

Hamilton County Board of County Commissioners

AGENDA

April 15, 2015

ROLL CALL

INVOCATION - Commissioner Haynes

PLEDGE TO THE FLAG - Commissioner Haynes

- Minutes Recessed Meeting - March 25, 2015
- Minutes Agenda Meeting - March 25, 2015
- Minutes Regular Meeting - April 1, 2015
- Report Compliance with Three Star Program
- Report Order of Designation Planning Commission - Todd Leamon April 13, 2015
- Res. No. 415-13 A Resolution to approve and accept applications for notary public positions, continuation certificates for the bonds of Hamilton County 911 Emergency Communications district, and oaths of Deputy Sheriffs.
- Res. No. 415-14 A Resolution to appoint a regular member to the Hamilton County Board of Zoning Appeals, and to appoint (2) two associate members thereof.
- Res. No. 415-15 A Resolution to confirm the appointment by the County Mayor of Thomas Lamb as Director of the Parks and Recreation Department.
- Res. No. 415-16 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 April 18, 2019.
- Res. No. 415-17 A Resolution accepting the bid of On Duty Depot for one (1) year contract unit pricing, beginning April 15, 2015 through April 14, 2016, for vehicle upfitting equipment for the Sheriff's vehicles and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-18 A Resolution accepting the bid of Diversified Companies, LLC for a three (3) year contract for printing and processing Delinquent Tax Summons, beginning April 15, 2015 through April 14, 2018, with renewal options, for the Trustee's Office and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-19 A Resolution to authorize the County Mayor to appropriate \$250,000 from bond proceeds to reimburse the Stadium Corporation for replacement of the stadium field surface.
- Res. No. 415-20 Resolution Pulled
- Res. No. 415-21 A Resolution authorizing the payment of two hundred thousand dollars (\$200,000.00) in settlement of an alleged wrongful death claim against Hamilton County as brought by the parents and next friends of Austin Dakota Wallace.
- Res. No. 415-22 A Resolution to authorize payment of \$31,111.49 to Farmers Insurance Company for property damage incurred by their insured as a result of an automobile accident with a Hamilton County Highway Department vehicle.
- Res. No. 415-23 A Resolution accepting the highest and best bid for certain parcels of property acquired by Hamilton County through previous delinquent tax sales and authorizing the County Mayor and County Trustee to enter into and execute deeds conveying said parcels to individuals listed herein below.
- Res. No. 415-24 A Resolution accepting the bid of Electronic Controls, Inc. for HVAC controls modifications for the Hamilton County Corrections Building amounting to \$20,400.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-25 A Resolution approving a software support and maintenance contract from ESRI, Inc. for one (1) year, beginning June 9, 2015, through June 8, 2016, for the Geographic Information Systems Department amounting to \$74,344.45 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 415-26 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of February 1, 2015, through February 28, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-27 A Resolution approving the purchase of flu vaccine from Novartis, Sanofi-Pasteur, McKesson Med-Surg MN Supply, at statewide contract pricing and, if necessary, other firms at the lowest and best available pricing quote for the Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-28 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a Co-Applicant Agreement with the Co-Applicant Board of the Homeless Health Care Center (HHC) as required by the Health Resources and Services Administration (HRSA).
- Res. No. 415-29 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign an amendment contract with the Tennessee Department of Health in the amount of \$147,292.00 to provide Health Care Safety Net Primary Care Services to uninsured adults in Hamilton County at the Homeless Health Care Center for the time period July 1, 2014 through June 30, 2015.
- Res. No. 415-30 A Resolution accepting the proposal of Fairway Outdoor Advertising Company for a Tobacco Exposure Prevention Billboard Campaign for an initial twelve (12) week period amounting to \$16,650.00, with renewal options amounting to \$27,750.00 per campaign, for the Health Services Division, operating as the Chattanooga-Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 415-31 A Resolution authorizing the payment of seventy-five thousand dollars (\$75,000.00) in settlement of a lawsuit against Hamilton County as brought by Nicholas Agostinacchio, et al. for injuries sustained as a result of a fall on property jointly owned by Hamilton County and the City of Chattanooga.
- Res. No. 415-32 A Resolution authorizing repayment to the County General Fund from the Hamilton County Department of Education's subsequent year's revenue growth of appropriations paid on behalf of the Department of Education, as approved and requested by the Hamilton County School Board for Public Education Projects submitted during a current fiscal year, as may be approved by this County Legislative body.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 25, 2015**

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Agenda Preparation Session
March 25, 2015

BE IT REMEMBERED, that on this 25th day of March, 2015, 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. Chief Deputy Clerk Debbie Rollins called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Total present - 8. Total absent – 1. Commissioner Boyd was absent.

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

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
MARCH 25, 2015**

COMMITTEE ASSIGNMENTS

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

- The Trustee's Excess Fee Report and Monthly Report for February 2015 would be submitted for the record.
- Resolution No. 415-1 was the usual County Clerk item regarding notaries. This required no committee assignment.
- Resolution No. 415-2 was assigned to the Security and Corrections Committee, chaired by Commissioner Mackey.
- Resolution Nos. 415-3, 415-5, 415-7 through 415-10, and 415-12 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 415-11 was assigned to the Roads Committee, chaired by Commissioner Haynes.
- Resolution Nos. 415-4 and 415-6 were heard by a Committee of the Whole.

Chairman Fields stated that Resolutions No. 415-4 and 415-6 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 415-4

Sam Mairs, Juvenile Court Administrator, spoke regarding this item, which authorized the County Mayor to sign a contract amendment between the State of Tennessee Department of Human Services and the Hamilton County Juvenile Court Title IV-D Child Support Division. He noted this year's budget for 2015 - 2016 is \$34,000 less than last year's 2014 – 2015 budget.

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There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 415-6

Mayor Coppinger and Commissioner Graham spoke regarding this item, which accepts bids of CWC, LLC and NOI Chattanooga for furniture for the Criminal and Sessions Courts amounting to \$81,857.23. NOI Chattanooga is supplying seven of the requested chairs for Sessions Court and CWC, LLC is providing the remainder for both courts. Both vendors are local and the bid came in with a \$4,987 savings.

There were no questions from Commissioners.

Commissioner Mackey, Chairman of the Security and Corrections Committee, announced the Security and Corrections Committee would meet in the conference room following today's Finance Committee meeting.

Commissioner Haynes, Chairman of the Roads, Waste, Energy, Transportation and Zoning Committee, announced the committee would meet in the conference room following today's meeting.

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Commissioner Graham, Chairman of the Finance Committee, announced that the committee would meet in the Commission Room following today's meeting.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Mayor Coppinger reported that a resolution appropriating \$250,000 to the Stadium Corporation for the purchase of artificial turf for Finley Stadium will be presented to the Commission at the next agenda session. The City of Chattanooga will pay an equal amount towards the cost. The artificial turf will be manufactured by Dalton based AstroTurf, the industry leader. He noted that the continued operation of Finley Stadium is in the best interest of Hamilton County.

Paul Smith, Stadium Director, gave an explanation of the handouts the Commission and County Clerk's office received. He said the new field will allow soccer as well as football at the stadium that is owned by the city and county. Mr. Smith said he is in talks with the National Soccer Association on bringing national events to Finley Stadium. He is also working to bring concerts to the stadium.

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In response to questions from the Commission, Mr. Smith reported that the life expectancy of artificial turf is around ten years. He spoke about Chattanooga's Quarterback Club at Finley Stadium and encouraged the Commission to attend.

In closing Mayor Coppinger reported financing will be provided through the County's bond funds.

Commissioner Haynes reported that he thoroughly enjoyed participating in the Dash for Down Syndrome 5k on March 21st.

Commissioner Mackey expressed concern regarding the number of waste tires littering the county, Mayor Coppinger reported that an individual caught illegally disposing of tires can be cited to court. Don Gorman, Director of Administration for the Hamilton County Sheriff's Office, stated that he would make the department aware of this situation.

Todd Leamon, Public Works Administrator and County Engineer, made it known that the Silverdale Recycle Center has a waste tire recycling program.

**HAMILTON COUNTY COMMISSION
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Commissioner Fairbanks reported that the 2016 Soddy Daisy Distinguished Young Woman is Hannah Stimart. The program was held at Soddy Elementary School on Saturday March 21st.

Commissioner Smedley thanked Councilman Larry Grohn, Commissioner Haynes, Mr. Leamon, and John Bridger, Executive Director at Regional Planning Agency for attending the East Brainerd community information forum on March 23rd. Highlights of the meeting involved the Erlanger East Hospital expansion, progress on the new E. Brainerd Elementary school, and various road projects.

Commissioner Beck thanked everyone who attended the community listening forum on March 23rd. He acknowledged recent news articles regarding the school officials presenting a budget for 2015 – 2016 that includes a forty cent property tax increase. In closing, he asked that copies of Resolution No. 1111-16A be distributed to the Commission. He requested this resolution be discussed during next week's commission meeting.

Mayor Copping announced that the Chattanooga Chamber will present its Small Business Awards at the 33rd annual Small Business Awards Luncheon today, from 11:30 a.m. – 1 p.m. at the Chattanooga Convention Center.

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Chairman Fields reported there will be a Hamilton County Audit Committee meeting today in the conference room after the Finance Committee and Roads, Waste, Energy, Transportation and Zoning Committee meetings.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Sandy Hughes, President of the Hamilton County Education Association, made a plea for more money for the school system. She stated various needs for additional school revenues; educational technology, infrastructure support, instructional resources, and teacher/administration support. She noted that the school system is under increasing mandates, including a recent one to start teaching keyboarding in the third grade.

In response to Ms. Hughes comments, Commissioner Graham thanked her for commenting and stated he did not support a forty cent property tax increase this year. Highlights from Commissioner Graham's remarks included school finances, the Board of Education's fund balance, school enrollment figures, and teacher salaries. He pointed out that Pilot agreements do not exempt payment of taxes due to the school system.

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He voiced a reminder that revenue growth from business investments also resulted in benefiting the educational system.

Commissioner Beck sympathized with the school system and expressed his support for education. He also said he had previously asked school officials to provide him with a \$2.3 million receipt; he has yet to receive it. He noted that he would not ask again.

Commissioner Fairbanks thanked Ms. Hughes for her presentation.

In response to questions raised by Commissioner Fairbanks, Al Kiser, County Finance Administrator, confirmed that discretionary funds can be spent on computers for the school system.

Commissioner Graham spoke in regards to Resolution No. 215-27A, which committed the proceeds from the sale of East Brainerd Elementary School to be equally divided among the nine County Commission School Districts. He stated district 6 intended to spend their portion equally for technology in all schools in his district.

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Commissioner Mackey noted that Superintendent Rick Smith is on record supporting a forty cent property tax increase. He suggested the school board members publicly state where they stand on the proposed property tax increase. He spoke about the recent suit filed against the state of Tennessee alleging inadequate funding from the state for the schools.

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, April 1st at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ 
Date Clerk's Initials

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
MARCH 25, 2015**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) March 25, 2015

BE IT REMEMBERED, that on this 25th day of March, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

Chairman Fields reported Commissioner Boyd was in the hospital and he would not be in attendance today.

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
MARCH 25, 2015**

Commissioner Fields introduced County Attorney Rheubin Taylor, who gave the invocation. Commissioner Fields led in the pledge to the flag.

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

ANNOUNCEMENTS

Commissioner Graham spoke about recent news articles regarding County school officials presenting to the School Board a proposed budget that would require a forty cent tax increase. He announced that he would not support a property tax increase. If a property tax increase is approved, he asked the Commission to consider implementing a senior tax freeze.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
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Being no further business Chairman Fields declared the recessed meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 1, 2015**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) April 1, 2015

BE IT REMEMBERED, that on this 1st day of April, 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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REGULAR MEETING
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Commissioner Haynes introduced Pastor Gary Armes, Sr, Hickory Valley Christian Church, who gave the invocation. Commissioner Haynes led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Bankston, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of March 12, 2015, the Agenda Preparation Session of March 12, 2015, and the Regular Meeting of March 18, 2015, 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.

TRUSTEE'S EXCESS FEE REPORT

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

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TRUSTEE'S MONTHLY REPORT

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

**RESOLUTION NO 415-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS.**

ON MOTION of Commissioner Bankston, seconded by Commissioner Fairbanks, to adopt Resolution No. 415-1. 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 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. 415-4 be considered at this time.

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RESOLUTION NO 415-4 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT AMENDMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF HUMAN SERVICES AND THE HAMILTON COUNTY JUVENILE COURT TITLE IV-D CHILD SUPPORT DIVISION.

Chairman Fields reported that Resolution No. 415-4 was heard by the Committee of the Whole.

ON MOTION of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 415-4.

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

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner 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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**RESOLUTION NO 415-6 A RESOLUTION ACCEPTING THE BIDS OF CWC, LLC
AND NOI CHATTANOOGA FOR FURNITURE FOR THE CRIMINAL AND SESSIONS
COURTS AMOUNTING TO \$81,857.23 AND AUTHORIZING THE COUNTY MAYOR
TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Chairman Fields reported that Resolution No. 415-6 was heard by the Committee of the Whole.

ON MOTION of Commissioner Bankston, seconded by Commissioner Fairbanks, to adopt Resolution No. 415-6.

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

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Nay", Commissioner Fairbanks, "Aye", Commissioner Graham, "Nay", Commissioner Haynes, "Aye", Commissioner Mackey, "Nay", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 6. Total "Nay" votes – 3.

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RESOLUTION NO 415-2 A RESOLUTION RE-APPOINTING TWO (2) JUDICIAL COMMISSIONERS FOR A ONE (1) YEAR TERM, COMMENCING MAY 1, 2015, AND EXPIRING APRIL 30, 2016; DESIGNATING A CHIEF JUDICIAL COMMISSIONER AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.

Chairman Fields reported that Resolution No. 415-2 was heard by the Security and Corrections Committee.

Commissioner Mackey, Chairman of the Security and Corrections Committee, spoke regarding this resolution which reappointed Randall L. Russell, Chief Judicial Commissioner, and Sharetta T. Smith, Judicial Commissioner.

ON MOTION of Commissioner Mackey, seconded by Commissioner Graham, to adopt Resolution No. 415-2. 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 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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In response to Commissioner Mackey's concerns, Attorney Taylor clarified that Resolution No. 415-2 appointed Randall L. Russell as Chief Judicial Commissioner.

RESOLUTION NO 415-11 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO CHANGE THE ROADWAY NAME FOR THE FOLLOWING DISTRICT ROAD: ELIZ CREST ROAD TO ELIZABETH CREST ROAD.

Chairman Fields reported that Resolution No. 415-11 was heard by Roads, Waste, Energy, Transportation and Zoning Committee.

Commissioner Haynes, Chairman of the Roads, Waste, Energy, Transportation and Zoning Committee, provided details regarding Resolution No. 415-11 and stated that the Roads Committee reviewed and recommended approval.

ON MOTION of Commissioner Haynes, seconded by Commissioner Smedley, to adopt Resolution No. 415-11. 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 Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman

**HAMILTON COUNTY COMMISSION
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Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields report that Resolution Nos. 415-3, 415-5, 415-7 through 415-10, and 415-12 were heard by the Finance Committee and asked to consider them together at this time.

RESOLUTION NO 415-3 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ACCEPT THE DONATION OF FIRST AID RELATED ITEMS FROM THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (IBPO) WITH AN ESTIMATED VALUE OF \$1,498.

RESOLUTION NO 415-5 A RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT BETWEEN HAMILTON COUNTY AND FIRST TENNESSEE BANK TO PROVIDE BANKING SERVICES AND LOCK BOX PAYMENT PROCESSING SERVICES FOR THE COUNTY TRUSTEE FOR A PERIOD OF UP TO TWO (2) YEARS BEGINNING JUNE 8, 2015 AND AUTHORIZING THE COUNTY TRUSTEE TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO 415-7 A RESOLUTION ACCEPTING THE UNIT PRICE BID OF PCMG, INC. FOR MICROSOFT CLIENT ACCESS LICENSES AND WINDOWS SERVER LICENSES, BEGINNING MAY 15, 2015 THROUGH MAY 14, 2016, WITH

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THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO 415-8 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A REIMBURSEMENT CONTRACT WITH UNITED HEALTH CARE PLAN OF THE RIVER VALLEY, INC. FOR HEALTH SERVICES PROVIDED BY THE HEALTH DEPARTMENT EFFECTIVE APRIL 1, 2015.

RESOLUTION NO 415-9 A RESOLUTION ACCEPTING THE BID OF EVS EMERGENCY VEHICLE SPECIALIST FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 17, 2015, THROUGH APRIL 16, 2016, FOR PROTECTIVE CLOTHING FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO 415-10 A RESOLUTION ACCEPTING THE BID OF BLACKFOX TACTICAL FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING APRIL 17, 2015, THROUGH APRIL 16, 2016, FOR BODY ARMOR AND EQUIPMENT FOR

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EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO 415-12 A RESOLUTION ACCEPTING THE BIDS OF SHERWIN WILLIAMS COMPANY AND ENNIS PAINT, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 1, 2015, THROUGH APRIL 30, 2016, FOR WATERBORNE HIGHWAY TRAFFIC PAINT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution Nos. 415-3, 415-5, 415-7 through 415-10, and 415-12 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution Nos. 415-3, 415-5, 415-7 through 415-10, and 415-12.

Commissioner Mackey spoke regarding Resolution No. 415-10 and stated the Blackfox Tactical soft body armor meets requirements and standards.

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:

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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: SENIOR PROPERTY TAX FREEZE

In response to Commissioner Graham’s comments at last week’s meeting indicating a desire to revisit the senior property tax freeze legislation, Chairman Fields stated the matter would be assigned to the Legal and Legislative Committee, chaired by Commissioner Bankston. He referenced the Constitution of the State of Tennessee, Article 2, Section 28. In closing he asked Commissioner Bankston to report back to the Commission.

Commissioner Mackey asked that veterans be considered when discussing a property tax freeze.

Clerk Knowles indicated there was an Attorney General opinion available related to this topic. Chairman Fields asked Clerk Knowles to forward the various Attorneys’ general opinions regarding tax relief to Commissioner Bankston, Chairman of the Legal and Legislative Committee.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 1, 2015**

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Haynes acknowledged that today's meeting fell on April Fools' Day.

Commissioner Graham wished everyone a Happy Easter and thanked his family for being present in today's audience.

Commissioner Boyd reported a community meeting will take place in his district at the East Ridge Community Center, April 2nd at 6:30 pm.

Commissioner Bankston reported there will be a Hamilton County Audit Committee meeting immediately after the April 8th agenda session. He asked that this serve as the official public notice of that meeting.

Commissioner Fairbanks publicly recognized that Chelsea Johnson, a senior at Sale Creek High School, was present in today's audience. He reported Ms. Johnson was shadowing him to fulfill the requirements for her senior project. He thanked Ms. Johnson for her presence.

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Commissioner Smedley wished everyone a Happy Easter.

Chairman Fields publicly recognized that Hamilton County Department of Education Vice Chair, Donna Horne, District 7, was present in today's audience.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Donna Horne, Chairman of Business and Community Relations Committee of the school board, residing at 830 Windy Hill Drive Chattanooga, TN 37421, addressed the Commission about Orchard Knob Middle students helping with the East Chattanooga mural "Painted Gardens", a Mark Making project. Mrs. Horne stressed the importance of art education and asked the Commission to see the value it provides. She encouraged the Commission to attend their respective district's School Board meetings. She provided a copy of the schedule to each Commissioner. In closing she asked that the recent tax proposal conversations be referred to as the "Tax to improve education and the betterment of our youth" not the "Rick Smith Tax".

Commissioner Graham responded to Mrs. Horne's comments and thanked her for attending today's meeting.

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Commissioner Mackey thanked Mrs. Horne for her presentation. He asked her what position School Board members had on the tax increase issue.

In response to Commission Mackey's question, Mrs. Horne stated that she believed school board members would eventually publicly state where they stand on the proposal.

Mayor Coppinger announced that Hamilton County has once again received a triple AAA bond rating from Fitch Ratings. He indicated that the County is waiting for results from the other two rating agencies.

Commissioner Fairbanks congratulated Al Kiser and his finance team for their hard work.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
APRIL 1, 2015**

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, April 8, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

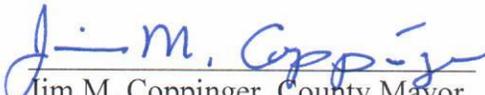
WFK
Clerk's Initials

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): April 13, 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.

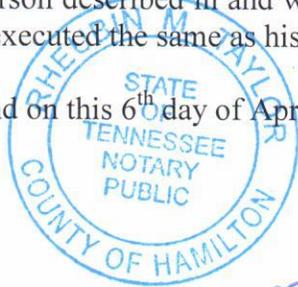
This the 6th day of April, 2015.

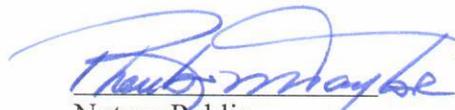

Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 6th day of April, 2015 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 6th day of April, 2015.




Notary Public
My Commission Expires: 5/17/17



HAMILTON COUNTY, TENNESSEE

OFFICE OF THE COUNTY MAYOR

JIM M. COPPINGER

To: Hamilton County Board of Commissioners

From: Jim Coppinger, Mayor *JMC*

Date: April 15, 2015

Subject: Compliance with the ThreeStar Program

Attached is the following financial information. This information is required to be filed annually with the Board of Commissioners to ensure that Hamilton County remains in compliance with the State of Tennessee ThreeStar Program.

- ThreeStar Fiscal Confirmation Letter
- Debt Management Policy (copy of the policy adopted by the Board of Commissioners on December 7, 2011 - Resolution no. 1211-8).



HAMILTON COUNTY, TENNESSEE

OFFICE OF THE COUNTY MAYOR

JIM M. COPPINGER

Fiscal Strength and Efficient Government ThreeStar Program Requirements

This document confirms that Hamilton County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The County Mayor has reviewed with the County Commission at an official meeting the County's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the County's debt management policy.
- The County Mayor and County Commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the County must go through the process of assessing the County's cash flow. This is done to evaluate the County's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Hamilton County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Hamilton County Commission present at the meeting held on the 15th day of April, 2015.

- Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that the requirement that an annual cash flow forecast be prepared for the appropriate fund and submitted to the Comptroller's office was reviewed with the members of the Hamilton County Commission present at the meeting held on the 15th day of April, 2015.

- Minutes of this meeting have been included as documentation of this agenda item.

Acknowledged this 15th day of April, 2015.

Jim M. Coppinger
County Mayor Name

Jim M. Coppinger
Signature



Hamilton County Board of Commissioners RESOLUTION

No. 1211-8

A RESOLUTION TO ADOPT A DEBT MANAGEMENT POLICY FOR HAMILTON COUNTY, TENNESSEE.

WHEREAS, *Tennessee Code Annotated*, Section 9-21-151(b)(1), authorizes the State Funding Board to develop model financial transaction policies for local governments and local government instrumentalities; and

WHEREAS, the State Funding Board has adopted a statement on debt management and directed local governments and government entities that borrow money to draft their own debt management policies with certain mandatory provisions; and

WHEREAS, the Hamilton County Legislative Body has prepared a debt management policy that includes the mandatory provisions relative to transparency, professionals and conflicts.

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

That the Debt Management Policy attached as Exhibit A to this resolution, incorporated herein by reference, is hereby adopted.

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

Hamilton County, Chattanooga, TN
A CERTIFIED TRUE COPY
This 7 day of DEC, 20 11
W. F. (BILL) KNOWLES, County Clerk
By [Signature], Deputy Clerk

Approved: [Signature]
Rejected: [Signature]
Approved: [Signature]
Vetoed: December 7, 2011
Date



EXHIBIT A

**Hamilton County
Debt Management Policy**

Adopted

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Introduction

To maintain a high quality debt management program, Hamilton County (the "County") has adopted the guidelines and policies set forth in this document titled "Debt Management Policy" (the "Policy"). The purpose of creating the Policy is to establish and codify the objectives and practices for debt management for the County and to assist all concerned parties in understanding the County's approach to debt management.

The Policy is intended to guide current and future decisions related to debt issued by the County while managing debt levels and their related annual costs within both current and projected available resources. This Policy promotes transparency for our citizens, taxpayers, rate payers, businesses, vendors, investors and other interested parties.

This Policy has benefited from a number of sources including the County's existing practices and procedures, similar efforts by other municipalities, national credit rating agency guidelines, national and industry best practices employed by high performing public entities and from the County's financial advisor's experience in the development and implementation of financial and debt management policies for its clients. The Policy has also been guided by the policies and practices reflected in the County's financial planning, management, budget, and disclosure documents.

Since the guidelines contained in the Policy require regular updating in order to maintain relevance, to adhere to changes in legislation and to respond to the changes inherent in the capital markets, the County plans to periodically review the Policy. The County has the right to waive or modify any of the policies included herein; however such modifications must be approved by the Mayor and the Hamilton County Commission ("Mayor and Board").

Policy Statement

In managing its debt, it is the County's policy to:

- Achieve the lowest cost of capital
- Ensure high credit quality
- Assure access to the capital credit markets
- Preserve financial flexibility
- Manage risk exposure

Goals & Objectives

Debt policies and procedures are tools that ensure that financial resources are adequate to meet the County's long-term planning objectives. In addition, the Policy helps to ensure that financings undertaken by the County satisfy certain clear objective standards which allow the County to protect its financial resources in order to meet its long-term capital needs. The adoption of a clear and comprehensive financial policy enhances the internal financial management of the County.

This Policy formally establishes parameters for issuing debt and managing a debt portfolio which considers the County's specific capital improvement needs; ability to repay financial obligations; the existing legal, economic, and financial and debt market conditions. Specifically, the policies outlined in this document are intended to assist in the following:

- To guide the County and its managers in debt issuance decisions related to types of debt and the professionals hired by the County during the debt issuance process
- To promote sound financial management
- To protect and enhance the County's credit rating
- To ensure the legal use of the County's debt issuance authority
- To promote cooperation and coordination with other stakeholders in the financing and delivery of services
- To evaluate debt issuance options (new debt and refinancing of existing debt)
- To avoid conflicts of interest

Debt Authorization

Tenn. Code Ann. §Title 9, Chapter 21, inclusive of the laws of the State of Tennessee provides that debt may be issued by Tennessee counties. Hamilton County will comply with all State laws and regulations regarding debt issuance.

Credit Quality and Credit Enhancement

The County's debt management activities will be conducted to receive the highest credit ratings possible, consistent with the County's financing objectives. The Administrator of Finance will be responsible for maintaining relationships and communicating with the rating agencies that assign ratings to the County's debt. The Administrator of Finance will provide the rating agencies with periodic updates of the general financial condition of the County. Full disclosure and open lines of communication shall be maintained with the rating agencies. The County, together with its financial advisor, shall prepare presentations to the rating agencies to assist

credit analysts in making informed decisions about the County's creditworthiness. The Administrator of Finance shall be responsible for determining whether or not a rating shall be requested on a particular financing, and which of the major rating agencies will be asked to provide such rating.

The Administrator of Finance is responsible for communicating the rating process and outcomes to the Mayor and Board.

The County will consider the use of credit enhancements (bond insurance, letters of credit, etc.) on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when clearly demonstrable savings can be shown shall an enhancement be considered.

Bond Structure

The County shall establish all terms and conditions relating to the issuance of bonds. Unless otherwise authorized by the County, the following shall serve as bond requirements:

1. **Term.** All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements.
2. **Capitalized Interest.** From time to time certain financings may require the use of capitalized interest from the issuance date until the County has beneficial use and/or occupancy of the financed project. Interest shall not be funded (capitalized) beyond three (3) years or a shorter period if further restricted by statute.
3. **Debt Service Structure.** Debt issuance shall be planned to achieve at least relatively level debt service for an individual bond issue, while still matching debt service to the useful life of facilities. To further strengthen the County's debt profile, the County will utilize a level principal structure when possible. The County shall avoid the use of balloon maturities except in those instances where these maturities serve to make existing overall debt service level or match a specific income stream.
4. **Call Provisions** The County will strive to sell securities with a call feature, which is no later than ten (10) years from the date of delivery of the bonds.
5. **Original Issuance Discount/Premium.** Bonds with original issuance discount/premium will be permitted.

Debt Structure

When the County determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

Types of Debt

1. **General Obligation Bonds.** The County may issue general obligation bonds supported by the full faith and credit of the County. The County may also use its general obligation pledge to support other bond issues, if such support improves the economics of the other bond issue and is used in accordance with these guidelines.

2. **Revenue Bonds.** The County may issue revenue bonds, where repayment of the bonds will be made through revenues generated from other sources. Revenue bonds will typically be issued for capital projects which can be supported from project or enterprise-related revenues.
3. **Capital Leases.** The County may use capital leases to finance short-term projects.
4. **Commercial Paper.** The County may use Commercial Paper (Bond Anticipation Notes) as a form of interim financing

Duration

1. **Long-Term Debt.** The County may issue long-term debt where it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term borrowing will not be used to finance current operations or normal maintenance.
2. **Short-Term Debt.** Short-term borrowing may be utilized for the temporary funding of operational cash flow deficits or anticipated revenues (defined as an assured source with the anticipated amount based on conservative estimates) subject to the following policies:
 - a) *Capital Outlay Notes* may be issued in accordance with state statutes.
 - b) *Bond Anticipation Notes (BANs)* may be issued in accordance with state statutes.
 - c) *Revenue Anticipation Notes (RANs) and Tax Anticipation Notes (TANs)* shall be issued only to meet cash flow needs consistent with a finding by bond counsel that the sizing of the issue fully conforms to Federal IRS and state requirements and limitations.
 - d) *Lines of Credit* shall be considered as an alternative to other short-term borrowing options.

Interest

1. **Variable Rate Debt.** To maintain a predictable debt service burden, the County has a preference to debt that carries a fixed interest rate. The County, however, may consider variable rate debt. The percentage of net variable rate debt outstanding (excluding an amount of debt considered to be naturally matched to short-term assets in the Unreserved Fund Balance) shall not exceed 30% of the County's total outstanding debt.
2. **Interest Rate Swap.** The County will avoid the use of interest swap agreements.
3. **Fixed Rate Debt.** The County will strive to issue debt in a fixed rate mode.

Refinancing Outstanding Debt

The Administrator of Finance with assistance from the County's financial advisor shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The County will consider the following issues when analyzing possible refunding opportunities:

- 1. Debt Service Savings.** The County will evaluate refunding opportunities and will strive to achieve present value savings of 3% of the refunded bond principal amount taking into consideration the projected value of any call options and net of all costs related to the refinancing.

If present value savings is less than 3%, the County, along with the financial advisor, may consider other alternative measures to quantify the value of the refunding opportunity. However, pursuant to Tenn. Code Ann. § 9-21-903, the County shall submit its plan of refunding to the state director of local finance for review.
- 2. Restructuring.** The County will refund debt when it is in the best financial interest of the County.
- 3. Term of Refunding Issues.** The County will refund bonds within the term of the originally issued debt. However, the County may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The County may also consider shortening the term of the originally issued debt to realize greater savings.
- 4. Escrow Structuring.** The County will strive to utilize the most efficient securities available in structuring refunding escrows. However, the County will also consider the costs and risks associated with such securities. A certificate will be provided by a third party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process (in the case of open market securities), that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the County from its own account.
- 5. Arbitrage.** The County shall comply with Federal arbitrage regulations.

Methods of Issuance

The County will determine the method of issuance on a case-by-case basis.

- 1. Competitive Sale.** Pursuant to Tenn. Code Ann. § 9-21-203, the County shall use a competitive sale method of issuance for all general obligation new money transactions.
- 2. Negotiated Sale.** Pursuant to Tenn. Code Ann. § 9-21-302 & § 9-21-910, the County may sell revenue or refunding bonds at a private negotiated sale. While the County prefers the use of a competitive process, the County recognizes that some securities are best sold through negotiation. In its consideration of a negotiated sale, the County shall assess the following circumstances (only applicable to revenue or refunding bonds):

- a) A structure which may require a strong pre-marketing effort such as a complex transaction or a "story" bond
 - b) Size of the issue which may limit the number of potential bidders
 - c) Market volatility is such that the County would be better served by flexibility in timing a sale in a changing interest rate environment
 - d) Whether the bonds are issued as variable rate demand obligations
 - e) Whether an idea or financing structure is a proprietary product of a single firm
3. **Private Placement.** From time to time the County may elect to privately place its debt. Such placement shall only be considered if this method is demonstrated to result in a cost savings to the County relative to other methods of debt issuance.

Underwriter Selection (Negotiated Transaction)

If there is an underwriter, the County shall require the underwriter(s) to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the County with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the County.

Underwriter's Counsel. In any negotiated sale of County debt in which legal counsel is required to represent the underwriter, the appointment will be made by the underwriter with approval from the Administrator of Finance and the County Attorney.

Underwriter's Discount. The Administrator of Finance, with the assistance of the financial advisor, will evaluate the proposed underwriter's discount against comparable issues in the market. If there are multiple underwriters in the transaction, the Administrator of Finance will determine the allocation of fees, if any, with respect to the management fee. The determination will be based upon participation in the structuring phase of the transaction.

All fees and allocation of the management fee will be determined prior to the sale date; a cap on management fee, expenses and underwriter's counsel will be established and communicated to all parties by the Administrator of Finance. The senior manager shall submit an itemized list of expenses charged to members of the underwriting group. Any additional expenses must be substantiated.

If there is no financial advisor, the underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to the takedown per maturity to the County in advance of the pricing of the debt.

Financial and Legal Professionals

Selection of Financial and Legal Professionals. The Administrator of Finance will make recommendations on selection of the financial advisor, bond counsel and underwriters (underwriter selection only applicable in a negotiated sale) to the Mayor and Board. The County will enter into a written engagement agreement with each financial and legal professional representing the County in debt transactions.

Financial Advisor. The County shall select a financial advisor (or advisors) to assist in its debt issuance and debt administration processes. The County will enter into a written agreement with each person and/or firm serving as financial advisor(s) in debt management.

Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.

Bond Counsel. County debt will include a written opinion by legal counsel affirming that the County is authorized to issue the proposed debt, that the County has met all legal requirements necessary for issuance, and a determination of the proposed debt's federal income tax status. The approving opinion and other documents relating to the issuance of debt will be prepared by counsel with extensive experience in public finance and tax issues. The Administrator of Finance, along with the County Attorney, will make a recommendation on selection of bond counsel with final approval provided by the Mayor and Board. The County will enter into a written agreement with each person and/or firm serving as bond counsel(s) in debt transactions.

Conflict of Interest. The County requires that its financial and legal professionals provide objective advice and analysis, maintain the confidentiality of County financial plans, and be free from any conflicts of interest.

Disclosure by Financial and Legal Professionals. Financial and legal professionals involved in a debt transaction hired or compensated by the County shall be required to disclose to the County existing client and business relationships between and among the professionals to a transaction as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the County to appreciate the significance of the relationships.

Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

The County shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the County and the lender or conduit issuer, if any. This includes "soft" costs or compensation in lieu of direct payments.

Transparency

The County shall comply with legal requirements for notice and for public meetings specifying on the Board agenda when matters related to debt issuance will be considered. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be

disclosed to the citizens, the Mayor and Board and other stakeholders in a timely manner. This information will be provided to the Mayor and Board through the State Form No. CT-0253 (Report on Debt Obligation).

Continuing Disclosure Compliance

At the time debt is issued, the County will execute a Continuing Disclosure Agreement (required by SEC Rule 15c2012) in which it will covenant for the benefit of holders and beneficial owners of the publically traded debt to provide certain financial information relating to the County to each Municipal Securities Rulemaking Board ("MSRB") via Electronic Municipal Market Access ("EMMA") no later than 270 days after the end of each of the County's fiscal years and provide notice of the occurrence of any of the following material events:

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults
3. Unscheduled draws on bond-related reserves
4. Unscheduled draws on credit enhancements
5. Substitution of credit or liquidity providers or the failure of performance on the part of a liquidity provider
6. Adverse tax opinions or events affecting the tax-exempt status of any bonds
7. Modifications to rights of bond holders
8. Bond calls
9. Defeasances
10. Matters affecting collateral
11. Rating changes

Debt Policy Review

The debt policy guidelines outlined herein are only intended to provide general direction regarding the future use and execution of debt. The County maintains the right to modify these guidelines and may make exceptions to any of them at any time to the extent that the execution of such debt transaction achieves County goals.

This policy will be reviewed periodically in order to maintain relevance, to adhere to changes in legislation and to respond to changes in the capital markets.



Hamilton County Board of Commissioners

RESOLUTION

No. 415-13

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, CONTINUATION CERTIFICATES FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT, AND OATHS OF DEPUTY SHERIFFS.

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

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled "**CONTINUATION CERTIFICATES FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" have submitted for filing a bond as required in TCA Section 7-86-119; and

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

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

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

2. That the persons named on the listing labeled "**CONTINUATION CERTIFICATES FOR THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" are filed and made a matter of record; and

3. That the persons named on the listing labeled "**OATHS OF DEPUTY SHERIFFS**" are accepted and the oaths therefore are approved as taken; and

4. That each such person named on the listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 15, 2015

NAME	RESIDENCE	BUSINESS
Heather Best	723 Cove Rd. Chickamauga, GA 30707 423-883-1151	Chattanooga First Federal CU 3120 Broad St. Chattanooga, TN 37408 423-267-7621
Lyndi K. Blair	4710 Alabama Rd. Apison, TN 37302 423-838-8920	America's Home Place 2265 Gunbarrel Rd, Ste. A Chattanooga, TN 37421 423-510-9104
Lacie K. Boyd	13020 McGill Rd. Soddy Daisy, TN 37379 423-664-7930	New Covenant Medical 6106 Shallowford Rd, Ste. 108 Chattanooga, TN 37421 423-760-8700
Adala Boyd	8913 Birchwood Pike Harrison, TN 37341 423-892-2433	Suntrust Bank 7001 Lee Highway Chattanooga, TN 37421 423-892-2433
Kathryn Carey	2447 Bridge Circle, Apt. 300 Chattanooga, TN 37421 908-268-9773	Drivetime Car Sales 6000 Shallowford Rd. Chattanooga, TN 37421 423-242-4599
Kamara L. Chitwood	2524 Hickory Valley Rd. Chattanooga, TN 37421 423-255-8456	Chitwood and Chitwood 5746 Marlin Rd, Ste. 500 Chattanooga, TN 37411 423-892-4882
Elinor Choate	936 Mountain Creek Rd, Apt. E60 Chattanooga, TN 37405 423-591-5985	First Presbyterian Church 554 McCallie Ave. Chattanooga, TN 37402 423-267-1206
Connie Cofrancesco	707 Gentry Rd. Chattanooga, TN 37421 423-855-0208	Neuhoff Taylor Architects, PC 699 Dallas Rd. Chattanooga, TN 37405 423-265-3272
Sandra Cranmore	8244 Oxford Dr. Hixson, TN 37343 423-304-6425	First Tennessee Bank 137 Harrison Lane Soddy Daisy, TN 37379 423-451-0414
Karen Crawford	9401 Berkshire Circle Chattanooga, TN 37421 423-834-3094	Dialysis Clinic, Inc. 6104 N. Mack Smith Rd. Chattanooga, TN 37412 423-894-8133

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**APRIL 15, 2015**

NAME	RESIDENCE	BUSINESS
Camelli F. Darden	722 Hargraves Ave. Chattanooga, TN 37411 423-298-1965	Clark & Washington, LLC 6025 Lee Highway Chattanooga, TN 37411 423-893-8340
Claudia D. Davis	4846 Hillsdale Cir. Chattanooga, TN 37416 423-895-8785	N/A N/A N/A N/A
Vickie Dube	1220 Cranbrook Dr. Hixson, TN 37343 423-598-9420	Pediatric Diagnostic Assoc. 725 Glenwood Dr, Ste E 882 Chattanooga, TN 37404 423-698-2229
Kilea Erwin	103 Evening Side Dr. Ringgold, GA 30736 423-326-9451	Metro Tabernacle 2101 W. Shepherd Rd. Chattanooga, TN 37421 423-894-3377
Staysha Forester	402 Park Lake Rd. Rossville, GA 30741 423-619-5931	Tennessee Title Loans, Inc. 5519 Ringgold Rd. Chattanooga, TN 37412 423-954-9225
Kathryn E. Gladden	22 North Larchmont Ave. Chattanooga, TN 37411 423-697-1964	Tweety Childcare Group Home Same Same Same
John W. Graham	6112 Hixson Pike Hixson, TN 37343 423-842-5190	Phipps Cleaning Service Same Same 423-902-6124
Candice Grant	9032 Waconda Shore Dr. Chattanooga, TN 37416 423-326-3606	Presley Law Firm 1384 Gunbarrel Rd, Ste. B Chattanooga, TN 37421 423-826-1800
Jennifer Hakeem	11403 Dolly Pond Rd. Birchwood, TN 37308 423-314-8032	City of Chattanooga LDO 1250 Market St, Ste. 1000 Chattanooga, TN 37402 423-643-5800
Terra E. Harris	9807 Autumn Glen Dr. Soddy Daisy, TN 37379 423-596-9710	East Ridge Transmission, Inc. 1409 Altamaha St. East Ridge, TN 37412 423-899-7790

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**APRIL 15, 2015**

NAME	RESIDENCE	BUSINESS
Jamie Harrison	7214 Robin Roost Trail Chattanooga, TN 37421 615-788-0666	Angela C. Larkins, Attorney 701 Cherokee Blvd, Ste. 155 Chattanooga, TN 37405 423-648-6622
Pamela E. Harvey	7221 Cane Hollow Road Hixson, TN 37343 423-842-4300	Jones Raulston Title Agency 518 Georgia Ave, Ste. 200 Chattanooga, TN 37403 423-362-4333
Jim Hayes	1260 Village Green Dr. Hixson, TN 37343 423-842-7450	Self Employed 6401 Hixson Pike, Ste. A Hixson, TN 37343 423-842-2400
Scherri Hickman	167 Willow Creek Dr. Soddy Daisy, TN 37379 423-580-0896	N/A N/A N/A N/A
Shea Higgins	1407 John Ross Rd. Chattanooga, TN 37421 423-718-9099	Drivetime 6000 Shallowford Rd. Chattanooga, TN 37421 423-242-4599
Alicia M. Howard	300 Marion Dr. Ringgold, GA 30736 423-227-5568	Physician Practice Resources 7047 Lee Highway, Ste. 101 Chattanooga, TN 37422 423-648-9808
Veronica D. Hurd	3623 Premium Dr. Hixson, TN 37415 423-877-7039	TN Dept of Corrections 540 McCallie Ave, Ste. 250 Chattanooga, TN 37402 423-634-6333
Mitzi Johnston	1010 Rivermont Place Chattanooga, TN 37415 423-385-6273	Martin Pierce, Attorney at Law 4513 Hixson Pike, Ste. 109 Hixson, TN 37343 423-648-4303
Gloria W. Jones	2125 Standard Dr. Soddy Daisy, TN 37379 423-280-3151	Realty Title & Escrow Services 5870 Highway 153, Ste. 102 Hixson, TN 37343 423-877-1970
Rowena R. Keane	1414 Continental Dr, Apt. 1003 Chattanooga, TN 37405 423-400-9543	McCallie School 500 Dodds Ave. Chattanooga, TN 37404 423-493-5886

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**APRIL 15, 2015**

NAME	RESIDENCE	BUSINESS
Grace Manley	3131 Mountain Creek Rd, Apt. 9B8 Chattanooga, TN 37415 865-851-6331	Springleaf Financial 1925 Gunbarrel Rd, Ste. 109 Chattanooga, TN 37421 423-892-6720
Jeff McAfee	225 N. Howell Ave. Chattanooga, TN 37411 423-771-6537	Fleissner, Davis, & Johson P.O. Box 869 Chattanooga, TN 37401 423-756-3591
Secondra Dees Meadows	2429 East Third St. Chattanooga, TN 37404 423-432-5922	N/A N/A N/A N/A
Colby Miller	118 Vandergriff Rd. Signal Mtn, TN 37377 423-463-9594	Springleaf Financial 1925 Gunbarrel Rd, Ste. 109 Chattanooga, TN 37421 423-892-6720
Kizmet Milton	1664 Greendale Way Hixson, TN 37343 423-385-8399	N/A N/A N/A N/A
Xiomara Morales	3021 Freedom Ln. Dalton, GA 30721 706-913-0599	Extreme Auto Sales, Inc. 3718 Rossville Blvd. Chattanooga, TN 37407 423-490-7777
Brenda L. Owens	221 Highland Dr. Rossville, GA 30741 423-309-0068	Citizens Savings & Loan 3736 Ringgold Rd. Chattanooga, TN 37412 423-698-4407.
Amy J. Ownby	532 Millbrook Cir. Cleveland, TN 37323 423-331-4770	The Bridge at Ooltewah 5901 Snow Hill Rd. Ooltewah, TN 37363 423-760-8540
Alma J. Patton	6103 St. Andrews Way Hixson, TN 37343 423-842-9655	JC Curtis Construction Co, LLC 1507 Wilder St. Chattanooga, TN 37406 423-894-5480
Bertram Couch Payne II	315 White Eagle Trl Ringgold, GA 30736 706-952-4220	H & M Painting Company 1413 Chesnut St. Chattanooga, TN 37402 423-227-8079

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 15, 2015

NAME	RESIDENCE	BUSINESS
Becki Pineda	114 N. Forrest Ave. Lookout Mtn, TN 37350 423-475-9474	Church of the Good Shepherd 211 Franklin Rd. Lookout Mtn, TN 37350 423-821-1583
W. Scott Ray	8808 Havendale Lane Chattanooga, TN 37421 423-531-8327	Harry B. Ray & Associates, PLLC 6148 Lee Hwy, Ste. 210 Chattanooga, TN 37421 423-693-0160
Cat Robinson	2288 Gunbarrel Rd, Ste. 154, #109 Chattanooga, TN 37421 404-786-9417	Environmental Solutions Group 2030 Hamilton Plc Blvd, Ste. 200 Chattanooga, TN 37421 423-954-3680
Esai Rodriguez	712 E. Morris St. Dalton, GA 30721 706-218-3683	Morales Group Services, Inc. 4201 Rossville Blvd. Chattanooga, TN 37407 423-486-9999
Alicia C. Rogers	4 Talley Circle Ft. Ogelthorpe, GA 30742 423-486-0686	Physician Practice Resources 7047 Lee Highway, Ste. 101 Chattanooga, TN 37422 423-648-9808
Michael D. Ronan	2918 Nurick Dr. Chattanooga, TN 37415 423-356-4332	Weems and Ronan 744 McCallie Ave, Ste. 520 Chattanooga, TN 37403 423-624-1000
Donna Satterfield	1622 Miriam Lane Chattanooga, TN 37421 423-704-0463	Community Trust & Banking 9125 Lee Highway Ooltewah, TN 37363 423-238-1111
Oswaldo Saucedo	981 Cavender Rd, SE Dalton, GA 30721 706-508-2872	Morales Group Services, Inc. 4201 Rossville Blvd. Chattanooga, TN 37407 423-486-9999
Shaneika Shepherd	616 N. Highland Park Ave. Chattanooga, TN 37404 423-629-4047	State of Tennessee 5600 Brainerd Rd, Ste. 602A Chattanooga, TN 37411 423-634-6550
Joseph C. Simpson	694 County Road 218 Niota, TN 37826 423-829-0064	Husch Blackwell, LLP 736 Georgia Ave, Ste. 300 Chattanooga, TN 37402 423-266-5939

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

APRIL 15, 2015

NAME	RESIDENCE	BUSINESS
Marchetta L. H. Smith	12602 Hwy 58 Georgetown, TN 37336 423-435-6787	N/A N/A N/A N/A
Terri Stansell	6104 Sasha Lane Chattanooga, TN 37416 423-344-3279	Chattanooga First Federal CU 3120 Broad St. Chattanooga, TN 37408 423-267-7621
Amanda S. Thomas	4200 Alabama Ave. Chattanooga, TN 37409 423-298-4543	University of Surgical Assoc, LLC. 979 E. 3rd St, Ste. 300 Chattanooga, TN 37403 423-267-0466
Aaron Clifton Turnmire	2133 Vaden Village Dr. Chattanooga, TN 37421 423-619-6260	Tennessee Valley FCU 1101 Market St. Chattanooga, TN 37402 423-634-5300
JD Wallace	4311 Wilson Avenue Signal Mountain, TN 37377 865-898-2975	Milligan Reynolds 724 Cherry St. Chattanooga, TN 37402 423-756-0911
Sandra White	2627 Maromede Lane Chattanooga, TN 37421 423-710-5092	First Tennessee Bank 701 Market St. Chattanooga, TN 37402 423-757-4445
Yieng Yann	114 Passons Rd. Chattanooga, TN 37415 423-875-0451	First Volunteer Bank 5109 Hixson Pike Hixson, TN 37343 423-668-4645

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
CONTINUATION CERTIFICATES FOR THE BONDS OF HAMILTON
COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT
APRIL 15, 2015**

The individuals listed below have submitted to the County Clerk a bond as required by law.

	Original Amount of Bond	Date of Continuation Certificate
John S. Stuermer	\$283,757.00	August 27, 2014
Edward M. Phillips	\$294,206.00	January 11, 2015
Donna Allen, Sr.	\$298,785.00	February 15, 2015
Richard L. Brown	\$298,785.00	February 15, 2015
Jeffrie J. Donnick	\$298,785.00	February 15, 2015
Daisy W. Madison	\$298,785.00	February 15, 2015

HAMILTON COUNTY EMERGENCY COMMUNICATIONS DISTRICT

3404 Amnicola Hwy • Chattanooga, TN 37406 • (423) 622-1911 • www.hc911.org

DON ALLEN

Chairman, Board of Directors

JOHN STUERMER

Executive Director

MIKE MAHN

Legal Counsel

March 27, 2015



Mr. Bill Knowles
Hamilton County Clerk
625 Georgia Avenue, Room 201
Chattanooga, TN 37402

Dear Mr. Knowles:

Enclosed you will find six Continuation Certificates for surety bonds on file in your office. The certificates are for John Stuermer, Richard Brown, Daisy Madison, Edward Phillips, Don Allen and myself and are forwarded for safekeeping in your office per TCA 5-6-109.

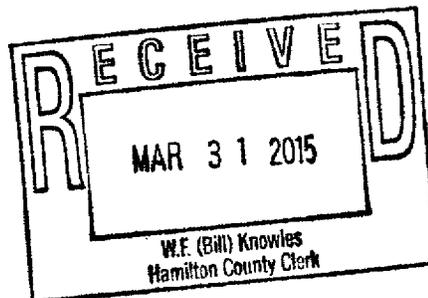
Should you have any questions or need further information, please do not hesitate to contact me at this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jay Donnick', is written over a faint, larger version of the same signature.

Jay Donnick
Director of Administration

Encl.





Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE

Bond No. POB867579405

John S. Stuermer

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. _____

POB867579405 dated the, 27th day of August, 2007

in the penalty of Two hundred eighty three thousand seven hundred fifty seven Dollars (\$ 283,757),

in favor of The State of Tennessee Comptroller Office

_____, do hereby continue said bond in force for the further

term of one year beginning on the 27th day of August, 2014

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 30th day of September, 2014

Witness:

[Signature]

[Signature] (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By.

[Signature]
Rhonda Talley

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



Geoffrey Delisio

Geoffrey Delisio, Vice President

Fidelity and Deposit Company of Maryland
Home Office: 600 Red Brook Boulevard, Suite 600, Owings Mills, MD 21117
Mailing Address: 1400 American Lane, T2-3, Schaumburg, IL 60196

Bond No. POB8675794 13

RIDER

To be attached to and form a part of Public Official Bond Bond, No. POB8675794 13
dated the 27th day of August 2014 issued by Fidelity and Deposit Company of Maryland
as Surety, on behalf of John S. Stuermer as Principal,
in the penal sum of Two hundred eighty three thousand seven hundred fifty seven

Dollars _____), and in favor of State of Tennessee – Comptroller of the Treasury

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Bond limit increased from two hundred eighty three thousand seven hundred fifty seven dollars (\$283,757) to two hundred ninety four thousand two hundred six dollars (\$294,206)

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 27th day of August, 2014
Signed, sealed and dated this 16th day of October, 2014,

ATTEST:
Offire J. [Signature]

PRINCIPAL

By [Signature]
John S. Stuermer

ACCEPTED:
[Signature]

Fidelity and Deposit Company of Maryland
By [Signature]
Rhonda Talley

, Attorney-in-Fact

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



Geoffrey Delisio

Geoffrey Delisio, Vice President



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE

Bond No. POB874784403

Edward M Phillips, Hamilton County 911

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No, _____
POB874784403 dated the, 11th day of January, 2013
in the penalty of Two hundred ninety four thousand two hundred six Dollars (\$ 294,206),
in favor of Tennessee Secretary of State, Board of Directors

_____, do hereby continue said bond in force for the further
term of one year beginning on the 11th day of January, 2015

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 28th day of January, 2015

Witness: [Signature]

[Signature] (SEAL)
Principal

Principal

Principal

Principal

Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By. [Signature]
Rhonda Talley - Attorney-in-Fact

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____
*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28 day of January, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President

Fidelity and Deposit Company of Maryland
Home Office: 600 Red Brook Boulevard, Suite 600, Owings Mills, MD 21117
Mailing Address: 1400 American Lane, T2-3, Schaumburg, IL 60196

Bond No. POB874784403

RIDER

To be attached to and form a part of Public Official Bond Bond, No. POB874784403

dated the 11th day of January 2013 Fidelity and Deposit Company of Maryland
ISSUED BY

as Surety, on behalf of Edward M Phillips Hamilton County 911, as Principal,

in the penal sum of Two hundred ninety four thousand two hundred six

Dollars _____), and in favor of Tennessee Secretary of State, Board of Directors

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

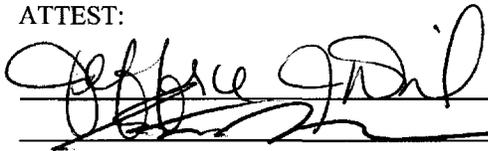
Change the penal sum of the bond from Two hundred ninety four thousand two hundred six dollars (294,206) to Two hundred ninety eight thousand seven hundred eighty six dollars (298,785)

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 11th day of January, 2015

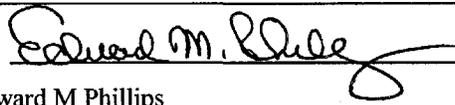
Signed, sealed and dated this 28th day of January, 2015

ATTEST:



PRINCIPAL

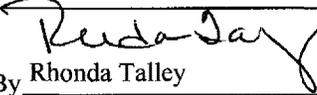
Edward M Phillips, Hamilton County 911

By 

Edward M Phillips

ACCEPTED:

Fidelity and Deposit Company of Maryland

By 

Rhonda Talley

, Attorney-in-Fact

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26 day of January, 20 16.



Geoffrey Delisio

Geoffrey Delisio, Vice President



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE

Bond No. POB4002767 23

Donald Allen, Sr. of Hamilton County 911

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. _____
POB4002767 23 dated the, 15th day of February, 2006
in the penalty of Two hundred ninety eight thousand seven hundred eighty five Dollars (\$ 298,785),
in favor of The State of Tennessee

_____, do hereby continue said bond in force for the further
term of one year beginning on the 15th day of February, 2015

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 25th day of February, 2015

Witness:

Cynthia A. Orman

Donald Allen Sr. (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Principal

Cherie W. [Signature]

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By. [Signature]

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of Feb, 2016.



Geoffrey Delisio

Geoffrey Delisio, Vice President



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE

Bond No. POB8747828

Richard L Brown of Hamilton County 911

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. _____
POB8747828 dated the, 15th day of February, 2006

in the penalty of Two hundred ninety eight thousand seven hundred eighty five Dollars (\$ 298,785),

in favor of The State of Tennessee

_____, do hereby continue said bond in force for the further
term of one year beginning on the 15th day of February, 2015

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 25th day of February, 2015

Witness:

Mary Scott

Richard L. Brown (SEAL)
Principal

3/6/15

Principal

Principal (SEAL)

Principal

Principal (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Cherie [Signature]

By.

Randa [Signature]

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____
*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of Feb, 2016.



Geoffrey Delisio

Geoffrey Delisio, Vice President



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE

Bond No. POB4003045 18

Jeffrie J. Donnick of Hamilton County 911

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. _____
POB4003045 18 dated the, 15th day of February, 2006

in the penalty of Two hundred ninety eight thousand seven hundred eighty five Dollars (\$ 298,785),

in favor of The State of Tennessee

_____, do hereby continue said bond in force for the further
term of one year beginning on the 15th day of February, 2015

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 25th day of February, 2015

Witness:

Lester Reynolds

Jeffrie J. Donnick (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Principal

Cherie-Will

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By. Randa Day

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of Feb, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

CONTINUATION CERTIFICATE

Bond No. POB4002769 22

Daisy W. Madison of Hamilton County 911

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, in a certain Bond No. _____
POB4002769 22 dated the, 15th day of February, 2006
in the penalty of Two hundred ninety eight thousand seven hundred eighty five Dollars (\$ 298,785),
in favor of The State of Tennessee

_____, do hereby continue said bond in force for the further
term of one year beginning on the 15th day of February, 2015

Provided, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 25th day of February, 2015

Witness: *Sheryl Applbaum*

Daisy W. Madison (SEAL)
Principal

Principal (SEAL)

Principal (SEAL)

Cherie Walk

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By. *Rhoda Jurey*

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

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

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

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

ATTEST:

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



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

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

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

Maria D. Adamski

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of Feb, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
APRIL 15, 2015**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Kendall R. Coulter	April 1, 2015
James Frederick Tizzio, Sr.	April 1, 2015
Scott Stephen Ogradowczyk	April 1, 2015

STATE OF TENNESSEE }
Hamilton County } ss.

I, Kendall R. Coulter....., 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
1st day of April, 2015.

By Pat Jones.....


.....
Kendall R. Coulter

STATE OF TENNESSEE }
Hamilton County } ss.

I, James Frederick Tizzio, Sr., 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
1st day of April, 2015.

By Pat Gane


James Frederick Tizzio, Sr.

STATE OF TENNESSEE }
Hamilton County } ss.

I, Scott Stephen Ogradowczyk....., 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
15th day of April, 2015.

By Pat Jones.....


.....
Scott Stephen Ogradowczyk



Hamilton County Board of Commissioners

RESOLUTION

No. 415-14

A RESOLUTION TO APPOINT A REGULAR MEMBER TO THE HAMILTON COUNTY BOARD OF ZONING APPEALS, AND TO APPOINT (2) TWO ASSOCIATE MEMBERS THEREOF.

WHEREAS, Tennessee Code Annotated 13-406 and Hamilton County Zoning Regulations VII, Section 106 et seq., provide for the appointment of members to the Hamilton Board of Zoning Appeals by the Hamilton County Board of Commissioners; and

WHEREAS, the Local Zoning Ordinance of Hamilton County has been amended to reflect the fact that associate members can be appointed to the Board of Zoning Appeals to serve in the event any regular member is temporarily unavailable to act owing to absence from the County or illness; and

WHEREAS, the term of Jim Parks on said Board expired on October 1, 2013, and Joseph (Joe) G. DeGaetano has been presented for appointment for a term expiring January 19, 2018; and

WHEREAS, from time to time there exists vacancies on said Board due to appointees' absence or sickness, thereby requiring the designation of an alternate and an associate member; and

WHEREAS, the Hamilton County Board of Commissioners wishes to appoint Hamilton County Commissioner Marty Haynes as an alternate, and Melinda Volker as an associate on said Board.

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

That Joseph G. DeGaetano is hereby appointed as a member to the Hamilton County Board of Zoning Appeals, for a term beginning immediately and ending January 19.

2018; that Hamilton County Commissioner Marty Haynes and Melinda Volker are hereby appointed as alternate and associate members, respectively, to said Board.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date

JOSEPH G. DEGAETANO

Home: 820 Westwood Avenue, Chattanooga, Tennessee 37405

Office: 50 Frazier Avenue, Suite 300, Chattanooga, Tennessee 37405

Phone: (423) 255-7642 (mobile)

Email: joe@jdfirm.com

EDUCATION

University of Georgia School of Law, Athens, GA

- Juris Doctor, 2000, *Summa Cum Laude*
- GPA: 3.91/4.0, Class Rank: 2nd in class of 223
- School of Law Scholarship recipient
- Teaching Assistant to Professor John B. Rees, Civil Procedure, 1998-2000
- GEORGIA LAW REVIEW, Editorial Board
- Awards for highest grades (A+) in Criminal Law, Torts, and Civil Procedure

Vanderbilt University, Nashville, TN

- Bachelor of Science, Economics, 1996, *Magna Cum Laude*
- GPA: 3.68/4.0
- Top Tenn Scholarship recipient
- President, Alpha Tau Omega Fraternity

JUDICIAL CLERKSHIP

United States Court of Appeals, Eleventh Circuit, Atlanta, GA, August 2000 to August 2001 term.

Law clerk to the Honorable Phyllis A. Kravitch, Senior Circuit Judge

- Extensive legal research and writing in numerous areas of federal civil and criminal law.

PROFESSIONAL EXPERIENCE

I have engaged in the private practice of law in Tennessee continuously since 2001, and I have owned my own law firm since 2009. My primary area of practice is civil litigation, and I also represent indigent criminal defendants in federal court. My experience includes a significant amount of zoning litigation in Davidson County. In addition to my law practice, I own and manage an office and retail property in North Chattanooga that is home to a number of small businesses.

COMMUNITY INVOLVEMENT

- **Legal Aid of East Tennessee** – Volunteer representation of indigent clients, 2005-present.
- **Chattanooga Bar Association** – Volunteer Arbitrator of fee disputes, 2011-present.
- **Chattanooga Kids on the Block** – Board of Directors, 2009-2011.
- **Normal Park Museum Magnet School** – Regular volunteer, 2011-present.
- **Cottages at Knickerbocker Homeowners Association** – Board of Directors, 2009-present.
- **North River Soccer Association** – Youth Coach, 2012-present.

BAR ADMISSIONS

- Licensed to practice law in Tennessee (since 2001) and Georgia (since 2000).
- Admitted to U.S. Court of Appeals (6th Circuit) and U.S. District Court (E.D. Tenn. and M.D. Tenn.).

STATE BAR LEADERSHIP

- *Chair*, Executive Council, Tennessee Bar Association Tort & Insurance Practice Section, 2011-2012.

PERSONAL

- Wife: Heather DeGaetano. Daughter: Lucie DeGaetano (age 8)
- Continuous resident of Chattanooga since March 2005
- Continuous resident of Hamilton County (Hixson): 1979-1992



Hamilton County Board of Commissioners RESOLUTION

No. 415-15

A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE COUNTY MAYOR OF THOMAS LAMB AS DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT.

WHEREAS, Ron Priddy is retiring as Director of Parks and Recreation effective May 1, 2015 and created a vacancy in the Hamilton County Parks and Recreation Department; and,

WHEREAS, the County Mayor has appointed Thomas Lamb as Director of Parks and Recreation, effective May 13, 2015, at Salary Range 77, with an annual salary of \$80,011.00.

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

That the appointment of Thomas Lamb as Director of the Parks and Recreation Department is hereby confirmed for a salary stated above and becoming effective May 13, 2015.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date

Thomas A. Lamb, CPRP

423-260-4856

tlamb@hamiltontn.gov

Certified Park and Recreation Professional

Graduate of NRPA Supervisors' Management School

Hamilton County Government *Focus on the Finest MVP Award* – 2009 & 2010

Completed TDEC Benchmarking Application for Hamilton County Tier II status

EDUCATION: B.S. Environmental Science – Geology
University of Tennessee at Chattanooga
December 2008

- Earned *Dean's List* recognition for GPA in 2007 and 2008
- Senior Research presented at *Geological Society of America* annual meeting – March 2009

EXPERIENCE: Parks Supervisor – Enterprise South Nature Park
Hamilton County Parks & Recreation Department
2009 – Present

- Set work schedule and approve leave requests for park maintenance staff
- Supervise planning, implementation and completion of park maintenance and projects
- Disseminate park and project information to Park Superintendent
- Complete mid-year and annual employee evaluations
- Prepare specifications and receive quotations for the procurement of new equipment
- Coordinate with outside vendors to maintain inventory of materials and supplies
- Coordinate with Highway, Maintenance, Engineering, Development, and other departments
- Coordinate with outside agencies on park projects and Department contracts
- Oversee all equipment and vehicle maintenance
- Develop and implement specific safety training for park maintenance staff
- Interpret maps and technical drawings for construction and installation of park amenities
- Layout and install trails to meet technical standards of trail design

Logistics & Craft Vendor Representative
Hamilton County Fair
2001 – Present

- Update and process vendor applications and spot assignments
- Procure multiple committees' needs including signs, ribbons and miscellaneous materials
- Coordinate fairground mapping and spatial needs of sponsors and other committees
- Assemble information notebooks for committee chairs and public information
- Provide communication and technical support during County Fair
- Dispense information, materials and supplies to supporting agencies during County Fair

Parks Maintenance Specialist
Hamilton County Parks & Recreation Department
2000 – 2009

Received training to proficiency in all aspects of parks maintenance and landscaping including: equipment operation, herbicide/pesticide applications, turf maintenance, construction projects



Hamilton County Board of Commissioners RESOLUTION

No. 415-16

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 APRIL 18, 2019.

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 Jack Studer, to a term beginning April 18, 2015 and ending April 18, 2019.

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

That the reappointment of Jack Studer 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

April 15, 2015

Date

Jack Studer

E-MAIL JSTUDER@LAMPPOSTGROUP.COM
PHONE 423.315.2093

EXPERIENCE

Lamp Post Group – Venture Incubator

Chattanooga, TN 2011 – Present

Partner

- Lamp Post Group is a venture incubator that combines the resources of a startup incubator with the financial investment capabilities of a venture capital firm.
- Lamp Post Group has a diverse portfolio of companies that range from Access America Transport, a \$500 million dollar third party logistics company, to Akimbo, an early stage software application development company focused on "gamifying" the enterprise.
- Founded the Gig Tank program, a summer startup accelerator focusing on helping launch ultra broadband companies.

Chattanooga Renaissance Fund – Angel Fund

Chattanooga, TN 2011 - Present

General Partner

- CRF is a \$3.5 million seed investor focused primarily on high growth Chattanooga based companies.
- First and largest formalized network of capital in the Chattanooga area specifically designed to help foster entrepreneurial activity within Chattanooga.

Wetpaint – Web 2.0 Startup

Seattle, WA 2008 – 2010

VP Business Development and Operations

- Wetpaint.com provides wiki based community sites, which enable individuals to add, erase and share information. The company combines wikis, blogs, forums and social networks to power over 1.4 million user generated content sites.
- Served as primary business development executive following Series C funding of \$25 million, partnering with companies such as LucasArts, T-Mobile, HBO, NY Giants, Houston Rockets and MTV.
- Planned and executed strategy to utilize grass roots user-generated content to achieve scale and leverage within various industries to drive both partner and direct advertising sales revenue

DraftSpace – Software Company

New York, NY / London, UK / Mumbai, India 2007 – 2008

Co-founder, VP Business Development and Operations

- DraftSpace is a provider of virtual deal-room technology and services to global investment banks, law firms and their clients, providing on-demand workspaces to share information securely and collaborate over the web.
- Joined DraftSpace's executive team with direct report to CEO as part of company formation with responsibilities. Led the company to preferred provider status with Morgan Stanley, Goldman Sachs, Merrill Lynch and other leading investment banks.
- Oversaw expansion of company from one office in London to five offices worldwide including New York, Mumbai, Dubai and Madrid during a period of 100%+ annual revenue growth.
- Led company's eventual acquisition by Copal Partners, a high growth Indian based KPO firm with over 500 employees.

Credit Suisse – Technology Group

San Francisco, CA 2005 – 2007

Investment Banking Analyst

- Responsible for analysis and execution of strategic and financing alternatives across all technology sectors, including semiconductors, internet, software, communications equipment and IT services.
- Conducted comprehensive financial valuation analysis including leveraged buyout modeling, comparable companies, precedent transactions, capital structure and recapitalization, discounted cash flows, merger impact, share repurchase, initial public offering and follow-on offering analyses.

Selected Deal Experience

- **Bankrate:** Analyst on Bankrate's \$130 million sole bookrun follow-on offering. Responsible for valuation, internal marketing, drafting and due diligence. Led management team on U.S. roadshow, prepared board materials and interacted extensively with Bankrate CEO and CFO.
- **Bankruptcy Management Solutions:** \$480 million sell-side situation for a financial services software company. Involved primarily in the sell-side, staple financing and sponsor facing facets of the deal. Built LBO model with customized interest rate hedging structures.
- **Omniture:** Analyst on IPO/follow-on offering. Responsible for internal marketing, due diligence and approval committee materials for leading online web analytics company IPO.
- **Orbitz:** Credit Suisse analyst on IPO/Multiple sponsor financings. Primary industry analyst for largest internet IPO since 2004.



Hamilton County Board of Commissioners RESOLUTION

No. 415-17

A RESOLUTION ACCEPTING THE BID OF ON DUTY DEPOT FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING APRIL 15, 2015 THROUGH APRIL 14, 2016, FOR VEHICLE UPFITTING EQUIPMENT FOR THE SHERIFF'S VEHICLES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for upfitting equipment for the Sheriff's vehicles; and,

WHEREAS, the bid from On Duty Depot was considered to be the lowest and best bid received; and,

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

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

That the bid of On Duty Depot for one (1) year contract unit pricing, beginning April 15, 2015 through April 14, 2016, for vehicle upfitting equipment for the Sheriff's vehicles is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contacts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date

VEHICLE UPFITTING EQUIPMENT SPECIFICATIONS

Hamilton County, Tennessee is soliciting contract unit pricing for twelve (12) months for equipment for upfitting police vehicles. Hamilton County will be installing the equipment. All prices must include shipping/delivery to the Sheriff's Annex located at 6233 Dayton Blvd., Hixson, Tennessee 37343. This bid will be awarded by groupings, therefore, vendors may bid on all or parts of this bid opportunity.

BID SUBMISSION REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on March 23, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID # 0315-129: Vehicle Upfitting Equipment". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label. **No bids will be accepted once the opening time has arrived.**

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0315-129: Vehicle Upfitting Equipment from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

Questions regarding product specifications should be directed to Sgt. Mark S. Williams, Hamilton County Sheriff's Department at (423) 209-8935 or mwilliams@hcsheiff.gov.

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

BID SPECIFICATIONS:

- The quantities listed below will be for the initial order. Additional equipment purchases, on these items listed, will be allowed and prices will be guaranteed during the twelve (12) month period.
- Lighting suppliers will need to contact Sgt. Mark Williams for color configuration.
- Equipment will be installed by the Hamilton County Sheriff's Department.
- The response documents must be signed by a person or persons legally authorized to bind the provider to this contract. The signer's title, contact information, and the date of approval should also be provided in the Authorization To Bind form attached.
- By the act of submitting a bid, bidder accepts the general terms and conditions as listed and attached.

WARRANTY:

All items shall be protected by a manufacturer's warranty against defects in parts, materials and workmanship for a period of not less than twelve (12) months from the date of delivery.

DELIVERY:

Any shipping/delivery charges must be included in the unit price of the equipment and not charged separately. Additionally, no additional fuel surcharges are allowed.

Ship/deliver to:

Hamilton County Sheriff's Annex
Attn: Sgt. Mark Williams
6233 Dayton Blvd.
Hixson, TN 37343

Pricing:

1. PRISONER PARTITIONS AND WINDOW BARRIERS

QTY	ITEM	MFG	ITEM NUMBER	COLOR	UNIT PRICE	EXTENDED PRICE
6	Recess Panel Kit	Setina	RK0320IMP06N	N/A		
8	#6VS SPT70/30 #12VS Expanded Combo W/SCA	Setina	1K0671ITU12SCA	N/A		
8	Poly Window Barriers Sets	Setina	WK0595ITU12	N/A		
Total Price:						

2. COMPUTER MOUNTS AND CONSOLES

QTY	ITEM	MFG	ITEM NUMBER	COLOR	UNIT PRICE	EXTENDED PRICE
6	Chev Impala Console	Jotto Desk	425-6136	N/A		
8	Computer Mount	Jotto Desk	425-5453	N/A		
6	Xchange Cable Dock	Jotto Desk	425-5485	N/A		
14	Kodiak Toughbook Locking Tray	Jotto Desk	450-4035	N/A		
14	Kodiak TB Power Supply	Jotto Desk	450-4060	N/A		
8	Console PI Interceptor II	Jotto Desk	425-6193	BLK		
8	Cup Holder	Jotto Desk	425-3704	BLK		
14	Face Plate	Jotto Desk	425-6412	BLK		
14	Face Plate	Jotto Desk	425-6064	BLK		
8	Face Plate	Jotto Desk	425-6053	BLK		
8	Computer Mount	Jotto Desk	425-5598	BLK		
8	Xchange Cable Dock	Jotto Desk	425-5485	N/A		
14	12V Outlets	Jotto Desk	425-2968	BLK		
Total Price:						

3. VEHICLE BUMPERS AND HEADLIGHT PROTECTION

QTY	ITEM	MFG	ITEM NUMBER	COLOR	UNIT PRICE	EXTENDED PRICE
8	PB450L4 Alum Bumper IPX600	Setina	BK2027ITU12PB6	BLK		
8	PB6 VS Headlight Guard w/PB5 Wrap	Setina	HK0810ITU12	BLK		
	Total Price:					

4. VEHICLE LIGHTING

QTY	ITEM	MFG	ITEM NUMBER	COLOR	UNIT PRICE	EXTENDED PRICE
6	Integrity Light Bar for 2015 Chev Impala w/ 25 ft. cables	Federal	ITNTG44	Dual		
8	Integrity Light Bar for 2015 Ford SUV Interceptor w/ 25ft. cables	Federal	ITNTG44	Dual		
14	SSP2000 Siren	Federal	SSP2000	N/A		
8	Siren Speaker & Bracket for 2015 Impala	Federal	ES100	N/A		
8	Siren Speaker & Bracket for 2015 Ford SUV w/Bracket for Bumper Mount	Federal	ES100	N/A		
2	6 Head Light Stick	Federal	SL6-B	BLU		
2	Spectralux ILS Split Front Blue w/TD Lights	Federal	SILSS	BLU		
2	650 Remote Head Siren/Switch Control	Federal	650003	N/A		
	Total Price:					

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0315-129 - Log Vehicle Upfitting Equipment

3/12/2015 8:11 AM Eastern

Bids Due Date/Time: 3/23/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 3/23/2015 10:30:00 AM Eastern
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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
3/12/2015 8:11:50AM	Eastern	Linda Chumbler	0315-129 - Vehicle Upfitting Equipment	Invitation	Please click on the above solicitation number to access bid documents.	394	0

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

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

LEGAL NOTICE

Bids for contract unit pricing for Vehicle Upfitting Equipment will be opened at 10:30 AM (ET) on March 23, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Vehicle Upfitting Equipment
Monday, March 23, 2015

Sheriff's Department
10:30 A.M.

Vendors:	On Duty Depot	Mtn. View Ford (HC)	C-Cam (HC)	Truckers Lighthouse Inc.	Interceptor Public Safety Products
Prisoner Partitions & Window Barriers					
Recess Panel Kit	\$131.00	\$135.00	\$275.00	\$138.00	\$210.00
#6VS SPT70/30 #12VS Expanded Combo W/SCA	\$915.00	\$965.00	\$1,473.00	\$980.00	\$1,030.00
Poly Window Barriers Sets	\$150.00	\$155.00	\$254.00	\$159.00	\$175.00
Computer Mounts & Consoles					
Chev Impala Console	\$164.00	\$170.00	\$294.00	N/B	\$180.00
Computer Mount	\$191.00	\$235.00	\$340.00	N/B	\$205.00
Xchange Cable Dock	-\$45.00	-\$45.00	-\$60.00	N/B	-\$45.00
Kodiak Toughbook Locking Tray	\$163.00	\$162.00	\$251.00	N/B	\$190.00
Kodiak TB Power Supply	\$127.00	\$126.00	\$175.00	N/B	\$29.00
Console PI Interceptor II	\$222.00	\$232.00	\$395.00	N/B	\$240.00
Cup Holder	\$28.00	\$27.00	\$52.00	N/B	\$28.00
Face Plate	N/C	N/C	\$37.00	N/B	\$20.00
Face Plate	N/C	N/C	\$37.00	N/B	\$20.00
Face Plate	N/C	N/C	\$14.00	N/B	\$8.00
Computer Mount	\$205.00	\$214.00	\$310.00	N/B	\$220.00
Xchange Cable Dock	-\$45.00	-\$45.00	-\$60.00	N/B	-\$45.00
12V Outlets	\$26.00	\$25.00	\$54.00	N/B	\$28.00
Vehicle Bumpers & Headlight Protection:					
PB450L4 Alum Bumper IPX600	\$629.00	\$745.00	\$1,000.00	\$599.00	\$660.00
PB6 VS Headlight Guard w/PB5 Wrap	\$368.00	\$385.00	\$634.00	\$392.00	\$420.00
Vehicle Lighting					
Integrity Light Bar for 2015 Chev Impala w/ 25 ft. cables	\$1,325.00	\$1,925.00	\$2,680.00	N/B	\$1,970.00
Integrity Light Bar for 2015 Ford SUV Interceptor w/ 25ft. cables	\$1,325.00	\$1,925.00	\$2,680.00	N/B	\$1,970.00
SSP2000 Siren	\$526.00	Included above	\$1,100.00	N/B	\$750.00
Siren Speaker & Bracket for 2015 Impala	\$133.00	\$145.00	\$292.00	N/B	\$220.00
Siren Speaker & Bracket for 2015 Ford SUV w/Bracket for Bumper Mount	\$133.00	Included above	\$292.00	N/B	\$220.00
6 Head Light Stick	\$249.00	\$248.00	\$391.00	N/B	\$285.00
Spectralux ILS Split Front Blue w/TD Lights	\$580.00	\$595.00	\$1,105.00	N/B	\$760.00
650 Remote Head Siren/Switch Control	\$275.00	\$295.00	\$452.00	N/B	\$350.00
Delivery:					
Terms:	4-6 Weeks	30 days ARO	2-8 Wks.	4 Wks.	
	Net 30	Net 45		Net 30	

Request For Bids:	
Newspaper Ad:	3-12-2015
Vendor Notification:	394
Vendor Response:	5
Budgeted:	Capital



Hamilton County Board of Commissioners RESOLUTION

No. 415-18

A RESOLUTION ACCEPTING THE BID OF DIVERSIFIED COMPANIES, LLC FOR A THREE (3) YEAR CONTRACT FOR PRINTING AND PROCESSING DELINQUENT TAX SUMMONS, BEGINNING APRIL 15, 2015 THROUGH APRIL 14, 2018, FOR THE TRUSTEE'S OFFICE AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for a three (3) year contract, with the option to renew for three (3) additional one (1) year terms, for printing and processing of Delinquent Tax Summons for the Trustee's Office; and,

WHEREAS, the bid from Diversified Companies, LLC was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Diversified Companies for a three (3) year contract for printing and processing Delinquent Tax Summons, beginning April 15, 2015 through April 14, 2018, for the Trustee's Office is hereby accepted and authorizing the County Mayor to sign any contacts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date

**Specifications
For
Delinquent Tax Summons Printing & Processing**

I. STATEMENT OF INTENT AND DESCRIPTION OF SERVICES REQUESTED

A. Statement of Intent

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting bids for the purposes of establishing a multi-year contract for the printing and processing of Delinquent Tax Summons for the Hamilton County Trustee’s Office.

B. Description of Services Requested

The process for handling delinquent tax collections covers a three (3) year prior from the time at which taxes become delinquent until either the taxes are paid or the property is sold in a delinquent tax sale. Over this period, multiple mailings occur for properties remaining delinquent. While the volume of the mailings varies in size, the initial summons generally involves processing and mailing (via certified mail) approximately 6,000 summonses. Each subsequent mailing decreases in volume from the initial mailing. This process repeats each year with respect to subsequent delinquent tax years.

Attached for your review are examples of various summons forms used by Hamilton County to aid in your quote process. Other summons or legal notice forms might also be used, depending on the circumstances affecting any specific parcel of property.

Services required for this bid will include data file merge (if selected), printing, processing, envelope inserting and sealing, adhering postage/forms, transportation and final mailing via certified mail of delinquent tax summonses.

Specific printing requirements include the following:

- Paper size: 8.5”X11.0”
- Paper weight: Minimum 20lb
- Paper Color: White
- Paper Finish: Uncoated or matte
- Ink Requirements: Laser-printed using industry standard black ink
- Front and back printing on all summonses

Mailing Options: Specific mailing requirements may include either Mailing Option 1 or Mailing Option 2 set forth below, at County’s option. Regardless of which option is chosen, vendor’s responsibilities will include data file merge (as necessary), printing, processing, envelope

Bid # 0315-131: Delinquent Tax Summons Printing & Processing
Hamilton County, Tennessee

inserting and sealing, adhering postage, transportation and final mailing via certified mail of delinquent tax summonses.

The County's mailing options will include:

- **Mailing Option 1:** Certified mail, return receipt requested, using USPS Form 3811. If the County chooses this option, each recipient's mailing address must be either (i) affixed to the Form 3811 via pre-printed labels conforming to the County's designated format, or (ii) printed directly onto the Form 3811 in the County's designated format. Additionally, the Sender box on the Form 3811 must reflect the County's name and address, by either affixing a pre-printed label or directly printing the County's name and address on the Form 3811. Prior to mailing, each Form 3811 must be marked as "Certified Mail" and "Return Receipt for Merchandise" and affixed to the corresponding mailing envelope in accordance with USPS regulations.
- **Mailing Option 2:** Certified mail, return receipt requested, using USPS Bulk Proof of Delivery procedures. If the County chooses this option, vendor must (i) provide to the County all return receipts electronically in bulk in the form of USPS standard PDF signature letters, (ii) provide a Microsoft Excel spreadsheet indicating the certified mail number assigned to each mailed item, with corresponding columns setting forth the original delivery address to which the corresponding mail item was sent and any other pertinent information designated by the County, (iii) affix to each PDF signature letter (either by label or direct printing) the original delivery address to which the corresponding mail item was sent, together with any other pertinent information designated by the County, and (iv) provide to the County one hard copy of each PDF signature letter, with the affixed delivery address and any additional information designated by County, as set forth above.

Data Delivery: The County may, at its option, deliver data to vendor in Microsoft Excel spreadsheet format; as a delimited data file (delimiter TBD); or as pre-formatted PDF documents.

Document Formatting: Specific document formatting will be established by the County and will vary depending on each specific project. All document formatting is subject to the County's review and approval prior to final printing and/or mailing.

Processing Time: For all projects not exceeding 6,000 individual mail items, all printing, processing and mailing must be completed by vendor within five (5) business days after receipt of the data provided by the County; for additional individual mail items not exceeding 1,000, an additional business day will be added to the allotted processing time. However, the County reserves the right to specify that vendor may not send more than a designated number of mail items on each business day (e.g., the County may designate that vendor may send only 300 mail

Bid # 0315-131: Delinquent Tax Summons Printing & Processing
Hamilton County, Tennessee

items per business day); allotted processing times will be adjusted to accommodate this option, if exercised by the County.

Bidding: Bidders are requested to provide pricing for both Mailing Options 1 and 2. Additionally for each option, provide a breakdown of costs between the cost of the USPS certified mail itself and the cost for all other preparation, handling, and printing services. Also include a total costs for each mailing option.

C. Contract for Services

Contract Term: Three (3) years with the option to renew for three (3) annual one (1) year terms, subject to the right of either party to terminate the agreement upon not less than sixty (60) days prior written notice. This contract will be awarded to a single vendor. With the exception of USPS postage rates, prices for all other portions of the service must remain fixed for the term of the contract. Postal charges will be adjusted as required by the USPS.

II. GENERAL INSTRUCTIONS AND REQUIREMENTS

- A. RFP Number:** The County has assigned the following identification number to this document. This number should be referenced in all communications regarding the bid.

BID # 0315-13: Delinquent Tax Summons Printing & Processing

B. Points of Contact:

Questions concerning product specifications should be directed to:

James Davey
Hamilton County Trustee's Office
Phone: (423) 209-7288
Email: jdavey@hamiltontn.gov

Questions concerning purchasing procedures or bid submittal should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
Phone: (423) 209-6353
Email: lindac@hamiltontn.gov

III. BID SUBMISSION REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on March 27, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID # 0315-131: Delinquent Tax Summons Printing & Processing". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label. **No bids will be accepted once the opening time has arrived.**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0315-131: Delinquent Tax Summons Printing & Processing from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

IV. PRICING SHEET

In the space provided below please price each of the two options specified above. Please provide a breakdown of costs between the cost of the certified mail itself and the cost for all other preparation and printing. Also include a total costs for each mailing option.

With the exception of USPS Mailing Charges all pricing must remain constant throughout the term of the contract. With appropriate documentation submitted in advance, USPS mailing charges may be adjusted as postal rates are changed. Please be aware that volumes indicated in this bid are estimates only and they will vary with each tax year.

Unless otherwise stated in your bid response, bidders agreed to all specifications as outlined above in this document as well as those on the attached Bid Terms & Conditions.

Bid # 0315-131: Delinquent Tax Summons Printing & Processing
Hamilton County, Tennessee

MAILING OPTION 1 PRICING PER PIECE	UNIT PRICE / PIECE
Printing and Preparation per Piece	
USPS Certified Mailing Cost per Piece	
Total Cost per Piece: Option 1	

MAILING OPTION 2 PRICING PER PIECE	UNIT PRICE / PIECE
Printing and Preparation per Piece	
USPS Certified Mailing Cost per Piece	
Total Cost per Piece: Option 2	

Company Name: _____

By: _____

Phone: _____ Email : _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

State of Tennessee

IN THE CHANCERY COURT FOR HAMILTON COUNTY

CITY of CHATTANOOGA and f/u/b, et al VS. 2011 City Delinquent Taxpayers

consolidated with and under

HAMILTON COUNTY and f/u/b, et al VS. 2011 County Delinquent Taxpayers

2011 38 (City) – 2011 186 (County)
A C DEVELOPMENT INC
5621 BERDENE CIR
OOLTEWAH, TN 37363

SUMMONS

DOCKET NO: 11222 (City)
11223 (County)

CONSOLIDATED UNDER: 11223 (County)

ITEM NO: 2011 38 (City)
2011 186 (County)

MAP LOCATION: 131P A 014.01
PROPERTY ADDRESS: 7906 OLD LEE HWY
PROPERTY DESCRIPTION: *ANNEXED INTO CITY 2-5-04 FOR
LT 4 A C DEVEL PROP
PB49 PG160 REV 49-248

You are summoned to answer and make defense to the lawsuits stated above for the unpaid Hamilton County, et. al. year 2011 taxes and unpaid City of Chattanooga, et. al. year 2011 taxes in regard to the property identified above and to enforce liens on the property. These lawsuits are filed in the Chancery Court for Hamilton County, Tennessee. You may review the lawsuit Complaints at the Clerk & Master's office at Room 300, 625 Georgia Ave., Chattanooga, TN 37402. You must file your defense to these lawsuits with the Clerk & Master of Hamilton County on or before 30 days after service of this Summons. If you fail to do so, default judgment will be taken against you for the relief demanded. To release the tax lien and avoid sale of the property or other collection methods or obtain the amount owed or other information, you may (i) visit the Hamilton County Trustee's office at 625 Georgia Ave. Room 210, Chattanooga, TN 37402; (ii) telephone (423) 209-7270; or (iii) use the online service at <http://www.hamiltontn.gov/trustee/>. However, it is not possible to pay online for tax year 2011 or earlier tax years. Mail payment to Tax Department, 625 Georgia Avenue, Room 210, Chattanooga, TN 37402 and make payable to Clerk & Master. Payments may be made with Visa, MasterCard or American Express cards for an additional 3.20% fee. Hamilton County Delinquent Tax Attorney: James Davey, 625 Georgia Avenue, Suite 210, Chattanooga, TN 37402.

Issued: 12/16/2014 Robin L. Miller, Clerk and Master BY: **(423) 209-7270**



Chief Tax Deputy

State of Tennessee

IN THE CHANCERY COURT FOR HAMILTON COUNTY

HAMILTON COUNTY and f/u/b, et al VS. 2011 Delinquent Taxpayers

SUMMONS

2011 1801
ABC BANK, INC
C/O STONE & STONE
123 ANYWHERE STREET
CHATTANOOGA, TN 37402

DOCKET NO: 11223

ITEM NO: 2011 1234

PROPERTY MAP	PROPERTY ADDRESS	SUMMARY LEGAL DESCRIPTION
123A B 001	1234 JONES LANE	LT 55 BLK 9 ANY SUBDIVISION PB 9 PG 67

ASSESSED PROPERTY OWNER	CURRENT PROPERTY OWNER
JOHN RALPH DOE	JOHN RALPH DOE

Pursuant to T.C.A. § 67-5-2103(b), effective upon the filing of a complaint for the purpose of enforcement of a property tax lien, all persons with an interest in the subject property (including lienholders) are made parties to the proceedings by virtue of the seizure of the subject property. The lawsuit identified above has been filed with respect to the property identified above to (i) collect the unpaid Hamilton County, et. al. year 2011 taxes in regard to the property, and (ii) enforce the corresponding property tax lien against the property. A public records search obtained in accordance with T.C.A. § 67-5-2502(c)(2) disclosed the following lien against the property:

LIENHOLDER NAME: ABC BANK, INC
LIEN RECORDING INFORMATION: Hamilton County, Tennessee, Register of Deeds
Book 5555, Page 77

Accordingly, as a lienholder with respect to the property, (i) you are a party to the lawsuit identified above, (ii) your rights with respect to the property may be eliminated, reduced or otherwise affected by the lawsuit identified above, and (iii) you are hereby summoned to appear and defend in accordance with applicable law within thirty (30) days after service of this summons. If you fail to do so, your rights with respect to the property will be adjudicated in accordance with applicable law. You may review the lawsuit Complaint and file an answer at the following address: Hamilton County Clerk & Master, Room 300, 625 Georgia Ave., Chattanooga, TN 37402. Hamilton County Delinquent Tax Attorney: James Davey, 625 Georgia Avenue, Suite 210, Chattanooga, TN 37402.

Issued: 01/13/2015 Robin L. Miller, Clerk & Master BY: Camby L. Skers
(423) 209-7270

Chief Tax Deputy

Item Number: 12345

Lien ID: 5425

State of Tennessee

IN THE CHANCERY COURT FOR HAMILTON COUNTY

CITY of CHATTANOOGA and f/u/b, et al VS. 2011 City Delinquent Taxpayers

consolidated with and under

HAMILTON COUNTY and f/u/b, et al VS. 2011 County Delinquent Taxpayers

2011 28 (City) – 2011 124 (County)
XYZ BANK
1222 JONES HIGHWAY
OOLTEWAH, TN 37363

SUMMONS

DOCKET NO: 11222 (City)
11223 (County)

CONSOLIDATED UNDER: 11223 (County)

ITEM NO: 2011 25 (City)
2011 157 (County)

PROPERTY MAP	PROPERTY ADDRESS	SUMMARY LEGAL DESCRIPTION
104F F 001	401 ANYWHERE STREET	LT 1 MAP 4747 AMMENDED PB 4 PG 47

ASSESSED PROPERTY OWNER	CURRENT PROPERTY OWNER
DOE JOHN DOE JANE	HARRISON JOHN HARRISON MARGARET

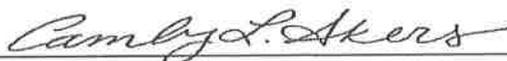
Pursuant to T.C.A. § 67-5-2103(b), effective upon the filing of a complaint for the purpose of enforcement of a property tax lien, all persons with an interest in the subject property (including lienholders) are made parties to the proceedings by virtue of the seizure of the subject property. The lawsuits identified above have been filed with respect to the property identified above to (i) collect the unpaid Hamilton County, et. al. year 2011 taxes and unpaid City of Chattanooga, et. al. year 2011 taxes in regard to the property, and (ii) enforce the corresponding property tax liens against the property. A public records search obtained in accordance with T.C.A. § 67-5-2502(c)(2) disclosed the following lien against the property:

LIENHOLDER NAME: REGIONS BANK
LIEN RECORDING INFORMATION: Hamilton County, Tennessee, Register of Deeds
Book 5444, Page 123

Accordingly, as a lienholder with respect to the property, (i) you are a party to the lawsuits identified above, (ii) your rights with respect to the property may be eliminated, reduced or otherwise affected by the lawsuits identified above, and (iii) you are hereby summoned to appear and defend in accordance with applicable law within thirty (30) days after service of this summons. If you fail to do so, your rights with respect to the property will be adjudicated in accordance with applicable law. You may review the lawsuit Complaints and file an answer at the following address: Hamilton County Clerk & Master, Room 300, 625 Georgia Ave., Chattanooga, TN 37402. Hamilton County Delinquent Tax Attorney: James Davey, 625 Georgia Avenue, Suite 210, Chattanooga, TN 37402.

Issued: 01/14/2015 Robin L. Miller, Clerk & Master
(423) 209-7270

BY:


Chief Tax Deputy

State of Tennessee

IN THE CHANCERY COURT FOR HAMILTON COUNTY

HAMILTON COUNTY and f/u/b, et al VS. 2011 Delinquent Taxpayers

SUMMONS

2011 11222
DOE JANE
DOE MARTIN
1111 RIGH THERE STREET
CHATTANOOGA, TN 37405

DOCKET NO: 11223

ITEM NO: 2011 11222

MAP LOCATION: 105P Q 001
PROPERTY ADDRESS: 1111 RIGH THERE STREET
PROPERTY DESCRIPTION: LT 1 BLK 2 DOE ADDN NO 2
PB P1 PG123

You are summoned to answer and make defense to the lawsuit stated above for the unpaid Hamilton County, et al year 2011 taxes in regard to the property identified above and to enforce a lien on the property. This lawsuit is filed in the Chancery Court for Hamilton County, Tennessee. You may review the lawsuit Complaint at the Clerk & Master's office at Room 300, 625 Georgia Ave., Chattanooga, TN 37402. You must file your defense to this lawsuit with the Clerk & Master of Hamilton County on or before 30 days after service of this Summons. If you fail to do so, default judgment will be taken against you for the relief demanded. To release the tax lien and avoid sale of the property or other collection methods or obtain the amount owed or other information, you may (i) visit the Hamilton County Trustee's office at 625 Georgia Ave. Room 210, Chattanooga, TN 37402; (ii) telephone (423) 209-7270; or (iii) use the online service at <http://www.hamiltontn.gov/trustee/>. However, it is not possible to pay online for tax year 2011 or earlier tax years. Mail payment to Tax Department, 625 Georgia Avenue, Room 210, Chattanooga, TN 37402 and make payable to Clerk & Master. Payments may be made with Visa, MasterCard or American Express cards for an additional 3.20% fee. Hamilton County Delinquent Tax Attorney: James Davey, 625 Georgia Avenue, Suite 210, Chattanooga, TN 37402.

Issued: 12/16/2014 Robin L. Miller, Clerk and Master BY:
(423) 209-7270


Chief Tax Deputy

CLERK & MASTER
CHANCERY COURT OF TENNESSEE
ELEVENTH JUDICIAL DISTRICT OF TENNESSEE
CHATTANOOGA, TENNESSEE

ADA: PUBLIC NOTICE

This notice is provided as required by Title II of the AMERICAN WITH DISABILITIES ACT OF 1990.

The AMERICANS WITH DISABILITIES ACT prohibits discrimination against any qualified individual with a disability. The Tennessee Judicial Branch does not permit discrimination against any individual on the basis of physical or mental disability in accessing its judicial programs. In accordance with the Americans with Disabilities Act, if necessary, the Tennessee Judicial Branch will provide reasonable modifications in order to access all of its programs, services and activities to persons with qualified individuals with disabilities.

If you need assistance, have questions or need additional information, you may also contact the Tennessee Judicial Program AMERICANS WITH DISABILITIES ACT Coordinator:

Aaron Conklin
511 Union Street, Ste. 600
Nashville, TN 37219
(615) 741-2687 OR (800) 448-7970
adacoordinator@tscmail.state.tn.us

The Tennessee Judicial Branch Americans with Disabilities Act Policy Regarding Access to Judicial Programs, as well as a Request for Modification form may be found online at www.tsc.state.tn.us

(This sample page is the back page of each form)



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendors:

Diversified Companies, LLC
3721 Powers Court
Chattanooga, TN 37416
Attn: Kim Pendergrass
P) 423-449-0510
Email: kpendergrass@divcompanies.com

Xcel Graphics
Attn: Jerry Thurston
C) 423-802-3210
Email: jthurston@excelgraphic.com

Starkey Printing Company
2710 E. 30th Street
Chattanooga, TN 37407
Attn: John Shadden
P) 423-629-4366
Email: john.shadden@starkeyprint.com

Splendid Printing
1506 Wilder Street
Chattanooga, TN 37406
Attn: Rick Brown
P) 423-698-5974
Email: rickprinting@comcast.net

The Print Shop
110 Herron Street
Fort Oglethorpe, GA 30742
Attn: Teresa
P) 706-861-5088
Email: Teresa@the-print-shop.net

Chattanooga Printing & Engraving
110 Somerville Ave.
Chattanooga, TN 37405
Attn: John Coolidge
Email: john@chattprint.com

DX Printing
2841 Hickory Valley Rd.
Chattanooga, TN 37421
Attn: Todd Oates
P) 423-242-7500
Email: toddo@dxprinting.com

Redline Printing & Sign Co.
1609 B Hamill Road
Chattanooga, TN 37409
Attn: Jeffery Compton
P) 423-488-2119
Email: jeff@redlineprinting.com

Omega Printing
1507A Waterhouse Street
Chattanooga, TN 37412
P) 423-355-4167
Email: omegaprint73@bellsouth.net

NovaCopy, Inc.
1936 Central Ave.
Chattanooga, TN 37408
Attn: David Hall
P) 423-305-7799
Email: dhall@novacopy.com

Jones Printing Company
1907 Crutchfield Street
Chattanooga, TN 37406
Attn: Chris Wood /Ken Bendrick
P) 423-624-3355
Chris.wood@jonesprinting.com
Ken.bendrick@jonesprinting.com

Aladdin Printing & Copying
815 Chestnut Street
Chattanooga, TN 37402
Attn: Adam Sanders
P) 423-756-8437
Email: Adam@Aladdinprinting.net

Printree
1108 Dayton Blvd
Chattanooga, TN 37405
Attn: Shelia Dale
P) 423-265-2022
Email: CS@printreedigital.com

Please run the attached ad on March 17, 2015, in the legal notices.

LEGAL NOTICE

Bids for contract pricing for printing and processing Delinquent Tax Bills will be opened at 10:30 AM (ET) on March 27, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Delinquent Tax Summons Printing & Processing

Trustee's Office

3/27/2015

10:30 A.M.

Vendor:	Diversified Companies LLC (HC)
Option 1	
Printing and Preparation per Piece	\$1.75/ea
USPS Certified Mailing Cost per Piece	\$5.15/ea
Total Cost per Piece: Option 1	\$6.90/ea
Option 2	
Printing and Preparation per Piece	\$1.10/ea
USPS Certified Mailing Cost per Piece	\$5.15/ea
Total Cost per Piece: Option 2	\$6.40/ea

Request For Bids:	
Newspaper Ad:	3-17-15
Vendor Notification:	13
Vendor Response:	1
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 415-19

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO APPROPRIATE \$250,000 FROM BOND PROCEEDS TO REIMBURSE THE STADIUM CORPORATION FOR REPLACEMENT OF THE STADIUM FIELD SURFACE.

- WHEREAS, the playing surface at Finley Stadium is in critical need of replacement, and
- WHEREAS, the Stadium Corporation desires to replace the playing surface with a state of the art turf system, and
- WHEREAS, the total estimated cost of replacing the field surface is approximately \$600,000, and
- WHEREAS, the Stadium Corporation has requested \$250,000 each from the City of Chattanooga and Hamilton County, and
- WHEREAS, the Stadium Corporation has secured other funding for the remaining cost associated with replacing the field surface and other much needed capital improvements.

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

That the County Mayor is authorized to appropriate \$250,000 from bond proceeds to reimburse the Stadium Corporation for replacement of the stadium field surface.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415-21

A RESOLUTION AUTHORIZING THE PAYMENT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) IN SETTLEMENT OF AN ALLEGED WRONGFUL DEATH CLAIM AGAINST HAMILTON COUNTY AS BROUGHT BY THE PARENTS AND NEXT FRIENDS OF AUSTIN DAKOTA WALLACE.

WHEREAS, litigation has been instituted against Hamilton County, Tennessee, by David T. Wallace and Heather L. Stein, individually, and as parents and next friends of Austin Dakota Wallace, a minor, for the alleged wrongful death of said minor while he was in custody in the Hamilton County Juvenile Detention Center; and

WHEREAS, through mediation entered into between the attorneys for the parties, said plaintiffs have agreed to accept a settlement in the amount of Two Hundred Thousand Dollars (\$200,000.00) in complete satisfaction of any and all claims that they have, or might have, against Hamilton County, Tennessee; and

WHEREAS, this county legislative body feels that the payment of said amount would be in the best interest of the citizens of Hamilton County, and would bring about a fair disposition of this matter.

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

That the payment of Two Hundred Thousand Dollars (\$200,000.00) is hereby authorized to be paid to David T. Wallace and Heather L. Stein, individually and as parents and next friends of Austin Dakota Wallace, a minor, for the full and complete settlement of any and all claims against Hamilton County,

Tennessee for and related to the alleged wrongful death of Austin Dakota Wallace while in custody in the Hamilton County Juvenile Detention Center.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 415-22

A RESOLUTION TO AUTHORIZE PAYMENT OF \$31,111.49 TO FARMERS INSURANCE COMPANY FOR PROPERTY DAMAGE INCURRED BY THEIR INSURED AS A RESULT OF AN AUTOMOBILE ACCIDENT WITH A HAMILTON COUNTY HIGHWAY DEPARTMENT VEHICLE.

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

WHEREAS, the Hamilton County Highway Department operated a vehicle on Highway 153 on December 4, 2014 which collided with claimant's vehicle that was also travelling on Highway 153; and,

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

WHEREAS, the County has reached an agreement for settlement of property damage related to this claim with claimant's insurance carrier, totaling \$31,111.49 ; and,

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

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

The County Board of Commissioners hereby authorizes the payment of \$31,111.49 to Farmers Insurance Company for full and final settlement of this property damage claim arising from accident on Highway 153 in Hixson, Tennessee on December 4, 2014.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415-23

A RESOLUTION ACCEPTING THE HIGHEST AND BEST BID FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY HAMILTON COUNTY THROUGH PREVIOUS DELINQUENT TAX SALES AND AUTHORIZING THE COUNTY MAYOR AND COUNTY TRUSTEE TO ENTER INTO AND EXECUTE DEEDS CONVEYING SAID PARCELS TO INDIVIDUALS LISTED HEREIN BELOW.

WHEREAS, on January 21, 2015, the Hamilton County Board of Commissioners approved Resolution No. 115-35 establishing the minimum bid amount for certain parcels of property acquired by Hamilton County through previous delinquent tax sales and authorizing the sale of said parcels at that minimum bid amount; and,

WHEREAS, said bids are equal to or above the established bid amount; and,

WHEREAS, the Hamilton County Board of Commissioners' Delinquent Tax Property Special Committee has reviewed the bids received for each parcel of such property and it is the recommendation of said Special Committee that said parcels be sold for the highest and best bid to those individuals making said bids; and,

WHEREAS, those individuals making the highest bids have paid to Hamilton County the full amount of said bid and the list showing each parcel and name of each purchaser is attached and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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

That the highest bid for certain parcels of property acquired by Hamilton County through previous delinquent tax sales be accepted and that the County Mayor and County Trustee are hereby authorized to enter into and execute

deeds conveying said parcels at the sold price shown to those individuals listed, or their assigns, same 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

April 15, 2015

Date

HAMILTON COUNTY SOLD PROPERTY FOR MARCH 24, 2015

S=House/Building/Partial
Structure
V=Vacant Lot

Type	State Tax Map No.	Approximate Address	Purchaser's Name	Minimum Bid	Sold Price
V	021-010.05	14620 Standing Oak Lane (Stormer Road)	Danon L. Beadle	\$500	\$875
S	028-031.05	4858 Parker Loop Road	Timothy W. and Melissa C. Meyer	\$15,000	\$19,000
V	075I-B-024	back of 1803 Lake Wood Avenue	Countrv S. Houck	\$250	\$273
V	082N-E-016	436 Blarney Lane	Greg A. & Wendy Leigh Clark	\$375	\$1,600
V	099D-B-001.17	500 Blk. Ethvevlin Lane	Maximo A. Alvavero	\$225	\$1,900
V	109F-E-043	4507 Delashmitt Road	Alejandro & Ana Patricia Gembe	\$375	\$2,500
V	109M-C-029	4100 Blk. Watson Road	Carlton J. Ditto	\$600	\$1,700
V	120F-B-020	5200 Blk. Rotary Drive	John M. McDonald	\$500	\$1,200
V	120K-A-009	back of 5100 Blk. Hwy. 58	L. J. Garner	\$250	\$1,200
V	126M-H-004	917 Dallas Road	Billy R. Ramsey	\$450	\$13,500
S	128I-F-011	3508 Taylor Street	Kendrick J. Harris	\$5,000	\$16,000
V	128J-E-007	2721 Fairview Drive	Leo & Glinda Mosley	\$600	\$1,600
V	128O-B-051	3800 Blk. Countryside Road	Jobin and Stacey S. Johnson	\$250	\$1,600
V	128O-C-020 & 021	3600 Blk. Sapulpa Street	William John Ledford	\$200	\$2,200
S	128P-B-013	3207 Dodson Avenue	Melvin M. and Renee Brown Denton	\$2,500	\$9,000
S	128P-D-014	2209 Cushman Street	Bayside Baptist Church of Harrison.	\$2,000	\$3,700
S	128P-K-009	2513 Wilder Street	Dahlke Investment Group, LLC.	\$3,000	\$14,000
V	136D-A-001.03	2709 N. Orchard Knob Avenue	Emmanuel D. Talley	\$250	\$750
V	136D-F-023	2712 Roanoke Avenue	Frances S. Hudgins	\$275	\$300
S	136E-B-016	2012 Bragg Street	Nathan D. and Terri D. Roshell	\$1,500	\$11,000
S	136E-F-027	2212 Davenport Street	Tyrone Brumfield	\$2,000	\$10,100
V	136M-H-003	1515 Arlington Avenue	Tower Construction Company	\$250	\$280
V	136M-H-008	Monroe Street	Roger Mattea	\$200	\$300
S	136N-M-019	2013 Windsor Street	Jason Lamar Howard	\$1,500	\$29,500
S	137E-A-003	3951 Cromwell Road	Thomas John Willumson	\$50,000	\$75,000

HAMILTON COUNTY SOLD PROPERTY FOR MARCH 24, 2015

S=House/Building/Partial

Structure

V=Vacant Lot

Type	State Tax Map No.	Approximate Address	Purchaser's Name	Minimum Bid	Sold Price
V	137I-D-046	1817 Greenwood Road	Roger W. Mattea	\$450	\$800
V	137I-E-002	3215 Geneal Lane	Tennessee State Bank	\$500	\$2,500
V	137I-E-015 & 016	back of 1926 Greenwood Road (landlocked)	Fabia Dewayne Timmons	\$250	\$900
V	137I-E-028	1900 Blk. Greenwood Road	Nancy Favors Fitzpatrick	\$500	\$1,100
S	137J-C-010	2252 Doolittle Street	Maximo A. Alvavero	\$500	\$7,500
S	146B-D-006	1136 Garfield Street	Merdan E. Ibrahim	\$3,000	\$18,000
S	146B-D-006.01	1138 Garfield Street	Merdan E. Ibrahim	\$3,000	\$29,000
S	146B-D-006.02	1140 Garfield Street	Merdan E. Ibrahim	\$3,000	\$40,500
S	146C-E-008	2004 Rawlings Street	Pamela Christine Davis	\$1,000	\$4,100
S	146C-F-001	914 N. Orchard Knob Avenue	Merdan E. Ibrahim	\$4,500	\$5,600
S	146C-F-008	2012 Milne Street	Karlos Dwavne Butler	\$1,000	\$7,300
S	146C-F-009	2014 Milne Street	Todd L. Cameron	\$1,000	\$3,400
S	146C-G-007	2010 Windsor Street	Javier Torres	\$3,500	\$10,200
S	146C-G-008	2014 Windsor Street	Merdan E. Ibrahim	\$2,500	\$8,800
V	146C-H-006, 007 & 008	1000 Blk. Dodson Avenue	Tower Construction Company	\$200	\$600
V	146C-I-020	2100 Rawlings Street	Venitia E. Johnson	\$350	\$800
V	146C-N-007	1700 Blk. Walker Avenue	Infinite Industries, Inc.	\$300	\$500
S	146D-B-008	1116 Arlington Avenue	Thomas John Willumson	\$1,000	\$6,500
S	146D-B-022	1221 Wheeler Avenue	Jason Lamar Howard	\$2,000	\$12,300
V	146D-F-002	879 Wheeler Avenue	Troy R. Rogers	\$350	\$800
S	146D-H-001	918 Wheeler Avenue	Javier Torres	\$2,500	\$10,200
S	146D-K-018	1128 N. Chamberlain Avenue	Ronald Rav Neal	\$1,500	\$4,400
S	146F-E-003 & 004	1908 & 1910 Blackford Street	Jeffery T. Johnson, Sr.	\$6,000	\$28,000
V	146F-E-005	1928 Blackford Street	Jeffery T. Johnson, Sr.	\$600	\$2,000
S	146F-E-011	457 Roanoke Avenue	Melissa E. Swafford	\$2,500	\$11,000

HAMILTON COUNTY SOLD PROPERTY FOR MARCH 24, 2015

S=House/Building/Partial

Structure

V=Vacant Lot

Type	State Tax Map No.	Approximate Address	Purchaser's Name	Minimum Bid	Sold Price
V	146F-G-035	2012 Cleveland Avenue	Joseph O. Lewis	\$300	\$400
S	146F-H-009	2103 Raulston Street	Ronald Ray Neal	\$2,000	\$2,200
V	146F-I-019	2123 Raulston Street	Javier Torres	\$600	\$1,700
V	146K-T-028	408 S. Kellev Street	Tower Construction Company	\$350	\$1,600
V	146N-W-028	911 S. Kellev Street	Tower Construction Company	\$400	\$600
V	146N-X-022	2109 E. 12th Street	Rudolph B. Foster	\$350	\$3,700
V	146O-A-019 & 020	1004 & 1002 S. Greenwood Avenue	OTC Ventures	\$700	\$15,000
V	146O-I-006	1003 S. Hickory Street	Tower Construction Company	\$250	\$3,300
S	146P-B-021	1107 E. 14th Street	Paul A. and June S. Buerkle	\$2,200	\$34,100
S	147A-K-013	3217 Through Street	Melissa E. Swafford	\$3,500	\$15,000
S	147C-D-003	3925 Wilcox Blvd.	Thomas John Willumson	\$25,000	\$105,000
V	147F-C-001.02	1000 Blk. Talley Road	Charles W. Adams	\$275	\$1,600
V	147G-C-001	1012 Tunnel Blvd.	Otis Lee Moorner	\$350	\$500
V	147G-K-009 & 010	1000 Blk. Shallowford Road	Marcus Lebron Leftwich	\$200	\$2,000
S	147H-K-049	508 Ledford Street	Diallo Maurice Novene	\$1,500	\$3,500
V	147P-B-017	3300 Blk. Pinewood Avenue	Marcus Lebron Leftwich	\$250	\$700
V	155C-G-010	2627 Carr Street	Rudolph B. Foster, Jr.	\$350	\$4,600
V	155M-A-010	3629 Dorris Street	Pamela Christine Davis	\$400	\$700
V	155M-E-021 & 022	1101 E. 33rd Street	Randall B. Hollingsworth	\$650	\$755
S	156B-H-004	2022 E. Main Street	Jeffery Trent Myers	\$10,000	\$54,000
V	156B-N-011	1811 S. Hawthorne Street	OTC Ventures, Inc.	\$250	\$2,500
V	156B-N-015	1800 Blk. S. Hawthorne Street	Tower Construction Company	\$250	\$2,700
V	156B-R-040	1900 Blk. Lynnbrook Avenue	David Lamar Flerl	\$250	\$600
S	156B-S-007	1811 S. Beech Street	DeVonda Bledsoe McKenzie	\$3,500	\$16,500
S	156B-T-011	1815 S. Willow Street	Cole Construction, LLC	\$2,000	\$7,000

HAMILTON COUNTY SOLD PROPERTY FOR MARCH 24, 2015

S=House/Building/Partial

Structure

V=Vacant Lot

Type	State Tax Map No.	Approximate Address	Purchaser's Name	Minimum Bid	Sold Price
V	156B-U-025	1703 S. Lverlv Street	OTC Ventures, Inc.	\$350	\$800
V	156F-G-025	2615 E. 19th Street	Terrence D. Stallion	\$450	\$475
S	156G-F-009	2226 E. 19th Street	REO Holdings, LLC	\$1,500	\$6,700
S	156H-C-015	2709 Cannon Avenue	Thomas N. Tomisek	\$2,000	\$6,700
V	156I-B-036	2804 Cannon Avenue	Infinite Industries, Inc.	\$250	\$800
V	156I-K-024	2801 S. Hawthorne Street	John C. and Catherine R. Parham	\$275	\$500
S	156J-B-001	1901 E. 25th Street Place	Xiu Mei Chen	\$4,500	\$11,900
S	156J-C-015	2010 E. 26th Street	David R. Leach	\$2,000	\$4,100
S	156J-F-018	2825 3rd Avenue	Mikhail Livarchuk	\$5,000	\$7,800
S	156O-M-012	3011 12th Avenue	Randall B. Hollingsworth	\$2,000	\$2,450
V	156O-N-018	3018 12th Avenue	Tommv R. Shinley	\$650	\$880
V	167B-B-020	4300 Blk. Michigan Avenue	Danna Kay Hoshino	\$250	\$16,100
V	167C-E-015--018	Cain Avenue	Lotus Generations	\$300	\$1,900
V	167C-I-003	208 W. 45th Street	Joseph B. and Sarah E. Brogdon	\$325	\$1,100
V	167C-I-009	4508 Kirkland Avenue	Kenneth Lerov Patton	\$200	\$1,400
V	167C-L-011	4001 Highland Avenue	Otis Lee Rumph, Sr.	\$450	\$900
V	167C-O-003	3996 Hughes Avenue	Westside Baptist Church	\$450	\$1,000
V	167D-B-002	4220 Fagan Street	Brenda Fave Rumph	\$275	\$800
V	167F-B-007	4621 Kirkland Avenue	Kenneth Lerov Patton	\$200	\$800
V	167F-D-001	4340 Dorris Street	Brenda Fave Rumph	\$250	\$350
V	167F-D-014	4368 Dorris Street	William Nelson	\$250	\$400
S	167K-D-003 & 003.01	106 Ascension Street	Centrv South Inc.	\$1,400	\$5,000
V	167O-E-017	Tennessee Avenue	Mark R. and Deborah S. Przybysz	\$200	\$583
V	167O-P-019	5305 Slavton Avenue	Terrence D. Stallion	\$250	\$1,100
V	167O-P-022	5300 Blk. Slavton Avenue	Tower Construction Company	\$250	\$280

HAMILTON COUNTY SOLD PROPERTY FOR MARCH 24, 2015

S=House/Building/Partial

Structure

V=Vacant Lot

Type	State Tax Map No.	Approximate Address	Purchaser's Name	Minimum Bid	Sold Price
V	168A-G-017	3407 4th Avenue	Dennis Wallace	\$300	\$1,000
S	168A-I-026	3611 4th Avenue	Francesco Pizzuto	\$3,500	\$17,000
V	168B-T-029	3103 14th Avenue	Randall B. Hollingsworth	\$225	\$700
V	168C-B-013	3000 Blk. Westside Drive	Jeffery T. Johnson, Sr.	\$300	\$5,100
S	168G-L-008	3609 15th Avenue	Thomas John Willumson	\$3,500	\$8,500
S	168G-L-012	3109 E. 37th Street	Jeffery Trent Mvers	\$1,500	\$18,000
S	168I-E-011 & 012	1506 E. 46th Street Place	Rodney and Crystal Elliott	\$3,500	\$6,000
S	168I-K-028	4315 9th Avenue	Michael Ladale Tisdale	\$2,000	\$2,800
V	168I-K-029	2605 E. 44th Street	David Lamar Flerl	\$200	\$600
S	168J-E-006	4108 15th Avenue	Heather M. Jones	\$3,000	\$10,400
V	168J-H-009	4317 14th Avenue	Micheal Ray Lane	\$200	\$600
V	168J-P-003	4506 13th Avenue	Tabitha C. Fritts	\$250	\$800
S	168O-D-008	5001 14th Avenue	Two Eagle Properties, LLC	\$3,500	\$15,300
V	168O-H-013	4815 16th Avenue	Randall B. Hollingsworth	\$350	\$420
V	168P-E-014 & 015	1611 & 1609 E. 48th Street	Gregory Rex Johnson	\$325	\$700
V	170I-A-006	1400 Blk. St. Thomas Street	Larry James Garner	\$300	\$5,500
V	172B-F-036	Ooltewah Ringgold Road	Ozzie Ford III	\$500	\$3,500

\$887,871.00

Total Number of Properties Sold = 117



Hamilton County Board of Commissioners RESOLUTION

No. 415-24

A RESOLUTION ACCEPTING THE BID OF ELECTRONIC CONTROLS, INC. FOR HVAC CONTROLS MODIFICATIONS FOR THE HAMILTON COUNTY CORRECTIONS BUILDING AMOUNTING TO \$20,400.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for the HVAC controls modifications at the Hamilton County Corrections Building; and,

WHEREAS, the bid from Electronic Controls, Inc. amounting to \$20,400.00 was only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Electronic Controls, Inc. for HVAC controls modifications at the Hamilton County Corrections Building amounting to \$20,400.00 is hereby accepted and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



CAMPBELL &
ASSOCIATES, INC.
CONSULTING ENGINEERS

March 26, 2015

Ms. Gail Roppo, Director
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, Tennessee 37404

**Subject: Hamilton County Corrections Building –
HVAC Controls Modifications
Hamilton County Project No: 14-914**

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department at 2:00 p.m. on Tuesday, March 19, 201. Itemized prices are listed in the attached Bid Tabulation and Summary of the Proposals are listed below.

Electronic Controls, Inc	\$20,400.00
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The bid of Electronic Controls, Inc is considered to be competitive and in line with present construction pricing levels. It has been verified that Electronic Controls, Inc is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Electronic Controls, Inc.

Sincerely,

Wally Coffman, P.E
Campbell and Associates

Attachment

cc: Autumn Friday, PE, Engineering Projects Manager
File: 14-914

LEGAL AD

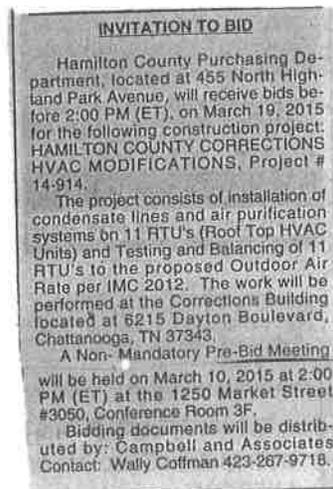
Please run the attached ad on March 3, 2015

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before 2:00 PM (ET), on March 19, 2015 for the following construction project: HAMILTON COUNTY CORRECTIONS HVAC MODIFICATIONS, Project # 14-914.

The project consists of installation of condensate lines and air purification systems on 11 RTU's (Roof Top HVAC Units) and Testing and Balancing of 11 RTU's to the proposed Outdoor Air Rate per IMC 2012. The work will be performed at the Corrections Building located at 6215 Dayton Boulevard, Chattanooga, TN 37343.

A Non- Mandatory Pre-Bid Meeting will be held on March 10, 2015 at 2:00 PM (ET) at the 1250 Market Street #3050, Conference Room 3F.

Bidding documents will be distributed by: Campbell and Associates Contact: Wally Coffman 423-267-9718.





Hamilton County Board of Commissioners

RESOLUTION

No. 415-25

A RESOLUTION APPROVING A SOFTWARE SUPPORT AND MAINTENANCE CONTRACT FROM ESRI, INC. FOR ONE (1) YEAR, BEGINNING JUNE 9, 2015, THROUGH JUNE 8, 2016, FOR THE GEOGRAPHIC INFORMATION SYSTEMS DEPARTMENT AMOUNTING TO \$74,344.45 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for a one (1) year support and maintenance contract for software used by the Geographic Information Systems Department and other County offices; and,

WHEREAS, ESRI, Inc. is considered a sole source for this service; and,

WHEREAS, the quotation from ESRI, Inc. amounting to \$74,344.45 was considered reasonable; and,

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

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

That the quotation from ESRI, Inc. for a one (1) year software support and maintenance contract, beginning June 9, 2015, through June 8, 2016, amounting to \$74,344.45 for the Geographic Information Systems Department is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



SOLE SOURCE LETTER
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: March 23, 2015

TO: Pam Arnold, County of Hamilton

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, *excluding those listed above*, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.


Jackie Ricks



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 03/24/2015
To: Kristen Johnsey
Organization: County of Hamilton
GIS Dept
Fax #: 423-209-7761 **Phone #:** 423-209-7760
From: Aracely Rios
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 6159
Email: arios@esri.com

Number of pages transmitted
(including this cover sheet): 6

Quotation #25676651
Document Date: 03/09/2015

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536159
Fax #: 909-307-3083

Quotation

Date: 03/09/2015

Quotation Number: 25676651

Contract Number: 2013MPA1439

County of Hamilton
GIS Dept
1250 Market St Ste 1010
Chattanooga TN 37402
Attn: Kristen Johnsey

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Aracely Rios

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 132547

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	2	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	3,000.00	6,000.00
1010	11	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	1,200.00	13,200.00
2010	1	86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	1,500.00	1,500.00
3010	2	86500 ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	1,200.00	2,400.00
4010	1	87194	700.00	700.00

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Aracely Rios

Ext: 6159

[RIOSA]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536159
Fax #: 909-307-3083

Quotation

Page 2

Date: 03/09/2015

Quotation Number: 25676651

Contract Number: 2013MPA1439

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016		
5010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	500.00	500.00
6010	2	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	200.00	400.00
7010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	500.00	500.00
8010	2	87199 ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	200.00	400.00
9010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	500.00	500.00
10010	4	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	400.00	1,600.00
12010	30	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	300.00	9,000.00
13010	3	97444 ArcGIS Engine without Extension Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	100.00	300.00
14010	1	98134	500.00	500.00



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/6159
Fax #: 909-307-3083

Quotation

Page 3

Date: 03/09/2015

Quotation Number: 25676651

Contract Number: 2013MPA1439

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 06/09/2015 End Date: 06/08/2016		
17010	3	108562 Esri Developer Network (EDN) Standard Term License	1,451.00	4,353.00
18010	1	109215 ArcGIS for Server Enterprise Advanced Up to Four Cores Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	10,000.00	10,000.00
19010	1	109215 ArcGIS for Server Enterprise Advanced Up to Four Cores Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	10,000.00	10,000.00
20010	1	114511 ArcPad Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	250.00	250.00
21010	1	112391 ArcGIS Image Extension for Server Enterprise Advanced Up to Four Cores Maintenance Start Date: 06/09/2015 End Date: 06/08/2016	2,500.00	2,500.00
22010	1	130574 ArcGIS Online Level 2 Plan; Includes Up to 50 Named Users and 10,000 Service Credits	9,741.45	9,741.45
			Subtotal	74,344.45
			Estimated Tax	0.00
			Total	\$ 74,344.45

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536159
Fax #: 909-307-3083

Quotation

Page 5

Date: 03/09/2015

Quotation No: 25676651

Customer No: 132547

Contract No: 2013MPA1439

Item Qty Material#

Unit Price

Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$ 74,344.45 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Kristen Johnson
Signature of Authorized Representative

Kristen Johnson
Name (Please Print)

3-26-15
Date

BIS Manager
Title

March 25, 2015

ESRI
380 New York Street
Redlands, CA 92373

RE: Hamilton County Software Maintenance

There are eight organizations grouped to form ESRI customer number 132547 on your Quotation Number 25676651.

Hamilton County GIS Department (Lead Agency for Technical Support)-

Quantity	Product ID	Description	Price	Total
1	52384	ArcInfo Maintenance, Primary	\$3,000.00	\$3,000.00
8	52385	Arc Info Maintenance, Secondary	1,200.00	9,600.00
1	87192	ArcView Maintenance, Primary	400.00	400.00
12	87193	ArcView Maintenance, Secondary	300.00	3,600.00
1	87198	ArcGIS 3D Analyst Concurrent P	500.00	500.00
1	87199	ArcGIS 3D Analyst Concurrent S	200.00	200.00
1	87232	ArcGIS Spatial Analyst Concurrent P	500.00	500.00
1	87233	ArcGIS Spatial Analyst Concurrent S	200.00	200.00
1	98134	ArcGIS Data Interoperability Primary	500.00	500.00
1	98696	ArcGIS Publisher Concurrent Primary	500.00	500.00
3	108562	ESRI Developer Network (EDN) Term	1,451.00	4,353.00
1	109215	ArcGIS Server Advanced Enterprise	10,000.00	10,000.00
1	112391	ArcGIS Server Image Extension	2,500.00	2,500.00
1	114511	ArcPad Maintenance	250.00	250.00
1	130574	ArcGIS Online Level 2 Plan	9,741.45	9,741.45
Total				\$45,844.45

Hamilton County Assessor of Property –

Quantity	Product ID	Description	Price	Total
3	52385	ArcInfo Maintenance, Secondary	1,200.00	3,600.00
Total				\$ 3,600.00

Hamilton County WWTa –

Quantity	Product ID	Description	Price	Total
1	52384	ArcInfo Concurrent Use Primary	3,000.00	3,000.00
1	86500	ArcEditor Concurrent Use Secondary	1,200.00	1,200.00
1	87192	ArcView Single Use, Primary	400.00	400.00
10	87193	ArcView Single Use, Secondary	300.00	3,000.00
1	87194	ArcView Concurrent Use, Primary	700.00	700.00
3	97444	ArcGIS Engine Runtime w/o ext. maint.	100.00	300.00
Total				\$8,600.00

Hamilton County Engineering –

Quantity	Product ID	Description	Price	Total
1	86497	ArcEditor Concurrent Use, Primary	1,500.00	1,500.00
2	87193	ArcView Maintenance, Secondary	300.00	600.00
Total				\$2,100.00

Hamilton County Stormwater –

Quantity	Product ID	Description	Price	Total
1	86500	ArcEditor Concurrent Use Primary	1,200.00	1,200.00
1	87233	ArcGIS Spatial Analyst Concurrent Sec.	200.00	200.00
1	87199	ArcGIS 3D Analyst Concurrent Sec.	200.00	200.00
5	87193	ArcView Single Use Secondary	300.00	1,500.00
Total				\$3,100.00

Hamilton County EMS –

Quantity	Product ID	Description	Price	Total
1	87192	ArcView Single Use, Primary	400.00	400.00
Total				\$400.00

Hamilton County Health Dept. –

Quantity	Product ID	Description	Price	Total
1	87192	ArcView Single Use, Primary	400.00	400.00
1	87193	ArcView Single Use, Secondary	300.00	300.00
Total				\$700.00

City of Chattanooga –

Quantity	Product ID	Description	Price	Total
1	109215	ArcGIS Server Advanced Enterprise	10,000.00	10,000.00
Total				\$10,000.00

The grand total of these maintenance fees from all parties is \$74,344.45. Thanks for your assistance and patience.

Sincerely,

Kristen Johnsey
Manager
Hamilton County GIS Department



Hamilton County Board of Commissioners

RESOLUTION

No. 415-26

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF FEBRUARY 1, 2015, THROUGH FEBRUARY 28, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the following purchases were made between February 1, 2015, through February 28, 2015.

February 2, 2015, \$13,672.00 for 8,000 gallons of diesel fuel at 1.7090 per gallon from Jat Oil and Supply, Inc.

February 3, 2015, \$2,684.19 for 1,447 gallons of regular unleaded gasoline at 1.8550 per gallon from Jat Oil and Supply, Inc.

February 3, 2015, \$12,810.19 for 8,609 gallons of E10 gasoline at 1.4880 per gallon from Collins Oil Company, Inc.

February 4, 2015, \$5,515.08 for 3,017 gallons of regular unleaded gasoline at 1.8280 per gallon from Jat Oil and Supply, Inc.

February 9, 2015, \$886.05 for 406 gallons of diesel fuel at 2.1824 per gallon from Sweetwater Valley Oil Company, Inc.

February 11, 2015, \$1,215.00 for 600 gallons of regular unleaded gasoline at 2.0250 per gallon from Jat Oil and Supply, Inc.

February 16, 2015, \$13,484.56 for 8,579 gallons of E10 gasoline at 1.57181 per gallon from Jat Oil and Supply, Inc.

February 19, 2015, \$12,488.56 for 8,121 gallons of E10 gasoline at 1.53781 per gallon from Jat Oil and Supply, Inc.

February 20, 2015, \$14,837.76 for 7,563 gallons of diesel fuel at 1.961888 per gallon from Lykins Energy Solutions.

February 23, 2015, \$14,913.05 for 7,569 gallons of diesel fuel at 1.97028 per gallon from Parman Lubricants.

February 27, 2015, \$15,046.35 for 7,544 gallons of diesel fuel at 1.994479 per gallon from Parman Lubricants.

February 27, 2015, \$13,434.90 for 8,086 gallons of E10 gasoline at 1.661501 per gallon from Pilot Travel.

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

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

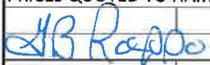
Approved:

Vetoed:

County Mayor

April 15, 2015

Date

Date:		2/2/2015	2/3/2015	2/3/2015	2/4/2015	2/9/2015	2/11/2015	2/16/2015	2/19/2015	2/20/2015	2/23/2015	2/27/2015	2/27/2015
Location:		Silverdale	Riverpark	Silverdale	CFP Maintenance	Riverpark	ESNP	Career Lane	Sheriff's Sub- Station	White Oak	Career Lane	Silverdale	Silverdale
Sweetwater	Gasoline		2.0226		2.0619		2.1465						
	E-10 Gasoline			1.5270				1.5933	1.5454				1.9804
	Diesel	1.7297				2.1824				2.1529	2.0106	2.0254	
	Bio Diesel												
Jat Oil	Gasoline		1.8550		1.8280		2.0250						
	E-10 Gasoline			1.4930				1.57181	1.53781				1.7490
	Diesel	1.7090				2.2900				2.1190	1.9730	2.0890	
	Bio Diesel												
Collins Oil	Gasoline		no quote		1.9070		no quote						
	E-10 Gasoline			1.4880				no quote	1.5550				1.6890
	Diesel	no quote				2.3390				2.0190	1.9990	2.0150	
	Bio Diesel												
Mansfield	Gasoline		no quote		no quote		no quote						
	E-10 Gasoline			1.5405				1.5940	1.5399				1.7620
	Diesel	1.7584				no quote				2.1803	2.1303	no quote	
	Bio Diesel												
Rogers Petroleum	Gasoline		no quote		no quote		no quote						
	E-10 Gasoline			no quote				no quote	no quote				no quote
	Diesel	no quote				no quote				no quote	no quote	no quote	
	Bio Diesel												
Parman	Gasoline		no quote		no quote		no quote						
	E-10 Gasoline			1.5346				1.5835	no quote				1.7082
	Diesel	1.7223				no quote				2.0741	1.97028	1.994479	
	Bio Diesel												
Dupree Oil	Gasoline		no quote		no quote		no quote						
	E-10 Gasoline			no quote				no quote	no quote				no quote
	Diesel	no quote				no quote				no quote	no quote	no quote	
	Bio Diesel												
Pilot Travel	Gasoline		2.8826		1.9136		no quote						
	E-10 Gasoline			1.5468				1.5968	1.5538				1.661501
	Diesel	1.7214				2.8019				1.9739	1.9839	2.0089	
	Bio Diesel												
Lykins Oil	Gasoline		no quote		no quote		no quote						
	E-10 Gasoline			no quote				1.5789	1.5419				1.6897
	Diesel	no quote				no quote				1.961888	1.9809	2.0059	
	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 FEBRUARY 1, 2015, THROUGH FEBRUARY 28, 2015													
													
Gail B. Roppo													
Director of Purchasing													

Unleaded Gasoline	February 2015	YTD
Gallons Purchased	5,064	31,319
Total Cost	\$9,414.26	\$79,142.05
Average Cost/Gallon	\$1.8591	\$2.5270
E-10		
Gallons Purchased	33,395	323,936
Total Cost	\$52,218.20	\$683,741.93
Average Cost/Gallon	\$1.5637	\$2.1107
Diesel		
Gallons Purchased	31,082	152,556
Total Cost	\$59,355.21	\$361,221.08
Average Cost/Gallon	\$1.9096	\$2.3678
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 415-27

A RESOLUTION APPROVING THE PURCHASE OF FLU VACCINE FROM NOVARTIS, SANOFI-PASTEUR, McKESSON MED-SURG MN SUPPLY, AT STATEWIDE CONTRACT PRICING AND, IF NECESSARY, OTHER FIRMS AT THE LOWEST AND BEST AVAILABLE PRICING QUOTE FOR THE HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, State contract pricing has been quoted from the only sources, GSK, ASD, Novartis, and Sanofi-Pasteur, CSL/Merck, MedImmune, McKesson Med-Surg MN Supply and FFF Enterprises currently having FDA approved flu vaccine for the upcoming season; and

WHEREAS, the Health Department has determined that vaccine purchases from these firms and others that may offer the vaccine as the influenza season approaches may be required in order to ensure a timely and adequate supply of influenza vaccine for Hamilton County citizenry; and

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

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

That the purchase of flu vaccine from Novartis, Sanofi-Pasteur, and McKesson Med-Surg MN Supply, and other firms that subsequently offer such vaccine for the Health Department is hereby accepted and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415 -28

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CO-APPLICANT AGREEMENT WITH THE CO-APPLICANT BOARD OF THE HOMELESS HEALTH CARE CENTER (HHC) AS REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA).

- WHEREAS,** since 1988, the Chattanooga-Hamilton County Health Department has been the recipient of a HRSA grant to operate the HHC, and
- WHEREAS,** since that time, as a public entity, we have been granted a waiver from the usual Community Health Center governance standards imposed by HRSA, and
- WHEREAS,** this waiver allowed us to have an advisory council in lieu of an authoritative board, leaving all administrative authority of the HHC with the Health Department, and
- WHEREAS,** HRSA has announced that this type of waiver will no longer be granted to any health center, and
- WHEREAS,** HRSA recognizes that certain authorities must be maintained by public entities such as the Health Department, and
- WHEREAS,** HRSA has proposed for public entities, the concept of a Co-Applicant Agreement, and
- WHEREAS,** the Co-Applicant Agreement delineates the authorities maintained by each and/or shared by the Health Department and the Co-Applicant Board of the Homeless Health Care Center, and
- WHEREAS,** the Health Department wishes to enter into a Co-Applicant Agreement with the Co-Applicant Board of the Homeless Health Care Center.

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

The County Mayor is hereby authorized to sign the Co-Applicant Agreement between the Chattanooga-Hamilton County Health Department and the Co-Applicant Board of the Homeless Health Care Center (HHC) as required by the Health Resources and Services Administration (HRSA).

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date

**Homeless Health Care Center
Chattanooga-Hamilton County, TN**

Co-Applicant Agreement

Public Entity/Agency Grantee:

**Chattanooga-Hamilton County
Health Department**

Co-Applicant Board:

Approved:

Reviewed:

Amended:

Co-Applicant Agreement

There is hereby created the Co-Applicant Agreement for the Homeless Health Care Center (HHCC) program of Chattanooga-Hamilton County, TN. Whenever, in this document, the term BOARD is used, it shall mean the Homeless Health Care Center (HHCC) program of Chattanooga-Hamilton County, TN. This BOARD serves as Co-Applicant for oversight and implementation of the HCH (330h) Health Center of the Public Agency Grantee, Chattanooga-Hamilton County Health Department (CHCHD). The Public Entity and the Co-Applicant Board shall recognize that, for programmatic purposes, HRSA considers both the Public Entity/Agency and the Co-Applicant Board collectively as the "Health Center."

HRSA Governance Guidance/Purpose:

The CHCHD is grantee for the HCH (330h) program. As a Public Entity/Agency, the CHCHD shares authority and oversight for the HCH program with the Co-Applicant Board. The Co-Applicant Board shall assume the role and assume all responsibilities of a Co-Applicant. The Co-Applicant Board will recognize that the term "co-applicant" is used, based on the fact that the public entity/agency would not qualify on its own as meeting all HRSA- Health Center Program Requirements. The Co-applicant Board arrangement shall allow for the Co-applicant Board and the Public Entity/Agency to work collaboratively in order to exercise all required governance tasks and responsibilities.

The Co-Applicant Board shall create, establish and control all health center policies and procedures. However, the Co-applicant Board shall recognize the Public Entity/Agency exceptions for Fiscal and Personnel authority and policy as delineated in the HRSA Governance PIN - 2014-01.

The Co-applicant Board shall abide by the co-applicant provision in section 330(k)(3)(H)(ii) of the HRSA Governance PIN- 2014-01, which recognizes that the Public Entity/Agency may be constrained by law in the delegation of certain government functions to private entities, and thusly permits the Public Entity/Agency to retain authority over certain general policies for the Public Center.

The Public Entity/Agency shall assume the role and all responsibilities as the public entity/agency recipient of the health center grant designation. As such, the Public Entity/Agency is the legal entity held accountable to HRSA for carrying out the HRSA approved Health Center Program scope of project.

The Public Entity/Agency and the Co-Applicant Board will recognize that the Co-applicant governing board must retain the ultimate decision-making on duties and authorities beyond the general types of fiscal and personnel policies.

Authorities of the Public Entity/Agency:

The public center, with an approved co-applicant board arrangement, does not need further justification for the public entity/agency to retain authority for the establishment of the following types of general policy:

Fiscal Policies

- Internal control procedures to ensure sound financial management procedures.
- Purchasing policies and standards.

Personnel Policies

- Employee selection, performance review/evaluations, disciplinary and dismissal procedures.
- Employee compensation, including wage and salary scales and benefit packages.
- Position descriptions and classification.
- Employee grievance procedures.
- Equal opportunity practices.

Authorities of the Co-Applicant Board:

- Select and recommend for hire the Executive Director/CEO of the Health Center. {Executive Director-CEO shall be an employee of the grantee; reports directly to the Co-Applicant Board.}
- Perform annual performance appraisal of Executive Director/CEO.
- Executive Director/CEO is an agent of the BOARD and directly accountable to the BOARD.
- Establish healthcare and other policies pertaining to scope, delivery and schedule of services.
- Ensure accessible and available healthcare services to all persons who are homeless, regardless of age, gender, race, religion, national origin, disability, or in-ability to pay.
- Review and approve policies related to: quality improvement plan of care, credentialing and privileging of clinical providers, scope of services, availability and schedule of services.
- Approve credentials and grant privileges to practice for all providers.

Public Entity and Co-Applicant Board - Shared Authorities/Objectives/Duties:

- Uphold and carry out the mission of the Homeless Health Care Center (HHCC) program.
- Ensure long-term strategic planning and achievement of long-term and short-term goals.
- Ensure continued Quality Improvement and achievement of target goals and outcomes.
- Ensure that the Homeless Health Care Center (HHCC) program operates in full compliance with all federal, state and local laws, regulations and governing requirements.
- Prohibit employees of PUBLIC ENTITY/AGENCY, or family members of PUBLIC ENTITY/AGENCY employees, from serving in any way on the Co-Applicant BOARD.
- Prohibit employees of any major contractor or family members of any employees of the major contractor, from serving in any way on the Co-Applicant BOARD.
- Prohibit Co-Applicant BOARD members and HEALTH CENTER employees from discussing, deliberating or voting on matters in which they have (appear to have) a conflict of interest.
- Ensure community and consumer-based governance and oversight of the operations of the Homeless Health Care Center (HHCC) program, as the HRSA federally qualified health center (HCH 330h) of the City of Chattanooga, TN.
- Evaluate, approve and adopt all policies and procedures designed to insure the success of the program and the provision of all services and care as planned.
- Monitor progress and evaluate the achievement of all program goals and quality outcomes.
- Monitor progress and evaluate the achievement of consumer governance and representation.
- Monitor progress and evaluate the achievement of a consistent high level of patient satisfaction.
- Ensure that Homeless Health Care Center (HHCC) program is operating and providing services in accordance with its own established policies and procedures.
- Ensure compliance with established policies, procedures, regulations, and program expectations as dictated by current federal health center regulations as follows:
 - HHS/HRSA/BPHC Health Center Program Statute: Section 330 of PHS Act
 - HRSA Health Center Program Regulations (42 CFR 51c. and 42CFR Parts 56,201-56.604) Health Center Program Expectations PIN-98-23
 - Health Center Program Requirements (updated Oct 2012)
 - Health Center Program Governance PIN 2014-01
- Monitor and evaluate financial viability and utilization productivity of the Homeless Health Care Center (HHCC) program in the context of its mission and the local healthcare marketplace.
- Review and approve the annual budget of the Homeless Health Care Center (HHCC) program.
- Review and approve the annual independent A-133 audits.
- Oversee all program activities and operations including: the selection and approval of scope of services, schedule of services, annual project plans, related contracts and business agreements.

- Review and approve grant proposals and development plans prior to submission
- Review, accept and ensure adherence to and implementation of all NOGA (Notices of Grant Award) terms, conditions and corrective action deadlines,
- Review, accept, and approve memoranda of agreements and contracts for services.
- Conduct programmatic and financial planning including:
 - Community Health Care Needs assessments;
 - Annual Operational planning
 - Long term Strategic planning
 - Review and renewal of Mission and By-Laws, as needed
 - Monitoring of program activities, utilization, services, and patient satisfaction
 - Monitor progress toward achievement of goals and quality of care outcomes
 - BOARD training related to HRSA and HCH governance requirements
- Develop and cultivate partnerships and effective working relationships with local, state and regional hospitals, health and human service providers on behalf of patients who are homeless.
- Maintain adequate knowledge of all members to insure optimal oversight of the federally funded health center through training of **BOARD** members on a regular basis.
- Evaluate the BOARD itself, in terms of performance and efficacy, on an annual basis.
- Abide by the By-Laws of the Health Center Co-Applicant BOARD.
- Ensure monthly BOARD meetings
- Ensure Consumer representation on Co-Applicant BOARD
- Ensure adherence to all HRSA-Health Center Program Expectations

Issues of Dissolution/Dispute Resolution:

- Upon the dissolution of the Homeless Health Care Center (HHCC) program of the CHCHD, and the Co-Applicant BOARD, after paying or making provision for the payment of all the liabilities, shall dispose of all assets in such manner as compliant with HRSA regulations and funding / fiscal requirements.
- Any dispute or impasse with regard to issues related to this agreement shall be addressed by informal discussion between the Executive Director /CEO and the Co-Applicant BOARD President. If/when unable to resolve dispute through informal mediation then a binding mediation shall occur.

Terms:

The Co-Applicant agreement shall remain in effect throughout the HRSA approved grant Project Period during which the HRSA (330h) health center designation remains in effect.

Termination:

Termination shall not become effective until and unless HRSA issues a written approval of such termination. Grounds for termination are as follows.

- Termination for Mutual Convenience without Cause:
This agreement may be terminated upon mutual approval of both parties or by either party upon giving no less than one hundred eighty (180) days written notice.
- Termination for Cause or Change in Circumstance:
This agreement may be terminated for cause 'by either party upon giving no less than one hundred eighty (180) days written notice.
- Cause being:
 - When/if health center FQHC status is suspended, revoked, or terminated.
 - When/if there is substantive adverse change in federal law, regulations, HRSA- --- -- Health -Center Expectations or funding.
 - When/if there is a material breach by other party and failure to cure said breach.

- When/if health center participation in Medicaid, Medicare or other third party insurance is terminated suspended or revoked.

The Public Entity/Agency Grantee and the Co-Applicant BOARD hereby agree to the delineation of responsibilities and delegation of authorities as described above in this document. Furthermore, the Public Entity/Agency Grantee and the Co-Applicant BOARD hereby commit to fully collaborate and to uphold the mission and all objectives of the Homeless Health Care Center (HHCC) program of the CHCHD.

Signatory: Becky Barnes
Becky Barnes, Administrator (CHCHD)

Date: 4.1.15

Signatory: _____
County Mayor – Jim M. Coppinger

Date: _____

Signatory: _____
Co-Applicant: HHCC Co-Applicant Board

Date: _____



Hamilton County Board of Commissioners RESOLUTION

No. 415-29

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN AN AMENDMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$147,292.00 TO PROVIDE HEALTH CARE SAFETY NET PRIMARY CARE SERVICES TO UNINSURED ADULTS IN HAMILTON COUNTY AT THE HOMELESS HEALTH CARE CENTER FOR THE TIME PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015.

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

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

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

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

that the County Mayor be authorized to sign an amendment contract in the amount of \$147,292.00 for the provision of primary care services to uninsured adults in Hamilton County at the Homeless Health Care Center.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



GRANT AMENDMENT

Agency Tracking # 34352-10315	Edison ID 42388	Contract # GE1542388	Amendment # 1		
Contractor Legal Entity Name CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT HOMELESS HEALTH CARE CENTER			Edison Vendor ID 04208		
Amendment Purpose & Effect(s) REVISION TO INCREASE MAXIMUM LIABILITY OF GRANT TO ADEQUATELY COVER PROVISION OF HEALTHCARE SAFETY NET SERVICES FOR LAST PAY PERIOD OF GRANT					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: JUNE 30, 2015			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			+\$45,000		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	\$147,292				\$147,292
TOTAL:	\$147,292				\$147,292
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</i>		
Speed Chart (optional) HL00012146		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT GE1542388**

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

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Forty Seven Thousand Two Hundred Ninety Two Dollars (\$147,292). The Grant amount shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant amount includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective May 1, 2015. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT HOMELESS HEALTH CARE CENTER:

	
GRANTEE SIGNATURE	DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY

GRANTEE SIGNATURE	DATE
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Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER	DATE
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Hamilton County Board of Commissioners RESOLUTION

No. 415-30

A RESOLUTION ACCEPTING THE PROPOSAL OF FAIRWAY OUTDOOR ADVERTISING COMPANY FOR A TOBACCO EXPOSURE PREVENTION BILLBOARD CAMPAIGN FOR AN INITIAL TWELVE (12) WEEK PERIOD AMOUNTING TO \$16,650.00, WITH RENEWAL OPTIONS AMOUNTING TO \$27,750.00 PER CAMPAIGN, FOR THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for a Tobacco Exposure Prevention Billboard Campaign for an initial twelve (12) week period amounting to \$16,650.00, with the option to renew for up to four (4) successive twenty (20) week campaigns through the end of calendar year 2016 amounting to \$27,750.00 per campaign, for the Health Department; and,

WHEREAS, the State of Tennessee, Department of Health has allocated funds to the Health Services Division of Hamilton County, Tennessee for the purpose of purchasing advertising space on billboards which promote tobacco use prevention and control; and,

WHEREAS, the proposal from Fairway Outdoor Advertising Company was considered to be the lowest and best proposal received; and,

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

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

That the proposal from Fairway Outdoor Advertising Company for an initial twelve (12) week period amounting to \$16,650.00, with renewal options amounting to \$27,750.00 per campaign, for a Tobacco Exposure Prevention Billboard Campaign for the Chattanooga-Hamilton County Health Department is hereby accepted, said proposal being the lowest and best proposal received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date

**Recommendation for Tobacco Exposure Prevention Billboard Campaign
RFP # 0215-120**

Background:

In February 2015, the County issued a Request for Proposal (RFP) for qualified vendors to provide local billboard space for an initial 12 week period from April 2015 – June 2015, and then subsequent 20 week campaigns until December 2016. The billboard advertising space will be used for a Tobacco Exposure Prevention Campaign, funded 100% with State Tobacco Settlement dollars. The aim of this campaign is to target individuals 18 years and over, who smoke and also transport children, to motivate them to reduce tobacco exposure to children by keeping their car smoke free.

In response, the County received two (2) proposals from the following companies:

- Fairway Outdoor Advertising
- LaFoy Outdoor Advertising

Overall Evaluation:

In addition to the cost, reaching the appropriate audience for this campaign is a key component in the evaluation of proposals.

Audience Measurement:

Fairway uses the Traffic Audit Bureau (TAB) Out of Home Ratings System that provides Target Rating Points (TRP's) for our target audience. TAB is an independent auditor of media. This method is the gold standard for current audience delivery in the industry.

LaFoy uses the Tennessee Department of Transportation traffic and hand counts, with formulas originally developed by the Traffic Audit Bureau to calculate Daily Effective Circulation (D.E.C's), Gross Rating Points (GRP's), and estimated Target Rating Points (TRP) for our target audience.

Billboards and Cost:

LaFoy's proposal will provide 7 billboards (permanent) for a total cost of \$18,805 for the 12 week campaign, and \$29,235 for subsequent 20 week campaigns.

Fairway's first proposal is to provide 8 (permanent) for a total cost of \$16,650 for the 12 week campaign, and \$27,750 for subsequent 20 week campaigns.

Fairway also offer an additional suggestion to their proposal of one digital billboard with weekly rotation throughout the market area to utilize the total budget costs specified in the RFP. The total cost for the 12 week campaign would then be \$19,000, and \$33,750 for the subsequent 20 week campaigns if chosen.

Recommendation:

Based upon the review of proposal responses, billboard locations, audience delivery, and pricing, the evaluation team determined that the first proposal of 8 permanent billboards submitted by Fairway Outdoor Advertising to be the most compelling from both a service and pricing perspective.

BILLBOARD COMPANIES IN HAMILTON COUNTY

Fairway Outdoor Advertising

18 West 28th Street

Chattanooga, TN 37408 423-756-4200

Tere Manresa-Cordell

Tere.manresa@fairwayoutdoor.com

LaFoy Outdoor Advertising

250 Signal Mountain Road Ste. 200

Chattanooga, TN 37405

423-267-6300

Deborah White

Deborah@lafoyoutdoor.com

CBS Outdoor

405 Lexington Avenue

New Your, NY 10174

423-877-1372

Karen Phillips

Karen.phillips@cbsoutdoor.com

Hall Outdoor Advertising

P.O. Box 526

Hixson, TN 37343

423-870-2922

Ken Hall

halloutdooradv@aol.com

Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Friday, February 27, 2015

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals to purchase local billboard space for an initial 10 week period for a Tobacco Exposure Prevention Campaign with the option to renew for up to four (4) successive twenty weeks campaign through the end of calendar year 2016. Specifications are available by contacting the Purchasing Department at 423-209-6350.

Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:00 p.m. (Eastern) on March 27, 2015.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 415-31

A RESOLUTION AUTHORIZING THE PAYMENT OF SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00) IN SETTLEMENT OF A LAWSUIT AGAINST HAMILTON COUNTY AS BROUGHT BY NICHOLAS AGOSTINACCHIO, *ET AL.* FOR INJURIES SUSTAINED AS A RESULT OF A FALL ON PROPERTY JOINTLY OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA.

- WHEREAS,** litigation has been instituted against Hamilton County, Tennessee, and the City of Chattanooga, Tennessee by Nicholas Agostinacchio and wife, Margaret Agostinacchio, for injuries received as a result of a fall that occurred while visiting the area around the Tennessee Aquarium that is jointly owned by said governmental entities, on or about the 22nd day of September, 2007; and
- WHEREAS,** through mediation entered into between the attorneys for the parties, said plaintiff has agreed to accept a settlement in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) in complete satisfaction of any and all claims that they have, or might have, against Hamilton County, Tennessee, and the City of Chattanooga, Tennessee; and
- WHEREAS,** the City of Chattanooga and Hamilton County have agreed to equally share in the payment of said settlement, subject to the approval of their respective legislative bodies;
- WHEREAS,** this county legislative body feels that the payment of its portion of said amount would be in the best interest of the citizens of Hamilton County, and would bring about a fair disposition of this matter.

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

That the payment by Hamilton County of Seventy Five Thousand Dollars (\$75,000.00) toward the One Hundred Fifty Thousand Dollars (\$150,000.00) total settlement is hereby authorized to be paid to Nicholas and Margaret Agostinacchio, for the full and complete satisfaction of any and all claims against Hamilton County, Tennessee for and related to the physical injuries alleged to have been sustained as a result of a fall that occurred while visiting the area around the Tennessee Aquarium on or about the 22nd day of September, 2007

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

April 15, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 415-32

A RESOLUTION AUTHORIZING REPAYMENT TO THE COUNTY GENERAL FUND FROM THE HAMILTON COUNTY DEPARTMENT OF EDUCATION'S SUBSEQUENT YEAR'S REVENUE GROWTH OF APPROPRIATIONS PAID ON BEHALF OF THE DEPARTMENT OF EDUCATION, AS APPROVED AND REQUESTED BY THE HAMILTON COUNTY SCHOOL BOARD FOR PUBLIC EDUCATION PROJECTS SUBMITTED DURING A CURRENT FISCAL YEAR, AS MAY BE APPROVED BY THIS COUNTY LEGISLATIVE BODY.

- WHEREAS,** during each Hamilton County ("County") fiscal year certain funds are received by the County which may exceed the previous year's revenues (as generated through real and personal property and sales taxes); and said additional revenues are categorized and referred to as "Revenue Growth"; and
- WHEREAS,** by the laws of the State of Tennessee said Revenue Growth is delegated and proportioned for use between the Hamilton County General Fund, and the Hamilton County Department of Education General Fund; and
- WHEREAS,** it is the desire of this county legislative body that any funds appropriated by this body for academically supportive and/or enhancing projects that have been and/or will be presented to, and approved and submitted by, the Hamilton County School Board ("Board") which were not included in said Board's then current fiscal year's budget be repaid to the County General Fund from the Department of Education's (DOE) property tax revenue growth in the immediately following fiscal year budget; and
- WHEREAS,** this will be accomplished by reducing the DOE's property tax levy and correspondingly increasing the general fund tax levy by the same amount sufficient enough to cover these expenditures.

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

That the procedures utilized by Hamilton County in appropriating post-budget expenditures for any funds approved and appropriated by this body for academically supportive or enhancing projects that have been and/or will be presented to, and approved and submitted by, the Hamilton County School Board ("Board") and/or the Superintendent of Schools which were not included in said Board's then current fiscal year's budget be repaid to the County General Fund in the following fiscal year budget from revenue growth by reducing the Department of

Education's tax levy and increasing the Hamilton County General Fund tax levy 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

April 15, 2015

Date