. The obligations of the parties to this 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, 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.18. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this 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 Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 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 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:

Allysceaeiou Britt Spears, PhD, MPH – Director
Tennessee Department of Health
Primary Prevention Impact Services
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: Allysceaeiou.B.Spears@tn.gov
Telephone #: 615-741-0378
FAX #: 615-532-8669

The Contractor:

Diana Kreider, Director Case Management Services
Chattanooga / Hamilton County Health Department
921 East Third Street
Chattanooga, Tennessee 37403-2146
Email Address: DianaK@HamiltonTN.gov
Telephone #: (423)209-8177
FAX #: (423)209-8156

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 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 Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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. 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 Contractor by the State or acquired by the Contractor 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 Contractor 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 Contractor'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 Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor 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 Contractor 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 Contractor 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 Contract.

- E.5. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor 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. Contractor 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 Contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor 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 Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract 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.6. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor 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 Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor 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 Contractor 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 Contractor 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 Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public (Attachment 2).
- E.7. Printing Authorization. The Contractor 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.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [Attachment 1];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor 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 Contract.

E.10. Lobbying. The Contractor 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.

E.11. Debarment and Suspension. The Contractor 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 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor'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 subawards); 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 subawards); 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.

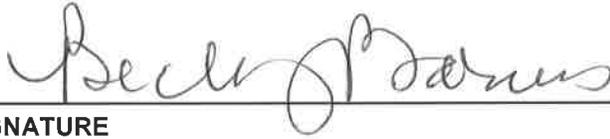
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. 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 Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:



6/14/16

GRANTEE SIGNATURE

DATE

Rebekah 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

Prenatal Presumptive Eligibility (PE) Expansion Overview and General Guidance

Reference 2016 Prenatal PE Desk Guide Effective January 1, 2016 Revised January 8, 2016

Effective January 1, 2016, to ensure continuity of coverage and to reduce barriers to TennCare/Medicaid enrollment, TDH and metropolitan health departments will utilize Certified Application Counselors (CACs) in all health department sites (rural and metros) which conduct prenatal presumptive eligibility (PE) assistance, to enroll prenatal PE women in TennCare/Medicaid via the federally facilitated marketplace (FFM). Each health department site should have available designated two persons to serve as CACs (a primary and a back-up). These persons will incorporate CAC duties into their regularly assigned duties which may include prenatal PE enrollment and administration. PE CACs are to be available during regular business hours to assist all pregnant PE applicants with beginning the TennCare enrollment via the FFM. In addition to TennCare/Medicaid enrollment assistance, health departments will be available to assist eligible pregnant women with CoverKids enrollment.

Part A of Prenatal PE Expansion

Prenatal PE and CAC Integration

All health department sites, which routinely conduct PE enrollment, are to complete the prenatal PE administration in accordance to the current version of the Prenatal PE Desk Guide. This will include the following:

Screening - All persons presenting for enrollment into prenatal PE should be screened in accordance to the PE screening process outlined on pages 6-13.

1. Tennessee residency
2. Income eligibility
3. Screen for pregnancy
4. Screen for citizenship

Application Processing – All PE applications must be completed and entered into the AS400 by close of business on the day of application as outlined on pages 14-20.

Processing of Non- PE Eligible Applicants- If a PE applicant fails to meet any of the criteria for PE, always instruct her to apply for CoverKids prenatal coverage or assist with application via FFM online or paper application as outlined on page 3 of the Prenatal PE Desk Guide.

Part B of Prenatal PE Expansion

TennCare/Medicaid Education, Enrollment and Processing

All PE applicants should be given the current version of the “You Have Been Approved for Prenatal Presumptive Eligibility” outreach handout which describes the next steps for the PE applicant to ensure continuation of coverage.

PE CACs should be available during business hours to assist all prenatal PE applicants with beginning the TennCare/Medicaid enrollment via the FFM. TennCare/Medicaid applications should be started at the time of prenatal PE enrollment. PE CACs may also assist the parent/guardian of a **Newborn PE** and **Breast and Cervical PE** applicants with

Prenatal Presumptive Eligibility (PE) Expansion Overview and General Guidance

Reference 2016 Prenatal PE Desk Guide Effective January 1, 2016 Revised January 8, 2016

TennCare/Medicaid enrollment assistance via the FFM.

Part B of Prenatal PE Expansion (continued)

At a **minimum** the PE applicants (all types) should be assisted with establishing a marketplace account.

Minimum enrollment assistance defined as:

1. Establish a FFM account at www.healthcare.gov/get-coverage/. The applicant will need a valid email account to establish a FFM account. If the applicant does not have an email account, the PE CAC will assist the applicant with creating an email account as part of the minimum enrollment assistance.
2. If the applicant has an existing FFM account as a result of previous application for TennCare/Medicaid or an Affordable Care Act plan, you will not be able to create a new account. However, staff should ensure the applicant can access the account for enrollment. If not, contact the Customer Service Line for the FFM

TennCare/Medicaid enrollment assistance should be **completed** and **transmitted** within two (2) business days of prenatal PE presentation.

PE CACs should have applicants review and sign the Privacy Agreement for TennCare/Medicaid and CoverKids Enrollment. A copy of the agreement should be maintained as outlined in the instructions sheet.

All encounters should be recorded in Patient Tracking Billing Information System (PTBMIS) as outlined in the *TennCare PE Expansion PTBMIS Codes* guidelines.

Part C of Prenatal PE Expansion

CoverKids Enrollment

Pregnant women not eligible for presumptive eligibility through TennCare may qualify instead for CoverKids. Pregnant applicants for CoverKids who **do not** have an SSN may have trouble applying online and can apply directly to the State. Staff will fax paper applications for pregnant women without SSNs to the special CoverKids fax number for health departments; this “hotline” fax is **844-885-7023** for expedited processing. See Appendix E of the Prenatal PE Desk Guide for more information. Any staff can assist a CoverKids applicant with the paper application. Pregnant applicants for CoverKids who have SSNs should be assisted by a PE CAC with the online application at www.healthcare.gov.

PE CACs should have applicants review and sign the Privacy Agreement for TennCare/Medicaid and CoverKids Enrollment. A copy of the agreement should be maintained as outlined in the instruction sheet.

All encounters should be recorded in Patient Tracking Billing Information System (PTBMIS) as outlined in the *TennCare PE Expansion PTBMIS Codes* guidelines.

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Allyscaeioun Britt Spears, PhD, Primary Prevention Impact Services Director, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

fa.audit@tn.gov, TN Department of Finance and Administration



Hamilton County Board of Commissioners RESOLUTION

No. 716-16

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, 2016 AND ENDING ON JUNE 30, 2017, BETWEEN HAMILTON COUNTY AND THE CITY OF CHATTANOOGA IN THE AMOUNT OF \$30,000.00 TO PROVIDE FINANCIAL ASSISTANCE TO FAMILIES AND INDIVIDUALS TO PREVENT THOSE FAMILIES AND INDIVIDUALS FROM BECOMING HOMELESS.

WHEREAS, the City of Chattanooga has received Emergency Solutions Grant funds from the Department of Housing and Urban Development; and

WHEREAS, these funds are to be used to assist individuals and families imminently at risk of homelessness in maintaining permanent housing; and

WHEREAS, the City of Chattanooga seeks to subcontract with Hamilton County to distribute these funds through the Emergency Assistance Program; and

WHEREAS, the Hamilton County Emergency Assistance Program already provides temporary assistance to individuals and families with a mission to prevent homelessness and foster self sufficiency.

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

That the County Mayor is authorized to accept an agreement between Hamilton County and the City of Chattanooga in the amount of \$30,000.00 to provide financial assistance to families and individuals for the prevention of homelessness.

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 6, 2016

Date

Contractual Agreement
Between
City of Chattanooga
And
HAMILTON COUNTY GOVERNMENT
For
Emergency Solutions Grant Funds (ESG)

in the amount of \$30,000

Project/Program: EMERGENCY ASSISTANCE

THIS AGREEMENT, made and entered into by and between the City of Chattanooga, Tennessee, acting through the Department of Economic and Community Development with principal offices at 101 East Eleventh Street, Suite 200, Chattanooga, Tennessee 37402, as part of the first party hereinafter called "City" or "Grantor", and HAMILTON COUNTY GOVERNMENT, a nonprofit corporation organized pursuant to the laws of the State of Tennessee, with principal offices at 208 Hamilton County Courthouse, Chattanooga, TN 37402, and its subcontractors, as part of the second party, hereinafter jointly called, "ECD", "Subrecipient" or "Grantee".

WITNESSETH

WHEREAS, the City has received Emergency Solutions Grant (ESG) to be used for activities eligible under the McKinney-Vento Act of 1988 (Public Law 100-77) with said grant being made available through the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Subrecipient is involved in ESG eligible activities; and

WHEREAS, the Subrecipient has requested \$30,000 for the ESG eligible activities described in PART I; and

WHEREAS, this activity has been determined to be an eligible ESG activity according to 24 CFR Part 576 as amended; and

WHEREAS, the Subrecipient has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, the Council of the City of Chattanooga has approved this Project and allocated the necessary funds to the Project; and

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to bind themselves to the following terms and conditions:

PART I. PURPOSE AND SCOPE OF SERVICES

1. Purpose and Scope of Services

A. ESG Project Description

The Subrecipient will use ESG funds, provided by the City of Chattanooga, for eligible costs for the Emergency Assistance Program for homeless prevention and rapid-rehousing for 30 households. Funds will be utilized for case management services, emergency temporary housing, utility deposits, and other needs necessary to result in permanent housing, sustainability and encourage self-sufficiency. The Subrecipient will be responsible for administering the project/program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Funds are provided for the following approved activities described below:

i. Category

- Shelter Operations Street Outreach Rapid Re-Housing
 Prevention HMIS

ii. Eligible Activity: Prevention and Rapid Rehousing

iii. Eligible Costs Covered: \$30,000

iv. Location: 921 E. Third Street, Chattanooga TN 37402

v. Specific Target Beneficiaries: Homeless and/or near homeless individuals and families

vi. Project Implementation: July 1, 2016

B. Eligible Project Costs

ESG funds may be used for case management services, emergency temporary housing, utility deposits, and other needs necessary to encourage self-sufficiency. The City will reimburse the Sub-recipient up to a maximum of \$30,000 toward eligible costs.

C. Target Beneficiaries

- i. Funds are to provide for homeless prevention and rapid-rehousing for 30 households receiving case management and/or supportive social services at the Chattanooga-Hamilton County Health Department to assist program participants in obtaining or regaining permanent housing stability. Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and

Subrecipient's expenses relative to the project/program as a result of assistance provided.

- ii. The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2. For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

2. National Objectives and Outcomes

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the ESG program's National Objectives - 1) engage homeless individuals and families living on the street; 2) improve the number and quality of emergency shelters for homeless individuals and families; 3) help operate these shelters; 4) provide essential services to shelter residents, 5) rapidly re-house homeless individuals and families, and 6) prevent families and individuals from becoming homeless. As defined in CFR Part 570.201(e), this project has been determined to meet the following national objective and outcomes:

- A. Service Area:** 921 E. Third Street, Chattanooga, TN 37402
- B. National Objective:** Prevention
- C. CFR Citation:** 24 CFR Part 576
- D. Program Objective:** Suitable Living Environment Through Improved Accessibility
- E. Program Outcome:** Enhance Suitable Living Environment Through Improved/New Accessibility
- F. Measurable Outcome:** 30 households or individuals to obtain or retain permeant housing and self-sufficiency.

3. Implementation Schedule and Time of Performance

A. Program Performance Timeline

The Subrecipient shall perform the activities for the Project/Program under this Agreement during the timeframe beginning July 1, 2016 and ending on June 30, 2017. However, the City reserves the right to extend the terms of this Agreement and any necessary and applicable provisions herein to cover any additional time period during which the Subrecipient remains in control of ESG funds or other assets.

Task/Milestone

Proposed Date of Completion

Case Management

June 30, 2017

B. Project Performance

- i. Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the schedule below. The City will monitor the performance of the subrecipient against goals and performance as stated. If the Subrecipient fails to adhere to the performance outcomes indicated below, the following actions will be taken:
 - a. A formal letter will be sent from the City reminding the Subrecipient of their obligations and the time frame and outcomes for which the Subrecipient has for getting back on schedule. If the problem is not rectified;
 - 1) Technical assistance will be provided to the Subrecipient to assist in helping to correct the deficiency. If the problem still persists;
 - 2) The Subrecipient may be found in breach of contract and all remaining funding may be pulled and reallocated. All expended funding may be repaid to the City for reallocation.
 - ii. Grantee agrees to abide by all rules and regulations related to the tenant’s and landlord’s rights and responsibilities, and to adhere to HUD’s approved tenant applications and lease agreements and to the State of Tennessee’s Landlord and Tenant Act; all of which the City will provide to Grantee.

C. Project Completion

The project will be considered complete when all ESG funds have been expended for that fiscal year, and all reporting has been received, including, but not limited to: quarterly reports and APR reports.

4. Budget and Match Requirement

A. Budget

Eligible expenses will be covered up to \$30,000 and will include Provide case management services, emergency temporary housing, utility deposits, and other needs necessary to encourage self-sufficiency, Any amount of ESG funds unexpended at the end of the year will be allowed to carry over into future projects, at the City’s discretion.

Budget Item	Funding Source		TOTAL
	ESG	Other	
Emergency Assistance Program	\$30,000	\$30,000	\$60,000
	\$	\$	\$

TOTALS	\$30,000	\$30,000	\$60,000
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The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this budget must be approved in writing by the City and the Subrecipient.

B. Match Requirement

The Subrecipient shall match the funds provided in this agreement as set forth in 24 CFR 576.201. Eligibility of matching fund sources shall be subject to review and approval by the City. In the event the City determines that the Subrecipient’s match funds are not in compliance with HUD regulations, policies, or directives, the City may, in its sole discretion, either: i) suspend this agreement as provided in PART VII; or ii) reduce the total funding amount proportionate to the ineligible match funds.

- i. Match Funds Amount: \$30,000
- ii. Source of Match Funds: In Kind
- iii. Manner and time schedule in which match funds will be infused into the project/program/activity: In-Kind Match will be infused into the project within the 2016-2017 FY.

5. General Administration

- A.** The Subrecipient understands that these funds are made available through the United States Department of Housing and Urban Development (HUD). To facilitate the receipt of these funds the Subrecipient agrees to comply with all applicable City, State, and HUD requirements. Without limitation, the Subrecipient specifically agrees to abide with all of the applicable requirements of the McKinney-Vento Homeless Assistance Act As Amended by S.896 HEARTH Act of 2009, and all additional documents, notices, rules, regulations or statutes, as subsequently developed, that relate to ESG.
- B.** The Grantee will comply with applicable ESG Regulations in 24 C.F.R. Part 576 as now in effect, and as such law may be amended during the term of this contract. Grantee will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract, or any reasonably equivalent procedures and requirements that the Department may prescribe.
- C.** In particular, Grantee agrees to establish internal controls in order to have reasonable assurance that Grantee is carrying out the Project in compliance with federal statutes, regulations, and terms and conditions of this contract, as required by 2 C.F.R. §200.303, as now in effect, and as such law may be amended during the term of this contract. Grantee

also agrees to comply with provisions regarding protection of personally identifiable information as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512 as now in effect, and as such law may be amended during the term of this contract.

- D.** The Subrecipient will be responsible for administering the ESG funded Project/Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the program/project.
- E.** The City will provide technical assistance to the Subrecipient and monitor the Subrecipient's performance against goals and performance standards required herein. Subrecipient will not undertake activities or expend ESG funds until, at minimum;
 - i. Subrecipient has been notified by the City that the activity is in compliance with the National Environmental Policy Act of 1969 and 24 CFR Part 58.
- F.** The Subrecipient shall be responsible for all bidding procedures and sub-contractual arrangements. All procedures shall be conducted in accordance with all federal, state and local laws, and shall be monitored by the City.
- G.** Subrecipient will be responsible for developing and managing a strategy to market the Project/Program to qualified homeowners/tenants/recipients of services meet the definition of homeless as defined by HUD at 24 CFR 576.2. Subrecipient will ensure that the property/program is properly marketed to obtain maximum exposure to target audience.

6. Staffing/Organizational Capacity

Subrecipient must maintain overall capacity to continue as a going concern through the term of the contract. The Subrecipient shall retain and assign qualified personnel, as applicable, to carryout activities/programs through the term of the Agreement. The following staff/key personnel are assigned this Project/Program.

Staff Member	Duties
Tammie Browning	Intake Specialist
Miika Montgomery	Manager

7. City and Subrecipient Contacts

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Chattanooga	Subrecipient
Paula Coleman	Miika Montgomery
City of Chattanooga	Community Services Manager

101 E 11 th Street, Suite 200	921 East Third Street
Chattanooga, TN 37402	Chattanooga, TN 37403
Email: coleman_p@chattanooga.gov	Email: miikam@hamiltontn.gov
Phone: (423) 643-7331	Phone: 423-209-8375

8. Compensation and Method of Payment

- A.** The City shall pay and the Subrecipient agrees to accept in full no more than \$30,000 ("*Allocation*") for performance under this Agreement. All payments under this agreement are subject to the City of Chattanooga's receipt of ESG funds, from HUD, sufficient to cover "Allocation".
- B.** Based on the approved budget, payments shall be made on a reimbursement basis, upon presentation of purchase agreements and original invoices, original cancelled checks and/or other source documents demonstrating that costs have been incurred and paid. Payments will only be made for approved, eligible expenses actually incurred by the Grantee per contractual agreement(s). Total payments will not exceed actual funds needed to complete the activity funded by Grant. At the City's discretion and with prior arrangement and approval, the City will make payments directly to the Grantee's vendor if payment by reimbursement creates an undue hardship on the organization.
- C.** Requests for reimbursements for the payment of eligible expenses shall be made against the line item budget specified in Part I (4)(A) herein and in accordance with performance. If applicable, project delivery may be requested in an amount not to exceed 10% of the grant amount, (corresponding with project completion percentages). Project delivery may be requested along with direct cost reimbursement requests or at the conclusion of the project. Total project delivery reimbursement will not exceed 10% of grant funds expended on direct project costs. Eligible project delivery costs include:
- i. Application processing
 - ii. Specific program/project marketing
 - iii. Salaries/benefits for staff directly working on program/project
- D.** Project/Program Budget spreadsheet summarizing expenses must be prepared and submitted with each request for reimbursement. This report should also account for other resources and match utilized under this activity. Copies of all supporting documents must be submitted with the reimbursement request. The subrecipient will work closely with the City to establish the specific documentation requirements for this contract. Examples of supporting documentation include copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc.
- E.** Requests for reimbursement will not be processed prior to the following, at minimum:
- i. The City having conducted an environmental review on the project;
 - ii. The City having on file a completed ESG Program project set-up form; and
 - iii. The City having on file, current, up-to-date Quarterly Status Reports.

- F. The City will not provide advance funding to the Subrecipient. Advanced funding is not meant to include eligible unpaid cost incurred by Subrecipient. The Subrecipient may not request disbursement of ESG funds until the funds are needed for eligible costs incurred.
- G. In lieu of reimbursements to Subrecipient, the City may, at its discretion and with prior approval, make direct payments to the Subrecipient's vendor for eligible costs incurred under this Agreement.
- H. If the City disburses ESG funds to Subrecipient on a basis other than reimbursement, the ESG funds must be expended by within seven days of its receipt for the requested disbursement from the City. Subrecipient may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- I. The Subrecipient shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- J. The Subrecipient shall maintain a separate accounting for these funds.
- K. Subrecipient shall have an adequate financial system and internal fiscal controls.
- L. The final request for payment must be submitted to the City no later than 30 days after the expiration date of this Agreement in order to meet federal grant requirements. Funds spent after this date will not be reimbursed.
- M. At project completion, any unexpended funds shall be retained by the City. Upon written request, the City may consider the reallocation of unexpended funds to eligible projects proposed by Subrecipient.
- N. All payments under this agreement are subject to receipt by the City of sufficient federal funds for the ESG program. ESG funds shall be drawn from the U.S. Treasury by the City through the Integrated Disbursement and Information System (IDIS). The City shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the City as approved by HUD. Any termination, reduction or delay of receipt of ESG funds to the City shall, at the option of the City, result in the termination, reduction or delay of ESG funds to the Grantee.

O. Pre-Award Costs

To insure the timely start-up or uninterrupted continuation of Subrecipient programs and activities:

- i. With prior written approval from the City, Subrecipient may incur pre-award costs up to ninety (90) days prior to the effective date of the Agreement.
- ii. Pre-award costs incurred by the Subrecipient must be necessary for the effective and economical conduct of the project, and the costs must be otherwise eligible in accordance with federal guidelines and Agreement.

- iii. Any pre-award costs are made at the Subrecipient's risk. The incurring of pre-award costs by the Subrecipient does not impose any obligation on the City to reimburse such costs in the absence of appropriations of federal funds, if an award is not subsequently made, or if an award is made for a lesser amount than the Subrecipient anticipated receiving.

9. Performance Monitoring

- A.** The Subrecipient's performance will be based on adherence to all requirements outlined in this document. Failure to adhere particularly to requirements outlined at PART I (1-6) will be deemed, by the City to be substandard performance by Subrecipient.
- B.** If the issue(s) attributable to the substandard performance is/are not satisfactorily addressed within the timeframe provided by the City, at its discretion the City may recapture any or all remaining funds available to the Subrecipient hereunder. Thereafter, the Subrecipient shall have no right or authority to request additional ESG funds hereunder and the Agreement may be terminated. Notwithstanding the foregoing, Subrecipient shall be subject to the requirements and period of affordability relating to all activities, if any, completed with ESG funds prior to the date of recapture and/or termination of the Agreement.

PART II. TERM AND CONDITIONS

- 1.** The term of this Agreement shall commence on the date when the Agreement is signed by the Mayor of the City of Chattanooga and shall end at the completion of all program activities, but in no event, no earlier than any additional time period during which the Subrecipient remains in control of ESG funds or other assets, including program income generated from ESG funds, or according to PART VII, SUSPENSION AND TERMINATION.
- 2.** The City may, from time to time, request changes in the scope of the Agreement and obligations to be performed hereunder by the Subrecipient. Any such changes that are mutually agreed upon by and between the City and the Subrecipient shall be incorporated herein by written amendment to this Agreement.
- 3.** Upon expiration of the agreement any remaining ESG funds and accounts receivable attributable to the use of ESG funds must be transferred to the City.

4. Rent Limits

ESG funds may only be used for rental housing which adheres to the HUD Income Limits and Fair Market Rents under 570.208(a).

5. Property Standards

- A.** Subrecipient agrees that housing occupied by households assisted with ESG funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of occupancy, except as provided by local code.

- B. Prior to occupancy, a minimum property standards inspection must be performed by a qualified City staff member.

6. Tenant and Participation Protection

Subrecipient will comply with all tenant and participant protections according to 24 CFR 570 Subpart K and Tennessee Landlord-Tenant Laws on all rental properties assisted with ESG funds.

- 7. **Coordination with Other Targeted Homeless Services.** The Subrecipient shall coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR 576.400(b).
- 8. **System and Program Coordination with Mainstream Resources.** The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families may be eligible as set forth at 24 CFR 576.400C
- 9. **Centralized or Coordinated Assessment.** The Subrecipient shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the City. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth at 24 CFR 576.400(d).
- 10. **Client Evaluation.** The Subrecipient shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 576.400(d) and the written standards established under 576.400(e).
- 11. **Re-Evaluations for Rapid Re-Housing Assistance.** The Subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid-re-housing assistance as outlined in 24 CFR 576.401(e).
- 12. **Annual Income.** When determining the annual income of an individual or family, the Subrecipient must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.409 (e).
- 13. **Connecting program Participants to Mainstream and other Resources.** The Subrecipient must assist each program participant, as needed, to obtain appropriate supportive services as outlined in 24 CFR 576.401(e).
- 14. **Terminating Assistance.** If a program participant violates program requirements; the Subrecipient may terminate the assistance in accordance with a formal process established by the

Subrecipient that recognizes the rights of individuals affected. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases as outlined in 24 CFR 576.402.

- 15. Housing Stability Case Management.** The Subrecipient must follow the requirements for housing stability case management outlined in 24 CFR 576.401(e).
- 16. Confidentiality.** The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. The subrecipient shall ensure the confidentiality of client data pertaining to the provision of family violence prevention or treatment services as listed in 24 CFR 576.500(x).
- 17. Minimum Standards for Emergency Shelters.** Any building for which Emergency Solutions Grant funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR 476.403(b)(1-11).
- 18. Minimum Standards for Permanent Housing.** The Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR 576.403 (e)(1-10).
- 19. Participation of Homeless Persons in Policy-Making and Operations.** The Subrecipient understands they are required to involve not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the agency, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant. The Subrecipient also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR 576.405 in accordance with 42 U.S.C. 11365 (d) and 42 U.S.C. 11375 (e)(7).

PART III. PROGRAM INCOME/RECAPTURED FUNDS

1. Program Income

- A.** Unless indicated otherwise, all other income generated from ESG Program activities is considered program income. All program income generated from ESG-assisted projects must be tracked and remitted to the City, at minimum, on a monthly basis.
- B.** If, at any time, the City permits the Subrecipient to retain program income, program income retained by Subrecipient will be expended/disbursed first (prior to making requests for

reimbursements) and will only be expended on eligible ESG activities with pre-approval from the City.

- C. Funds recaptured because housing no longer meets the affordability requirements under 24 CFR 570.503 (b)(3) is program income and subject to the requirements of 24 CFR Part 570.
- D. Subrecipient agrees that any program income (repayment, interest, and other return of ESG funds) will be remitted to the City with support documentation defining the source of the program income under 570.504.
- E. In accordance with 24 CFR 570.503 (b)(7), Subrecipient shall transfer to the City upon expiration of this contract, any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 must either:
 - i. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - ii. Be disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property.
 - iii. In the event that the subrecipient should cease to be a nonprofit entity, liquidate, dissolve, or cease to operate, the subrecipient agrees to assign and transfer to the City of Chattanooga all its rights, title and interest in real property that was purchased and improved using CDBG, HOME Investment Act, and ESG funds.
- F. Any ESG funds invested in housing that is terminated before completion, either voluntarily or otherwise, must be repaid by Subrecipient.

PART IV. OTHER ADMINISTRATIVE PROJECT REQUIREMENTS

1. Financial Management

A. Accounting Standards

- i. The Grantee agrees to comply with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

- i. The Grantee shall administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

- C. The Grantee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source

2. Documentation and Recordkeeping

- A. The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506, Records to be Maintained; (2) adequate documentation to support costs charged to the ESG Program; (3) records detailing procurement procedures followed by Grantee; (4) as required by 24 C.F.R §570.490, for fair housing and equal opportunity purposes, records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project; and (5) any other records as the Department may reasonably require.
- B. All records pertinent to this Agreement and work undertaken as part of the Project/Activity/Program, will be retained by the Grantee for the period required by 2 CFR 200.33, as interpreted by HUD, and applied to the ESG Program through 24 CFR 570.490. Financial records, supporting documents, statistical records, and all other records pertinent to activities under this Agreement must be retained for a period of three years from the date of submission of the final expenditure report for activities. Records for equipment or real property acquired and or improved with Federal funds must be retained for 3 years after final disposition.
- C. Grantee also agrees to comply with the methods for collection, transmission and storage of information as described in 2 C.F.R §200.335.
- D. Records to be Maintained
 - i. The Grantee shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
 - c. Records documenting compliance with the fair housing and equal opportunity components of the ESG program; and
 - d. Financial records as required by 2 CFR 200.
- E. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, signed verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request during the affordability period and for at least seven (7) years following the conclusion of this agreement.
- F. National Objective and Eligibility

The Grantee agrees to maintain documentation demonstrating that the activities carried out with ESG funds provided under this Agreement benefit homeless persons, as defined in 24 CFR Part 576 Subpart B and 24 CFR 576.2.

3. Procurement

- A.** The Grantee will provide to the City, documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.317 through 200.326, with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials. Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of Grantee's employees engaged in the selection, award and administration of contracts.
- i. The Grantee shall provide goods and services in accordance with a written agreement. For Grantees who are administering a portion of a ESG funded program, the any sub-contracts must include at a minimum the following provisions:
 - a. Use of the ESG funds. The Contract must describe the use of the ESG funds, including the tasks to be performed, a schedule for completing the tasks, a budget, and the length of the Contract.
 - b. Program requirements. The Contract must list the requirements applicable to the activities the contractor is administering.
 - c. Duration of the Contract. The Contract must specify the duration of the Contract. Generally, the duration of a contract should not exceed two years.

4. Compliance

In the event of termination for cause as provided in Part VII paragraph 1 or termination for convenience as provided in paragraph 2, a pro-rated portion of program assets (unexpended program income, property, equipment, etc.) attributable to the City's ESG investment shall revert to the City upon termination of this Agreement, as provided in Paragraph 1 or Paragraph 2.

5. OMB Standards

The Grantee shall procure materials in accordance with the requirements of 2 CFR 200.

6. Amendments

The City or Grantee may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Grantee from its obligations under this Agreement.

- 7.** The City shall have no responsibility or liability for the maintenance, operation, or program funding for the Subrecipient.

8. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance as the Subrecipient is an independent contractor.

9. Insurance

A. At no additional cost to the City, the Subrecipient will procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by Subrecipient, its agents, representatives, employees, volunteers, or subcontractors.

B. The Subrecipient, Subcontractors, Consultants or Material Suppliers shall not commence work on the Project prior to providing, to the City's satisfaction, written evidence of conformance with all insurance requirements set forth herein. Insurance shall be placed by the Subrecipient with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

C. Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be changed or canceled unless at least **fifteen (15) days'** written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

i. **Workmen's Compensation Insurance** that shall protect the Subrecipient against all claims under applicable state workmen's compensation laws shall be maintained. The Subrecipient shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Subrecipient shall require all Subcontractors to provide similar Workmen's Compensation Insurance for all Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Subrecipient. The liability limits shall not be less than that required by the statute.

ii. **General Public Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Subrecipient against all claims arising from injuries including death, to members of the Public or damage to property of others arising out of any act or omission of the Subrecipient or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful proposer to defend and indemnify the City of Chattanooga against such claims or suits.

- a. The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Subrecipient shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.
- b. To the extent that the work may require blasting, explosive conditions or underground operation, the **Comprehensive General Public Liability and Property Damage Coverage** shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.
- c. The comprehensive general public liability and property damage coverage shall also protect the Subrecipient against all claims resulting from damage to:
 - 1) Private driveways, walks, shrubbery, and plantings
 - 2) Public utility facilities
 - 3) United States Government monuments
- d. The liability limits shall not be less than:
 - 1) Bodily Injury \$500,000 each person
 \$1,000,000 each occurrence
 - 2) Property Damage \$250,000 each occurrence
 \$500,000 aggregate

iii. **Comprehensive Motor Vehicle Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Subrecipient against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

- a. The liability limits shall not be less than:
 - 1) Bodily Injury \$250,000 each person
 \$500,000 each occurrence
 - 2) Property Damage \$100,000 each occurrence

D. The Subrecipient shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Subrecipient allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Subrecipient with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

E. Adequate insurance coverage shall be maintained by the Subrecipient at all times. Failure to maintain adequate coverage shall not relieve the Subrecipient of any responsibilities or

obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Subrecipient will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

F. All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Subrecipient shall replace such policies with policies meeting his approval.

G. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City, or County standards for licensing, certifications and operations of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this agreement to assure quality of services.

PART V. OTHER REQUIREMENTS

1. Dissolution of Organization

In the event the Subrecipient should cease to be a nonprofit entity, liquidate, dissolve, or cease to operate, the Subrecipient agrees to assign and transfer to the City of Chattanooga all its rights, title and interest in real property that was acquired and / or improved using CDBG, HOME Investment Act, ESG or other grant funds provided by the City.

2. Fair Housing

Subrecipient agrees that it will conduct and administer ESG activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Subrecipient publications and/or advertisements.

3. Section 504 Compliance

No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

4. Non-Discrimination

Subrecipient agrees to comply with 24 CFR Part I and Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982, which provide that no person shall on the ground of race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any

program or activity funded in whole or in part with federal funds made available pursuant to the Act. The Subrecipient agrees to post in a conspicuous place available to employees and applicants for employment or service, notices setting forth the provisions of these non-discrimination clauses.

5. Non-Discrimination and Residential Property

Subrecipient agrees, in accordance with Executive Order 11063, 12259, and 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982, that it will not discriminate based on race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, or marital status in the sale, leasing, rental or other disposition of residential property and related facilities, or in the use of occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

6. Labor Standards General

- A.** Subrecipient agrees that in instances in which there is construction work of over \$2,000 financed in whole or in part with ESG funds under this Agreement, the Subrecipient will adhere to the Davis-Bacon Act and Copeland Anti-Kickback Act (40 U.S.C. 276c), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units.
- B.** The subrecipient agrees that for rehabilitation projects involving eight or more units, all contracts engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

7. Labor Matters

No person employed in the work covered by this contract shall be discharged, or in any way discriminated against, because he or she has filed any complaint or instituted, or caused to be instituted, any proceeding or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

8. Environmental Standards

- A.** Prior to the commitment of funds to an activity, an environmental review must be

conducted on each activity by the CD staff. The Subrecipient agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with the City in complying with the Act and regulations, and that no activities will be undertaken until notified by the City that the activity is in compliance with the Act and regulations. It is the responsibility of the Subrecipient to submit a Request for Environmental Review to the City as soon as possible. The Subrecipient will submit the following to request an environmental review:

- i. Request for Environmental Review Form
- ii. Photos of site/property
- iii. Maps
- iv. Site Plans
- v. Design Drawings

B. The Subrecipient agrees that all activities must be in compliance with the following National Environmental Policy Act (NEPA) laws and authorities.

9. Flood Insurance

Subrecipient agrees that ESG funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain) unless the community is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification and flood insurance is obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

10. Displacement and Relocation

Subrecipient agrees to take all reasonable steps to minimize displacement of persons as a result of ESG assisted activities and will conduct activities assisted with ESG funds in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 24 CFR 576.408.

11. Non-Discrimination in Employment

Subrecipient agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, national origin, or familial status in all phases of employment during the performance of Federal or Federally assisted construction contracts. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.

12. Employment and Business Opportunities

A. Section 3

- i. Subrecipient agrees that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the City, and that contracts for work in connection with the project, be awarded to eligible

business concerns which are located in, or owned in substantial part by persons residing in, the City

- ii. In accordance with 24 CFR Part 135.5 beneficiaries under Section 3 are residents that reside in public housing or individuals residing in the metropolitan area or non-metropolitan county in which the assistance is expended that are low or very low income and fall within 50-80% of the median family income guidelines. The business concerns are businesses that are 51% or more owned by Section 3 residents; or whose full time employees include persons, at least 30% of whom are currently Section 3 residents or can provide evidence of a commitment to subcontract in excess of 25% of the amount awarded to Section 3 business concerns.
- iii. Activities covered under Section 3 include the following projects financed in whole or part using **ESG, HOME Investment Act funding and other competitive grants that include Section 108, EDI/BEDI, HOPWA, Self-Help Homeownership Program, and Continuum of Care Homeless Assistance Programs:**
 - a. **housing rehabilitation** (including reduction and abatement of lead-based paint hazards, but excludes routine maintenance, repair and replacement)
 - b. **housing construction**, (including reconstruction, conversion) or
 - c. **other public construction projects**,(including other buildings or improvements assisted with housing or community development assistance).
 - d. Contracts exclusively for supplies or materials are excluded unless the contract includes installation of materials.
- iv. Section 3 data must be reported quarterly and include the following reporting responsibilities:
 - a. Notifying residents and business concerns about available economic opportunities
 - b. Notifying labor unions and organizations of the contractor's commitments under section 3
 - c. Notifying contractors of their responsibilities and incorporating the Section 3 clause into contracts
 - d. Facilitating training and employment of residents by applying priority preferences at 24 CFR 135.34 (a) (2)
 - e. Awarding contracts to Section 3 Businesses by applying priority preferences at 24 CFR 135.36 (a) (2)
 - f. **Documentation of all actions to comply with Section 3:**
 - 1) Number of contracts awarded
 - 2) Number of contracts awarded to Section 3 business concerns
 - 3) Number of new hires
 - 4) Number of new hires that are Section 3 residents
 - 5) Training provided to Section 3 residents
 - 6) Post notices conspicuously at all section 3-covered work sites describing:

- a) The section 3 preference
- b) The minimum number and job titles subject to hire
- c) Apprenticeship and training positions available; the qualifications for each; and the name and location of the person taking applications
- d) The anticipated start date of the work

13. Lead-Based Paint

Subrecipient agrees to comply with the Lead Based Paint Poisoning Prevention Act's prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 92.355 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

Debarred, Suspended, or Ineligible Contractor

Subrecipient agrees to comply with 24 CFR part 24 with regard to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status.

14. Drug Free Workplace

In accordance with 24 CFR part 24, subpart A, Subrecipient agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession, or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

15. Infrastructure Improvement Projects

- A.** The responsibility for the design and construction of any infrastructure improvement, i.e., sidewalks, curb and gutter, trees, lighting, street rehabilitation, new streets, sanitary sewers, storm drainage, etc. lies with the Department of Public Works, City of Chattanooga.
- B.** Subrecipient must adhere to all parties and policies of the Department of Public Works and coordinate infrastructure improvement projects with the department to be approved for reimbursement of all project costs.

16. Publicity

The Subrecipient shall acknowledge the contribution of the ESG Program in all published literature, brochures, program, flyers, etc, during the term of the Agreement. Any publicity generated by the Subrecipient for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the

City of Chattanooga in making the project possible. The words "City of Chattanooga's Department Economic and Community Development; Andy Berke, Mayor" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

17. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if the Subrecipient fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the Suspension and Termination provisions of PART VII. For purposes of this Agreement, timely expenditure of funds means the Subrecipient shall expend or obligate by contract, as applicable, funds as specified in the approved timetable in PART I, Sections 4 and 5.

18. Compliance with Laws

The Subrecipient shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

19. Assignability

The Subrecipient shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the City.

20. Equal Employment Opportunity

The Subrecipient agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

21. Affirmative Action

- A.** The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. The Subrecipient will take affirmative action to insure that applicants are reviewed fairly, and that all employees are treated equally and without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- B.** The Subrecipient agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with ESG activities and to comply with the City's

Minority and Women Owned Business Outreach Plan.

- C. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

22. Religious Organizations

As provided by 24 CFR 92.257:

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the ESG program. Neither the federal government nor a state or local government receiving funds under ESG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- C. A religious organization that participates in the ESG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ESG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. ESG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds in this part. Sanctuaries, chapels, or

other rooms that a ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for ESG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

23. Consultant Activities

In accordance with 2 CFR 200.459, no person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with ESG funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

24. Hatch Act

A. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

i. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 a 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 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 Federal 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (i) 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; and

- d. Lobby Certification -This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. Mandatory Disclosures

As required by 2 C.F.R. §200.113, Grantee must immediately disclose, to the Department, or to HUD or other appropriate authorities (with a copy to the Department), all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the use of ESG funds provided under this contract.

PART VI. REPORTING AND MONITORING REQUIREMENTS

1. In order to document the homeless benefit required in 24 CFR 576.2, Subrecipient shall maintain records that document all clients served by the Subrecipient with ESG funds. In addition to records that document the number of clients served, the Subrecipient shall also document each client's race, family size, annual household income, and whether or not the family is female-headed. The Subrecipient agrees to keep records, which appropriately document its compliance with the requirements of this agreement and with 24 CFR part 570.490.
2. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient after being notified by the City, contract termination and all funding may end, and the subrecipient may be required to relinquish any unused funds.
3. The City will perform a formal monitoring of the Subrecipient, at minimum, one time during the term of this contract. If Subrecipient's project/activity is on-going for more than one year, Subrecipient will be monitored annually. Areas of concentration will include, but not be limited to:
 - A. Programmatic performance
 - B. Financial management and accountability
 - C. Project management and progress
 - D. Organizational on-going capacity
4. Subrecipient shall prepare and submit reports relative to this project to the City at the City's request. Grantee shall prepare and submit status reports regarding the activities and overall progress of funding to the City of Chattanooga's Department of Economic and Community Development, at minimum, on a quarterly basis in the format prescribed by the City. Status reports must be submitted by the 15th day following the end of the quarter. For the City of

Chattanooga those dates are October 15, January 15, April 15 and July 15. **Requests for payments or reimbursements will not be processed if the grantee is delinquent in the submittal of these reports. All reports shall be submitted to your City grant contact and copied to:**

**Regina Partap
City of Chattanooga
Department of Economic & Community Development
101 E 11th Street, Suite 200
Chattanooga, TN 37402
partap_r@chattanooga.gov**

5. **Activities funded under this Agreement must comply with HUD's standards on participation, data collection, and reporting under the local HMIS. The Chattanooga Regional Homeless Coalition will review the HMIS and provide ESG participants with reports to monitor data collection so that sufficient demographic and client service data is collected by ESG participant agencies and input into the HMIS. ESG participants are responsible for the collection and maintenance of client data and files. ESG grantees agencies are also responsible for the validity and accuracy of the HMIS data. ESG grantees also responsibility for making necessary corrections to any missing or inaccurate HMIS data. Data collected by Subrecipient will meet all HUD data requirements and standards for HMIS as provided in HUD HMIS manuals and guidance. The Chattanooga Regional Homeless will assist City of Chattanooga ESG Subrecipients so they may adhere to all applicable regulations and provides the appropriate data and supporting documentation for accurate HMIS reporting. Subrecipient will review, update and correct required HMIS data elements.**
6. Subrecipient shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices, which sufficiently and properly reflect all expenditures of funds provided by the City under this Agreement.
7. Subrecipient shall make all records for this project available to the City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.
8. The City, HUD, and/or the Comptroller General of the United States, or their duly authorized representatives, may audit all financial and related records (including digital) associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Subrecipient. The City may further audit any contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.
9. ***Sub-Agreements and Contracts***
 - A. The Subrecipient must select contractors through applicable procurement procedures and requirements. The contractor must provide goods and services in accordance with a written

agreement Grantee will provide to the City, documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.317 through 200.326, with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials. Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of Grantee's employees engaged in the selection, award and administration of contracts.

- B.** The obligations of this Agreement shall be explicitly included in any subcontracts or agreements formed between the Grantee and any subrecipients supplying services to the extent that those subcontracts or agreements relate to fulfillment of the Subrecipient's obligations to the City.
- C.** Conditions for religious organizations: Where applicable, the agreement must include the conditions prescribed in 570.200 (f) and § 5.109 of the Act for the use of ESG funds by religious organizations.

10. On-site Inspections

The City must perform on-site inspections of ESG-assisted rental housing to determine compliance with the property standards of § 92.251 and to verify the information submitted by the owners in accordance with the requirements of 570.208 (a).

11. Conflict of Interest and Audit Requirements

A. Conflict of Interest

The Grantee will comply with the conflict of interest prohibitions set forth for the ESG program at 24 C.F.R. 570.489, 2 C.F.R. 200.318, and Grantee's written standards of conduct covering conflicts of interest submitted to the Department, as required by 2.05 of this contract. In the event prohibited conflicts of interest arise, Grantee must inform the Department of such conflicts of interest. Exceptions to the prohibition may be granted, on a case-by-case basis, by the Department.

B. Audit Requirements

- i. The Grantee that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and 2 CRF 200.501. The appropriate CFDA number must be used in the Schedule of Expenditures of Federal Awards, 14.218 for ESG.
- ii. Audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this

contract. Generally Accepted Government Auditing Standards (GAGAS) must be followed.

- iii. Grantee is required by 2 C.F.R 200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse (“FAC”) within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.
- iv. The City, HUD, and/or the Comptroller General of the United States, or their duly authorized representatives, may audit all financial and related records (including digital) associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Grantee. The City may further audit any contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.
- v. All Grantee records with respect to any matters covered by this Agreement will be made available to the Local Government, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- vi. The Grantee is responsible for follow-up and corrective action on all audit findings. At the completion of the audit, the auditee shall prepare a corrective action plan to address each audit finding included in the current year auditor’s report. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. Upon completion of the audit each grantee must also complete the following:
 - a. Submit a copy of the single audit to the Department of Economic and Community Development; or
 - b. If there were no Single Audit findings or questioned costs, the entity may provide written notification to the Department that an audit was conducted in accordance with Super Circular requirements (2 CFR 200) which were previously identified under A-133 (including the period covered by the audit, the name, amount and CDFA number of awards from the Department). A statement must be included stating that there were no current or continuing prior year findings or questioned costs.
 - c. Submit to the Federal Clearinghouse in accordance with Super Circular requirements (2 CFR 200.512) which were previously identified under A-133, one copy of a signed data collection form (SF- SAC), and one copy of the reporting package for the clearinghouse to retain as an archival copy, and one copy for each federal awarding agency when the schedule of findings and questioned costs disclosed audit findings relating to federal awards that the federal awarding agency provided directly to the entity. (Awards from the Department come to the Grantee as pass- through awards, not directly from the United States Department of Housing and Urban Development).
- vii. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Close-out requirements shall include, but are not limited to: submitting IDIS

Completion Forms, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Subrecipient), and determining the custodianship of records.

PART VII. SUSPENSION AND TERMINATION

1. The Subrecipient agrees that if it materially fails to comply with any term of this Agreement, including the timely completion of activities as described in the timetable contained in the Statement of Work at Part I, or the provisions of Part I, the City may temporarily withhold cash payments pending correction of the deficiency, or wholly or partly suspend or terminate the current award for the Subrecipient's program.
2. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City, in addition to any other remedies it may have at law or equity, may withhold any payments to the Subrecipient for the purposes of set off until such time as the exact amount of damages is determined.
3. In the best interest of the program and in order to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement for convenience, upon giving thirty (30) days' notice in writing of its intent to terminate, stating its reasons for doing so. In the event City terminates the Agreement, City shall pay Subrecipient for documented committed eligible costs.
4. Notwithstanding any termination or suspension of this Agreement, Subrecipient shall not be relieved of any duties or obligations imposed on it under any Parts of this Agreement with respect to ESG funds previously disbursed or income derived therefrom.

PART VIII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CITY:

Donna C. Williams, Administrator
Department of Economic and Community Development
101 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402

FOR SUBRECIPIENT:

Mayor Jim Copping

Hamilton County Government
208 Hamilton County Courthouse
Chattanooga, TN 37402

PART IX. INDEMNIFICATION CLAUSE

The Subrecipient will at all times hereafter indemnify and hold harmless, the City, its officers, agents, and employees, against any and all claims, losses, liabilities, for disallowed costs or non-complying expenditures of ESG funds, determined by HUD audit to have been caused by Subrecipient 's breach of terms of this Agreement. Subrecipient will at all times hereafter during the term of this Agreement carry liability insurance with limits of liability not less than those set forth in the Tennessee Governmental Tort Liability Act, as amended, insuring Subrecipient against any and all claims, losses, liabilities or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement; provided however, that such insurance shall extend coverage only to claims, suits or damages based upon tort.

PART X. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document except as provided in Part XI. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

PART XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

PART XII. TIME IS OF THE ESSENCE

Time is of the essence in the performance of the terms, covenants and conditions of this Agreement.

PART XIII. MISCELLANEOUS PROVISIONS

1. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the right of the parties to enforce any of the provision of this Agreement at any time.

2. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or changes in regulations.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action or proceeding arising under this Agreement shall be brought in either the courts of the State of Tennessee in Chattanooga, Tennessee or it shall be brought in a United States District Court for the Eastern District of Tennessee, Southern Division, whichever is applicable.
4. This Agreement shall be binding upon and shall inure to the benefit of the Subrecipient and the City and to their respective successors and assigns.
5. This Agreement forms the entire agreement between the City and the Subrecipient. Any prior representations, promises, agreements, or otherwise, between the parties, which are not embodied in this writing, will be of no force and effect.
6. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.

In witness whereof, the parties hereto have made and executed this Agreement on the respective dates under each signature: THE CITY OF CHATTANOOGA, TENNESSEE, through its City Council, signing by and through its Mayor, authorized to execute same by Council action on the 10TH day of May, 2016 and HAMILTON COUNTY GOVERNMENT, signing by and through its MAYOR duly authorized to execute the same.

City:
CITY OF CHATTANOOGA, TN

Andy Berke, Mayor

Date

AGREEMENT between THE CITY OF CHATTANOOGA, TENNESSEE AND HAMILTON COUNTY GOVERNMENT IN THE AMOUNT OF \$30,000 PROVIDING FOR FUNDING OF ESG PROJECTS.

Subrecipient:

WITNESS:

Signature

Jim Coppinger, County Mayor

Print name and Title

Date



Hamilton County Board of Commissioners RESOLUTION

No. 716-17

A RESOLUTION ACCEPTING THE BID OF SEQUATCHIE CONCRETE SERVICE, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 7, 2016, THROUGH JULY 6, 2017, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR, FOR CONCRETE BLOCKS, MASONRY SAND AND MORTAR FOR THE MAINTENANCE 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, with the option to renew for one (1) additional one year term, for concrete blocks, masonry sand and mortar for the Maintenance Department; and,

WHEREAS, the bid from Sequatchie Concrete Service, Inc. was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Sequatchie Concrete Service, Inc. for one (1) year contract pricing, beginning July 7, 2016, through July 6, 2017, with the option to renew for one (1) additional year, for concrete blocks, masonry sand and mortar for the Maintenance 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 6, 2016

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for contract unit pricing for concrete blocks, masonry sand and mortar for one (1) year, with the mutually agreeable option to renew for one (1) additional year for Hamilton County Departments. All prices must remain fixed during the contract period. Materials will be purchased for different projects on multiple purchase orders throughout the term of the contract.

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 7, 2016 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#0516-164: Concrete Blocks". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0516-164: Concrete Blocks from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Bid price to include delivery to job sites, except for masonry sand (Maintenance Department will pickup and deliver to job sites).

Questions concerning product specifications should be directed to Andrea Wright, (423) 209-7703.

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

INSURANCE REQUIREMENTS

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

ATTACHMENTS

- Hamilton County General Terms & Conditions

PRICING SHEET

12" x 8" x 16" Common	\$ _____
8" x 8" x 16" Common	\$ _____
12" x 8" x 16" Split Face	\$ _____
8" x 8" x 16" Split Face	\$ _____
12" x 8" x 16" U-Blocks – Bond Beams	\$ _____
8" x 8" x 16" U-Blocks – Bond Beams	\$ _____
8" x 8" x 16" U-Split	\$ _____
12" x 8" x 16" U-Split	\$ _____
4" x 8" x 16" L/W Blocks	\$ _____
8" x 8" x 16" Double Corners	\$ _____
8" x 8" x 8" Half Blocks	\$ _____
Lentel Blocks:	
56"	\$ _____
68"	\$ _____
88"	\$ _____
Masonry Sand (Dept. will pick up)	\$ _____
Mortar Mix: Type N (Reg. Mortar)	\$ _____
Mortar Mix: Type S (More Cement)	\$ _____
Fire Rated – 4 Hours	
8" x 8" x 16"	\$ _____
12" x 8" x 16"	\$ _____

Bid#0516-164 Concrete Blocks Contract
Hamilton County, Tennessee

Company Name: _____

By: _____

Phone: _____ **Fax:** _____

Email: _____

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all provisions of this RFP and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. Hamilton County's Disadvantaged Business Enterprise guidelines;
7. the Drug Free Workplace statement;
8. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
9. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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Solicitation - Log

5/25/2016 8:54 AM Eastern

Solicitation Title: Concrete Blocks Contract
 Number: 0516-164
 Bids Due: 6/07/2016 10:30:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
5/25/2016 8:52:44AM	Eastern	Linda Chumbler	0516-164 - Concrete Blocks Contract	Invitation	Please click on the above solicitation number to access bid documents.	97	3

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Please run the attached ad on May 25, 2016, in the legal notices.

LEGAL NOTICE

Bids for contract pricing for Concrete Blocks, Masonry Sand and Mortar Mix will be opened at 10:30 A.M. (ET) on June 7, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Concrete Blocks Contract
June 7, 2016

Maintenance Dept.
10:30 A.M.

Vendors:	Sequatchie
	Concrete
	Service, Inc.
	(HC)
12"x8"x16" Common	\$1.94
8"x8"x16" Common	\$1.42
12"X8"x16" Split Face	\$2.25
8"x8"x16" Split Face	\$1.85
12"x8"x16" U Blocks	\$2.57
8"x8"x16" U Blocks	\$2.05
8"x8"x16" U Split	\$2.35
12"x8"x16" U Split	\$2.75
4"x8"x16" L/W Blocks	\$1.10
8"x8"x16" Double Corners	\$1.78
8"X8"X8" Half Blocks	\$1.37
56" Lentel Blocks	\$40.06
68" Lentel Blocks	N/B
88" Lentel Blocks	N/B
Masonry Sand	\$24.00
Motar Mix: Type N	\$9.05
Motal Mix: Type S	\$9.50
8"X8"X16" Fire Rated - 4 Hours	\$2.31
12"X8"X16" Fire Rated- 4 Hours	\$2.73

Request for Bids:	
Newspaper Ad:	5/25/2016
Vendor Notification:	97
Vendor Response:	1
Budgeted:	Various



Hamilton County Board of Commissioners RESOLUTION

No. 716-18

A RESOLUTION ACCEPTING THE BID OF CARGILL INCORPORATED DEICING TECHNOLOGY BUSINESS FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING AUGUST 5, 2016 THROUGH AUGUST 4, 2017, FOR HIGHWAY BULK DE-ICING SALT 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 highway bulk de-icing salt for the Highway Department; and,

WHEREAS, the bid of Cargill Incorporated Deicing Technology Business amounting to \$79.47 per ton for pickup at terminal or \$99.47 per ton for delivered salt was considered to be the best bid received; and,

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

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

That the bid of Cargill Incorporated Deicing Technology Business for one (1) year contract pricing, beginning August 5, 2016 through August 4, 2017, for highway bulk de-icing salt for the Highway Department is hereby accepted, said bid being the 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 6, 2016

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for Highway Bulk Deicing Salt. The purpose of this bid is to establish a contract price that will be good for a one (1) year period from time bid is awarded. Salt will be ordered on an as needed basis.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on June 9, 2016 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#0516-166: Highway Bulk De-Icing Salt". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Delivery/Mailing Instructions

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0516-166: Highway Bulk Deicing Salt from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

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

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

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

Contacts:

Questions concerning product specifications should be directed to Mr. Ben Wilson, Highway Department, at (423) 855-6100.

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

Minimum Limits of Insurance

Vendor must show proof of Minimum Insurance Requirements for delivered materials.

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

Specifications:

The salt shall conform on the requirements of ASTM D 632 for Sodium Chloride, Type 1, Grade 1, unless otherwise specified.

The graduation shall be as follows:

<u>Sieve Size</u>	<u>Weight Passing</u>
1/2"	100%
3/8"	95-100%
No. 4	20-90%
No. 8	10-60%
No. 30	0-15%

- The salt shall be treated with an anti-caking agent.
- In compliance with Tennessee Code Annotated 47-26-803, all salt deliveries shall be accurately weighed by a certified license public weigher and weight ticket is to be provided with each delivery.
- Contracted Vendor(s) must check with the Hamilton County Highway Department Director and receive approval prior to distribution of any product being manufactured outside the United States to Hamilton County Highway Department.

Bid#: 0516-166 Highway Bulk De-Icing Salt
Hamilton County, TN

Pricing Sheet:

To be picked up by Hamilton County trucks at local landing or nearest terminal.

Pricing

Estimated usage: 600 tons Per ton: \$_____.

Terminal Location: _____.

Alternate Bid Pricing:

**Salt delivered to Hamilton County Highway Department at 7625 Standifer Gap Road,
Chattanooga, Tennessee 37421.**

Estimated usage: 600 tons Per ton: \$_____.

Company Name: _____.

By: _____ Phone: _____.

Email Address: _____.

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all provisions of this RFP and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. Hamilton County's Disadvantaged Business Enterprise guidelines;
7. the Drug Free Workplace statement;
8. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
9. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



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Solicitation - Log

5/27/2016 7:52 AM Eastern

Solicitation Title: Highway Bulk De-Icing Salt
 Number: 0516-166
 Bids Due: 6/09/2016 11:00:00 AM Eastern
 Status: Open

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

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
5/27/2016 7:52:17AM	Eastern	Linda Chumbler	0516-166 - Highway Bulk De-Icing Salt	Invitation	Please click on the above solicitation number to access bid documents.	33	0

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Please run the attached ad on May 27, 2016, in the legal notices.

LEGAL NOTICE

Bids for contract pricing for Bulk De-Icing Salt will be opened at 11:00 A.M. (ET) on June 9, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing

LEGAL NOTICE

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Gail B. Roppo
Director of Purchasing

Bulk Salt Contract
June 9, 2016

Highway Department
11:00 A.M.

Vendors:	Cargill	Compass	Morton
	Incorporated	Minerals	Salt, Inc.
		America Inc.	
Price per Ton (pickup):	\$79.47	\$90.00	\$99.00
	Knoxville Terminal	Charleston TN	Knoxville TN
Price per Ton (delivered):	\$99.47	\$95.14	\$99.79
Delivery:	3-5 wk days	7-10 wk days	1-5 days ARO
Terms:	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	5/27/2016
Vendor Notification:	33
Vendor Response:	3
Budgeted:	Operating