

Hamilton County Board of County Commissioners

AGENDA

January 21, 2015

ROLL CALL

INVOCATION - Commissioner Mackey

PLEDGE TO THE FLAG - Commissioner Mackey

- Minutes Recessed Meeting - December 31, 2014
- Minutes Agenda Session - December 31, 2014
- Minutes Regular Meeting - January 7, 2015
- Report Order of Designation - Planning Commission - Todd Leamon - January 12, 2015
- Res. No. 115-22 A Resolution to approve and accept applications for notary public positions and oath of Deputy Sheriff.
- Res. No. 115-23 A Resolution confirming the reappointment by the County Mayor of one member to the Chattanooga-Hamilton County Hospital Authority Board of Trustees for a term ending October 31, 2017.
- Res. No. 115-24 A Resolution confirming the reappointment by the County Mayor of one member to the Carter Street Corporation Board of Directors for a term ending January 5, 2019.
- Res. No. 115-25A A Resolution Granting a Special Permit for a Planned Unit Development at 8246 Roy Lane.
- Res. No. 115-25B A Resolution Granting a Special Permit for a Planned Unit Development at 8246 Roy Lane.
- Res. No. 115-26 A Resolution to Rezone from M-1 Industrial District, A-1 Agricultural District and R-5 Single Wide Manufactured Home District to R-1 Single Family Residential District, properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road.
- Res. No. 115-27 A Resolution granting a Special Exceptions Permit for a Residential Planned Unit Development on properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road.
- Res. No. 115-28 A Resolution Granting the Abandonment of an Unnamed Right-Of-Way off of the 6200 block of Ooltewah-Georgetown Road.
- Res. No. 115-29 A Resolution to Amend the Hamilton County Zoning Regulations, Article V General Provisions Section 105(3)(b) to clarify the "effective date" mentioned in the text.
- Res. No. 115-30 A Resolution to accept a continuation contract between the Sheriff's Office and the Hamilton County Department of Education to provide two (2) school resource officers for two years, between July 1, 2014 and June 30, 2016 and to amend the Sheriff's budget.
- Res. No. 115-31 A Resolution authorizing the County Mayor to apply for a clean energy grant sponsored by the Tennessee Department of Environment and Conservation that will pay half the cost of a lighting system upgrade in the courts building that is estimated to cost \$401,056.
- Res. No. 115-32 A Resolution authorizing the County Mayor to sign a continuation contract with the Tennessee Department of Health and Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, for the fiscal year 2015-2018 contract period, in an amount not to exceed \$39,300 (\$13,100 per year) to provide case management services in accordance with the Department of Health Prevention of Childhood Lead Poisoning Program guidelines.
- Res. No. 115-33 A Resolution authorizing the County Mayor to renew the agreement with the State of Tennessee on behalf of the Tennessee Bureau of Investigation for Hamilton County Information Technology Services and Hamilton County Geographic Information Systems to provide professional services throughout calendar year 2015 in support and development of software for the Tennessee Bureau of Investigation not to exceed \$155,000.
- Res. No. 115-34 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of December 1, 2014, through December 31, 2014, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 115-35 A Resolution (1) Establishing the minimum bid amount for certain parcels of property acquired by Hamilton County through previous delinquent tax sales, (2) Authorizing the offer of said parcels for sale at that minimum bid amount, and (3) Authorizing certain said parcels to be offered for sale for an amount less than the total amount of taxes, penalty, cost and interest accumulated against the property.
- Res. No. 115-36 A Resolution authorizing the County Mayor to execute all documents necessary to convey to the City of Chattanooga Hamilton County's interest in property jointly owned by the City and County.
- Res. No. 115-36A A Resolution authorizing the County Mayor to execute all documents necessary to convey to the City of Chattanooga Hamilton County's interest in property jointly owned by the City and County.
- Res. No. 115-37 A Resolution for Waldens Ridge Emergency Services to sell a 1971 Custom Seagrave Pumper which is co-titled with Hamilton County Government and authorizing the County Mayor to sign any documents necessary to implement this Resolution.
- Res. No. 115-38 A Resolution for Waldens Ridge Emergency Services to sell a 1980 FMC/Ford Pumper which is co-titled with Hamilton County Government and authorizing the County Mayor to sign any documents necessary to implement this Resolution.
- Res. No. 115-39 A Resolution authorizing the County Mayor to execute a contract with the Department of Military of the Tennessee Emergency Management Agency for a 2015 Homeland Security Grant with a period of 09/01/2014 through 04/30/2016 and amending the budget of the Emergency Services Department by adding \$ 170,836.20 to revenues and expenditures.
- Res. No. 115-40A A Resolution authorizing the issuance of a request for bids for the purchase of chairs for the General Sessions and Criminal Courts of Hamilton County, Tennessee, and appropriating funds necessary for said purchase.

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
DECEMBER 31, 2014**

STATE OF TENNESSEE)	Recessed Meeting
COUNTY OF HAMILTON)	December 31, 2014

BE IT REMEMBERED, that on this 31st day of December, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

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

Commissioner Fairbanks introduced his pastor, Calvin Nunley of Christ Family Church for the invocation. Commissioner Fairbanks led in the pledge to the flag.

RESOLUTION NO. 1214-9 A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN HAMILTON COUNTY AND VOLKSWAGEN GROUP OF AMERICA, INC. FOR AN OFFICE COMPLEX LOCATED AT 7000

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
DECEMBER 31, 2014**

**DISCOVERY DRIVE, CHATTANOOGA, TENNESSEE, AND AUTHORIZING
THE COUNTY MAYOR TO EXECUTE ANY AND ALL DOCUMENTS
NECESSARY TO EFFECTUATE SAID LEASE.**

Chairman Fields indicated this item had not been before a committee and was placed on the agenda at the request of Mayor Coppinger.

Mayor Coppinger indicated he had requested consideration of this item today due to the time sensitivity. He indicated Volkswagen wishes to move into the building on January 5th.

Mayor Coppinger explained that this was a 30,000 square foot building in the Enterprise South Industrial Park formerly occupied by the Eastside Utility District and owned by Hamilton County. Volkswagen had leased the building previously during construction of their facility, but it had been unoccupied for a period of time. During the time when the building remained empty it was vandalized. Volkswagen wished to again lease the building during the expansion of their existing automobile assembly plant. The lease terms would be \$5.00 per square foot for three years with two one-year extension opportunities. The potential period of occupancy would be five years. In addition, Volkswagen would spend approximately one million dollars in repairs and renovations to the building.

**RECESSED MEETING
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ON MOTION of Commissioner Bankston, seconded by Commissioner Beck, to adopt Resolution No. 1214-9.

Mayor Coppinger and County Attorney Taylor responded to questions from Commissioners regarding the lease agreement terms as well as future plans for the sale of this property once the lease expires.

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

Commissioner Haynes asked for clarification from Attorney Taylor as to procedures to remove an item from the table. Attorney Taylor indicated it required a motion and second and six favorable votes to remove an item from the table.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
DECEMBER 31, 2014**

ON MOTION of Commissioner Haynes, seconded by Commissioner Fairbanks, to remove Resolution No. 1114-9 from the table.

(For the record the item tabled was 1114-9A. No action was taken on Resolution 1114-9.)

Chairman Fields indicated he did not have this resolution in front of him, but it was placed on the table at the November 19, 2014 meeting and pertained to office furnishings for the Criminal Courts.

The foregoing Motion to take Resolution No. 1114-9 (1114-9A) from the table failed on a Roll Call vote with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Nay"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Nay"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Nay"; Commissioner Smedley, "Aye"; and Chairman Fields, "Nay." Total "Aye" votes – 5. Total "Nay" votes – 4. Total present – 9. Total absent – 0.

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

 WFK
Date Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
DECEMBER 31, 2014**

STATE OF TENNESSEE) Agenda Preparation Session
COUNTY OF HAMILTON) December 31, 2014

BE IT REMEMBERED, that on this 31st day of December, 2014, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, Chairman. Deputy County Clerk Michael Clark called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. 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.

PRESENTATION

Commissioner Fairbanks presented a Certificate for Outstanding Community Service to Madison Cravey, a student at Daisy Elementary School. He read from a News Channel 9 story where Madison had been chosen as a Pay It Forward recipient for her exceptional acts of kindness. Additionally, Madison's father who was on leave from military service in Afghanistan was thanked with a standing ovation.

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Also present in the audience to celebrate Madison's recognition were City of Soddy Daisy Mayor Rick Nunley, Commissioner Patti Skates, and Daisy Elementary principal Samantha Walter. Principal Walter expressed her appreciation to Madison.

Members of the Commission shook hands with and personally congratulated Madison and her family members.

COMMITTEE ASSIGNMENTS

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

- Resolution No. 115-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Criminal Court Clerk reports for September and October 2014 would be submitted for the record.
- An Order of Designation for Todd Leamon to serve on the Planning Commission at the December 8, 2014 meeting would be submitted for the record.
- The Trustee's Excess Fee Report and Monthly Report for November 2014 would be submitted for the record
- for the month of March 2014 would be submitted as a matter of record.
- An order appointing Floyd D. Ferrell to the Savannah Valley Utility District Board of Commissioners would be submitted for the record.
- Resolutions No. 115-2 and 115-3 were assigned to the Zoning Committee, chaired by Commissioner Bankston.
- Resolutions No. 115-12, 13 and 14 were assigned to the Roads Committee, chaired by Commissioner Haynes.
- Resolutions No. 115-4 through 115-11 and 115-15 through 115-20 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 115-21 was heard by a Committee of the Whole.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 115-21

Chairman Fields indicated Walden's Ridge Emergency Services handles emergency service to the entire incorporated area of Signal Mountain as well as an area along Suck Creek Road. Two fire engines used by this group are over twenty years old and in poor working condition. He explained that this expenditure from his district discretionary funds would be used to assist in the purchase of replacement equipment. There were no questions regarding the resolution.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

All members of the Commission, Mayor Coppinger and Attorney Taylor wished citizens a safe and Happy New Year.

Commissioner Haynes invited participation this evening in the Karen Lawrence Run for the Ronald McDonald House Charities. Registration is at 6 pm and the run would begin at 7 pm.

Commissioner Graham reported his daughter attended her first high school dance recently and he was not permitted to attend. He also reported the birth of his first granddaughter, Kinsley Paige Graham, who was born in the early morning of December 26. He urged everyone to usher in the New Year with their family and loved ones.

Commissioner Bankston recognized his wife in the audience and thanked her for her attendance.

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Commissioner Fairbanks thanked his daughter in the audience for her attendance.

Commissioner Beck congratulated Commissioner Graham and welcomed him into the crazy grandparents club where he would find himself bragging about his grandchildren and indulging them completely.

Mayor Coppinger expressed his thanks to Soddy Daisy Mayor Nunley and Commissioner Skates for their excellence in leading that City. He also congratulated them for their stewardship in acquiring land known locally as the Big Soddy Creek Gulf. This land would be held in trust as a wilderness area for the benefit of the citizens of the community.

Chairman Fields also recognized his wife in the audience and expressed appreciation for her attendance.

DELEGATIONS

Chairman Fields asked if there were delegations to speak on any matters other than zoning.

Sheriff Jim Hammond asked to make a presentation.

PRESENTATION – SHERIFF JIM HAMMOND

Sheriff Hammond showed a brief video demonstrating the need for SUVs being requested in Resolution No. 115-7 due to the large amount of equipment to be carried by officers on patrol. He indicated he would be speaking to the Finance Committee

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AGENDA PREPARATION SESSION
DECEMBER 31, 2014**

following the agenda session regarding the item but had wanted to demonstrate the need before the full Commission.

Chairman Fields indicated committees would meet immediately following adjournment. There were no further delegations.

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, January 7, 2015, at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:



Date

Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JANUARY 7, 2015**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) January 7, 2015

BE IT REMEMBERED, that on this 7th day of January, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

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Commissioner Mackey introduced Pastor Fletcher Farris, Community Missionary Baptist Church, who gave the invocation. Commissioner Mackey led in the pledge to the flag

APPROVAL OF MINUTES

ON MOTION of Commissioner Boyd, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of November 26, 2014, the Agenda Preparation Session of November 26, 2014, the Regular Meeting of December 3, 2014, the Recessed Meeting of December 10, 2014, the Recessed Meeting of December 17, 2014, the Recessed Meeting of December 24, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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REGULAR MEETING
JANUARY 7, 2015**

TRUSTEE'S EXCESS FEE REPORT

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

TRUSTEE'S MONTHLY REPORT

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

ORDER OF APPOINTMENT

County Mayor Coppinger submitted for the record an Order appointing Floyd D. Ferrell to the Savannah Valley Utility District Board of Commissioners to serve a four-year term expiring December 15, 2018.

CRIMINAL COURT CLERK REPORT

The Criminal Court Clerk Report the months of September 2014 and October 2014 were submitted and made a matter of record.

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REGULAR MEETING
JANUARY 7, 2015**

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 December 8, 2014.

**RESOLUTION NO. 115-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS.**

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Haynes, to adopt Resolution No. 115-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields asked that Resolution No. 115-21 be heard at this time.

**RESOLUTION NO. 115-21 A RESOLUTION APPROVING THE EXPENDITURE OF
FIFTY THOUSAND DOLLARS (\$50,000.00) IN DISCRETIONARY FUNDS (AS**

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**ALLOTTED TO DISTRICT TWO) TOWARD THE PURCHASE OF A FIRE ENGINE
FOR WALDEN RIDGE EMERGENCY SERVICES.**

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

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 115-21. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields asked that Resolutions No. 115-2 and 115-3 be considered together at this time.

**RESOLUTION NO. 115-2 A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT, PART
OF PROPERTIES LOCATED AT 4821 PATTENTOWN ROAD AND 4906 BOBBY
JEFFERY DRIVE.**

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**RESOLUTION NO. 115-3 A RESOLUTION TO AMEND THE HAMILTON COUNTY
ZONING REGULATIONS BY ADDING SECTION 107 TO ARTICLE III IN ORDER TO
DEFINE VESTED RIGHTS IN THE CONTEXT OF DEVELOPMENT PLANS.**

Commissioner Haynes provided details regarding Resolutions No. 115-2 and 115-3 and stated that the Zoning Committee reviewed and recommended approval. He noted that although the Regional Planning Agency (RPA) staff originally recommended denial, the Planning Commission had approved the request.

Upon request by Commissioner Haynes, RPA Executive Director John Bridger provided additional details regarding the request.

Attorney Taylor indicated he had reviewed and approved of the vested property rights outlined in Resolution No. 115-3.

ON MOTION of Commissioner Haynes, seconded by Commissioner Beck, to adopt Resolution No. 115-2 and 115-3.

Commissioner Mackey asked Mr. Bridger whether he believed it was becoming easier or more difficult for developers to develop large properties in Hamilton County.

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Mr. Bridger responded that it depended on the specific project and location under consideration. He noted that with fewer large properties available, it may make accessible locations more limited for developers to choose from. He also stated that RPA staff meets with applicants in advance of the Commission taking action.

Commissioner Bankston asked if there was any opposition present to these items. There was none.

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

Chairman Fields asked that Resolutions No. 115-4 through 115-11 and 115-15 through 115-20 be considered together at this time.

RESOLUTION NO. 115-4 A RESOLUTION ACCEPTING THE BID OF CHRYSLER DODGE JEEP RAM OF COLUMBIA FOR TWO (2) CREW CAB PICKUP TRUCKS AMOUNTING TO \$48,624.00 FOR THE SHERIFF'S DEPARTMENT AND

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AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 115-5 A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR ONE (1) PRISONER TRANSPORT/CARGO VAN AMOUNTING TO \$26,520.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 115-6 A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW CHEVROLET FOR MODEL YEAR CONTRACT UNIT PRICING FOR MARKED POLICE PURSUIT SEDANS FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 115-7 A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR MODEL YEAR CONTRACT UNIT PRICING FOR FLEET POLICE PURSUIT UTILITY VEHICLES FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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RESOLUTION NO. 115-8 A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR ONE (1) 4X2 UTILITY VEHICLE FOR THE HAMILTON COUNTY TRUSTEE'S OFFICE AMOUNTING TO \$19,116.00 AND TO AMEND THE GENERAL FUND CAPITAL OUTLAY BUDGET FROM PREVIOUSLY UNBUDGETED FUNDS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 115-9 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY AND HAMILTON COUNTY IN THE AMOUNT OF \$150,050 (ONE HUNDRED FIFTY THOUSAND AND FIFTY DOLLARS).

RESOLUTION NO. 115-10 A RESOLUTION ACCEPTING THE BID OF LAWSON ELECTRIC COMPANY, INC. FOR INSTALLATION, TERMINATION, TESTING, PROGRAMMING AND CERTIFICATION OF A BOGEN QUANTUM INTERCOM SYSTEM AT EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$29,700.00 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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RESOLUTION NO. 115-11 A RESOLUTION ACCEPTING THE BID OF CLEARLINE NETWORKS, LLC FOR INSTALLATION, TERMINATION, TESTING, PROGRAMMING AND CERTIFICATION OF THE COMMUNICATIONS CABLING FOR EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$79,000.00 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 115-15 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR ENGINEERING DESIGN SERVICES FOR DEMOLITION AND SITE CLEARING ON A PORTION OF THE ENTERPRISE SOUTH INDUSTRIAL PARK SUPPLIER PARK FOR AN AMOUNT NOT TO EXCEED \$58,600.00.

RESOLUTION NO. 115-16 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR MASTER PLANNING SERVICES FOR THE ENTERPRISE SOUTH INDUSTRIAL PARK SUPPLIER PARK FOR AN AMOUNT NOT TO EXCEED \$25,000.00.

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RESOLUTION NO. 115-17 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S & ME INC. FOR ENVIRONMENTAL PERMITTING SERVICES FOR THE ENTERPRISE SOUTH INDUSTRIAL PARK SUPPLIER PARK FOR AN AMOUNT NOT TO EXCEED \$18,580.00.

RESOLUTION NO. 115-18 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF NOVEMBER 1, 2014, THROUGH NOVEMBER 30, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 115-19 A RESOLUTION ACCEPTING THE BID OF DON LEDFORD AUTO PARK FOR MODEL YEAR CONTRACT UNIT PRICING FOR FLEET STAFF SEDANS FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 115-20 A RESOLUTION APPROVING THE PURCHASE OF TWO (2) MID-SIZE SEDANS FROM THE CONTRACT UNIT PRICING FOR FLEET STAFF SEDANS FROM DON LEDFORD AUTO PARK FOR THE HAMILTON COUNTY DISTRICT ATTORNEY'S OFFICE AMOUNTING TO \$37,950.00 AND TO AMEND THE DISTRICT ATTORNEY'S GENERAL FUND CAPITAL OUTLAY BUDGET FROM

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**PREVIOUSLY UNBUDGETED FUNDS AND TO AUTHORIZE THE COUNTY MAYOR
TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham provided details regarding Resolutions No. 115-4 through 115-11 and 115-15 through 115-20 and stated that the Finance Committee reviewed and recommended approval.

Commissioner Mackey noted that although quite a few of these resolutions dealt with the purchase of new vehicles, he was glad that the automobiles would be distributed fairly amongst the departments purchasing them rather than going only to the top staff. He indicated his intent to support these resolutions.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 115-4 through 115-11 and 115-15 through 115-20. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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Chairman Fields asked that Resolutions No. 115-12 through 115-14 be considered together at this time.

RESOLUTION NO. 115-12 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: OWENS GATE PASS AND SCARLET RIDGE.

RESOLUTION NO. 115-13 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: SEDGEFIELD DRIVE AS EXTENDED.

RESOLUTION NO. 115-14 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: TUCKAHOE PASS AND CHIMNEY ROCK TRAIL.

Commissioner Haynes provided details regarding Resolutions No. 115-12 through 115-14 and stated that the Roads Committee reviewed and recommended approval.

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REGULAR MEETING
JANUARY 7, 2015**

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 115-12 through 115-14. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner Smedley, “Aye”; and Chairman Fields, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

DISCUSSION RE: RESOLUTION NO. 1114-9A

Commissioner Haynes indicated a desire to remove from the table Resolution No. 1114-9A, which was placed on the table at the November 19, 2014 meeting and pertained to office furnishings for the Criminal Courts.

ON MOTION of Commissioner Haynes, seconded by Commissioner Smedley, to remove Resolution No. 1114-9A from the table. On Roll Call the foregoing Motion failed to receive the necessary 2/3 vote with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Abstain”; Commissioner Beck, “Aye”; Commissioner Boyd, “Nay”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Nay”; Commissioner Haynes, “Aye”; Commissioner Mackey, “Nay”; Commissioner Smedley, “Aye”; and Chairman Fields, “Nay.” Total

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JANUARY 7, 2015**

“Aye” votes – 4. Total “Nay” votes – 4. Total Abstentions – 1. Total present – 9. Total absent – 0.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Haynes announced that a public meeting would be held on Friday, January 9th at 5:00 PM at the Middle Valley Church of God. The purpose of the meeting would be to discuss a proposed development at the corner of Middle Valley Road and Thrasher Pike.

Commissioners Graham, Smedley, and Beck wished Commissioner Mackey a happy birthday.

Commissioner Boyd spoke regarding a report that according to Walmart’s statistics, Chattanooga had the highest number of recent Tamiflu prescriptions. He asked what precautions the County was taking to prevent further spread of the flu.

Health Services Administrator Becky Barnes responded that although this year’s vaccine was not an exact match, but being vaccinated was still the best prevention for

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JANUARY 7, 2015**

flu spread. She also encouraged anyone with flu symptoms to stay home from work or school to help prevent further infection.

Commissioner Smedley expressed her appreciation to Sheriff Jim Hammond and his staff for all their efforts to keep the community safe. She reported that a neighborhood watch meeting would be held this Thursday in her district.

County Clerk Knowles announced that Deputy Clerk Michael Clark had accepted a position in the private sector and would serve his last day with his office on Friday. He reported that Deputy Clerk Brooke Weaver had been appointed to succeed Michael in the Clerk's Commission Records Division. He thanked Mr. Clark for his ten years of service to the office and wished him the best in his future endeavors.

Chairman Fields and Commissioner Graham also expressed their appreciation to Mr. Clark for his service.

DELEGATIONS

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JANUARY 7, 2015**

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, January 14, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



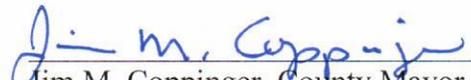
Clerk's Initials

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): January 12, 2015.

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

This the 31st day of December, 2014.

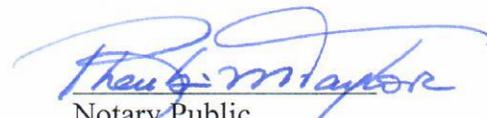

Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 31st day of December, 2014 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 31st day of December, 2014.




Notary Public
my Commission Expires: 5/17/17



Hamilton County Board of Commissioners RESOLUTION

No. 115-22

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATH OF DEPUTY SHERIFF.

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

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

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

1. That the persons named on the listing labeled **HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the person named on the listing labeled **OATH OF DEPUTY SHERIFF** is accepted and the oath therefor is approved as taken; and
3. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JANUARY 21, 2015**

NAME	RESIDENCE	BUSINESS
Tracy A. Beamon	1800 Fenchcroft Lane Chattanooga, TN 37421 423-894-4677	Self-Employed Same Same 423-653-4036
Robin M. Bennett	3110 Pintail Lane Signal Mtn., TN 37377 423-886-3983	First Tennessee Bank 3604 Tennessee Ave. Chattanooga, TN 37409 423-209-2680
Lynn M. Bishop	9316 Birchwood Pike Harrison, TN 37341 423-227-8619	Memorial Health Care 2525 DeSales Avenue Chattanooga, TN 37404 423-495-8612
Kimberly E. Blevins	11 Morgan Circle Ft. Oglethorpe, GA 30742 423-503-2179	Realty Title 5913 Main St., Ste. 105 Ooltewah, TN 37363 423-238-6699
Jeneen Bolin	3107 13th Avenue Chattanooga, TN 37407 423-902-7771	Cornerstone Community Bank 6401 Lee Hwy., Ste. 119 Chattanooga, TN 37421 423-385-3000
Lynda Boughan	106 North Lovell Avenue Chattanooga, TN 37411 423-991-6415	Realty Title & Escrow Svcs., Inc. 1201 Market Street Chattanooga, TN 37402 423-267-2336
Sharon T. Bridges	318 Kinsey Street Rossville, GA 30741 423-802-4542	Knight & Hooper, PLLC 701 Market St., Ste. 700 Chattanooga, TN 37402 423-267-1158
Allison V. Bullard	1229 Duane Road Chattanooga, TN 37405 847-609-5607	SunTrust Bank 736 Market Street Chattanooga, TN 37402 423-757-3121
Edith Cintron	207 Varner Dr., S.W. McDonald, TN 37353 423-790-0412	Ancla Seguros y Servicios 4515 Brainerd Road Chattanooga, TN 37411 423-800-6767
Otoniel Josue Collins	165 Vermont Circle, N.W. Cleveland, TN 37312 423-310-6720	Insurco, Inc. 4515 Brainerd Road Chattanooga, TN 37411 423-800-6767

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JANUARY 21, 2015**

NAME	RESIDENCE	BUSINESS
Steffany Cranfield	455 Bandy Road Ringgold, GA 30736 706-937-9109	Whittington, Jones & et al, CPAs 6716 Heritage Business Ct. Chattanooga, TN 37421 423-855-8700
Lonna Crow	645 Kailors Cove Circle Ringgold, GA 30736 423-598-0414	Diversified Companies, LLC 3721 Powers Court Chattanooga, TN 37416 423-499-0510
V. Y. Dunson	3019 Brownwood Dr. Chattanooga, TN 37404 423-321-8733	Dunson Auto Repair 1807 East 23rd St. Chattanooga, TN 37406 423-622-8941
Maritza Johana Eason	913 Chestnut Wood Lane Chattanooga, TN 37421 423-521-7007	Ancla Serguros y Servicios 4515 Brainerd Road Chattanooga, TN 37411 423-800-6767
Tabitha Erickson	389 Debbie Lane Ringgold, GA 30736 423-903-1834	Chatt. Chamber of Commerce 100 Cherokee Blvd. Chattanooga, TN 37405 N/A
Pat E. Ferguson	9322 Royal Mtn. Drive Chattanooga, TN 37421 423-386-5481	Hudson Cook, LLP 6005 Century Oaks Dr., #500 Chattanooga, TN 37416 423-490-7566
Breia Gamble	1646 Boyd Avenue Kimball, TN 37347 423-443-7567	BCBST Employee C. U. 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-6103
Tina Geisler	1431 Wildlife Lake Rd. Summerville, GA 30747 706-802-7704	BCBST Employee C. U. 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-6103
Amy B. Griffin	3171 Huntingdon Tr., N.E. Cleveland, TN 37312 423-314-1326	Partnership for Families 300 East 8th Street Chattanooga, TN 37403 423-755-2710
Laurie J. Hadwyn-Janes	508 Castlewood Trail Chattanooga, TN 37421 423-893-9302	Self-Employed Same Same 423-618-6140

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JANUARY 21, 2015**

NAME	RESIDENCE	BUSINESS
P. Hawley	600 Georgia Ave., #33 Chattanooga, TN 37402 858-997-6001	Fleissner, Davis and Johnson 600 Georgia Ave., Ste. 1 Chattanooga, TN 37402 423-756-3591
Serena L. Hill	1902 Ivy Street Chattanooga, TN 37404 423-903-2018	Husch Blackwell, LLP 736 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-266-5500
Kerstin Johnson	950 Spring Creek Rd., #244 East Ridge, TN 37412 423-308-9484	BCBST 1 Cameron Hill Circle, 4.1 Chattanooga, TN 37402 423-535-6103
Ann Lee	13224 Walking Horse Lane Soddy Daisy, TN 37379 423-332-3644	Covenant Transport, Inc. 400 Birmingham Hwy. Chattanooga, TN 37419 423-463-3011
Susan E. Mangum	1506 Old Ringgold Road Chattanooga, TN 37404 423-624-5375	Unum Group One Fountain Square Chattanooga, TN 37402 423-294-7022
Fatima Martinez	1044 Manassas Drive Hixson, TN 37343 423-693-3187	Partners for Christian Media 5512 Ringgold Rd., Ste. 214 Chattanooga, TN 37412 423-892-1200
Tenley Mayfield	1707 Auburndale Avenue Chattanooga, TN 37405 423-580-5121	Taco Mamacita, LLC P.O. Box 4033 Chattanooga, TN 37405 423-580-5121
Jane F. McDaniel	8512 Streamside Drive Ooltewah, TN 37363 423-238-5881	McDaniel & Son Construction Co. P.O. Box 802 Ooltewah, TN 37363 423-667-0270
Sandra E. Neal	305 Hemphill Avenue Chattanooga, TN 37411 423-782-6935	EMJ Corporation 2034 Hamilton Pl. Blvd., Ste. 400 Chattanooga, TN 37421 423-490-3215
David E. Nelson, Jr.	1503 Bunker Hill Drive Chattanooga, TN 37421 423-892-0761	Self-Employed 701 Market St., Ste. 1418 Chattanooga, TN 37402 423-266-8816

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JANUARY 21, 2015**

NAME	RESIDENCE	BUSINESS
Scott J. Niznik	5909 Mtn. Pass Drive Ooltewah, TN 37363 423-344-5268	TVA 1101 Market Street Chattanooga, TN 37402 423-751-6448
Kimberly M. Pilcher	904 Harris Lane Chattanooga, TN 37421 706-281-4149	Credit Cars, LLC 2714 Rossville Blvd. Chattanooga, TN 37404 423-228-2814
Diane Proffitt	8664 Proffitt Lane Ooltewah, TN 37363 423-227-9364	Southern Adventist University P.O. Box 370 Collegedale, TN 37315 423-236-2957
Elizabeth D. Reed	394 Page Road Rossville, GA 30741 423-227-1736	Cornerstone Community Bank 6401 Lee Hwy., Ste. 119 Chattanooga, TN 37421 423-385-3095
Cynthia V. Rymer	2400 Corral Trail Chattanooga, TN 37421 423-894-7804	Silverdale Baptist Church 7236 Bonny Oaks Drive Chattanooga, TN 37421 423-892-2173
Vera Shved	565 White Rd., S.E. Old Fort, TN 37362 423-602-1939	Old Colonial Title and Closing, LLC 6142 Shallowford Rd., Ste. 104 Chattanooga, TN 37421 423-899-2449
Stephanie Sinkfield	7345 Majestic Hill Dr. Chattanooga, TN 37421 423-899-6864	State Farm Insurance 1515 Gunbarrel Rd., Ste. 123 Chattanooga, TN 37421 423-698-2403
Roxieann Rosilee Smith	3911 Francis Street Chattanooga, TN 37419 423-825-5522	Yates Wrecker Service 2306 East 23rd St. Chattanooga, TN 37407 423-602-9204
Jackie Stanfield	1222 Thrasher Pike Hixson, TN 37343 423-304-8199	EMJ Corporation 2034 Hamilton Pl. Blvd., Ste. 400 Chattanooga, TN 37421 423-643-2050
Karen L. Tindell	545 County Road 750 Athens, TN 37303 423-506-8314	Southern Community Bank 817 Broad Street Chattanooga, TN 37402 423-266-4495

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JANUARY 21, 2015**

NAME	RESIDENCE	BUSINESS
Pamela H. Trotter	11130 Harbor Road Soddy Daisy, TN 37379 423-451-0221	J. Smith Lanier & Co. 605 Chestnut St., Ste. 500 Chattanooga, TN 37450 423-267-8310
LaTaucha Twilley	410 Glenwood Drive Chattanooga, TN 37404 423-698-7521	First Tennessee Bank 701 Market Street Chattanooga, TN 37404 423-757-4158
Mary Q. Wilson	4011 Breakwater Drive Hixson, TN 37343 423-602-7742	Houston & Ziebold 3417 Dayton Blvd. Chattanooga, TN 37415 423-267-6715
Joe Ann Wright	3635 Slauda Street Chattanooga, TN 37406 423-493-9846	Retired N/A N/A N/A
Kristin Young	9513 Imperial Drive Ooltewah, TN 37363 423-892-7262	Lee-Smith, Inc. 2600 8th Avenue Chattanooga, TN 37407 423-622-4161

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY SHERIFF
JANUARY 21, 2015**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Amber Renee Harris	Dec. 22, 2014

STATE OF TENNESSEE }
Hamilton County } ss.

I, Amber Renee Harris....., 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
22nd day of DECEMBER, 2014.

W.F. Knowles
By [Signature]

} [Signature]
Amber Renee Harris



Hamilton County Board of Commissioners

RESOLUTION

No. 115-23

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY BOARD OF TRUSTEES FOR A TERM ENING OCTOBER 31, 2017.

WHEREAS, by Resolution No. 614-15 this county legislative body adopted an amendment to Chapter 297 of the Private Acts of 1976, and Chapter 71 of the Private Acts of 2012, and any other acts amendatory thereto, relative to the Hospital Authority created to operate Baroness Erlanger Hospital, T.C. Thompson Children’s Hospital and other facilities, as passed by the 108th General Assembly of the State of Tennessee; and,

WHEREAS, certain members of the Chattanooga-Hamilton County Hospital Authority Board of Trustees are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has reappointed Jennifer Stanley, to a term beginning January 18, 2015 and ending October 31, 2017 (due to there being an eight (8) year term limitation).

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

That the reappointment of Jennifer Stanley to the Chattanooga-Hamilton County Hospital Authority Board of Trustees is hereby confirmed for the term stated above.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 115-24

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CARTER STREET CORPORATION BOARD OF DIRECTORS FOR A TERM ENDING JANUARY 5, 2019.

WHEREAS, pursuant to Hamilton County Resolution No.1281-10, the chairman of the Carter Street Corporation Board of Directors is jointly appointed by the County Mayor and the Mayor of the City of Chattanooga and confirmed by the respective legislative bodies; and,

WHEREAS, the County Mayor and the City Mayor have reappointed James C. Hudson, III, for a term beginning January 5, 2015 and ending January 5, 2019;

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

That the reappointment of James C. Hudson, III, as chairman of the Carter Street Corporation is hereby confirmed for the term as stated above;

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 115-25 A

(P.C. NO. 2014-129)

A RESOLUTION GRANTING A SPECIAL PERMIT FOR A PLANNED UNIT DEVELOPMENT AT 8246 ROY LANE

WHEREAS, Pratt Land Development petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for a Planned Unit Development at 8246 Roy Lane, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Pratt Land Development requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 21, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended granting a Special Permit for a Planned Unit Development at 8246 Roy Lane. Lot 1 of the Varnell Glen Phase One, Plat Book 82, Page 175, ROHC, being the property described in Deed Book 10311, Page 796, ROHC. Tax Map 104-013.21 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date

2014-129 Hamilton County
December 8, 2014

RESOLUTION

WHEREAS, Pratt Land Development petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission granting a Special Permit for a Planned Unit Development at 8246 Roy Lane.

Lot 1 of the Varnell Glen Phase One, Plat Book 82, Page 175, ROHC, being the property described in Deed Book 10311, Page 796, ROHC. Tax Map 104-013.21 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 8, 2014,

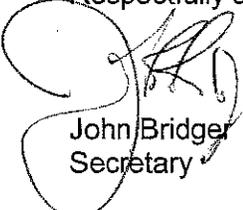
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

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

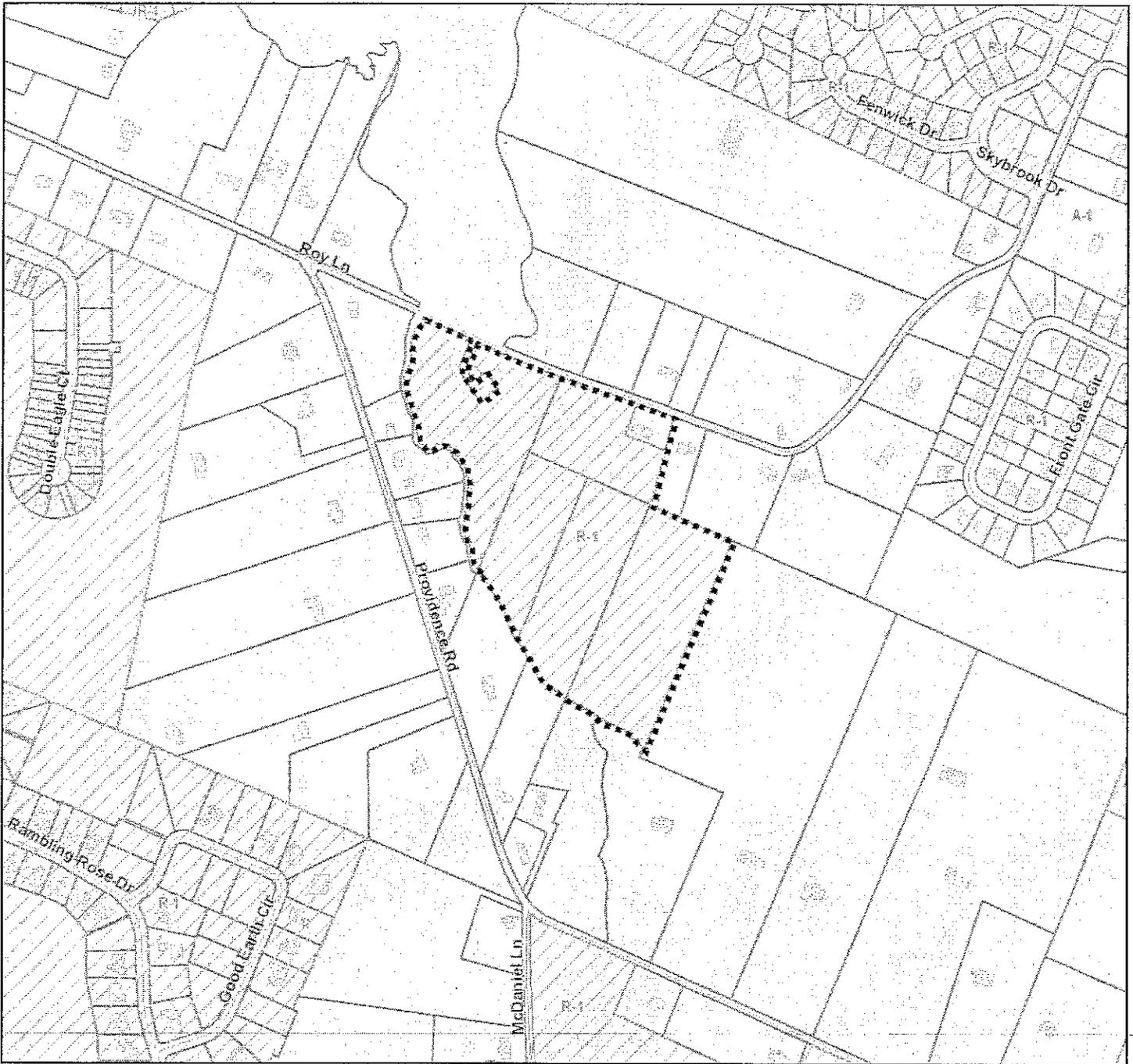
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 8, 2014, recommended to the County Mayor and members of the County Commission that this petition be approved, subject to: 1) 50-foot right-of-way; 2) 26 feet of pavement width; 3) Submittal of revised flood study; 4) Hamilton County Engineer's office review of development plans; 5) Maximum number of single family homes not to exceed 50; 6) Only single-family homes to be constructed; 7) Sidewalks to be constructed within the development; 8) A minimum of 35% (or 8.77 acres) of this development to be set aside for open space areas and/or community lots; 9) All retention ponds, entrance sign(s) and community lots shall be maintained by a Homeowner's Association; and 10) A flood study shall be conducted by the applicant to FEMA standards and requirements that determine at a minimum, the pre-construction and post-construction 100-year flood elevations.

Respectfully submitted,



John Bridger
Secretary



2014-129 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-129:
 Approve, subject to the list of conditions in the Planning Commission Resolution.



550 ft



Chattanooga Hamilton County Regional Planning Agency



STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-129	PC Meeting Date: 12-08-14
Applicant Request:	To amend boundary of the Hampton Meadows Planned Unit Development	
Property Location:	8246 Roy Lane	
Property Owner:	James Pratt	
Applicant:	Pratt Land Development	
Staff Recommendation:	APPROVE	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is proposing to amend the boundary of the Hampton Meadows residential Planned Unit Development (PUD). The site plan shows the revised boundary to include a one (1) acre parcel, subdivided into three lots.

Site Description

The one acre site currently contains a single-family residence and is zoned A-1 Agricultural District. Surrounding properties to the north and east are primarily single-family residential or vacant and also zoned A-1 Agricultural District. The adjacent Hamptons Meadows subdivision is zoned R-1 Residential Planned Unit Development and currently under construction.

Zoning History

The Hampton Meadows PUD was approved by resolution 412-23 (P.C. NO. 2013-035). All the conditions of the special permit will carry forward to the subject property which includes a density cap not to exceed 50 single-family homes for the entire development.

Plans/Policies

Development in this area is guided by the Wolftever Creek Land Use Plan (2007). The plan considers Low Intensity Residential appropriate to this area. This residential land use classification recommends the following development policies which support the proposed PUD:

- Single-family detached housing is recommended for this class.
- Densities in excess of 3.0 units per acre should only be considered if the development will preserve substantial areas of usable open space.

In the context of the larger community, the Hamilton County Comprehensive Plan 2030 recommends the Opens Space Subdivision model for this area which is a part of the Transitional Development Sector.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

Hamilton County: No backout parking.

STAFF CASE REPORT TO PLANNING COMMISSION

RPA Summary

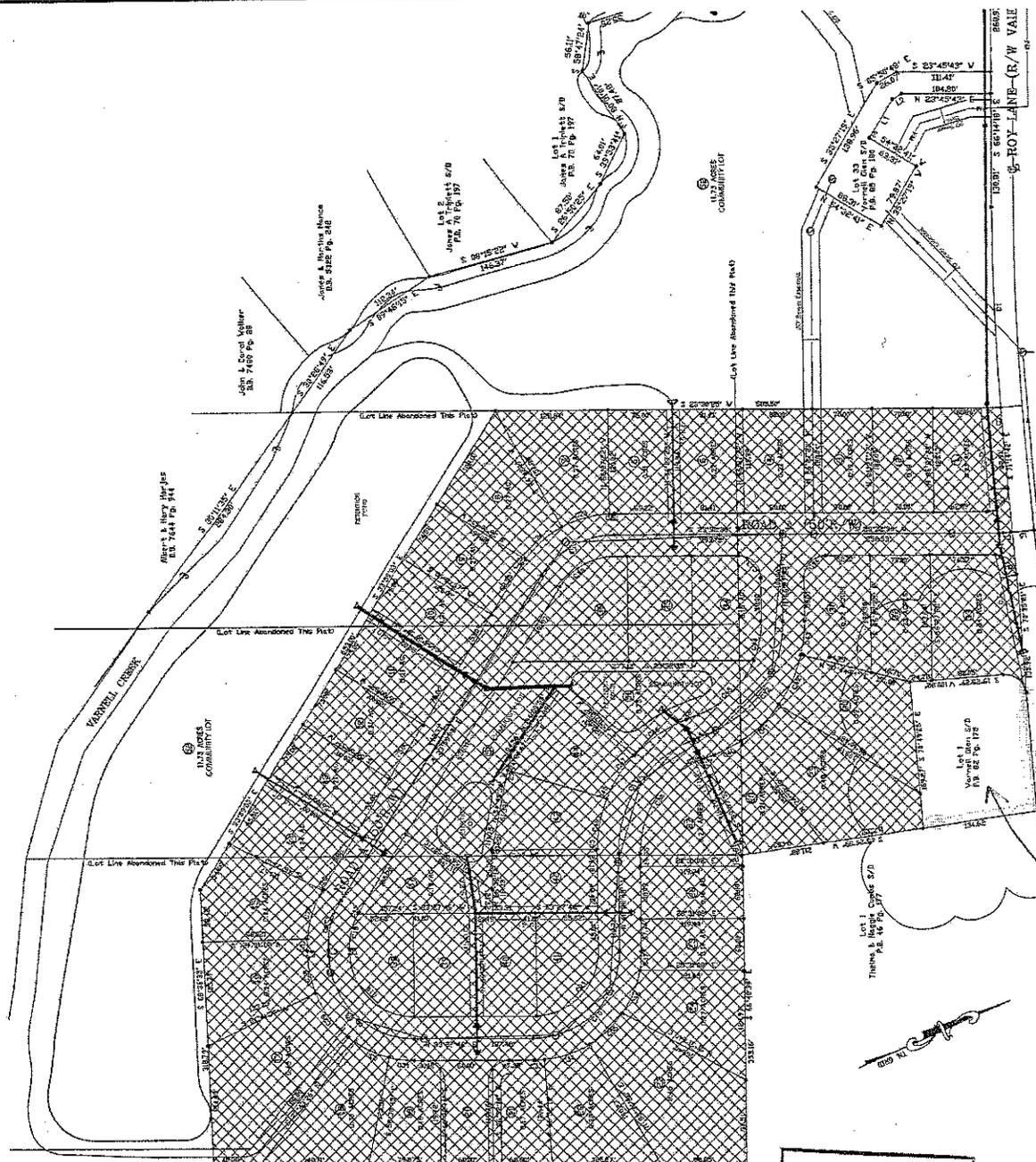
The Regional Planning Agency recommends approval of this major change to the Planned Unit Development as the applicant's proposal is supported by both the land use plan and the Comprehensive Plan and continued to adhere to the conditions set forth in the original Planned Unit Development.



2014-129 Special Exceptions Permit for a Residential PUD

550 ft

Chattanooga Hamilton County Regional Planning Agency



EXISTING PUD →

Existing PUD Boundary
Proposed new PUD Boundary

Adding this
area to PUD

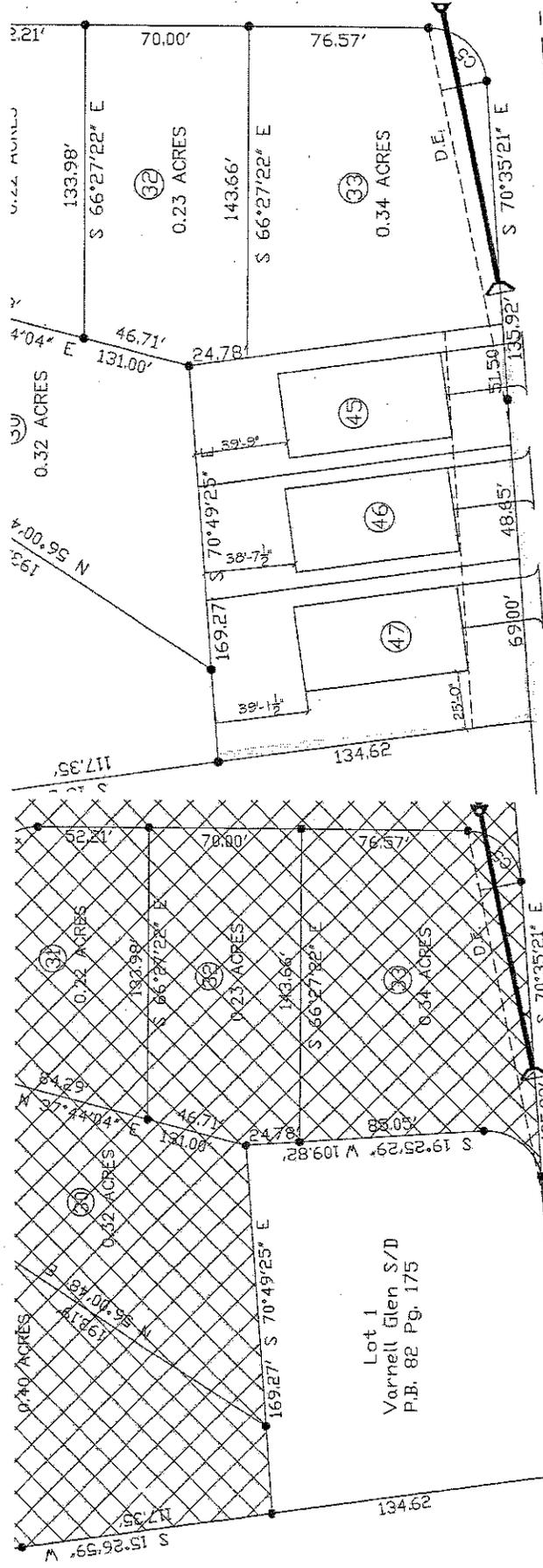
1014-17A

RECEIVED

OCT 14 2014

Chattanooga Hamilton County
Regional Planning Agency
Development Services

EXISTING SITE
SCALE: NTS



Existing PAAS Boundary
Proposed new PAAS Boundary

PROPOSED SITE
SCALE: NTS

EXISTING SITE
SCALE: NTS

2014-129

2014-129

RECEIVED
OCT 14 2014
Chattanooga Hamilton County
Regional Planning Agency
Development Services



Hamilton County Board of Commissioners RESOLUTION

No. 115-25 B

(P.C. NO. 2014-129)

A RESOLUTION GRANTING A SPECIAL PERMIT FOR A PLANNED UNIT DEVELOPMENT AT 8246 ROY LANE

WHEREAS, Pratt Land Development petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for a Planned Unit Development at 8246 Roy Lane, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Pratt Land Development requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 21, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended granting a Special Permit for a Planned Unit Development at 8246 Roy Lane, **subject to: 1) 50-foot right-of-way; 2) 26 feet of pavement width; 3) Submittal of revised flood study; 4) Hamilton County Engineer's office review of development plans; 5) Maximum number of single family homes not to exceed 50; 6) Only single-family homes to be constructed; 7) Sidewalks to be constructed within the development; 8) A minimum of 35% (or 8.77 acres) of this development to be set aside for open space areas and/or community lots; 9) All retention ponds, entrance sign(s) and community lots shall be maintained by a Homeowner's Association; and 10) A flood study shall be conducted by the applicant to FEMA standards and requirements that determine at a minimum, the pre-construction and post-construction 100-year flood elevations.** Lot 1 of the Varnell Glen Phase One, Plat Book 82, Page 175, ROHC, being the property described in Deed Book 10311, Page 796, ROHC. Tax Map 104-013.21 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date

2014-129 Hamilton County
December 8, 2014

RESOLUTION

WHEREAS, Pratt Land Development petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission granting a Special Permit for a Planned Unit Development at 8246 Roy Lane.

Lot 1 of the Varnell Glen Phase One, Plat Book 82, Page 175, ROHC, being the property described in Deed Book 10311, Page 796, ROHC. Tax Map 104-013.21 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 8, 2014,

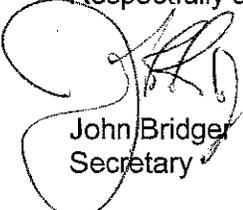
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

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

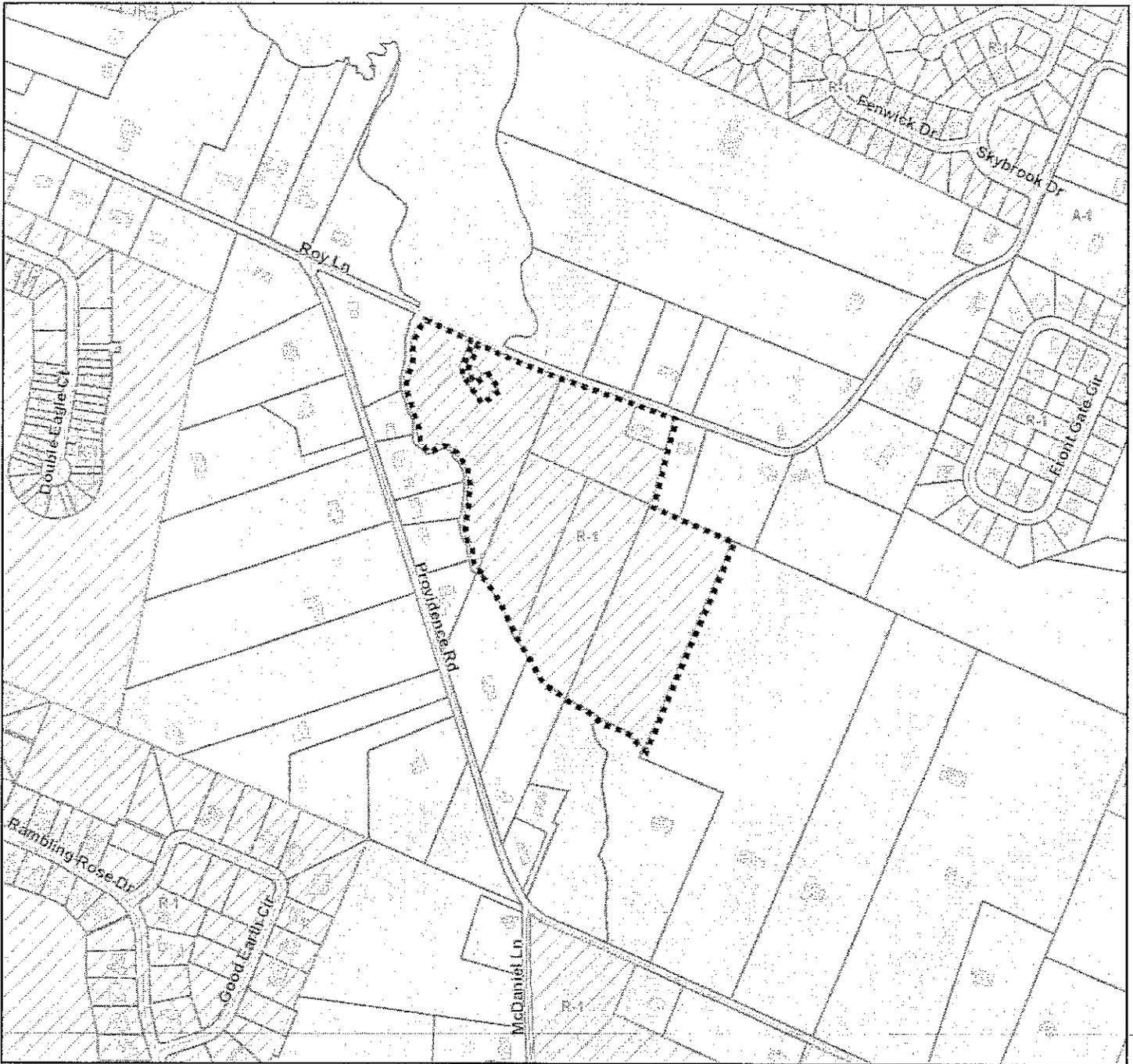
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 8, 2014, recommended to the County Mayor and members of the County Commission that this petition be approved, subject to: 1) 50-foot right-of-way; 2) 26 feet of pavement width; 3) Submittal of revised flood study; 4) Hamilton County Engineer's office review of development plans; 5) Maximum number of single family homes not to exceed 50; 6) Only single-family homes to be constructed; 7) Sidewalks to be constructed within the development; 8) A minimum of 35% (or 8.77 acres) of this development to be set aside for open space areas and/or community lots; 9) All retention ponds, entrance sign(s) and community lots shall be maintained by a Homeowner's Association; and 10) A flood study shall be conducted by the applicant to FEMA standards and requirements that determine at a minimum, the pre-construction and post-construction 100-year flood elevations.

Respectfully submitted,



John Bridger
Secretary



2014-129 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-129:
 Approve, subject to the list of conditions in the Planning Commission Resolution.



550 ft



Chattanooga Hamilton County Regional Planning Agency



STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-129	PC Meeting Date: 12-08-14
Applicant Request:	To amend boundary of the Hampton Meadows Planned Unit Development	
Property Location:	8246 Roy Lane	
Property Owner:	James Pratt	
Applicant:	Pratt Land Development	
Staff Recommendation:	APPROVE	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is proposing to amend the boundary of the Hampton Meadows residential Planned Unit Development (PUD). The site plan shows the revised boundary to include a one (1) acre parcel, subdivided into three lots.

Site Description

The one acre site currently contains a single-family residence and is zoned A-1 Agricultural District. Surrounding properties to the north and east are primarily single-family residential or vacant and also zoned A-1 Agricultural District. The adjacent Hamptons Meadows subdivision is zoned R-1 Residential Planned Unit Development and currently under construction.

Zoning History

The Hampton Meadows PUD was approved by resolution 412-23 (P.C. NO. 2013-035). All the conditions of the special permit will carry forward to the subject property which includes a density cap not to exceed 50 single-family homes for the entire development.

Plans/Policies

Development in this area is guided by the Wolftever Creek Land Use Plan (2007). The plan considers Low Intensity Residential appropriate to this area. This residential land use classification recommends the following development policies which support the proposed PUD:

- Single-family detached housing is recommended for this class.
- Densities in excess of 3.0 units per acre should only be considered if the development will preserve substantial areas of usable open space.

In the context of the larger community, the Hamilton County Comprehensive Plan 2030 recommends the Opens Space Subdivision model for this area which is a part of the Transitional Development Sector.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

Hamilton County: No backout parking.

STAFF CASE REPORT TO PLANNING COMMISSION

RPA Summary

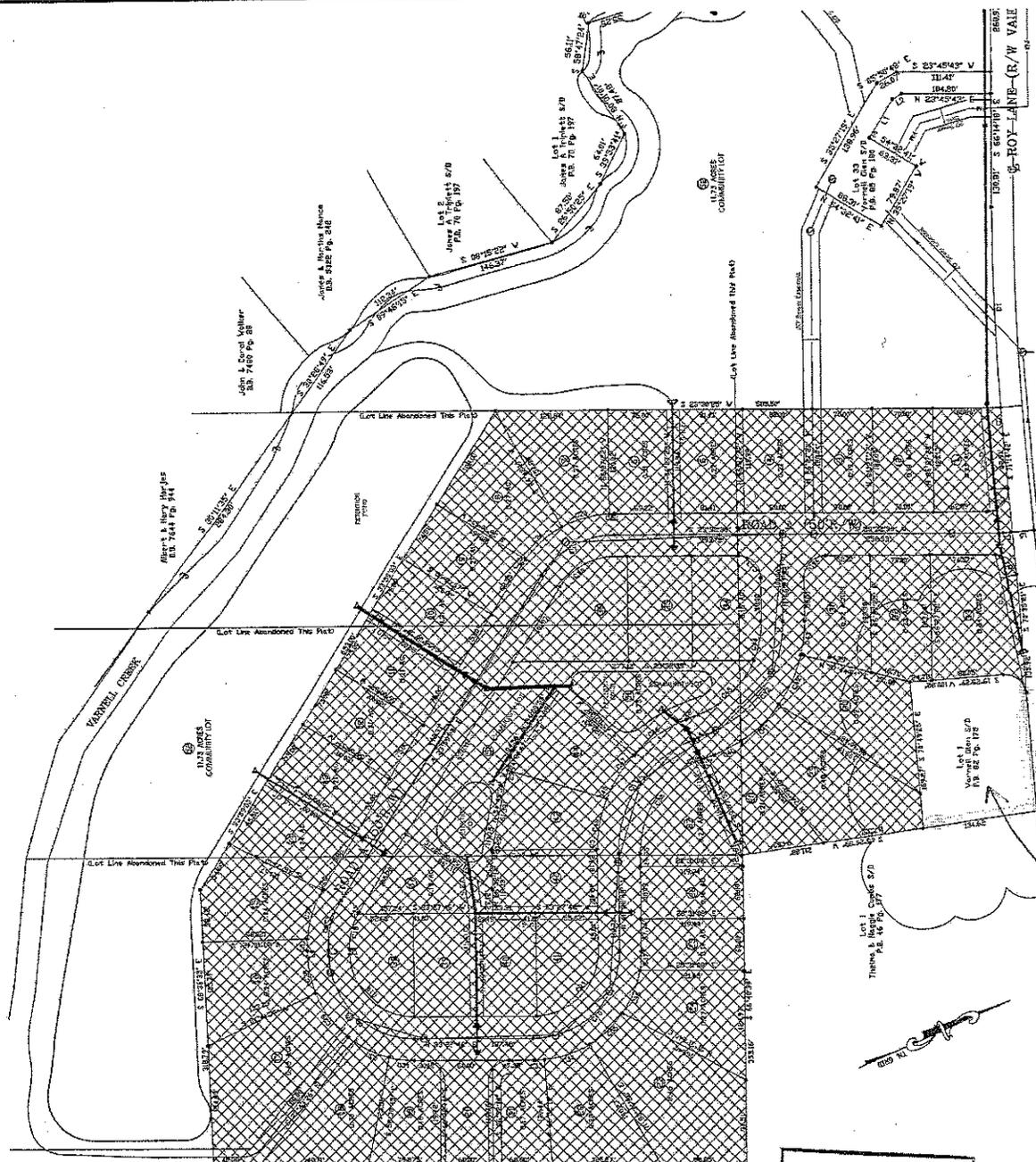
The Regional Planning Agency recommends approval of this major change to the Planned Unit Development as the applicant's proposal is supported by both the land use plan and the Comprehensive Plan and continued to adhere to the conditions set forth in the original Planned Unit Development.



2014-129 Special Exceptions Permit for a Residential PUD

550 ft

Chattanooga Hamilton County Regional Planning Agency



EXISTING PUD →

RECEIVED

OCT 14 2014

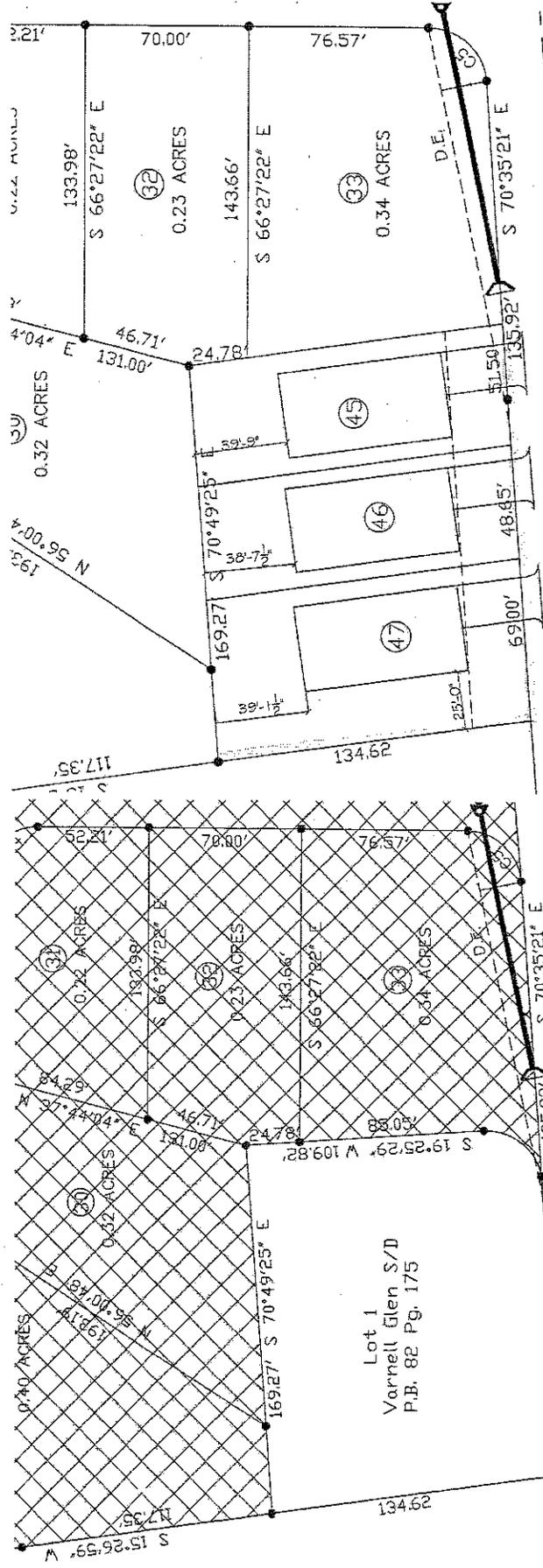
Chattanooga Hamilton County
Regional Planning Agency
Development Services

EXISTING SITE
SCALE: NTS

Existing PUD Boundary
Proposed new PUD Boundary

Adding this
area to PUD

1014-17A



Existing PAAS Boundary
Proposed new PAAS Boundary

PROPOSED SITE
SCALE: NTS

EXISTING SITE
SCALE: NTS

2014-129

2014-129

RECEIVED
OCT 14 2014
Chattanooga Hamilton County
Regional Planning Agency
Development Services



Hamilton County Board of Commissioners

RESOLUTION

No. 115-26

(P.C. NO. 2014-137)

A RESOLUTION TO REZONE FROM M-1 INDUSTRIAL DISTRICT, A-1 AGRICULTURAL DISTRICT AND R-5 SINGLE WIDE MANUFACTURED HOME DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 OOLTEWAH-GEORGETOWN ROAD

WHEREAS, Barrier Properties, LLC/Barry Payne petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from M-1 Industrial District, A-1 Agricultural District and R-5 Single Wide Manufactured Home District to R-1 Single Family Residential District, properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Barrier Properties, LLC/Barry Payne requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 21, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from M-1 Industrial District, A-1 Agricultural District and R-5 Single Wide Manufactured Home District to R-1 Single Family Residential District, properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road. Beginning at the northeast corner of Tax Map 132A-A-026.02 and going southwest 580 feet, thence northwest 483 feet, thence southwest 265 feet, thence south 406 feet, thence southeast 293 feet, thence southwest 3180 feet, thence northwest 1038 feet, thence northeast 1066 feet, thence northwest 253 feet, thence northeast 300 feet, thence southeast 252 feet, thence northeast 100 feet, thence northwest 252 feet, thence northeast 300 feet, thence southeast 258 feet, thence northeast 1240 feet, thence northwest 323 feet, thence

north 478 feet, thence southeast 252 feet, thence northeast 911 feet, thence southeast 1207 feet to the point of beginning, being the properties described in Deed Book 9730, Page 954, ROHC, along with three unplatted tracts of land described in Deed Book 6604, Page 375, ROHC, except for 0.04± acres of Tax Map 132A-A-026 to be deeded as R.O.W. to Hamilton County as shown on the Preliminary Site Plan, and part of the property described in Deed Book 6604, Page 380, ROHC. Tax Maps 132A-A-006, 007, 008, 010, 010.01, 010.02, 021, 026 (part), and 026.01 (part), and 026.02 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date

2014-137 Hamilton County
December 8, 2014

RESOLUTION

WHEREAS, Barrier Properties LLC/Barry Payne petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from M-1 Industrial District, A-1 Agricultural District and R-5 Single Wide Manufactured Home District to R-1 Single Family Residential District, properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road.

Beginning at the northeast corner of Tax Map 132A-A-026.02 and going southwest 580 feet, thence northwest 483 feet, thence southwest 265 feet, thence south 406 feet, thence southeast 293 feet, thence southwest 3180 feet, thence northwest 1038 feet, thence northeast 1066 feet, thence northwest 253 feet, thence northeast 300 feet, thence southeast 252 feet, thence northeast 100 feet, thence northwest 252 feet, thence northeast 300 feet, thence southeast 258 feet, thence northeast 1240 feet, thence northwest 323 feet, thence north 478 feet, thence southeast 252 feet, thence northeast 911 feet, thence southeast 1207 feet to the point of beginning, being the properties described in Deed Book 9730, Page 954, ROHC, along with three unplatted tracts of land described in Deed Book 6604, Page 375, ROHC, except for 0.04± acres of Tax Map 132A-A-026 to be deeded as R.O.W. to Hamilton County as shown on the Preliminary Site Plan, and part of the property described in Deed Book 6604, Page 380, ROHC. Tax Maps 132A-A-006, 007, 008, 010, 010.01, 010.02, 021, 026 (part), and 026.01 (part), and 026.02 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 8, 2014,

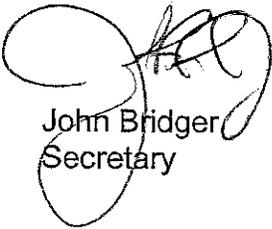
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

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

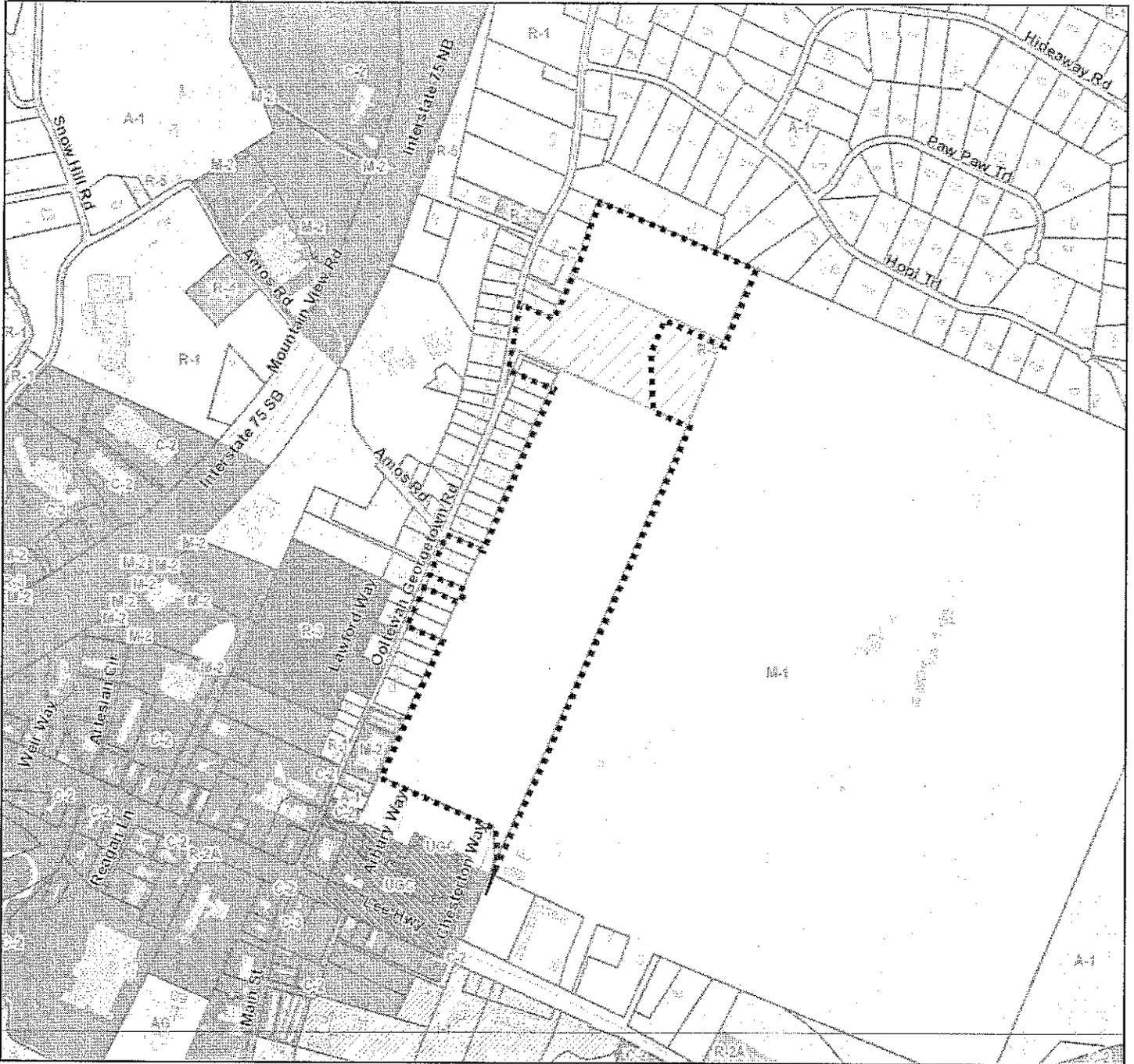
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 8, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2014-137 Rezoning from A-1 and M-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-137:

Approve



1,000 ft



Chattanooga Hamilton County Regional Planning Agency



STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-137	PC Meeting Date: 12-08-14
Applicant Request:	Rezone from M-1 Industrial District, A-1 Agricultural District, and R-5 Single-Wide Manufactured Home District to R-1 Residential District	
Property Location:	6114, 6116, 6118, 6126, 6130, 6136, 6236, 6246, 6254, & 6280 Ooltewah Georgetown Road	
Property Owner:	Barrier Properties, LLC C/O Barry Payne	
Applicant:	Barrier Properties, LLC C/O Barry Payne	
Staff Recommendation:	APPROVE	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is seeking to rezone ten parcels totaling 107 +/- acres in Hamilton County from M-1 Industrial District and A-1 Agricultural District to R-1 Residential District. This development is proposed to be 340 units of attached and detached single-family homes, with a density of 3.12 units per acre, as indicated on the submitted site plan. Case 2014-138 is a companion case to this rezoning and is the request for a Special Permit for a Planned Unit Development (PUD) to enable to residential form found on the site plan.

Site Description

The majority of the property is currently vacant and heavily wooded. The northern portion of the site abuts the Hiawatha Estates Subdivision and contains the remnants of old horse show facilities. The eastern boundary borders the Honors Golf Course. South of the property is the commercial portion of the Cambridge Square Development. Single-family residences fronting Ooltewah-Georgetown Road line the western edge of the site.

Zoning History

In 1975 the Planning Commission approved a Conditional Permit to erect and operate horse show facilities under case 1975-115 for a portion of the proposed rezoning site. The R-5 Single-Wide Manufactured Home zoning was established by case 1979-0095.

Plans/Policies

Although there are no specific references to this site, the Hamilton County Comprehensive Plan 2030 provides general guidance on appropriate future development types, land use patterns, and physical form by Development Sectors. The Plan identifies this site as part of the Transitional Growth Sector defined as "a bridge between rural zones and more urbanized or suburban development." Because of potential land use conflicts, development in this area should be carefully examined for adverse impacts on surrounding properties. This sector has been described as tolerant of higher levels of housing density as compared to the Rural Growth Sector.

The plan recommends several development models appropriate for the area, but the model most closely representing this site based on the existing adjacent and surrounding uses is the Traditional Neighborhood Development, which calls for centrally located town centers and a concentrated mix of non-residential and residential uses.

STAFF CASE REPORT TO PLANNING COMMISSION

The 2007 Wolftever Creek Area Plan, created with substantial public involvement, provides more specific planning policies and land use recommendations for the area of this proposed development. The plan considers Low Intensity Residential appropriate to this area. The subject property falls within the Lee Highway intersection with Ooltewah Georgetown Road Focus Area which states:

"Access to a large portion of the property lying behind the residential lots along the west side Ooltewah-Georgetown Road remains difficult due to the lack of adequate public rights of way connecting with Lee Highway or Ooltewah-Georgetown Road. Future higher intensity uses will require improved access. Preferably, consolidation of smaller lots along Ooltewah-Georgetown Road will occur to allow improved access."

While conventional R-1 Residential District zoning with a Planned Unit Development may allow up to 5.0 units per acre, the Transitional Growth sector recommends that development not exceed a threshold of 3.0 units per acre. In this sector the following is recommended:

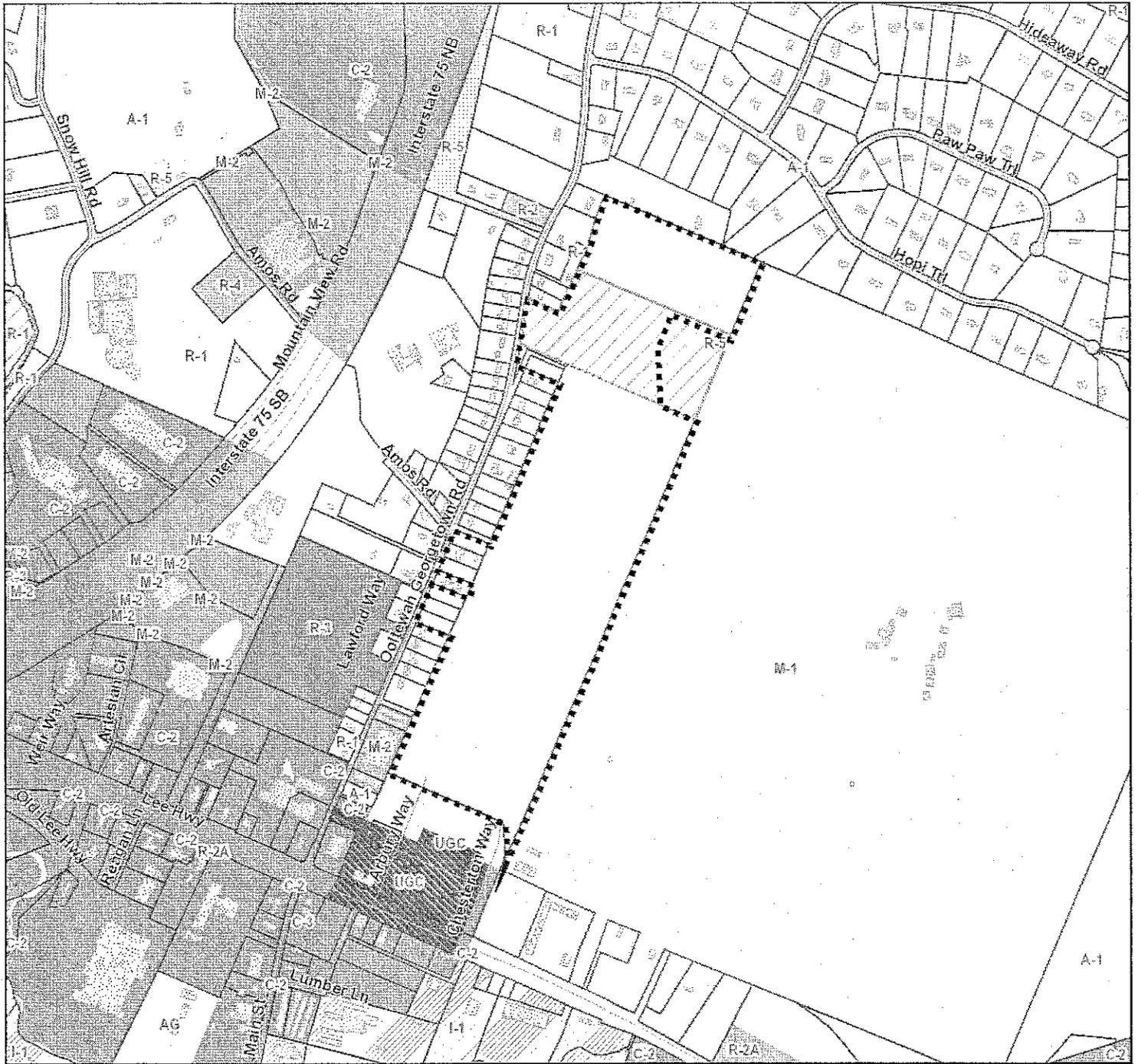
- Single-family detached housing is recommended for this class.
- Densities in excess of 3.0 units per acre should only be considered if the development will preserve substantial areas of usable open space.
- Developers of this type of use are strongly encouraged to retain a natural vegetative buffer separating the perimeter of the site.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

RPA Summary

The proposed site plan provides the residential component for the Cambridge Square development, making it a true representation of Traditional Neighborhood Development in Hamilton County. With two major access points and a density of 3.12 du/acre, this development is in keeping with the recommendations of the adopted land use plan. Additionally, residential development at this location will most likely have less impact on the neighboring residential properties than if the site was developed with uses allowed under the manufacturing zoning currently found on most of the site. The Regional Planning Agency recommends approval of this rezoning request as the applicant's proposed use is supported by both the area plan and Comprehensive Plan and was found to be compatible with adjacent and surrounding land uses.



2014-137 Rezoning from A-1 and M-1 to R-1

1,000 ft

Chattanooga Hamilton County Regional Planning Agency



Hamilton County Board of Commissioners

RESOLUTION

No. 115-27

(P.C. NO. 2014-138)

**A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT
FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT ON
PROPERTIES LOCATED AT 6114, 6116, 6118, 6126, 6130,
6136, 6236, 6244, 6246, 6254, & 6280 OOLTEWAH-
GEORGETOWN ROAD**

WHEREAS, Barrier Properties, LLC/Barry Payne petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Exceptions Permit for a Residential Planned Unit Development on Properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Barrier Properties, LLC/Barry Payne requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 21, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from granting a Special Exceptions Permit for a Residential Planned Unit Development on Properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road. Beginning at the northeast corner of Tax Map 132A-A-026.02 and going southwest 580 feet, thence northwest 483 feet, thence southwest 265 feet, thence south 406 feet, thence southeast 293 feet, thence southwest 3180 feet, thence northwest 1038 feet, thence northeast 1066 feet, thence northwest 253 feet, thence northeast 300 feet, thence southeast 252 feet, thence northeast 100 feet, thence northwest 252 feet, thence northeast 300 feet, thence southeast 258 feet, thence northeast 1240 feet, thence northwest 323 feet, thence north 478 feet, thence southeast 252 feet, thence northeast 911 feet, thence southeast 1207 feet to the point of beginning, being the

properties described in Deed Book 9730, Page 954, ROHC, along with three unplatted tracts of land described in Deed Book 6604, Page 375, ROHC, except for 0.04± acres of Tax Map 132A-A-026 to be deeded as R.O.W. to Hamilton County as shown on the Preliminary Site Plan, and part of the property described in Deed Book 6604, Page 380, ROHC. Tax Maps 132A-A-006, 007, 008, 010, 010.01, 010.02, 021, 026 (part), and 026.01 (part), and 026.02 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date

2014-138 Hamilton County
December 8, 2014

RESOLUTION

WHEREAS, Barrier Properties, LLC/Barry Payne petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Exceptions Permit for a Residential Planned Unit Development on Properties located at 6114, 6116, 6118, 6126, 6130, 6136, 6236, 6244, 6246, 6254, & 6280 Ooltewah-Georgetown Road.

Beginning at the northeast corner of Tax Map 132A-A-026.02 and going southwest 580 feet, thence northwest 483 feet, thence southwest 265 feet, thence south 406 feet, thence southeast 293 feet, thence southwest 3180 feet, thence northwest 1038 feet, thence northeast 1066 feet, thence northwest 253 feet, thence northeast 300 feet, thence southeast 252 feet, thence northeast 100 feet, thence northwest 252 feet, thence northeast 300 feet, thence southeast 258 feet, thence northeast 1240 feet, thence northwest 323 feet, thence north 478 feet, thence southeast 252 feet, thence northeast 911 feet, thence southeast 1207 feet to the point of beginning, being the properties described in Deed Book 9730, Page 954, ROHC, along with three unplatted tracts of land described in Deed Book 6604, Page 375, ROHC, except for 0.04± acres of Tax Map 132A-A-026 to be deeded as R.O.W. to Hamilton County as shown on the Preliminary Site Plan, and part of the property described in Deed Book 6604, Page 380, ROHC. Tax Maps 132A-A-006, 007, 008, 010, 010.01, 010.02, 021, 026 (part), and 026.01 (part), and 026.02 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 8, 2014,

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

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

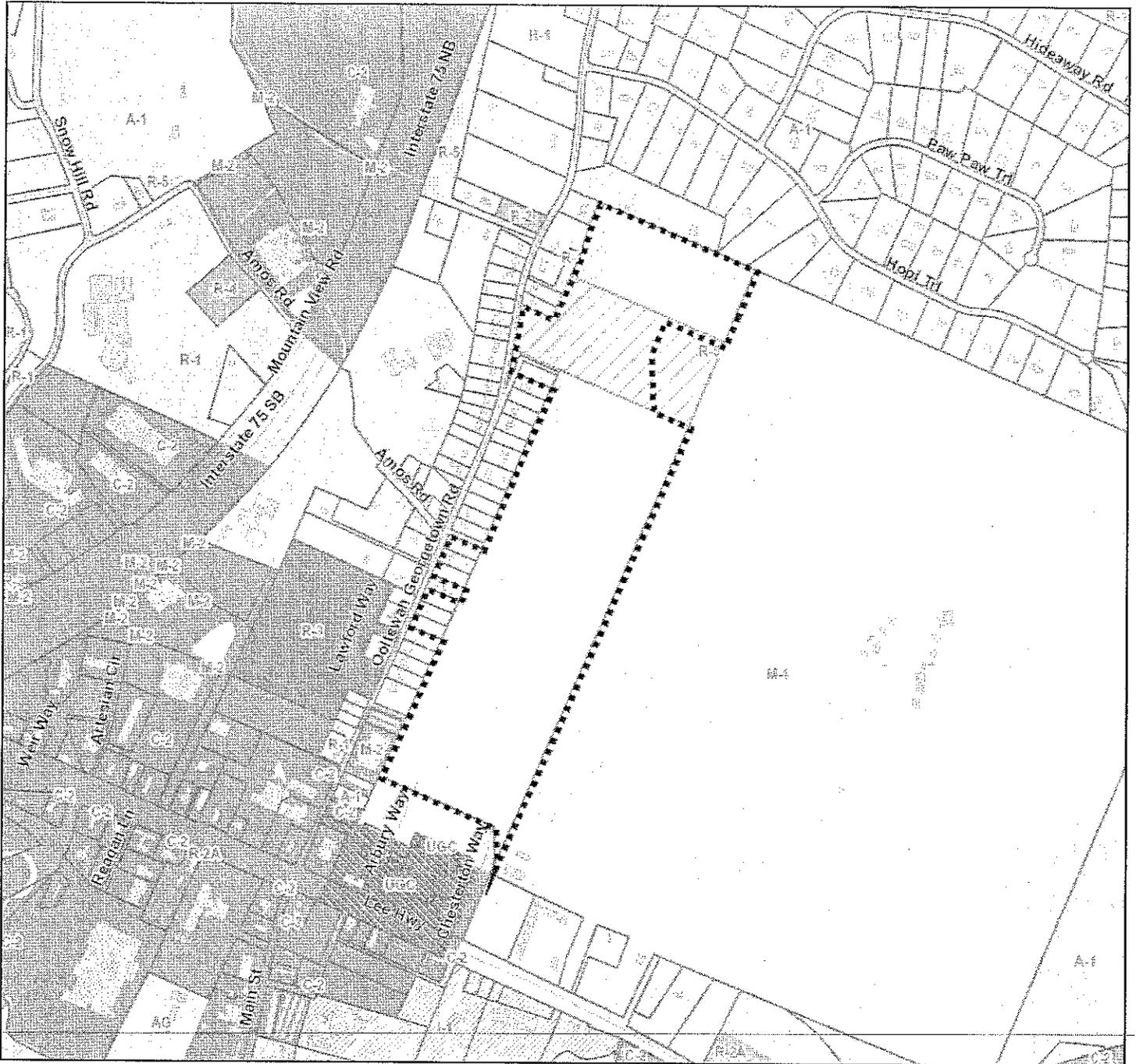
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 8, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2014-138 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-138:

Approve



1,000 ft



Chattanooga Hamilton County Regional Planning Agency



STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-138	PC Meeting Date: 12-08-14
Applicant Request:	Special Exceptions Permit: Residential Planned Unit Development	
Property Location:	6114, 6116, 6118, 6126, 6130, 6136, 6236, 6246, 6254, & 6280 Ooltewah Georgetown Road	
Property Owner:	Barrier Properties, LLC C/O Barry Payne	
Applicant:	Barrier Properties, LLC C/O Barry Payne	
Staff Recommendation:	APPROVE	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is seeking approval of a Preliminary Residential Planned Unit Development (PUD) for the residential portion of the Cambridge Square development. This development is proposed to be 340 attached and detached single-family residences on 108.9 acres with a density of, 3.12 units per acre, as indicated on the submitted site plan. Case 2014-137 is a companion case to this request and is a rezoning request from M-1 Industrial District, A-1 Agricultural District, and R-5 Single-Wide Manufactured Home District to R-1 Residential District.

The purpose of the Residential Planned Unit Development, as established in the Hamilton County Zoning Regulations, "is to provide the opportunities to create more desirable environments through the application of flexible and diversified land development standards under a comprehensive plan and program professionally prepared. The Residential Planned Unit Development is intended to be used to encourage the application of new techniques and technology to community arrangements with lasting values. It is further intended to achieve economies in land development, maintenance, street systems, and utility networks while providing building groupings for privacy, usable and attractive open spaces, safe circulation, and the general well-being of the inhabitants."

Site Description

The majority of the property is currently vacant and heavily wooded. The northern portion of the site abuts the Hiawatha Estates Subdivision and contains the remnants of old horse show facilities. The eastern boundary borders the Honors Golf Course. South of the property is the commercial portion of the Cambridge Square Development. Single-family residences fronting Ooltewah-Georgetown Road line the western edge of the site.

Zoning History

In 1975, under case 1975-115, the Chattanooga-Hamilton County Regional Planning Commission approved a Conditional Permit to erect and operate horse show facilities on a portion of the area requested for the Planned Unit Development. The R-5 Single-Wide Manufactured Home zoning was established by case 1979-0095.

Plans/Policies

Although there are no specific references to this site, the Hamilton County Comprehensive Plan 2030 provides general guidance on appropriate future development types, land use patterns, and physical form by Development Sectors. The Plan identifies this site as part of the Transitional Growth Sector defined as "a bridge between rural zones and more urbanized or suburban development." This sector

STAFF CASE REPORT TO PLANNING COMMISSION

has been described as tolerant of higher levels of housing density as compared to the Rural Growth Sector. The plan recommends several development models appropriate for the area, but the model most closely representing this site based on the existing adjacent and surrounding uses is the Traditional Neighborhood Development.

The 2007 Wolftever Creek Area Plan, created with substantial public involvement, provides more specific planning policies and land use recommendations for the area of this proposed development. The plan considers Low Intensity Residential appropriate to this area. The subject property falls within the Lee Highway intersection with Ooltewah-Georgetown Road Focus Area which states:

“Access to a large portion of the property lying behind the residential lots along the west side Ooltewah-Georgetown Road remains difficult due to the lack of adequate public rights of way connecting with Lee Highway or Ooltewah-Georgetown Road. Future higher intensity uses will require improved access. Preferably, consolidation of smaller lots along Ooltewah-Georgetown Road will occur to allow improved access.”

While conventional R-1 Residential zoning with a Planned Unit Development may allow up to 5.0 units per acre, the Transitional Growth sector recommends that development not exceed a threshold of 3.0 units per acre. In this sector the following is recommended:

- Single-family detached housing is recommended for this class.
- Densities in excess of 3.0 units per acre should only be considered if the development will preserve substantial areas of usable open space.
- Developers of this type of use are strongly encouraged to retain a natural vegetative buffer separating the perimeter of the site.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

Hamilton County noted that a traffic impact study with special attention to turn lanes and traffic signal timing at Lee Highway will be required.

RPA Summary

Staff, in Case 2014-137, recommended support of the R-1 Residential District for this site. In the R-1 Residential District, an applicant could achieve a density of five dwelling units an acre. The applicant is proposing development at 3.12 dwelling units an acre in the residential Planned Unit Development. This is due in part to the fact that the proposed PUD Development Plan has a substantial amount of open space set aside along its eastern perimeter in an area currently heavily forested. Existing streams have open space buffers along them and other areas throughout the site are depicted as being used for water retention.

The site abuts a series of existing homes along the eastern side of Ooltewah Georgetown Road. A buffer has been provided along the perimeter of the site where it abuts these homes, with larger open space

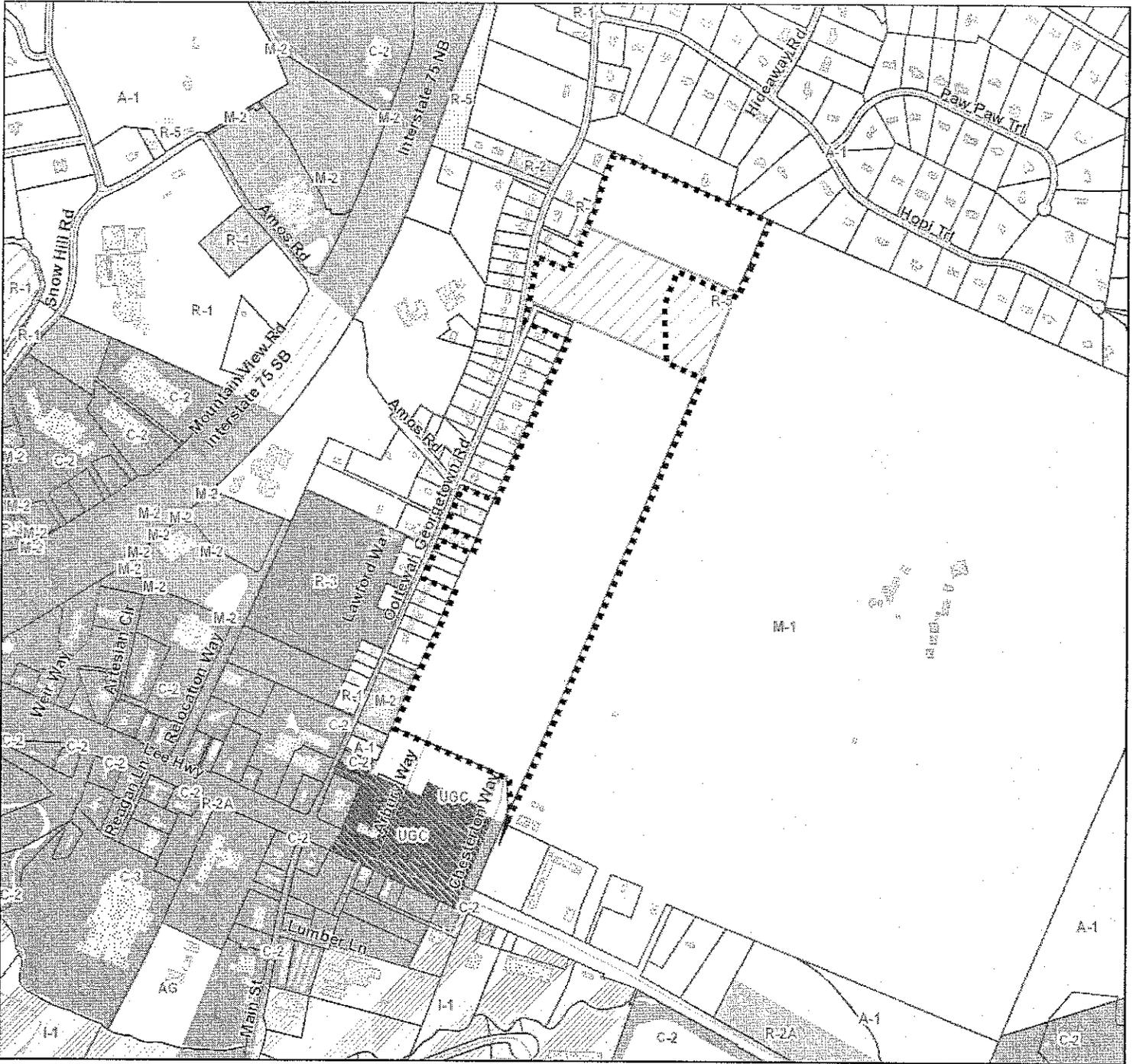
STAFF CASE REPORT TO PLANNING COMMISSION

areas abutting several of the homes, and a 30' deep buffer along the northern portion of the site where townhomes are located.

Although not required, sidewalks are provided throughout the site and connect to the Cambridge Square mixed-use development under construction to the south. Staff is in support of the residential Planned Unit Development in that the development plan meets the intent and purpose of a Planned Unit Development and provides residences that connect to quality open space and the shopping and services found in the mixed-use portion of this development. The staff recommends two optional site plan enhancements for consideration by the applicant; these are just suggestions and are not recommended as conditions for approval:

- 1) Provide trail connections within the woodlands area as a connected green spaces, adding walking trails or a bike share station.
- 2) If feasible, staff would recommend locating the proposed townhomes currently on the north end of the site to the south end closer to Cambridge Square, which would also serve as a transition from the village area and the single family residences.

These are simply suggestions for improving an already viable site plan, and thus the Regional Planning Agency is only offering these enhancements as feedback.



2014-138 Special Exceptions Permit for a Residential PUD

1,000 ft

Chattanooga Hamilton County Regional Planning Agency



Hamilton County Board of Commissioners RESOLUTION

No. 115-28

(P.C. NO. MR-2014-141)

A RESOLUTION GRANTING THE ABANDONMENT OF AN UNNAMED RIGHT-OF-WAY OFF OF THE 6200 BLOCK OF OOLTEWAH-GEORGETOWN ROAD

WHEREAS, Barrier Properties, LLC/Barry Payne petitioned the Chattanooga-Hamilton County Regional Planning Commission granting the abandonment of an Unnamed Right-Of-Way off of the 6200 Block of Ooltewah-Georgetown Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Barrier Properties, LLC/Barry Payne requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 21, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to grant the abandonment of an Unnamed Right-Of-Way off of the 6200 Block of Ooltewah-Georgetown Road. Abandonment of part of an unnamed R.O.W. off of the 6200 Block of Ooltewah-Georgetown Road, beginning at the southwest corner of Tax Map 132A-A-026 and going approximately 140 feet northeast to the north line of said R.O.W., thence 258 feet southeast to the northeast corner of Tax Map 132A-A-026. Tax Maps 132A-A-021 & 026 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date

MR-2014-141 Hamilton County
December 8, 2014

RESOLUTION

WHEREAS, Barrier Properties, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the abandonment of an Unnamed Right-Of-Way off of the 6200 Block of Ooltewah-Georgetown Road.

Abandonment of part of an unnamed R.O.W. off of the 6200 Block of Ooltewah-Georgetown Road, beginning at the southwest corner of Tax Map 132A-A-026 and going approximately 140 feet northeast to the north line of said R.O.W., thence 258 feet southeast to the northeast corner of Tax Map 132A-A-026. Tax Maps 132A-A-021 & 026 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 8, 2014,

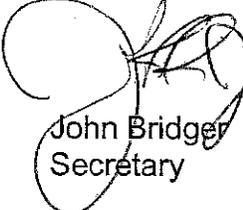
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 8, 2014, recommended to the Members of the City Council of the City of Chattanooga that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



MR 2014-141 Abandonment of an Unnamed ROW off of the 6200 blk of Ooltewah Georgetown Rd

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. MR-2014-141:
 Approve



350 ft



Chattanooga Hamilton County Regional Planning Agency



STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	MR-2014-141	PC Meeting Date: 12-8-14
Applicant Request:	Abandonment of an unnumbered ROW off of the 6200 block of Ooltewah Georgetown Road	
Property Location:	Unnamed ROW off of the 6200 block of Ooltewah Georgetown Road	
Property Owner:	Barrier Properties LLC/Barry Payne	
Applicant:	Barrier Properties LLC/Barry Payne	
Staff Recommendation:	APPROVE	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant requests abandonment of an unnamed right-of-way off of the 6200 block of Ooltewah Georgetown Road beginning at the southwest corner of parcel 132A-A 026 and ending at the northeast corner of parcel 132A-A-026.

Site Description

The right-of-way is adjacent to property zoned A-1 Agricultural District and M-1 Industrial District. The adjacent land use is vacant.

Zoning History

In 1996, an unnamed right-of-way extending north of the ROW in question to the property at 6312 Ooltewah Georgetown Road was closed and abandoned by resolution.

Plans/Policies

This site is within the Wolftever Creek Area Plan. The plan recommends "greater street connectivity to provide a variety of routes for daily trips."

Right-of-way (ROW) Abandonment and Closure requests are reviewed using the Right-of-Way Closure and Abandonment Policy adopted by the Chattanooga-Hamilton County Regional Planning Commission in January 1997.

Review of rights-of-way for closure is based on a tiered classification. This right-of-way is Tier 3, rights-of-way which are not currently opened or which have never been opened. Applications for closure and abandonment will be accepted on Tier 3 rights-of-way and reviewed using the adopted review factors and according to the tenets of this policy.

The staff recommendation for this request was based on an evaluation of the following review factors. Each factor is followed by staff's comments:

FACTOR	STAFF COMMENTS
1. Width of the ROW	40' +/-
2. Presence of or potential for the location of utilities	As part of the closure review process, this will be reviewed by Engineering staff following Planning Commission action.
3. Currently open to traffic	Currently not open to traffic.

STAFF CASE REPORT TO PLANNING COMMISSION

<p>4. Potential for future use or which provide future connections to the existing street pattern or could provide needed services, and which are integral to the community's future development (i.e., access to abutting property, bypass for other streets, parking, etc.).</p>	<p>Limited potential for future use or future connections.</p>
<p>5. Type/condition of surface</p>	<p>ROW is unpaved, partially covered with gravel, and partially forested.</p>
<p>6. Topography/grade – can it be built?</p>	<p>The existing topography does not preclude improvement of this ROW.</p>
<p>7. Will the closure and abandonment land-lock any property? If so, has a subdivision plat been submitted which eliminates this situation?</p>	<p>Adjacent properties will maintain access off of Ooltewah Georgetown Road.</p>
<p>8. Extenuating circumstances as specified by the applicant, e.g. necessary for expansion of a business or industry.</p>	<p>The property owner requests the abandonment for the purpose of residential development.</p>

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

RPA Summary

The Regional Planning Agency is recommending approval of this closure request because adjacent properties will maintain access off of Ooltewah Georgetown Road. Furthermore, there is limited potential for future use of the right-of-way.



MR 2014-141 Abandonment of an Unnamed ROW off of the 6200 blk of Ooltewah Georgetown Rd

350 ft

Chattanooga Hamilton County Regional Planning Agency

RECEIVED

NOV - 3 2014

6280

Chattanooga Hamilton County
Regional Planning Agency
Development Services

APPROXIMATELY 0.37 ± ACRES
UNOPENED RIGHT-OF-WAY
PROPOSED TO BE ABANDONED

APPROXIMATELY 0.04 ± ACRES
PROPOSED TO BE DEDED TO
HAMILTON COUNTY AS
RIGHT-OF-WAY.

132A-A-026

132A-A-021

298' ±
258' ±

40' ±

100' ±

140' ±

40' ±

DOLTEWAH GEORGETOWN ROAD

6305

6303

6230

6237

6236

6231

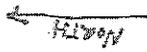
6231

6210

6236

6231

6230



NOT TO SCALE

2014-141



Hamilton County Board of Commissioners RESOLUTION

No. 115-29

A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS, ARTICLE V GENERAL PROVISIONS SECTION 105(3)(b) TO CLARIFY THE "EFFECTIVE DATE" MENTIONED IN THE TEXT

WHEREAS, there is a proposal to amend the Hamilton County Zoning Regulations to clarify "effective date" mention in the text of Article V General Provisions Section 105(3)(b), and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 21, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended as follows:

Article V, Section 105(3)(b) be deleted in its entirety and replaced in lieu thereof with the following:

- (b) Easements or rights-of-way which were established and existing prior to October 18, 1978 (Resolution 1078-47) may be acceptable in spite of width if, in the opinion of the Director of Building Inspection, the pre-existing easement as described by deed or other legal instrument will provide safe and adequate access to the property in question at no expense or potential damage to the public welfare.

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

January 21, 2015

Date



**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING
REGULATIONS, ARTICLE V GENERAL PROVISIONS SECTION
105(3)(b) TO CLARIFY THE "EFFECTIVE DATE" MENTIONED IN THE
TEXT**

WHEREAS, Article V, Section 105 states that no building permit shall be issued for a building or use on a lot which does not meet certain requirements; and

WHEREAS, Article V, Section 105(3)(b) identifies one of the requirements as being easements or rights-of-way which were established prior to the "effective date of this Resolution"; and

WHEREAS, The "effective date of this Resolution" mentioned above is October 18, 1978 per Hamilton County Resolution 1078-47; and

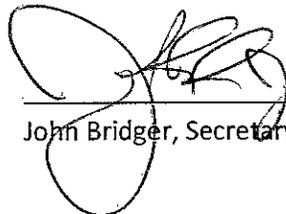
WHEREAS, Inserting the effective date of October 18, 1978 into the text of this section of the zoning regulations will remove confusion regarding enforcement.

NOW THEREFORE, BE IT RESOLVED, that the Chattanooga-Hamilton County Regional Planning Commission on December 8, 2014 does hereby recommend to the Hamilton County Commission that the following sections be amended as follows:

Article V, Section 105(3)(b) be deleted in its entirety and replaced in lieu thereof with the following:

- (b) Easements or rights-of-way which were established and existing prior to October 18, 1978 (Resolution 1078-47) may be acceptable in spite of width if, in the opinion of the Director of Building Inspection, the pre-existing easement as described by deed or other legal instrument will provide safe and adequate access to the property in question at no expense or potential damage to the public welfare.

Respectfully submitted,



John Bridger, Secretary

Date of Adoption: December 8, 2014

JB:GH:PD:sh



Hamilton County Board of Commissioners RESOLUTION

No. 115-30

A RESOLUTION TO ACCEPT A CONTINUATION CONTRACT BETWEEN THE SHERIFF’S OFFICE AND THE HAMILTON COUNTY DEPARTMENT OF EDUCATION TO PROVIDE TWO (2) SCHOOL RESOURCE OFFICERS FOR TWO YEARS, BETWEEN JULY 1, 2014 AND JUNE 30, 2016 AND TO AMEND THE SHERIFF’S BUDGET.

WHEREAS, the Sheriff’s Office will provide a total of two officers, one at Orchard Knob Middle School and one at Hixson Middle School;

WHEREAS, the Sheriff’s Line Item Patrol Revenue Budget from the Department of Education will be increased by \$2,809 from the current \$112,370 to \$115,179 to match the amount of the contract between the two parties mentioned above. Correspondingly, the Sheriff’s Line Item Patrol Expense Budget for Uniform Expenses will be increased by \$2,809 as well;

Whereas, the county legislative body deems the placement of said officers at these schools and the security that their presence affords to be in the best interests of the citizens of Hamilton County.

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

The contract is approved and accepted between the Sheriff’s Office and the Hamilton County Department of Education, and to amend the Sheriff’s Revenue and Expense budget by an increase of \$2,809 for each.

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

January 21, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 115-31

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO APPLY FOR A CLEAN ENERGY GRANT SPONSORED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION THAT WILL PAY HALF THE COST OF A LIGHTING SYSTEM UPGRADE IN THE COURTS BUILDING THAT IS ESTIMATED TO COST \$401,056.

WHEREAS, The current lighting system is in need of an upgrade to replace obsolete components, to improve the functionality of the system and to become more energy efficient; and,

WHEREAS, The system upgrade would include new energy efficient fluorescent fixtures, ballasts and lamps, LEDs in certain areas and motion sensors to dim lights when not in use; and,

WHEREAS, The Tennessee Department of Environment and Conservation (TDEC) offers a Clean Energy Grant Program to county governments and other eligible entities to assist with projects that result in the reduction of emissions and pollutants; and,

WHEREAS, The estimated cost for this project is \$401,056, which includes the \$200,528 match which the County will pay with Bond Funds; and,

WHEREAS, The system upgrade will save energy, reduce pollutants, save on maintenance costs and pay for itself in 3.6 years by saving \$62,558 in energy costs annually; and

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

The County Mayor is hereby authorized to apply for a Clean Energy Grant sponsored by the Tennessee Department of Environment and Conservation that will pay half the cost of a lighting system upgrade in the Courts Building that is estimated to cost \$401,056.

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

January 21, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 115-32

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE FISCAL YEAR 2015-2018 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED \$39,300.00 (\$13,100.00 PER YEAR) TO PROVIDE CASE MANAGEMENT SERVICES IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH PREVENTION OF CHILDHOOD LEAD POISONING PROGRAM GUIDELINES.

WHEREAS, to carry out the Department of Health’s responsibility in the implementation of the Prevention of Childhood Lead Poisoning Program; and

WHEREAS, when medically necessary, home visits are made to children with Elevated Blood Lead Levels (EBLL) to educate care-givers about dangers of lead poisoning, sources of lead, and prevention techniques; and

WHEREAS, the State has agreed to provide \$39,300.00 (\$13,100.00 per year) for the provision of these Case Management services; and

WHEREAS, this program and service is for the health and well-being of the citizens of Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the July 1, 2015 – June 30, 2018 contract period in an amount not to exceed \$39,300.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date

**CONTRACT**

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

Begin Date July 1, 2015	End Date June 30, 2018	Agency Tracking # 34360-40016	Edison Record ID		
Contractor Legal Entity Name Chattanooga-Hamilton Health Department				Edison Vendor ID 4208	
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 93.994			
Service Caption (one line only) Childhood Lead Poisoning Prevention Program (CLPPP)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016		\$13,100			\$13,100
2017		\$13,100			\$13,100
2018		\$13,100			\$13,100
TOTAL:		\$39,300			\$39,300
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GU</i>		
Speed Chart (optional) HL00007860		Account Code (optional) 70899000			

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

This Contract, by and then between the State of Tennessee, the Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Contractor," is for the Childhood Lead Poisoning Prevention Program (CLPPP), 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 Definitions.

- a. CLPPP means Childhood Lead Poisoning Prevention Program.
- b. EBLL means Elevated Blood Lead Level.
- c. LeadTrk is a web based program used to input information on blood lead.
- d. $\geq 20\text{ug/dl}$ means greater than or equal to Micrograms per deciliter

A.3. Service Goals.

- a. To educate the public regarding the effects of lead poisoning.
- b. To provide case management for children with lead poisoning.
- c. To reduce the number of children affected by lead poisoning.

A.4. Service Recipients.

Citizens of Tennessee and children ages six (6) months to one hundred ninety-two (192) Months who have EBLL.

A.5. Service Description.

- a. The Contractor agrees to conduct case-management of all children in Hamilton County ages six (6) months to one hundred ninety-two (192) months with EBLL above the norm. The case-management services shall include:
 - 1) Educate caregivers about the dangers of lead poisoning, sources of lead and prevention techniques;
 - 2) Discuss and plan needed related services such as additional blood tests, investigation of lead source, home cleanup, temporary shelter, relocation, healthy food, lead-safe household items, and medical care.
 - 3) Input blood lead case management notes into the LeadTrk program;
 - 4) When medically necessary, conduct a home visit to educate caregivers and discuss plans for lead related services

- b. Arrange transportation through public providers for a child with EBLL or his/her caregiver to: Lead-related medical services or a lead safe environment, or social services agencies to provide assistance related to lead poisoning.
- c. Refer to appropriate agencies to assure goods and services necessary to protect a child with EBLL are available or are provided (such as home cleaning supplies, temporary shelter, relocation, healthy food, lead-safe household items, especially those used in cooking, eating, and food storage or replacement of a child's contaminated toys);
- d. Promote childhood lead screening and lead poisoning prevention by:
 - 1) Participating in meetings and projects with public and private groups/agencies where lead screening can be promoted to improve childhood lead screening rates when appropriate.
 - 2) Participating in meetings and projects with public and private social services agencies related to housing, transportation, or nutrition to coordinate or improve services for children with EBLL to provide more lead-safe environments for children when appropriate;
 - 3) Conducting health education for professionals or public as needed, regarding any aspects of the CLPPP.
- e. When requested, attend and participate in the meetings/conferences and projects with Tennessee CLPPP and other state, public or private agencies where lead screening can be promoted to improve childhood lead screen rates when requested.

A.6. Service Reporting.

The Contractor shall report the following to the State and the University of Tennessee CLPPP manager as follows:

- a. Report monthly, by electronic transmission confirmed blood lead levels of all presumed positives to the CLPPP nurse consultant and keep her informed of the progress of any active cases ≥ 5 mg/dl;
- b. By the 15th of each month after the end of each quarter, submit to the State quarterly reports as detailed in the format attached herein as Attachment 1;
- c. Provide an annual report including both educational/promotional activities and summary status of the Scope of Services activities by the 15th day of July following the end of each fiscal year.

A.7. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Educate caregivers on lead poisoning	A.5.a.1.	Throughout the term of the contract	Individuals as approved by the State	In Person, Electronically, and other format as requested.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Discuss and plan needed related services (testing, cleanup, etc.)	A.5.a.2.	As requested	Individuals as approved by the State	In Person
Input blood lead case management into LeadTrk	A.5.a.3.	Throughout the term of the contract	LeadTRK	On site, Web based, print material and other formats as requested
When medically necessary, conduct home visits to educate, draw blood and discuss services	A.5.a.4.	To Be Determined	As requested	To Be Determined
Arrange transportation for a child with EBLL and goods and services necessary to protect them	A.5.b. & A.5.c.	As Needed	As requested	In Person, Electronically and other format requested
Participate in meetings and projects with public and private groups to promote lead screening	A.5.d.	Throughout the term of the contract	Public and private agencies or groups	In person
Conducting and participating in health education in any aspect of the CLPPP to improve childhood lead screen rates	A.5.d. & A.5.e.	As requested	Labs and physicians	To Be Determined

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

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2015 ("Effective Date"), and extend for a period of Thirty Six (36) 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 Thirty Nine Thousand Three Hundred Dollars (\$39,300.00). 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)
Submission of Quarterly Report: July - September	\$3,275
Submission of Quarterly Report: October - December	\$3,275
Submission of Quarterly Report: January – March	\$3,275
Submission of Quarterly Report: April – June, and the Annual Report: July - June	\$3,275

* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (Attachment 2) (as required in section C.5., below) for said service(s) within forty-five (45) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoices is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

- 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:

By email: Debbie.Osborne@tn.gov

By regular mail:

Debbie Osborne
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243

- 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: Department of Health & Family Health and Wellness.
 - (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 an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

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 State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the 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:

Pam Isom, Program Director for Pediatric Case Management and Follow Up
 Childhood Lead Poisoning Prevention Program
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Email: pam.isom@tn.gov
 Telephone # (615) 532-8144
 FAX # (615) 741-1063

The Contractor:

Rebekah Barnes, Administrator

Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403
 Email Address: beckyB@HamiltonTN.gov
 Telephone: (423) 209-8000
 Fax: (423)209-8001

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

E.3. Subject to Funds Availability. The 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. 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 unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.7. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.8. 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.9. 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.10. 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.

- E.11. CFDA Number(s). When applicable, the Contractor shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers and Grant Names:

93.994 – Maternal and Child Health Block Grant

- E.12. Health Care Data: The Contractor shall provide data reports about health care services provided under this Contract using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Contractor shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and email notices shall be sent to the Contractor regarding new revisions and/or updates, which can be accessed through the above-referenced website.

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

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DATE

DEPARTMENT OF HEALTH:

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

DATE

Hamilton County Childhood Lead Poisoning Prevention Program Quarterly Report

Dates of Report:

- July-September
- October-December
- January-March
- April-June

Number of caregivers educated about lead poisoning:

Number of children cases follow-up was provided for:

Number of children arranged transportation for to lead-related services:

Number of children assisted with finding services necessary to protect a child with EBLL:

Number of home visits conducted to children with EBLL's:

Number of people provided lead poisoning educational materials:

Number of meetings attended with social service agencies to coordinate services for children with EBLL's:

Number of meetings attended to promote lead screening:

List the names of the meetings attended to promote lead screening:

List any conferences and projects with Tennessee CLPPP and other state, public and private agencies where lead screening was promoted:

List and briefly describe at least one success during this quarter:

List and briefly describe a barrier (if there has been any) or challenge:

Other (any information that you would like to provide):

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM	TO
CONTRACTING STATE AGENCY Tennessee Department of Health				CONTRACT PERIOD	
PROGRAM AREA				FROM	
EDISON CONTRACT NUMBER				TO	
OCR CONTRACT NUMBER				CONTACT PERSON/TELEPHONE NO.	
				FOR CENTRAL OFFICE USE ONLY	
BUDGET	(A)	(B)	(C)		
LINE	TOTAL	AMOUNT BILLED	MONTHLY		
ITEMS	CONTRACT	YTD	EXPENDITURES		
	BUDGET		DUE		
		(MO./DAY/YR.)			
Salaries			\$0.00		
Benefits			\$0.00	SPEEDCHART NUMBER:	
Professional Fee/Grant & Award			\$0.00	USERCODE:	
Supplies			\$0.00	PROJECT ID:	
Telephone			\$0.00	AMOUNT:	
Postage & Shipping			\$0.00		
Occupancy			\$0.00	SPEEDCHART NUMBER:	
Equipment Rental & Maintenance			\$0.00	USERCODE:	
Printing & Publications			\$0.00	PROJECT ID:	
Travel/Conferences & Meetings			\$0.00	AMOUNT:	
Interest			\$0.00		
Insurance			\$0.00	SPEEDCHART NUMBER:	
Specific Assistance to Individuals			\$0.00	USERCODE:	
Depreciation			\$0.00	PROJECT ID:	
Other Non Personnel			\$0.00	AMOUNT:	
Capital Purchase			\$0.00		
Indirect Cost			\$0.00		
TOTAL			\$0.00		

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

Please check one of the following boxes

These services are for medical services

non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION

FOR FISCAL USE ONLY

Title: _____

Date: _____

Title: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT:



Hamilton County Board of Commissioners RESOLUTION

No. 115-33

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO RENEW THE AGREEMENT WITH THE STATE OF TENNESSEE ON BEHALF OF THE TENNESSEE BUREAU OF INVESTIGATION FOR HAMILTON COUNTY INFORMATION TECHNOLOGY SERVICES AND HAMILTON COUNTY GEOGRAPHIC INFORMATION SYSTEMS TO PROVIDE PROFESSIONAL SERVICES THROUGHOUT CALENDAR YEAR 2015 IN SUPPORT AND DEVELOPMENT OF SOFTWARE FOR THE TENNESSEE BUREAU OF INVESTIGATION NOT TO EXCEED \$155,000.

WHEREAS, the Tennessee Bureau of Investigation (TBI) has need of this database and application for its work in this area; and

WHEREAS, state wide efforts require an effective data collection, management and utilization system; and

WHEREAS, this system has been developed and maintained by Hamilton County Information Technology Services and Hamilton County Geographic Information Systems; and,

WHEREAS, in order not to interrupt the operation of this information system within the State of Tennessee an agreement between Hamilton County and the State of Tennessee was implemented in 2005; and

WHEREAS, this agreement provides for this work to be done in a manner not to interfere with the work these two Hamilton County departments do in support of Hamilton County; and

WHEREAS, pursuant to this agreement the State of Tennessee will repay Hamilton County for all cost incurred during the calendar year 2015 in the continued development, support and management of the this TBI information system in an amount not to exceed \$155,000; and

WHEREAS, since the cost of continued support and management of this information system is not budgeted and will not require any unreimbursed County support, it is necessary to increase the fiscal year 2015 general fund revenue and expense budgets by \$155,000; and

WHEREAS, this county legislative body deems Hamilton County's participation in this work and in the funding of the information system to be vital and in the best interest of its citizens.

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

The County Mayor is hereby authorized to renew the agreement with the State of Tennessee on behalf of the Tennessee Bureau of Investigation for Hamilton County Information Technology Services and Hamilton County Geographic Information Systems to provide professional services throughout calendar year 2015 in support and development of this TBI Information System not to exceed \$155,000 and that the general fund revenue and expenditure budgets are amended by the same amount.

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

January 21, 2015

Date



CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
Contractor Legal Entity Name			Edison Vendor ID

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #
--	---------------

Service Caption (one line only)

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

American Recovery and Reinvestment Act (ARRA) Funding: **YES** **NO**

<p>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.</p>	<p><i>OCR USE - GU</i></p>
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Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
HAMILTON COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Hamilton County, Tennessee, hereinafter referred to as the "Contractor," is for the provision of technological services and supplies for the Tennessee Methamphetamine and Pharmaceutical Task Force, 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. The Contractor will provide services of the Contractor's Information Systems Support Staff for the development, implementation, and support of the Tennessee Methamphetamine Information System (TMIS) which is a crucial element to the operation of the Tennessee Methamphetamine and Pharmaceutical Task Force (TMPTF). The individuals that will provide support have an intimate knowledge of the system. To enable the continued success of the computer system, the Contractor will continue to enhance the methamphetamine web-based computer system that has been created.
- A.3. The Contractor shall provide the following computer hardware and software necessary to operate and maintain the TMIS: one SAN module to support Virtualization environment, five operating system licenses for new server installations, one Network switch to support server environment, one redundant intrusion prevention/detection systems, and one log monitoring and auditing software/hardware.
- A.4. The Contractor shall provide all repair parts and additional equipment and licenses required to complete this contract. The Contractor shall provide operational equipment and supplies for use on TMIS.

B. CONTRACT PERIOD:

- B.1 This Contract shall be effective for the period beginning January 1, 2015, and ending on December 31, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2 Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

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 FIFTY-FIVE THOUSAND DOLLARS (\$155,000). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's 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:

	Title	Hourly Rate
Services of	APPLICATION DEVELOPMENT MGR	\$75.15
Services of	GIS ANALYST	\$45.92
Services of	GIS MANAGER	\$58.05
Services of	GIS SPECIALIST	\$42.00
Services of	GIS SPECIALIST	\$41.28
Services of	GIS SPECIALIST	\$41.08
Services of	GIS SYSTEM PROGRAMMER	\$46.71
Services of	GIS TECHNICIAN	\$33.88
Services of	GIS TECHNICIAN	\$33.80
Services of	GIS TECHNICIAN	\$32.90
Services of	GIS TECHNICIAN	\$32.09
Services of	ITS INVENTORY CONTROL TECH	\$32.25
Services of	ITS OPERATIONS MANAGER	\$66.00
Services of	MICROCOMPUTER SPECIALIST	\$44.16
Services of	MICROCOMPUTER SPECIALIST	\$43.37
Services of	MICROCOMPUTER SPECIALIST	\$43.37

Services of	NETWORK MANAGER	\$65.05
Services of	NETWORK SPECIALIST	\$52.12
Services of	NETWORK SPECIALIST	\$50.70
Services of	NETWORK SPECIALIST	\$49.07
Services of	NETWORK SPECIALIST	\$48.57
Services of	PROGRAMMER	\$38.34
Services of	PROGRAMMER	\$36.31
Services of	SR PROGRAMMER	\$42.11
Services of	SR PROGRAMMER	\$42.11
Services of	SR PROGRAMMER ANALYST	\$51.56
Services of	SR PROGRAMMER ANALYST	\$51.56
Services of	SYSTEM/DATABASE ARCHITECT	\$63.15
Services of	SYSTEMS ANALYST	\$51.31
Services of	SYSTEMS ANALYST SUPERVISOR	\$66.96
Services of	SYSTEMS ANALYST SUPERVISOR	\$66.96
Services of	SYSTEMS PROGRAMMER	\$54.76
Services of	WEBMASTER	\$43.77
Computer	Software, Hardware & Maintenance for TMTF applications	\$65,000

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

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:

Tennessee Bureau of Investigation
Attn: Fiscal Department
901 R.S. Gass Boulevard
Nashville, Tennessee 37216

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 Bureau of Investigation, Drug Division

- (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 an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

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 State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the 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:

Tommy Farmer, ASAC
Tennessee Bureau of Investigation
540 McCallie Avenue, Suite 411
Chattanooga, Tennessee 37402
Thomas.farmer@tn.gov
Telephone # 423-752-1479
FAX # 423-267-8983

The Contractor:

Jim Coppinger, Hamilton County Mayor
Hamilton County, Tennessee
208 Courthouse

Chattanooga, TN 37402
Telephone # 423-209-6100
FAX # 423-209-6101

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. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.6. 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.7. 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,

HAMILTON COUNTY, TENNESSEE:

CONTRACTOR SIGNATURE

DATE

Jim S. Coppinger, Mayor of Hamilton County, Tennessee

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE BUREAU OF INVESTIGATION:

MARK GWYN, DIRECTOR

DATE



Hamilton County Board of Commissioners

RESOLUTION

No. 115-34

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

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

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

December 1, 2014, \$16,530.15 for 8,504 gallons of E10 gasoline at 1.943809 per gallon from Jat Oil and Supply, Inc.

December 1, 2014, \$1,089.50 for 500 gallons of regular unleaded gasoline at 2.1790 per gallon from Jat Oil and Supply, Inc.

December 4, 2014, \$14,885.91 for 8,482 gallons of E10 gasoline at 1.7550 per gallon from Collins Oil Company, Inc.

December 9, 2014, \$968.76 including \$704.76 for 250 gallons of diesel fuel at 2.81905 per gallon and \$264.00 for 100 gallons of regular unleaded gasoline at 2.6400 per gallon from Jat Oil and Supply, Inc.

December 9, 2014, \$14,640.99 for 8,542 gallons of E10 gasoline at 1.7140 per gallon from Jat Oil and Supply, Inc..

December 10, 2014, \$14,700.55 for 8,527 gallons of E10 gasoline at 1.7240 per gallon from Collins Oil Company, Inc.

December 11, 2014, \$13,147.11 for 8,041 gallons of E10 gasoline at 1.635009 per gallon from Jat Oil and Supply, Inc.

December 11, 2014, \$14,643.20 for 7,311 gallons of diesel fuel at 2.0029 per gallon

from Sweetwater Valley Oil Company.

December 17, 2014, \$2,154.00 for 1,200 gallons of regular unleaded gasoline at 1.7950 per gallon from Collins Oil Company, Inc.

December 19, 2014, \$1,432.00 for 800 gallons of regular unleaded gasoline at 1.7900 per gallon from Jat Oil and Supply, Inc.

December 30, 2014, \$13,338.63 for 8,016 gallons of diesel fuel at 1.664001 per gallon from Jat Oil and Supply, 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:

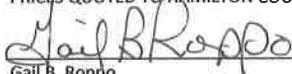
County Mayor

January 21, 2015

Date

Date:	12/1/2014	12/1/2014	12/4/2014	12/9/2014	12/9/2014	12/9/2014	12/10/2014	12/11/2014	12/11/2014	12/17/2014	12/19/2014	12/30/2014
Location	Career Lane	ESNP	Silverdale	Walden's Ridge	Walden's Ridge	Sheriff's Sub-Station	Silverdale	White Oak	White Oak	Riverpark	ESNP	Silverdale
Sweetwater (HC)	Gasoline	2.6338			2.7800					2.0810	2.1599	
	E-10 Gasoline	1.9604		1.7820		1.7500	1.7309	1.6554				
	Diesel				2.8534					2.0029		1.7424
	Bio Diesel											
Jat Oil (HC)	Gasoline		2.1790			2.6400				1.8900	1.7900	
	E-10 Gasoline	1.943809		1.7690			1.7140	1.7430	1.635009			
	Diesel				2.81905					2.0190		1.664001
	Bio Diesel											
Collins Oil	Gasoline		2.2470			no quote				1.7950	1.8290	
	E-10 Gasoline	1.9825		1.7550		no quote	1.7240	1.6690				
	Diesel				no quote					2.0350		1.7300
	Bio Diesel											
Mansfield	Gasoline		no quote			no quote				no quote	no quote	
	E-10 Gasoline	1.9705		1.7682			1.7505	1.7330	1.6400			
	Diesel				no quote					2.0288		1.8585
	Bio Diesel											
Rogers Petroleum	Gasoline		no quote			no quote				no quote	no quote	
	E-10 Gasoline	no quote		no quote			no quote	no quote	no quote			
	Diesel				no quote					no quote		no quote
	Bio Diesel											
Parman (HC)	Gasoline		no quote			no quote				no quote	no quote	
	E-10 Gasoline	2.0175		1.8029			1.7342	1.7490	1.6676			
	Diesel				no quote					2.0663		1.6856
	Bio Diesel											
Dupree Oil	Gasoline		no quote			no quote				no quote	no quote	
	E-10 Gasoline	no quote		no quote			no quote	no quote	no quote			
	Diesel				no quote					no quote		no quote
	Bio Diesel											
Pilot Travel	Gasoline		no quote			no quote				2.8789	no quote	
	E-10 Gasoline	2.0063		1.7904			1.7253	2.7536	1.6623			
	Diesel				no quote					2.0229		1.7034
	Bio Diesel											

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF DECEMBER 1, 2014, THROUGH DECEMBER 31, 2014.


 Gail B. Roppo
 Director of Purchasing

Unleaded Gasoline	December 2014	YTD
Gallons Purchased	2,600	25,654
Total Cost	\$4,939.50	\$68,752.97
Average Cost/Gallon	\$1.8998	\$2.6800
E-10		
Gallons Purchased	42,096	241,670
Total Cost	\$73,904.71	\$564,903.25
Average Cost/Gallon	\$1.7556	\$2.3375
Diesel		
Gallons Purchased	15,577	106,167
Total Cost	\$28,686.60	\$277,055.98
Average Cost/Gallon	\$1.8416	\$2.6096
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 115-35

A RESOLUTION (1) ESTABLISHING THE MINIMUM BID AMOUNT FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY HAMILTON COUNTY THROUGH PREVIOUS DELINQUENT TAX SALES, (2) AUTHORIZING THE OFFER OF SAID PARCELS FOR SALE AT THAT MINIMUM BID AMOUNT, AND (3) AUTHORIZING CERTAIN SAID PARCELS TO BE OFFERED FOR SALE FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT OF TAXES, PENALTY, COST AND INTEREST ACCUMULATED AGAINST THE PROPERTY.

WHEREAS, on September 15, 1982, the Hamilton County Board of Commissioners adopted Resolution No. 982-28 creating the Delinquent Tax Property Disposition Special Committee to aid in the disposition of property acquired by Hamilton County through delinquent tax sales; and,

WHEREAS, said Special Committee along with the County Mayor has placed a fair price on each parcel of such property as required by Tennessee Code Annotated, Section 67-5-2507; and,

WHEREAS, provided that it appears impossible to sell any tract of said property for the total amount of taxes, penalty, cost and interest accumulated against the property, pursuant to Tennessee Code Annotated, Section 67-5-2507, upon application, the Hamilton County Board of Commissioners may authorize those parcels for sale at some lesser amount, and it is the recommendation of said Special Committee along with the County Mayor, same being the minimum bid amount; and,

WHEREAS, the fair price hereinafter referred to as the minimum bid amount, was determined to be a fair and reasonable price.

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

That the parcels of property listed on the attached list which were acquired through previous delinquent tax sales are hereby offered for sale at the minimum bid amount shown which has been determined to be a fair and reasonable price, all parcels identified by State Tax Map Numbers, the complete list and bidding information being attached and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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

January 21, 2015

Date

January 2015

Hamilton County Property For Sale

Attention: Bidders

During the next several months the Hamilton County Real Property Office will be selling property acquired by Hamilton County through previous delinquent tax sales.

The state tax map identification number and the approximate address of each parcel of this property are enclosed in this package.

Also enclosed are the Steps to Follow Before Bidding on Property, Bidding Instructions outlining the bidding procedures, and the Payment Procedures & Forfeit Policy. It is very important that you read this information carefully.

If you have questions or would like your name removed from the mailing list, please contact the Hamilton County Real Property Office at 209-6444.

Enclosures: Important Dates for 2015 Sale
 Steps to Follow Before Bidding on Property
 Bidding Instructions
 Payment Procedures & Forfeit Policy
 Property List
 Bid Form

Check internet for property listing at: www.hamiltontn.gov/realproperty
and www.chattanooga.com

IMPORTANT DATES TO REMEMBER FOR 2015 PROPERTY SALE

Monday	January 26	Ad – Chattanooga Times/Free Press
Monday	February 23	Sealed bids due by 4:00 p.m.
Tuesday	February 24	Bid Opening – County Commission Room – 9:00 a.m.
Monday	March 2	Legal Notice in newspaper and www.hamiltontn.gov/realproperty
Thursday	March 12	Letter of Intent due by 4:00 p.m.
Friday	March 20	Balance Due by 12:00 noon (properties without increase)
Tuesday	March 24	Bid Off – County Commission Room – 9:00 a.m.
Thursday	March 26	Balance due by 12:00 noon

Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made.

HAMILTON COUNTY 2015 PROPERTY SALE

STEPS TO FOLLOW BEFORE BIDDING ON PROPERTY

1. **READ BIDDING INSTRUCTIONS and Payment Procedures & Forfeit Policy.**
2. Mark the parcels of property on the sale list that you are interested in purchasing.
3. Use the **STATE TAX MAP NUMBER** to identify the property on the state tax maps. Maps are available in the **REAL PROPERTY OFFICE** located downtown in the Mayfield Annex, or the **ASSESSOR OF PROPERTY OFFICE**, located at 6135 Heritage Park Drive in the Bonny Oaks Industrial & Office Park.
4. Have your list and correct State Tax Map Number available when calling any office to obtain information regarding property.
5. Check zoning, subdivision, and building permit information at the **REGIONAL PLANNING AGENCY**, Development Resource Center, 1250 Market Street, (423) 668-2287.
6. After identifying the location and size of the property and checking any other property information, **GO TO THE PROPERTY LOCATION IN PERSON AND IDENTIFY THE PROPERTY BEFORE SUBMITTING A BID.** Personal on-site inspection of the property is strongly recommended.
7. Call the **HAMILTON COUNTY REAL PROPERTY OFFICE** at (423) 209-6444 for questions.
8. Submit bids on the Bid Form provided by the Real Property Office.
9. **PAYMENTS: SEE PAYMENT PROCEDURE & FORFEIT POLICY (enclosed).**
10. **IMPORTANT NOTICE TO PURCHASERS OF COUNTY PROPERTY:**

Hamilton County sells property, which it has obtained when the owner fails to pay taxes. Hamilton County attempts to follow all necessary steps to comply with the State Law in the acquisition and disposition of this property. Hamilton County does not and cannot make any warranties, covenants or representations as to the status or quality of the title to this property. Each buyer must ascertain the legal status of the title to this property. Hamilton County makes no warranties or representations of any kind regarding the previous use of any property as to hazardous waste, or whether there may be such problems as boundary disputes, limited restrictions on use of the properties for purposes of zoning classification, subdivision restrictions, building permit restrictions, and the like. Hamilton County makes no warranties or representations concerning the condition of the property. The property will be sold "as is" with no warranties expressed or implied as to improvements, soil conditions, environmental, or wetland issues. It is the responsibility of each buyer to determine the historical use of the property.

Announcements made at the Bid-Opening and Bid-Off will take priority over written material provided by the Real Property Office for this property sale. Prior to bidding, all interested parties should carefully check all items such as: state tax map number, location, lot size, current zoning, and future use of the property. It is the responsibility of prospective purchasers to make their own decisions to verify the accuracy of any written information.

HAMILTON COUNTY 2015 PROPERTY SALE BIDDING INSTRUCTIONS

The property shown on the attached list, which was acquired by Hamilton County through previous delinquent tax sales, will be offered for sale. All properties are for purchase only, no rent, no subsidy.

1. Bids for each parcel of property must be submitted on a separate bid form enclosed with this packet. The bid form also may be printed from our website at www.hamiltontn.gov/realproperty or may be picked up at the Real Property Office. Bid forms may be copied.
2. Type or clearly print the following information on the bid form:
 - *State Tax Map Number identifying the property (see attached list)
 - *Approximate address of the property (see attached list)
 - *Name of bidder
 - *Mailing address (street, city, state & zip code) of bidder
 - *Telephone number(s) of bidder
 - *Amount of bid
 - *Signature of bidder
3. Place each separate bid in an envelope and seal.
4. Write only the State Tax Map Number on the front of each sealed envelope.
5. Hand deliver or mail sealed bids to the Hamilton County Real Property Office. If you mail your sealed bids, place the sealed bid envelope(s) inside the mailing envelope.

Mailing address: Hamilton County Real Property Office
4th Floor Mayfield Annex
123 E. 7th Street
Chattanooga, TN 37402

6. All bids must be received by the Hamilton County Real Property Office no later than **4:00 p.m. on Monday, February 23, 2015.**
7. Deposits are not required in order to submit a bid. **DO NOT SEND MONEY WITH YOUR BID.** Deposits must be paid at the Bid-Opening at the time the high bid is established. (See Payment Procedures & Forfeit Policy.)
8. Sealed bids will be opened publicly at **9:00 a.m.** in the **HAMILTON COUNTY COMMISSION ROOM (Room 402), HAMILTON COUNTY COURTHOUSE** on **Tuesday, February 24, 2015.**

9. **THE BIDDER OR A REPRESENTATIVE MUST BE PRESENT AT THE BID OPENING to pay the 10% deposit at the time the high bidder is established. (See Payment Procedures & Forfeit Policy.)**
10. **PAYMENT:** The high bidder at the Bid-Opening must pay a ten percent (10%) **cash** deposit immediately at the time the high bid is awarded. **THE EXACT AMOUNT OF CASH FOR THE 10% DEPOSIT IS REQUIRED. Change will not be available.**
11. Following the public Bid-Opening, a legal notice will be placed in the local daily newspaper on **Monday, March 2, 2015**, showing each parcel of property on which a bid is placed (identified by State Tax Map Number), the name of the high bidder, and the amount of the high bid.
12. During the ten (10) days following publication of the legal notice, any person may offer to increase the high bid by at least ten percent (10%). All offers to increase must be submitted in writing on the Increase Forms available from the Real Property Office and received by the Hamilton County Real Property Office no later than **4:00 p.m. on Thursday, March 12, 2015.**
13. The original high bidder will be notified in writing whether or not an intent to increase is received. **(If an intent to increase is NOT received, the balance is due by 12:00 noon on Friday, March 20, 2015.) The balance must be paid by cashier's check or money order. Cash can no longer be accepted.** The original high bidder and those individuals who submitted a Letter of Intent to Increase the Bid must appear in the Hamilton County Commission Room (Room 402) of the Hamilton County Courthouse at the **Bid-Off at 9:00 a.m. on Tuesday, March 24, 2015.**
14. Each parcel of property will be sold to the person making the highest and best bid. Hamilton County reserves the right to deny any and all bids. Hamilton County Government is in compliance with the guidelines and procedures of Title VI of the Civil Rights Act of 1964 and does not discriminate on the basis of race, color, or national origin.
15. Deposits are considered a commitment to purchase the property and are subject to forfeit. See the Payment Procedure & Forfeit Policy. Refunds on deposits will be mailed within two weeks after the Bid-Off.
16. If no bids are received on a parcel, that property must be held over to the next annual property sale.
17. Addresses and lot sizes are approximate. **State Tax Map Numbers** are the correct identification for the property.
18. **IMPORTANT NOTICE TO PURCHASERS OF COUNTY PROPERTY**

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acquisition and disposition of this property. Hamilton County does not and cannot make any warranties, covenants or representations as to the status or quality of the title to this property. Each buyer must ascertain the legal status of the title to this property.

Hamilton County makes no warranties or representations of any kind regarding the previous use of any property as to hazardous waste, or whether there may be such problems as boundary disputes, limited restrictions on use of the properties for purposes of zoning classification, subdivision restrictions, building permit restrictions, and the like. Hamilton County makes no warranties or representations concerning the condition of the property. The property will be sold "as is" with no warranties expressed or implied as to improvements, soil conditions, environmental, or wetland issues. It is the responsibility of each buyer to determine the historical use of the property.

Announcements made at the Bid-Opening and Bid-Off will take priority over written material provided by the Real Property Office for this property sale. Prior to bidding, all interested parties should carefully check all items such as: state tax map number, location, lot size, current zoning, and future use of the property. It is the responsibility of prospective purchasers to make their own decisions to verify the accuracy of any written information.

19. Hamilton County reserves the right to:
 - reject any or all bids
 - waive any informality or irregularity in any bid
 - withdraw a property prior to the bid opening
 - deny participation in the Bid-Opening or Bid-Off
 - retain the deposit if purchase is not completed (See the Payment Procedure & Forfeit Policy included in this packet.)
20. The property will be conveyed by Quitclaim Deed. Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made.
21. For further information, call the Hamilton County Real Property Office at (423) 209-6444.

HAMILTON COUNTY 2015 PROPERTY SALE

Payment Procedure & Forfeit Policy

BID-OPENING

Prior to attending the Bid-Opening, Bidders must be prepared to pay a 10% deposit for each parcel of property on which a bid is submitted.

1. The 10% deposit must be paid immediately when the high bid is established. Bids will not be opened on the next parcel of property until the deposit is made.
2. The 10% deposit may be made by cash, certified check or money order. Certified checks or money orders should be made payable to **Hamilton County Trustee**.
3. **Personal checks will not be accepted.**
4. **Change will not be available at the Bid-Opening. If paying by cash, you must have the exact amount needed to pay the deposit on each parcel of property.**

BID-OFF

Bidders at the Bid-Off must be prepared to pay at least the 10% deposit for each high bid awarded.

Before the Bid-Off, it is recommended that you keep a record of your bids, establish the maximum bid amount you can pay, and be prepared to pay a minimum 10% deposit or the balance.

1. If a letter of intent to increase is received, the original high bidder will be notified by mail. The original bidder (or a representative) and the person(s) increasing the bid (or a representative) must appear at the Bid-Off **TO PAY THE 10% DEPOSIT/ADDITIONAL DEPOSIT AND/OR THE BALANCE**.
2. If a letter of intent to increase is not received and the original high bidder withdraws the bid, the 10% deposit will be forfeited.
3. If the original high bidder is outbid at the Bid-Off, the original 10% deposit will be refunded to the original high bidder by mail within two weeks after payment deadline.
4. **If the high bidder, or their representative, from the Bid-Opening is not present at the Bid-Off, the deposit will be forfeited.**

Bid-Off (cont.)

5. If the full 10% cash deposit is not paid at the time the high bid is established, the high bidder will be disqualified and the second high bidder will be required to pay a 10% deposit at that time.
6. If the original high bidder from the Bid-Opening is awarded the high bid at the Bid-Off, an additional cash deposit for the difference in the original bid and 10% of the new high bid is required to be paid IMMEDIATELY AT THE TIME THE HIGH BID IS ESTABLISHED.

Example: The original high bid at the Bid-Opening is \$200. A \$20 deposit is paid by the high bidder.

At the Bid-Off the final bid is \$500. The original high bidder must pay an additional \$30 to total a \$50 deposit.

7. If the original high bidder is outbid at the Bid-Off, the new high bidder is required to pay a 10%, nonrefundable cash deposit immediately.

FINAL PAYMENTS

The balance is due on Thursday, March 26, 2015, no later than 12 noon in the Hamilton County Real Property Office.

1. **Cash will no longer be accepted for the balance due.**
2. The balance must be made by certified check or money order. Certified checks or money orders should be made payable to **Hamilton County Trustee**
3. If the high bidder from the Bid-Off **does not** purchase the property, the 10% deposit is forfeited.
4. Hamilton County Government **does not** make loans or finance property.
5. Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made. **Please note that Recording Fees must be paid separately from the Balance Due. Recording Fees may be paid by personal check, certified check or money order. Cash will not be accepted.**

**FOR SALE
HAMILTON COUNTY PROPERTY
February 2015**

Definitions

S	=	HOUSE, BUILDING, OR PARTIAL BUILDING	Irr.	=	IRREGULARLY SHAPED LOT
V	=	VACANT LOT	Blk.	=	BLOCK
Unopened	=	STREET OR PORTION OF STREET NOT DEVELOPED	Back of	=	LOT NOT FRONTING A STREET

TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
V	021-010.05	14620 Standing Oak Lane (Stormer Road)	Bakewell	25 x 240 Irr.	R-5	\$500
S	028-031.05	4858 Parker Loop Road	Birchwood	3.2 Acres	A-1	\$15,000
S	074A-A-009	8900 Blk. Gann Road	Soddy Daisy	100 x 180	R-2A	\$10,000
V	075I-B-024	back of 1803 Lake Wood Avenue	Dallas Hollow	37 x 165 Irr.	A-1	\$250
V	082N-E-016	436 Blarney Lane	Hixson	60 x 199 Irr.	R-2	\$375
V	091J-C-007.02	back of 908 & 910 Old Lower Mill Road	Hixson	73 x 82 Irr.	R-1	\$200
V	099D-B-001.17	500 Blk. Etheyylin Lane	Hixson	119 x 260 Irr.	R-1	\$225
V	109F-E-043	4507 Delashmitt Road	Hixson	54 x 158 Irr.	R-2	\$375
V	109M-C-029	4100 Blk. Watson Road	Ashland Terrace	150 x 132 Irr.	R-2	\$600
V	118F-E-048	back of 3583 Crompton Street	Lupton City	119 x 120 Irr.	R-1	\$550
V	120F-B-020	5200 Blk. Rotary Drive	Hwy. 58	50 x 150	R-1	\$500
V	120K-A-009	back of 5100 Blk. Hwy. 58	Hwy. 58	149 x 288	R-1	\$250
V	126M-H-004	917 Dallas Road	N. Chattanooga	50 x 150	R-2	\$450
S	128I-F-011	3508 Taylor Street	E. Chattanooga	100 x 110 Irr.	R-1	\$5,000
V	128J-E-007	2721 Fairview Drive	Battery Heights	76 x 134 Irr.	R-1	\$600
V	128L-D-008	4300 Blk. Benton Drive	Bonny Oaks	45 x 40 Irr.	R-1	\$200
V	128O-B-051	3800 Blk. Countryside Road	E. Chattanooga	173 x 146 Irr.	R-1	\$250
V	128O-C-020 & 021	3600 Blk. Sapulpa Street	E. Chattanooga	239 x 189	R-1	\$200
S	128P-B-013	3207 Dodson Avenue	E. Chattanooga	50 x 191	R-1	\$2,500
S	128P-D-014	2209 Cushman Street	E. Chattanooga	70 x 148	R-1	\$2,000
S	128P-K-009	2513 Wilder Street	E. Chattanooga	50 x 210	R-1	\$3,000
V	128P-N-022	3110 Noa Street	E. Chattanooga	35 x 70	R-1	\$225
V	136D-A-001.03	2709 N. Orchard Knob Avenue	E. Chattanooga	50 x 76	R-1	\$250
V	136D-F-023	2712 Roanoke Avenue	E. Chattanooga	40 x 92	R-1	\$275
S	136E-B-016	2012 Bragg Street	E. Chattanooga	73 x 121	R-1	\$1,500
S	136E-D-020	2305 Glass Street	E. Chattanooga	143 x 101 Irr.	R-2	\$2,500
V	136E-F-011	2200 Taylor Street	E. Chattanooga	50 x 150	R-1	\$200
S	136E-F-027	2212 Davenport Street	Avondale	50 x 153 Irr.	R-1	\$2,000
S	136E-G-035	2110 Davenport Street	Avondale	50 x 182 Irr.	R-1	\$5,000
S	136K-F-003	1714 Newton Street	E. Chattanooga	46 x 137	R-1	\$1,000
V	136L-S-005.01	2500 Blk. McCrae Street	E. Chattanooga	48 x 184	R-1	\$225
S	136M-B-002	2010 Wilcox Blvd.	E. Chattanooga	50 x 129	R-1	\$2,300
V	136M-H-003	1515 Arlington Avenue	E. Chattanooga	41 x 135	R-1	\$250
V	136M-H-008	Monroe Street	E. Chattanooga	50 x 100	R-1	\$200

FOR SALE
HAMILTON COUNTY PROPERTY
February 2015

Definitions

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Unopened	=	STREET OR PORTION OF STREET NOT DEVELOPED	Back of	=	LOT NOT FRONTING A STREET

TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
S	136N-F-011	1055 N. Orchard Knob Avenue	E. Chattanooga	75 x 125	R-1	\$3,500
V	136N-G-026	back of 1802 Rubio Street	E. Chattanooga	39 x 50	R-1	\$250
S	136N-K-008	2008 Laura Street	Avondale	100 x 132	R-1	\$5,000
S	136N-M-019	2013 Windsor Street	Orchard Knob	50 x 132	R-1	\$1,500
V	137B-A-008	2921 Pennsylvania Avenue	E. Chattanooga	111 x 136 Irr.	R-1	\$225
V	137B-B-025	2918 Pennsylvania Avenue	E. Chattanooga	50 x 112 Irr.	R-1	\$225
S	137B-D-027	3123 Lightfoot Mill Road	E. Chattanooga	50 x 194 Irr.	R-1	\$1,000
S	137E-A-003	3951 Cromwell Road	Cromwell Road	110 x 290	O-1	\$50,000
V	137H-E-003	2302 N. Chamberlain Avenue	E. Chattanooga	50 x 100 Irr.	R-1	\$300
V	137I-D-046	1817 Greenwood Road	Eastdale	465 x 321 Irr.	R-2	\$450
V	137I-E-002	3215 Geneal Lane	Eastdale	1.3 Acres	R-1	\$500
V	137I-E-015 & 016	back of 1926 Greenwood Road (landlocked)	Eastdale	108 x 120	R-1	\$250
V	137I-E-028	1900 Blk. Greenwood Road	Eastdale	125 x 223 Irr.	R-1	\$500
S	137J-C-010	2252 Doolittle Street	Eastdale	78 x 158	R-1	\$500
S	137M-C-001	4630 Shallowford Road	Shepherd	1.83 Acres	M-1	\$15,000
S	146B-D-006	1136 Garfield Street	Orchard Knob	35 x 132	R-3	\$3,000
S	146B-D-006.01	1138 Garfield Street	Orchard Knob	35 x 132	R-3	\$3,000
S	146B-D-006.02	1140 Garfield Street	Orchard Knob	48 x 132	R-3	\$3,000
S	146C-E-008	2004 Rawlings Street	Orchard Knob	50 x 132	R-1	\$1,000
S	146C-F-001	914 N. Orchard Knob Avenue	Orchard Knob	46 x 135	R-1	\$4,500
S	146C-F-008	2012 Milne Street	Orchard Knob	50 x 132	R-1	\$1,000
S	146C-F-009	2014 Milne Street	Orchard Knob	50 x 132	R-1	\$1,000
S	146C-G-007	2010 Windsor Street	Orchard Knob	100 x 132	R-1	\$3,500
S	146C-G-008	2014 Windsor Street	Orchard Knob	50 x 132	R-1	\$2,500
V	146C-H-006, 007 & 008	1000 Blk. Dodson Avenue	Orchard Knob	141 x 144 Irr	R-2	\$200
V	146C-J-020	2100 Rawlings Street	Orchard Knob	50 x 132	R-1	\$350
V	146C-N-007	1700 Blk. Walker Avenue	Orchard Knob	55 x 100	R-1	\$300
S	146D-B-008	1116 Arlington Avenue	E. Chattanooga	50 x 125	R-1	\$1,000
S	146D-B-022	1221 Wheeler Avenue	E. Chattanooga	50 x 125	R-1	\$2,000
V	146D-F-002	879 Wheeler Avenue	E. Chattanooga	50 x 147 Irr.	R-1	\$350
S	146D-H-001	918 Wheeler Avenue	E. Chattanooga	50 x 125	R-1	\$2,500
S	146D-K-018	1128 N. Chamberlain Avenue	E. Chattanooga	48 x 140	R-1	\$1,500
S	146F-E-003 & 004	1908 & 1910 Blackford Street	Orchard Knob	80 x 135	R-1	\$6,000
V	146F-E-005	1928 Blackford Street	Orchard Knob	40 x 135	R-1	\$600

FOR SALE
HAMILTON COUNTY PROPERTY
February 2015

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Back of = LOT NOT FRONTING A STREET

TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
S	146F-E-011	457 Roanoke Avenue	Orchard Knob	40 x 40	R-1	\$2,500
V	146F-G-035	2012 Cleveland Avenue	Orchard Knob	40 x 97	R-1	\$300
S	146F-H-009	2103 Raulston Street	Orchard Knob	40 x 88	R-1	\$2,000
V	146F-J-019	2123 Raulston Street	Orchard Knob	40 x 88	R-1	\$600
V	146K-N-004.01	2000 Blk. Oak Street	Orchard Knob	75 x 21	R-1	\$250
V	146K-T-028	408 S. Kelley Street	Highland Park	50 x 100	R-2	\$350
V	146N-W-028	911 S. Kelley Street	Highland Park	90 x 42	R-3	\$400
V	146N-X-022	2109 E. 12th Street	Highland Park	50 x 142	R-2	\$350
V	146O-A-019 & 020	1004 & 1002 S. Greenwood Avenue	Highland Park	88 x 130	R-1	\$700
V	146O-J-006	1003 S. Hickory Street	Highland Park	40 x 103	R-1	\$250
S	146P-B-021	1107 E. 14th Street	Main Street	45 x 107	R-3	\$2,200
S	147A-K-013	3217 Through Street	Eastdale	50 x 146	R-1	\$3,500
S	147C-D-003	3925 Wilcox Blvd.	E. Chattanooga	1.4 Acres	C-2	\$25,000
V	147F-C-001.02	1000 Blk. Talley Road	Shallowford Road	100 x 150	R-1	\$275
V	147G-C-001	1012 Tunnel Blvd.	Eastdale	105 x 130	R-1	\$350
V	147G-K-009 & 010	1000 Blk. Shallowford Road	Eastdale	150 x 105 Irr.	R-1	\$200
S	147H-K-049	508 Ledford Street	Eastdale	43 x 123	R-1	\$1,500
V	147P-B-017	3300 Blk. Pinewood Avenue	Dalewood	105 x 100	R-3	\$250
V	147P-D-010	Dellwood Place (unopened)	Dalewood	50 x 100	R-1	\$225
V	155C-G-010	2627 Carr Street	S. Broad Street	61 x 140	R-3	\$350
V	155M-A-010	3629 Dorris Street	Alton Park	50 x 140	R-2	\$400
V	155M-E-021 & 022	1101 E. 33rd Street	Rossville Blvd.	133 x 140 Irr.	R-1	\$650
V	155N-H-009	605 W. 42nd Street	Alton Park	50 x 150	R-3	\$400
V	156A-F-005	1314 E. 18th Street	Alton Park	56 x 145	R-2	\$300
S	156B-H-004	2022 E. Main Street	Main Street	105 x 107	C-2	\$10,000
V	156B-N-011	1811 S. Hawthorne Street	Main Street	41 x 100	R-2	\$250
V	156B-N-015	1800 Blk. S. Hawthorne Street	Main Street	41 x 100	R-2	\$250
V	156B-R-040	1900 Blk. Lynnbrook Avenue	Main Street	82 x 100	R-2	\$250
S	156B-S-007	1811 S. Beech Street	Main Street	50 x 91	R-2	\$3,500
S	156B-T-011	1815 S. Willow Street	Main Street	50 x 150	R-2	\$2,000
V	156B-U-025	1703 S. Lyerly Street	Main Street	50 x 145	R-2	\$350
S	156F-A-006	2300 E. 18th Street Place	Ridgedale	43 x 147 Irr.	R-2	\$1,500
V	156F-G-025	2615 E. 19th Street	Ridgedale	45 x 211	R-2	\$450
S	156G-F-009	2226 E. 19th Street	East Lake	44 x 127	R-2	\$1,500

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TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
S	156H-C-015	2709 Cannon Avenue	Rossville Blvd.	50 x 135	R-1	\$2,000
V	156I-B-036	2804 Cannon Avenue	Rossville Blvd.	50 x 140	R-1	\$250
V	156I-K-024	2801 S. Hawthorne Street	Rossville Blvd.	45 x 135	R-1	\$275
S	156J-B-001	1901 E. 25th Street Place	East Lake	50 x 95	R-2	\$4,500
S	156J-C-015	2010 E. 26th Street	East Lake	50 x 125	R-2	\$2,000
S	156J-F-018	2825 3rd Avenue	East Lake	50 x 145	M-1	\$5,000
S	156K-A-026	2704 E. 21st Street	Ridgedale	43 x 135	R-2	\$2,000
S	156O-M-012	3011 12th Avenue	East Lake	50 x 150	R-1	\$2,000
V	156O-N-018	3018 12th Avenue	East Lake	50 x 150	R-1	\$650
V	156P-F-043.01	3200 Blk. Walthall Street	East Lake	40 x 100 Irr.	R-2	\$250
V	157H-A-025	back of 103 S. Germantown Road	East Ridge	10 x 25	R-1	\$225
V	157O-D-018	300 Blk. S. Parkdale Avenue	Brainerd	8 x 150	R-1	\$250
V	167B-B-020	4300 Blk. Michigan Avenue	St. Elmo	63 x 147 Irr.	R-1	\$250
V	167C-D-025	4400 Blk. Cain Avenue	Alton Park	50 x 126 Irr.	R-3	\$275
V	167C-E-015--018	Cain Avenue	Alton Park	205 x 230 Irr.	R-3	\$300
V	167C-J-003	208 W. 45th Street	Alton Park	37 x 150	R-3	\$325
V	167C-J-009	4508 Kirkland Avenue	Alton Park	50 x 145	R-3	\$200
V	167C-K-008	305 W. 42nd Street	Alton Park	45 x 79	M-1	\$200
V	167C-L-011	4001 Highland Avenue	Alton Park	50 x 145	R-3	\$450
V	167C-Q-003	3996 Hughes Avenue	Alton Park	50 x 135	R-3	\$450
V	167C-Q-011	4100 Blk. Central Avenue	Alton Park	50 x 60 Irr.	R-3	\$250
V	167D-B-002	4220 Fagan Street	Alton Park	40 x 140	R-2	\$275
V	167D-C-003	4000 Blk. Fagan Street	Alton Park	40 x 140	R-2	\$275
V	167D-D-016	3700 Blk. E. 38th Street	Alton Park	160 x 100 Irr.	R-2	\$250
V	167F-B-007	4621 Kirkland Avenue	Alton Park	50 x 150	R-3	\$200
V	167F-D-001	4340 Dorris Street	Alton Park	74 x 140	R-2	\$250
V	167F-D-014	4368 Dorris Street	Alton Park	40 x 140	R-2	\$250
V	167G-N-010	back of 4508 Balcomb Street	St. Elmo	43 x 100	R-1	\$200
V	167K-C-005	5100 Blk. Bedford Avenue	Alton Park	175 x 205 Irr.	R-2	\$200
S	167K-D-003 & 003.01	106 Ascension Street	Alton Park	100 x 145	R-3	\$1,400
V	167O-E-017	Tennessee Avenue	St. Elmo	84 x 47 Irr.	M-1	\$200
V	167O-P-005 & 006	Summit Avenue	Alton Park	103 x 190 Irr.	R-2	\$400
V	167O-P-009 & 010	100 Blk. Pulaski Street	Alton Park	140 x 205 Irr.	R-2	\$400
V	167O-P-019	5305 Slayton Avenue	Alton Park	50 x 145	R-2	\$250

FOR SALE
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V = VACANT LOT	Blk. = BLOCK
Unopened = STREET OR PORTION OF STREET NOT DEVELOPED	Back of = LOT NOT FRONTING A STREET

TYPE	STATE TAX MAP NUMBER	APPROXIMATE ADDRESS	AREA	APPROX. SIZE	ZONING	MIN. BID
V	167O-P-022	5300 Blk. Slayton Avenue	St. Elmo	50 x 145	R-2	\$250
V	167O-Q-006	5400 Blk. Slayton Avenue	St. Elmo	50 x 145	R-2	\$225
V	168A-B-005	3404 Divine Avenue	Rossville Blvd.	36 x 140	R-2	\$300
V	168A-G-017	3407 4th Avenue	East Lake	50 x 140	R-1	\$300
S	168A-J-026	3611 4th Avenue	East Lake	50 x 140	R-1	\$3,500
V	168B-D-012	3414 6th Avenue	East Lake	33 x 140	R-1	\$275
V	168B-T-029	3103 14th Avenue	East Lake	50 x 170	R-1	\$225
V	168C-B-013	3000 Blk. Westside Drive	Missionary Ridge	52 x 176 Irr.	R-1	\$300
S	168G-L-008	3609 15th Avenue	East Lake	50 x 150	R-1	\$3,500
S	168G-L-012	3109 E. 37th Street	East Lake	47 x 112	R-1	\$1,500
V	168I-E-006	1400 Blk. E. 46th Street Place (unopened)	Rossville Blvd.	45 x 130	R-2	\$225
S	168I-E-011 & 012	1506 E. 46th Street Place	Rossville Blvd.	90 x 130	R-2	\$3,500
V	168I-E-014	1500 Blk. E. 46th Street Place	Rossville Blvd.	45 x 130	R-2	\$300
S	168I-K-028	4315 9th Avenue	East Lake	50 x 143	R-2	\$2,000
V	168I-K-029	2605 E. 44th Street	East Lake	47 x 103	R-2	\$200
S	168J-B-014	4207 12th Avenue	East Lake	53 x 145	R-1	\$2,500
S	168J-E-006	4108 15th Avenue	East Lake	48 x 145	R-1	\$3,000
V	168J-H-009	4317 14th Avenue	East Lake	50 x 147	R-1	\$200
V	168J-P-003	4506 13th Avenue	East Lake	48 x 140	R-1	\$250
S	168O-D-008	5001 14th Avenue	East Lake	52 x 148	R-1	\$3,500
V	168O-H-013	4815 16th Avenue	East Lake	50 x 140	R-1	\$350
V	168P-F-014 & 015	1611 & 1609 E. 48th Street	Rossville Blvd.	90 x 135	R-1	\$325
V	170I-A-006	1400 Blk. St. Thomas Street	East Ridge	60 x 113	R-1	\$300
V	172B-F-036	Ooltewah Ringgold Road	East Brainerd	1.9 Acres	RT-Z	\$500

Total Properties 160

**HAMILTON COUNTY 2015 PROPERTY SALE
BID FORM**

EACH PARCEL MUST BE BID ON SEPARATELY. Sealed bids must be received by the REAL PROPERTY OFFICE no later than 4:00 p.m. on **Monday, February 23, 2015.**

(PLEASE PRINT)

PROPERTY IDENTIFICATION

State Tax Map Number _____

Property Address
(Approximate Address) _____

BIDDER INFORMATION

Name of Bidder _____

Mailing Address _____

City, State _____

Zip Code _____

Telephone **Home:** _____ **Office:** _____

Cell: _____

BID AMOUNT \$ _____

I have read and understand the Bidding Instructions and Payment Procedure & Forfeit Policy regarding the sale of Hamilton County property.

Signature of Bidder

Date



Hamilton County Board of Commissioners RESOLUTION

No. 115-36

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO CONVEY TO THE CITY OF CHATTANOOGA HAMILTON COUNTY'S INTEREST IN PROPERTY JOINTLY OWNED BY THE CITY AND COUNTY.

WHEREAS, Hamilton County (County) and the City of Chattanooga (City) jointly own property identified by State Tax Map No. 156G-B-014.01, also known as the former Oak Grove Elementary School Playground, consisting of approximately 1.4 acres; and,

WHEREAS, said property is not useful for current or future needs of the County; and,

WHEREAS, the City has requested the transfer of the County's interest in said property to make improvements and to maintain the former playground as a public park; and,

WHEREAS, it is in the best interest of Hamilton County to convey its interest in said property to the City in order to provide a public park for the benefit of the Oak Grove Community.

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

That the request made by the City of Chattanooga that Hamilton County convey its interest in the property identified by State Tax Map No. 156G-B-014.01, formerly known as the Oak Grove Elementary School Playground, consisting of approximately 1.4 acres, be granted to facilitate the creation of a public park by the City of Chattanooga and that the County Mayor is hereby authorized to execute all documents necessary to convey Hamilton County's interest in said property to the City of Chattanooga, location of said property shown on the attached map,

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND

AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date



City of Chattanooga

Mayor Andy Berke

November 18, 2014

Mr. Paul Parker, Manager
Hamilton County Real Property
123 East 7th Street, 4th Floor
Chattanooga, TN 37402

Subject: Former Oak Grove School Playground

Dear Mr. Parker:

On behalf of the citizens of Chattanooga and particularly the Oak Grove Community, the City of Chattanooga respectfully requests that Hamilton County Government convey its interest in the old Oak Grove Playground property (tax map number 156G B 014.01) to the City of Chattanooga.

Residents of the area have long requested that the City make improvements to the property and maintain it as a public park.

Staff from the City's Economic and Community Development Department has met with community members to understand the neighborhood's vision for the park, and the City is now prepared to move forward and redevelop this site to serve as a community park.

Please feel free to contact me with any questions or concerns.

Yours truly,

A handwritten signature in black ink, appearing to read "Donna C. Williams".

Donna C. Williams, Administrator

Cc: Commissioner Graham
Commissioner Mackey
Councilman Freeman
Countess Jenkins



Former Oak Grove Playground

Tax Map # 156G - B - 014.01

Printed: Jan 06, 2015

Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.

HCGIS



Hamilton County Board of Commissioners RESOLUTION

No. 115-37

A RESOLUTION FOR WALDENS RIDGE EMERGENCY SERVICES TO SELL A 1971 CUSTOM SEAGRAVE PUMPER WHICH IS CO-TITLED WITH HAMILTON COUNTY GOVERNMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, A 1971 CUSTOM SEAGRAVE PUMPER MODEL PB23068, VIN # R-4780, MILEAGE 58130, MOTOR MILEAGE 95282 WITH TAG # GM5882; AND,

WHEREAS, WALDENS RIDGE EMERGENCY SERVICES DESIRE THAT SAID VEHICLE BE SOLD AND,

WHEREAS, IN THE AMOUNT CONSIDERED ECONOMICALLY FAIR AND,

WHEREAS, THAT SAID MONIES FROM THE SALE OF THE VEHICLE BE UTILIZED TO PURCHASE A FUTURE VEHICLE;

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

- (1) That Hamilton County's interest in said vehicle be terminated by sale in an "as is" condition; and,
- (2) That if sold by Walden's Ridge Emergency Services, said vehicle be sold in a commercially reasonable manner and the proceeds applied to the future purchase of vehicle by and for the Walden's Ridge Emergency Services.

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

January 21, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 115-38

A RESOLUTION FOR WALDENS RIDGE EMERGENCY SERVICES TO SELL A 1980 FMC/FORD PUMPER WHICH IS CO-TITLED WITH HAMILTON COUNTY GOVERNMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, A 1980 FMC/FORD PUMPER VIN C70KVGO6934, TAG # GI-3135, MILEAGE 31,395; AND,

WHEREAS, WALDENS RIDGE EMERGENCY SERVICES DESIRE THAT SAID VEHICLE BE SOLD AND,

WHEREAS, IN THE AMOUNT CONSIDERED ECONOMICALLY FAIR AND,

WHEREAS, THAT SAID MONIES FROM THE SALE OF THE VEHICLE BE UTILIZED TO PURCHASE RESCUE/FIREFIGHTING EQUIPMENT;

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

- (1) That Hamilton County’s interest in said vehicle be terminated by sale in an “as is” condition; and,
- (2) That if sold by Waldens Ridge Emergency Services, said vehicle be sold in a commercially reasonable manner and the proceeds applied to the purchase of rescue/firefighting equipment for the Walden’s Ridge Emergency Services.

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

Click here to enter a date.

Date



Hamilton County Board of Commissioners RESOLUTION

No. 115-39

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH THE DEPARTMENT OF MILITARY OF THE TENNESSEE EMERGENCY MANAGEMENT AGENCY FOR A 2015 HOMELAND SECURITY GRANT WITH A PERIOD OF 09/01/2014 THROUGH 04/30/2016 AND AMENDING THE BUDGET OF THE EMERGENCY SERVICES DEPARTMENT BY ADDING \$ 170,836.20 TO REVENUES AND EXPENDITURES

WHEREAS, Hamilton County is receiving a \$170,836.20 Federal Homeland Security grant through the State Department of Military: and,

WHEREAS, the grant will serve emergency responders to the City of Chattanooga, Hamilton County and Homeland Security District 3: and,

WHEREAS, no match is required, and,

WHEREAS, the grant will fund equipment, training and supplies that will improve the ability of emergency responders to deal with acts of terrorism and catastrophic events; and,

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

The County Mayor is hereby authorized to execute a contract and any subsequent amendments with the Tennessee Department of Military for a 2015 Homeland Security grant with a period 09/01/2014 through 04/30/2016, and the budget of the Emergency Services Department is amended by adding \$170,836.20 to Revenue and Expenditures.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 21, 2015

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 09/01/2014	End Date 04/30/2016	Agency Tracking # 34101-20115	Edison ID		
Grantee Legal Entity Name HAMILTON COUNTY			Edison Vendor ID 4208		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 97.067 Grantee's fiscal year end: June 30th			
Service Caption (one line only) U. S. DEPT. OF HOMELAND SECURITY FFY 2014 HOMELAND SECURITY GRANT PROGRAM, EMW-2014-SS-00009					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2015		170,836.20			170,836.20
TOTAL:		170,836.20			170,836.20
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		<p>The State of Tennessee, through the Tennessee Department of Safety and Homeland Security and the State of Tennessee, Department of Military, Tennessee Emergency Management Agency is the only entity allowed to apply to the Federal Government for these grants. These grants are awarded to Tennessee based on risk (defined as threat, vulnerability, and consequence and classified at the SECRET level) and effectiveness of use of the funds. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the District based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.</p>			
<input checked="" type="checkbox"/> Non-competitive Selection					
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>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY AND
HAMILTON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County, hereinafter referred to as the "Grantee," is for the provision of pass through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines as specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2014 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2014 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy, and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2014 HSGP will be in compliance with the FFY 2014 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2014 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the Code of Federal Regulations (CFR) 44. The Grantee further agrees to comply with the audit requirements of the Office of Management and Budget (OMB) Circular A-133 and the standards put forth by OMB Circular A-87, which deals with cost principles for local governments.
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest bearing account.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on September 1, 2014 ("Effective Date") and extend for a period of twenty (20) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred seventy thousand, eight hundred thirty-six dollars and 20/100 (\$170,836.20) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
 Homeland Security Program Manager
 3041 Sidco Drive
 Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.

- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Gary Baker, Program Manager
 Tennessee Emergency Management Agency
 3041 Sidco Drive
 Nashville, TN 37204
gbaker@tnema.org
 Telephone #: (615) 741-7037
 FAX #: (615) 532-9222

The Grantee:

Jim Coppinger, County Mayor
 Hamilton County
 625 Georgia Avenue, Courthouse Room 208
 Chattanooga, TN 37402
jcoppinger@hamiltontn.gov
 Telephone #: (423) 209-6105
 FAX #: (423) 209-6101

Point of Contact:

Tony Reavley, Director
 Hamilton County Emergency Services
 317 Oak Street, Suite 302
 Chattanooga, TN 37403
treavley@hamiltontn.gov
 Telephone #: (423) 209-6900
 FAX #: (423) 209-6901

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for

Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) 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 Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at faaudit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public

accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. The obligations of the parties to this Grant Contract are relieved to the extent the parties' non-performance is beyond the parties' control despite the exercise of due care due to, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding

through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or

acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and 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 Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
 - c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

IN WITNESS WHEREOF,

HAMILTON COUNTY:

GRANTEE SIGNATURE

DATE

JIM COPPINGER, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**MG TERRY M. HASTON, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT**

DATE

**I certify that this entity meets Civil
Rights Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
GRANTEE NAME: HAMILTON COUNTY U.S. DEPARTMENT OF HOMELAND SECURITY, FFY 2014 HOMELAND SECURITY GRANT PROGRAM				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 09/01/14 END: 04/30/16				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	170,836.20	0.00	170,836.20
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	170,836.20	0.00	170,836.20

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

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

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2014 HOMELAND SECURITY GRANT PROGRAM	170,836.20
TOTAL	170,836.20