

AGENDA FOR TUESDAY, AUGUST 20, 2013

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Mitchell).
- III. Minute Approval.
- IV. Special Presentations.
- V. Ordinances – Final Reading:
 - a) [An ordinance to amend Chattanooga City Code, Part II, Chapter 24, Section 502, relative to Schedule II, Speed on through streets. \(Transportation\)](#)
 - b) [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Division 25, Planned Unit Development-Residential. \(Planning\)](#)
 - c) [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Division 26, Planned Unit Development-Institutional. \(Planning\)](#)
 - d) [2013-073 John R. Anderson/Dallas and Beverly Bunton \(R-1 Residential Zone to O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 2910 Silverdale Road, more particularly described herein, from R-1 Residential Zone to O-1 Office Zone, subject to certain conditions. \(District 6\) \(Recommended for approval by Planning and Staff\)](#)

[2013-073 John R. Anderson/Dallas and Beverly Bunton \(R-1 Residential Zone to O-1 Office Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 2910 Silverdale Road, more particularly described herein, from R-1 Residential Zone to O-1 Office Zone. \(Applicant Version\)](#)
 - e) [2013-091 Britt Goodson/State of Tennessee \(R-2 Residential Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 5528 and 5530 Highway 153, more particularly described herein, from R-2 Residential Zone to C-2 Convenience Commercial Zone. \(District 3\) \(Planning/Applicant Version\)](#)

- f) 2013-096 Jody Shea/Shea Properties (R-2 Residential Zone to M-2 Light Industrial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1800 E. 25th Street, more particularly described herein, from R-2 Residential Zone to M-2 Light Industrial Zone, subject to certain conditions. **(District 8) (Recommended for approval by Planning and Staff) (Revised)**

2013-096 Jody Shea/Shea Properties (R-2 Residential Zone to M-2 Light Industrial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1800 E. 25th Street, more particularly described herein, from R-2 Residential Zone to M-2 Light Industrial Zone. **(Applicant Version)**

- g) 2013-097 David Jones/Hamilton Avenue Properties (RT-1 Residential Townhouse Zone to C-7 Northshore Commercial Mixed Use Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 677 Hamilton Avenue, more particularly described herein, from RT-1 Residential Townhouse Zone to C-7 Northshore Commercial Mixed Use Zone, subject to certain conditions. **(District 2) (Recommended for approval by Planning and Staff)**

2013-097 David Jones/Hamilton Avenue Properties (RT-1 Residential Townhouse Zone to C-7 Northshore Commercial Mixed Use Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 677 Hamilton Avenue, more particularly described herein, from RT-1 Residential Townhouse Zone to C-7 Northshore Commercial Mixed Use Zone. **(Applicant Version)**

VI. Ordinances – First Reading:

- a) An ordinance, hereinafter also known as “the Fiscal Year 2013-2014 Budget Ordinance”, to provide revenue for the Fiscal Year beginning July 1, 2013, and ending June 30, 2014; appropriating same to the payment of expenses of the Municipal Government; fixing the rate of taxation on all taxable property in the City, and the time taxes and privileges are due, how they shall be paid, when they shall become delinquent; providing for interest and penalty on delinquent taxes and privileges; and to amend Chattanooga City Code, Part II, Chapter 2, Section 2-267, relative to paid leave for active-duty training and to amend Chattanooga City Code, Part II, Chapter 31, Sections 31-36, 31-37, 31-41, and 31-43. **(Finance)**
- b) MR-2010-137 Joseph Parks (Abandonment). An ordinance closing and abandoning a portion of the 700 block of River Gorge Drive, subject to certain conditions. **(District 1) (Public Works)**

- c) [MR-2013-011 J. Harvey Cameron \(Sequatchie Concrete Services, Inc.\) \(Abandonment\). An ordinance closing and abandoning an unopened portion of the 3900 block of Divine Avenue, 3800 and 3900 blocks of Barksdale Avenue, 3700 and 3900 blocks of Walthall Avenue, 1200 block of East 38th Street, and six unopened alleys, subject to certain conditions. **\(District 7\) \(Public Works\)**](#)
- d) [2013-089 Jacob Becker/PTC Properties \(R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 503 Hamilton Avenue and 502 North Market Street, more particularly described herein, from R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone, subject to certain conditions. **\(District 2\) \(Planning Version\) \(Deferred from 8/13/2013\)**](#)
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- [2013-089 Jacob Becker/PTC Properties \(R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 503 Hamilton Avenue and 502 North Market Street, more particularly described herein, from R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone, subject to certain conditions. **\(Alternate Version\)**](#)
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- [2013-089 Jacob Becker/PTC Properties \(R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 503 Hamilton Avenue and 502 North Market Street, more particularly described herein, from R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone, subject to certain conditions. **\(Staff Version\)**](#)
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- [2013-089 Jacob Becker/PTC Properties \(R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 503 Hamilton Avenue and 502 North Market Street, more particularly described herein, from R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone. **\(Applicant Version\)**](#)
- e) [MR-2013-092 Adam Driver \(Hamilton County Board of Education\) \(Abandonment\). An ordinance closing and abandoning a portion of a sanitary sewer easement at 7553 Igou Gap Road, subject to certain conditions. **\(District 4\) \(Public Works\)**](#)

VII. Resolutions:

- a) A resolution authorizing the approval of Change Order No. 1 for Jarrett Builders relative to Contract No. E-12-025-201, Infrared Repairs Requirements Contract, for an increased amount of \$100,000.00, for a revised contract amount not to exceed \$350,000.00. **(Public Works)**
- b) A resolution authorizing payment to Southeast US Retail Fund, LP for a sanitary sewer easement relative to Contract No. W-10-011, East Brainerd Road Sanitary Sewer Relocation Project, Tract No. 10, property located at 8644 East Brainerd Road, Tax Map No. 171B-C-014, for an amount not to exceed \$63,836.00. **(District 4) (Public Works)**
- c) A resolution authorizing the Administrator of the Department of Youth and Family Development, to apply for and, if granted, accept a grant from Chaco and Rock Creek for Therapeutic Recreation Services (TRS) to continue and expand its current adaptive kayaking program, in the amount of \$3,000.00. **(Youth and Family Development)**
- d) A resolution authorizing the Chief of the Chattanooga Fire Department to apply for and, if awarded, accept the 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant issued by the U.S. Department of Homeland Security under the Federal Emergency Management Agency (FEMA), in the amount of \$1,935,180.00, which, if approved, will be used to fund twenty-nine (29) firefighters. **(Fire)**

VIII. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.

IX. Other Business.

X. Committee Reports.

XI. Agenda Session for Tuesday, August 27, 2013.

XII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XIII. Adjournment.

AGENDA FOR TUESDAY, AUGUST 27, 2013

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Smith).
3. Minute Approval.
4. Special Presentation.

“Proclamation: Gayle Keown, City Treasurer”

5. Ordinances - Final Reading:
 - a) An ordinance, hereinafter also known as “the Fiscal Year 2013-2014 Budget Ordinance”, to provide revenue for the Fiscal Year beginning July 1, 2013, and ending June 30, 2014; appropriating same to the payment of expenses of the Municipal Government; fixing the rate of taxation on all taxable property in the City, and the time taxes and privileges are due, how they shall be paid, when they shall become delinquent; providing for interest and penalty on delinquent taxes and privileges; and to amend Chattanooga City Code, Part II, Chapter 2, Section 2-267, relative to paid leave for active-duty training and to amend Chattanooga City Code, Part II, Chapter 31, Sections 31-36, 31-37, 31-41, and 31-43. **(Finance)**
 - b) MR-2010-137 Joseph Parks (Abandonment). An ordinance closing and abandoning a portion of the 700 block of River Gorge Drive, subject to certain conditions. **(District 1) (Public Works)**
 - c) MR-2013-011 J. Harvey Cameron (Sequatchie Concrete Services, Inc.) (Abandonment). An ordinance closing and abandoning an unopened portion of the 3900 block of Divine Avenue, 3800 and 3900 blocks of Barksdale Avenue, 3700 and 3900 blocks of Walthall Avenue, 1200 block of East 38th Street, and six unopened alleys, subject to certain conditions. **(District 7) (Public Works)**

- d) 2013-089 Jacob Becker/PTC Properties (R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 503 Hamilton Avenue and 502 North Market Street, more particularly described herein, from R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone, subject to certain conditions. **(District 2) (Planning Version) (Deferred from 8/13/2013)**

2013-089 Jacob Becker/PTC Properties (R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 503 Hamilton Avenue and 502 North Market Street, more particularly described herein, from R-4 Special Zone to C-7 Northshore Commercial Mixed Use Zone, subject to certain conditions. **(Alternate Version)**

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- e) MR-2013-092 Adam Driver (Hamilton County Board of Education) (Abandonment). An ordinance closing and abandoning a portion of a sanitary sewer easement at 7553 Igou Gap Road, subject to certain conditions. **(District 4) (Public Works)**

6. Ordinances – First Reading:

- a) An ordinance appropriating, authorizing or allocating funds to the Capital Improvements Budget for the Fiscal Year 2013/2014 and to amend the Fiscal Year 2013/2014 Budget Ordinance No. _____.
(Finance)

7. Resolutions:

- a) A resolution authorizing the Administrator of the Department of Youth and Family Development to enter into contracts with the below-listed school bus drivers to drive participants to various recreation centers on field trips, for a total amount of \$17,575.00. **(Youth and Family Development)**
- b) A resolution authorizing John Wise, III to use temporarily the right-of-way located at 125 Cherokee Boulevard for the installation of a canopy at the entrance that will extend approximately five (5) feet beyond the property line, as shown on the drawings attached hereto and made a part hereof by reference, subject to certain conditions. **(District 1) (Public Works)**
- c) A resolution authorizing Jennifer A. Rizzo c/o Habitat for Humanity Greater Chattanooga Area, Attention Dennis Neal, to use temporarily an unopened right-of-way on Morgan Lane to have a driveway access to accommodate a new house being built on the corner, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. **(District 1) (Public Works)**
- d) A resolution authorizing Doug Wilson to use temporarily the right-of-way located at 306 Cherokee Boulevard to install planters in front of the building with metal frame canvas awnings, as shown on the map attached hereto and made a part hereof by reference, subject to certain conditions. **(District 1) (Public Works)**
- e) A resolution adopting a five-year Capital Improvement Plan for Fiscal Years 2014-2018, subject to future revision, a copy of which is attached hereto and made a part hereof by reference. **(Finance)**
- f) A resolution expressing the intent of the City of Chattanooga to issue bonds in the aggregate amount not to exceed \$11 million of the City of Chattanooga, Tennessee, for the purpose of paying all or a portion of the costs of the following: Sub Ledge Accounting and Fixed Assets; Road Improvements; Building Improvements; and Economic and Community Development. **(Finance)**
- g) A resolution authorizing the Mayor of the City of Chattanooga, in cooperation with the Mayor of Hamilton County, to execute a Warranty Donation Deed to transfer the City's interest in a portion of property, 13.75 acres more or less, owned jointly by Hamilton County and the City of Chattanooga, located on Moccasin Bend, formerly known as the Model Airplane Club property, to the United States of America, for use by the National Park Service and inclusion into the Moccasin Bend National Archaeological District, being a unit of the Chickamauga and Chattanooga National Military Park. **(General Services)**

Agenda for Tuesday, August 20, 2013
Page 8 of 8

8. Departmental Reports:
 - a) Police.
 - b) Fire.
 - c) Economic and Community Development.
 - d) Youth and Family Development.
 - e) Transportation.
 - f) Public Works.
 - g) Finance.
9. Other Business.
10. Committee Reports.
11. Agenda Session for Tuesday, September 3, 2013.
12. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
13. Adjournment.

**PROPOSED PURCHASES
CITY COUNCIL
August 20, 2013**

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME
R80710 Youth & Family Development	Liability Insurance	Single Source TCA 6-56-304.2	N/A	Tennessee Municipal League	\$37,770.00	Human Services Program
R76921 General Services	Blanket Contract for Police Interceptor Sedans & SUV's	22	6	Brooker Ford, Inc.	Estimated \$3,638,390.00 Annually	Fleet Leasing Capital
PO504873 Youth & Family Development	Blanket Contract Renewal for White Ball Field Sand	N/A	N/A	Dunlap Stone, Inc.	Estimated \$15,000.00 Annually	General Fund
PO504298 General Services	Blanket Contract Renewal for Online Ticketing & Box Office Management	N/A	N/A	Intelli-Mark Technologies, Inc.	Estimated \$250,000.00 Annually	General Fund
R80154 Public Works	Annual Support for Sewer Modeling License Agreement & Annual Maintenance	Single Source TCA 6-56-304.2	N/A	Innovyze	\$14,345.00	Interceptor Sewer Operation
R80589 Police Department	Blanket Contract For Annual Software Subscription & Support	Single Source TCA 6-56-304.2	N/A	LeadsOnline	\$13,788.00	General Fund



City of Chattanooga

Purchasing Department

August 13, 2013

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

Subject: Contract Renewal of Blanket PO 504298 – Online Ticketing and Box Office Management – Civic Facilities Division – General Services Department

Dear Mr. Bohannon:

Council approval is recommended to renew Blanket PO 504298 for Online Ticketing and Box Office Management for the Civic Facilities Division, General Services Department. The City of Chattanooga is renewing the third (3rd) contract renewal option for twelve (12) months through August 22, 2014, with one (1) renewal option remaining. The estimated annual spend for this contract is \$250,000.00.

I recommend renewing Blanket PO 504298 for Online Ticketing and Box Office Management to Intelli-Mark Technologies, Inc.

Respectfully Yours,

A handwritten signature in blue ink, appearing to read "DC", written over a blue circular stamp.

David Carmody
Purchasing Manager

DC/sl

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 747502 Vendor Alternate ID: 14472 Intelli-Mark Technologies Inc dba ETIXGreg Briley909 Aviation Pkwy Ste 900 Morrisville, NC 27560
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PO Date: 30-JUN-10 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate	Purchase Order Number <h3 style="text-align: center;">504298</h3> INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	Memorial Auditorium 399 McCallie Avenue Chattanooga, TN 37402
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor	Requisition Number	Bid Number			
Beverly Casey	45474				
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 26077 Ordering Dept.: EAC Buyer: Natalie Dickey Phone: 423-643-6383 Items Being Purchased: Online Ticketing Payment Terms: Net 30					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Online Ticketing and Box Office Management. The Contract Term May Be Renewed For Four (4) Additional Twelve (12) ?Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
Contract Term: August 23, 2010 through August 22, 2011 Purchase Approved by the Chattanooga City Council on June 29, 2010					

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 747502 Vendor Alternate ID: 14472 Intelli-Mark Technologies Inc dba ETIXGreg Briley909 Aviation Pkwy Ste 900 Morrisville, NC 27560
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PO Date: 30-JUN-10 Buyer: Sharon Lea FOB: DESTINATION Terms: Immediate

Purchase Order Number 504298
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	Memorial Auditorium 399 McCallie Avenue Chattanooga, TN 37402
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number	
Beverly Casey		45474				
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total	
1	\$.06 (Per ticket sold at Box Office < 200,000)	0.00	Lot	\$ 1.0000	\$ 0.00	
2	\$0.05 (Per ticket sold at Box Office equal to 200,000 +	0.00	Lot	\$ 1.0000	\$ 0.00	
3	\$0.10 (Per Ticket Sold at Box Office < 100,000)	0.00	Lot	\$ 1.0000	\$ 0.00	
4	\$1.00 + 6% (Sold through E-tix On-line)	0.00	Lot	\$ 1.0000	\$ 0.00	
5	\$2,400.00 (Annual Support/Software Maintenance)	0.00	Lot	\$ 1.0000	\$ 0.00	

TOTAL: \$.00

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City of Chattanooga

Purchasing Department

Artie Prichard
Purchasing Agent

Ron Littlefield
Mayor

May 13, 2010

Ms. Missy Crutchfield
Administrator
Education, Arts & Culture Department
399 McCallie Avenue
Chattanooga, TN 37402

Subject: R26077-Online Ticketing and Box Office Management- Education, Arts
and Culture Department - Organization M00204

Dear Ms. Crutchfield:

Council approval is recommended to issue a blanket contract for Online Ticketing and Box Office Management as requested by the Education, Arts and Culture Department. The term of this blanket contract shall be (12) twelve months with the option to renew for (4) four additional (12) twelve month terms.

This is single source purchase from Intelli- Mark (Etix) of Morrisville, North Carolina in an amount not to exceed \$175,000.00 annually. The cost is based on the number of tickets sold online using Intelli- Mark (Etix). A justification memo from the Education, Arts and Culture Department as well as a memo from the Information Services Department are attached for your review.

TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures.

Respectfully yours,

Artie Prichard
Purchasing Agent

AP/nd

Attachments



December 18, 2009

To: Purchasing
From: Mark Keil, CIO
Re: Etix Software Contract Renewal *MJK*

This is to confirm that this purchase should be awarded to Etix Software, Inc., the vendor for software "E-tix", with no further competitive-bid process. This software is currently in use by the box office and was originally selected through competitive bid.

This requisition is for the renewal of E-tix for box office management for Memorial Auditorium and the Tivoli. Etix provides the ability to schedule events, manage ticket sales, and also provides a payment feature that is beneficial to the City. The City of Chattanooga retains all funds for ticket sales and disperses payment to Etix at the end of the month.

Thank you for your attention to this matter.

JBA

Mark Keil, CIO
Information Services
City of Chattanooga



City of Chattanooga

EDUCATION, ARTS & CULTURE
399 McCallie Avenue
Chattanooga, Tennessee 37402

Missy Crutchfield
Administrator

Ron Littlefield
Mayor

May 5, 2010

To: Natalie Dickey, Purchasing
From: David E. Johnson, Deputy Administrator *dej*
RE: Etix Software Contract Renewal

I concur with the analysis and recommendation of the City of Chattanooga Information Services Department in awarding Etix Software, Inc., the renewal for the box office ticketing management system for Memorial Auditorium and Tivoli Theatre.

David E. Johnson
Deputy Administrator
Education, Arts & Culture



City of Chattanooga

Purchasing Department

August 8, 2013

Mr. Lurone Jennings
Administrator of Youth & Family Development
Youth & Family Development Department
1102 South Watkins Street
Chattanooga, TN 37402

Subject: Contract Renewal of Blanket PO 504873 – White Ball Field Sand – Youth and Family Development Department.

Dear Mr. Jennings:

Council approval is recommended to renew Blanket PO 504873 for White Ball Field Sand for the Youth and Family Development Department. The City of Chattanooga is renewing the third (3rd) contract renewal option for twelve (12) months through August 9, 2014, with one (1) renewal option remaining. The estimated annual spend for this contract is \$15,000.00.

I recommend renewing Blanket PO 504873 for White Ball Field Sand to Dunlap Stone, Inc.

Respectfully Yours,

David Carmody
Purchasing Manager

DC/sl



City of Chattanooga

Purchasing Department

Artie Prichard
Purchasing Agent

Ron Littlefield
Mayor

June 23, 2010

Mr. Larry Zehnder
Administrator
Department of Parks & Recreation
1102 South Watkins St.
Chattanooga, TN 37404

Subject: Requisition R28283- B0006554- Contract for White Ball field Sand -Parks
and Recreation Department-Organization- L02201-

Dear Mr. Zehnder:


Council approval is recommended to award a Blanket Contract to supply White Ball Field Sand as required by the Parks and Recreation Department. The contract term will be for twelve (12) months with the option to renew for Four (4) additional twelve (12) month terms. The estimated Annual Usage for this Blanket Contract is \$11,000.00.

The invitation to bid was originally mailed to seven (7) vendors as well as formally advertised. Two (2) responses were received as shown below. Copies of the actual bids are retained on file in Purchasing for your review upon request.

<u>Bidders:</u>	<u>Price per Ton</u>
Dunlap Stone	\$15.40
Bobby Fryar Trucking	\$19.50

I recommend awarding a blanket contract for White Ball Field Sand to Dunlap Stone based on unit prices. This is the lowest and best bid meeting City of Chattanooga specifications.

Respectfully yours,


Artie Prichard
Purchasing Agent

AP/nd

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 18975 Dunlap Stone Inc PO Box 1595 Dunlap, TN 37327
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PO Date: 10-AUG-10 Buyer: Natalie Dickey FOB: DESTINATION Terms: Immediate	Purchase Order Number 504873 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 100 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 28283 Ordering Dept.: P&R Buyer: Natalie Dickey Items Being Purchased: White Ball Field Sand Payment Terms: Net 30 Purchase Approved by the Chattanooga City Council on 6-29-10 Original Contract Date 8-10-10 through 8-9-11					
This shall be a twelve (12) month blanket contract to supply White Ballfield Sand. The contract term may be renewed for four (4) additional twelve (12) month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the contractor may bilaterally extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contractor's current expiration date into any successive term as provided.					
Price Escalation Clause If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract shall be adjusted accordingly. All price increases must be justified by letters from your supplier. Price shall remain firm for six months after award of contract.					

***** NOTICE *****

TERMS AND CONDITIONS set forth in our Bid or Quotation, see conditions attached or incorporated herein by reference become a part of this order. This Purchase Order valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 18975
	Dunlap Stone Inc PO Box 1595 Dunlap, TN 37327

PO Date: 10-AUG-10 Buyer: Natalie Dickey FOB: DESTINATION Terms: Immediate	Purchase Order Number 504873 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 100 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	White Ball Field Sand Sand Must be Clean and Dry / Minimum Per Load 15 Tons- Must have a 48 Hour Delivery Time Price must include delivery	0.00	Ton	\$ 15.4000	\$ 0.00
					TOTAL: \$.00

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City of Chattanooga

Purchasing Department

August 14, 2013

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

**Subject: 76921/302785 – Police Interceptor Sedans and SUV's – Fleet
Management Division – General Services Department**

Dear Mr. Bohannon:

Council approval is recommended to issue a blanket contract for Police Interceptor Sedans and SUV's for the Fleet Management Division, General Services Department. The contract will be for twelve (12) months with the option to renew for four (4) additional twelve (12) month terms. The cost per Sedan is \$24,999. The cost per SUV is \$26,978. The estimated annual expenditure for this contract is not to exceed \$3,638,390.

The invitation to bid was sent to twenty-two (22) vendors as well as formally advertised. Bids were received from six (6) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

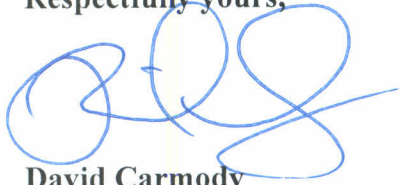
Brooker Ford Inc.
Beaman Automotive
Golden Circle Ford

Mountain View Ford Lincoln
Ford of Murfreesboro
Maxie Price Chevrolet

Police Interceptor Sedans and SUV's
Page 2

I recommend awarding the blanket contract for Police Interceptor Sedans and SUV's to Brooker Ford Inc., as the best complete bid meeting specifications for the City of Chattanooga.

Respectfully yours,

A handwritten signature in blue ink, appearing to read 'DC', with several loops and flourishes.

David Carmody
Purchasing Manager

DC/mlm

Attachments

Requisition:	76921	Mountain View Ford Lincoln						Ford of Murfreesboro						Beamon Automotive						Broker Ford Inc.					
Bid #:	302785																								
Description:	Police Interceptor Sedans & SUV's																								
Item #	Item Description	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price									
1	Police Interceptor SUV, V6, 3YR Bumper to Bumper Warranty	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -									
2	Police Interceptor SUV, V6 Optional Bullet Proof Doors Police Interceptor SUV, V6 Optional Post Mount Search Light Installed at Manufacturer's Site	\$ 1,650.00	70	\$ 115,500.00	\$ 3,170.00	70	\$ 221,900.00	\$ 2,900.00	70	\$ 203,000.00	\$ 1,384.00	70	\$ 96,880.00												
3	Police Interceptor SUV, V6 Optional Safety Rating of Operator Survival at 75 MPH	\$ 250.00	70	\$ 17,500.00	\$ 215.00	70	\$ 15,050.00	\$ 210.00	70	\$ 14,700.00	\$ 187.00	70	\$ 13,090.00												
4	Police Interceptor SUV, V6 Rear End Collision	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -									
5	Police Interceptor SUV, V6	\$ 25,390.00	70	\$ 1,777,300.00	\$ 25,118.00	70	\$ 1,758,260.00	\$ 25,447.00	70	\$ 1,781,290.00	\$ 25,303.00	70	\$ 1,771,210.00												
6	Police Interceptor Sedans, V6, 3YR Bumper to Bumper	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -									
7	Police Interceptor Sedans, V6 Optional Bullet Proof Doors	\$ 1,650.00	70	\$ 115,500.00	\$ 3,095.00	70	\$ 216,650.00	\$ 2,900.00	70	\$ 203,000.00	\$ 1,384.00	70	\$ 96,880.00												
8	Police Interceptor Sedans, V6 Optional Post Mount Search Light Installed at Manufacturer's Site	\$ 250.00	70	\$ 17,500.00	\$ 210.00	70	\$ 14,700.00	\$ 210.00	70	\$ 14,700.00	\$ 187.00	70	\$ 13,090.00												
9	Police Interceptor Sedans, V6 Optional Safety Rating of Operator Survival at 75 MPH Rear End Collision	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -	\$ -	70	\$ -									
10	Police Interceptor Sedans, V6 Pre-Wiring on Police Interceptor Sedan	\$ 23,415.00	70	\$ 1,639,050.00	\$ 23,140.00	70	\$ 1,619,800.00	23,500.00	70	\$ 1,645,000.00	\$ 23,325.00	70	\$ 1,632,750.00												
11	Pre-Drilling Headlamp Housing on Police Interceptor Sedan	\$ 55.00	70	\$ 3,850.00	\$ -	70	\$ -	\$ 145.00	70	\$ 10,150.00	\$ 22.00	70	\$ 1,540.00												
12	Pre-Wiring on Police Interceptor SUV	\$ 125.00	70	\$ 8,750.00	\$ -	70	\$ -	\$ 1.00	70	\$ 70.00	\$ 81.00	70	\$ 5,670.00												
13	Pre-Drilling Headlamp Housing on Police Interceptor SUV	\$ 55.00	70	\$ 3,850.00	\$ -	70	\$ -	\$ 145.00	70	\$ 10,150.00	\$ 21.00	70	\$ 1,470.00												
14	Pre-Drilling Headlamp Housing on Police Interceptor SUV	\$ 130.00	70	\$ 9,100.00	\$ -	70	\$ -	\$ 1.00	70	\$ 70.00	\$ 83.00	70	\$ 5,810.00												
Totals:		\$ 52,970.00		\$ 3,707,900.00	\$ 54,948.00		\$ 3,846,360.00	\$ 55,459.00		\$ 3,882,130.00	\$ 51,977.00		\$ 3,638,390.00												

Requisition:		76921	Golden Circle Ford				Maxie Price Chevrolet			
Bid #:		302785								
Description:		Police Interceptor Sedans & SUV's								
Item #	Item Description	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price			
1	Police Interceptor SUV, V6, 3YR Bumper to Bumper Warranty	-	70	-	-	70	-			
2	Police Interceptor SUV, V6 Optional Bullet Proof Doors Police Interceptor SUV, V6 Optional Post Mount Search Light Installed at Manufacturer's Site	2,766.00	70	193,620.00	3,654.00	70	255,780.00			
3	Police Interceptor SUV, V6 Optional Safety Rating of Operator Survival at 75 MPH Rear End Collision	187.00	70	13,090.00	391.00	70	27,370.00			
4	Police Interceptor SUV, V6 3YR Bumper to Bumper	\$ -	70	\$ -	\$ -	70	\$ -			
5	Police Interceptor Sedans, V6	\$25,350.00	70	\$1,774,500.00	\$ -	70	\$ -			
6	Police Interceptor Sedans, V6 Optional Bullet Proof Doors	\$ -	70	\$ -	\$ -	70	\$ -			
7	Police Interceptor Sedans, V6 Optional Post Mount Search Light Installed at Manufacturer's Site	\$ 2,763.00	70	\$ 193,410.00	\$ 3,610.00	70	\$ 252,700.00			
8	Police Interceptor Sedans, V6 Optional Safety Rating of Operator Survival at 75 MPH Rear End Collision	\$ 187.00	70	\$ 13,090.00	\$ 391.00	70	\$ 27,370.00			
9	Police Interceptor Sedans, V6 Pre-Wiring on Police Interceptor Sedan	\$ -	70	\$ -	\$ -	70	\$ -			
10	Police Interceptor Sedans, V6 Pre-Wiring on Police Interceptor Sedan	\$23,372.00	70	\$1,636,040.00	\$27,892.25	70	\$1,952,457.50			
11	Pre-Drilling Headlamp Housing on Police Interceptor Sedan	\$ -	70	\$ -	\$ -	70	\$ -			
12	Pre-Wiring on Police Interceptor SUV	\$ -	70	\$ -	\$ -	70	\$ -			
13	Pre-Drilling Headlamp Housing on Police Interceptor SUV	\$ -	70	\$ -	\$ -	70	\$ -			
14		\$ -	70	\$ -	\$ -	70	\$ -			
Totals:				\$ 3,823,750.00	\$ 35,938.25		\$ 2,515,677.50			

Mountain View Chevrolet
301 East 20th Street
Chattanooga, TN 374108

Sam Swope Auto Group LLC
1603 Melody Lane
Chattanooga, TN 37412

CDJR of Columbia
106 S. James Campbell Blvd
Columbia, TN 38401

Mountain View Ford
301 East 20th Street
Chattanooga, TN 37408

Brooker Ford Inc.
925 Shugart Road
Dalton, GA 30722

Don Ledford Auto Park
1900 S. Congress Parkway
Athens, TN 37303

Ford of Murfreesboro
1550 NW Broad Street
Murfreesboro, TN 37129

Country Ford
95 East Goodman Road
Southaven, MS 38671

Golden Circle Ford
1432 Hwy 45 Bypass
Jackson, TN 38305

Chevrolet of Murfreesboro
1422 NW Broad Street
Murfreesboro, TN 37129

Marshal Mize Ford
5348 Hwy 153
Chattanooga, TN 37343

Larry Hill Ford
2496 South Lee Highway
Cleveland, TN 37311

Gentry Chevrolet
305 Battlecreek Road
South Pittsburg , TN 37380

Jackson Chevrolet
1975 N. Main Street
LaFayette, GA 30728

Moss Motor Company
1005 S. Cedar Avenue
South Pittsburg, TN 37380

Charlie Rogers Ford
4501 Rhea County Hwy.
Dayton, TN 37321

Gary Mathews Nashville
5800 Crossings Blvd.
Antioch, TN 37013

Crown Ford
646 Thompson Lane
Nashville, TN 37204

Two Rivers Ford
76 Belinda Parkway
Mt. Juliet, TN 37122

Landers Ford
2082 W. Poplar Avenue
Collierville, TN 38017

Jerry Duncan Ford Lincoln Inc.
801 N. Roane Street
Harriman, TN 37748

Beaman Automotive
1525 Broadway
Nashville, TN 37203



City of Chattanooga

Purchasing Department

August 14, 2013

Mr. Lee Norris, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 80154 – Sewer Modeling License Agreement and Annual Maintenance –
Waste Resources - Public Works Department

Dear Mr. Norris:

Council approval is recommended to purchase Annual Support for the fifth year for the Sanitary Sewer Dynamic Hydraulic Modeling Software for the Waste Resource Division, Public Works Department.

Purchase of the subject software, which models flow through the sewer system to support decision making on system expansions and improvements, and first year annual support was approved by City Council on July 28, 2009. The price for annual support was fixed at \$14,345 per year for five years by agreement with the supplier, Wallingford Software, Inc. On September 1, 2009, Wallingford Software, Inc. was acquired by MHW Soft Americas, Inc. The merged company subsequently changed names to Innovyze and continues the support of the software. The second, third, and fourth year annual support were approved by City Council on June 29, 2010, June 14, 2011, and August 7, 2012, respectively.

This single source purchase from Innovyze will be in the amount of \$14,345. Innovyze is uniquely able to provide support for this proprietary software product. TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding procedures.

Sincerely,

A handwritten signature in blue ink, appearing to read "DC", written over a light blue circular stamp.

David Carmody
Purchasing Agent

DC/gh



City of Chattanooga

Purchasing Department

August 7, 2013

Chief Bobby Dodd
Administrator
Police Department
3410 Amnicola Highway
Chattanooga, TN 37406

Subject: 80589 – Software Subscription – Police Department
Organization 1100.H.H00101.702221

Dear Chief Dodd:

Council approval is recommended to issue an agreement for annual software subscription and support. The proposed software subscription and support agreement will cover the services of the Online Investigative System for the Police Department. The term of this agreement shall be for one (1) year.

This proprietary purchase from LeadsOnline for the subscription and support will cost \$13,788.00 annually. A copy of LeadsOnline Invoice number 224568 dated June 1, 2013 is attached.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding procedures.

Respectfully yours,

David Carmody
Purchasing Manager

DC/dt

Attachment

Purchase Requisition 80589 for Allison, Patricia (13,788.00 USD)

Back Step 5 of 8 Next Approve Reject Send to IS Reassign Request Information

From Allison, Patricia Description LeadsOnline Total Track Plus Metal Theft Investigation System, PowerPlus -
 To Purchase Approval Pool Renewal Contract Date: 8/1/13 - 7/31/14 Inv #: 224568
 Sent 05-Aug-2013 18:58:18 Requisition Total 13,788.00 USD
 Due 12-Aug-2013 18:58:18 Estimated Tax 0.00 USD
 ID 747383 Attachments

Requisition Lines

Line Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1 LeadsOnline Total Track Plus Metal Theft Investigation System, PowerPlus - Renewal Contract Date: 8/1/13 - 7/31/14 Inv #: 224568	LeadsOnline LLC	H00101	Year	1	13788	13,788.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Allison, Patricia D	Submitted	30-Jul-2013 08:15:09	
2	Talley, Debbie J	Approved	30-Jul-2013 08:18:17	
3	Ramsey, Daniel A	Approved	30-Jul-2013 08:24:01	
4	Maffett, Stanley Caldwell	Approved	30-Jul-2013 10:49:07	
5	Dodd, Bobby H	Approved	31-Jul-2013 10:17:42	
6	Eckert, Doug C.	Approved	02-Aug-2013 17:20:39	
7	White, Simone M	Approved	05-Aug-2013 18:58:18	

Related Applications

- Edit Requisition
- View Requisition Details
- Open Document

Response

Note

Return to Worklist Back Step 5 of 8 Next Approve Reject Send to IS Reassign Request Information

79950



Chattanooga Police Department
3300 Amnicola Highway
Chattanooga, TN 37406

Attn: Chief Bobby Dodd

Invoice #: 224568
Invoice Date: 6/1/2013
Customer #: CHTNPD
Terms: Due 08/1/13
Our Tax ID #: 42-1720332

INVOICE

Status:		P.O. Number:
CSCS08...		
Months	Description	Total
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal	13,788.00

We've moved! Please change your records to reflect our new address:

LeadsOnline LLC
6900 Dallas Parkway, Suite 825
Plano, TX 75024

Contract Dates:
08/1/13 - 07/31/14

Thank you for your subscription. Please remit payment to:
LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024

To pay by credit card, please call 972-331-7748
We accept American Express, Visa, MasterCard, and Discover Card
We also accept Direct Deposit | Electronic Funds Transfer | ACH

Purchase Orders should be emailed to accounting@leadsonline.com

Total Due: \$13,788.00

Please call 972-331-7748 or email accounting@leadsonline.com should you have any questions about this invoice.

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, **August 1, 2013** is made between **Chattanooga Police Department** ("City") and **LeadsOnline LLC** ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains at its web site a confidential investigations system accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes.

City desires to utilize the electronic system to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

I. DEFINITIONS

- 1.1 "**Authorized Officials**" means duly authorized law enforcement personnel of City.
- 1.2 "**Data**" includes but is not limited to the ticket number, item number, make, model, property description and serial number of merchandise sold to a Dealer or used as loan collateral by a Secondhand Dealer, and other non-public personal information pertaining to any customer(s) involved in the aforementioned transactions (including for example, customers' names, addresses, identification numbers and any images) collected by Dealer during course of a transaction.
- 1.3 "**Law Enforcement Agency**" means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement.
- 1.4 "**Secondhand Dealer**" means any person or entity that purchases pre-owned personal property other than Scrap Metal and/or uses personal property as loan collateral and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.5 "**Scrap Metal Dealer**" means any person or entity that purchases ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, and furnishes Data relative thereto to Leads for inclusion in Leads' database.

- 1.6 "Scrap Metal" includes materials purchased by Scrap Metal Dealers including but not limited to iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, catalytic converters.
- 1.7 "Dealer" means Secondhand Dealer and/or Scrap Metal Dealer as specified in Attachment "A". If either Secondhand Dealer or Scrap Metal Dealer is not specified in Attachment "A", only the specified Dealer type will apply.

II.

APPOINTMENT

- 2.1 Subject to the terms of this Agreement, City hereby appoints Leads as its agent, as such term is utilized in the Gramm-Leach-Bliley Act of 1999 (the "GLBA"), for the sole purpose of collecting, maintaining and disseminating Data from Dealers. This agency appointment is effective as of the registration date of City's initial user.

III.

AGREEMENTS AND RESPONSIBILITIES OF CITY

- 3.1 City agrees that City's use of the Data displayed at Leads' web site will be for the purpose of identifying stolen merchandise and/or persons suspected of involvement in crimes.
- 3.2 City agrees to not divulge Data or information obtained through City's access to Leads' web site to anyone other than Authorized Officials and persons with City's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA.
- 3.3 City agrees to not access information from Leads' web site for purposes of gathering information from outside of City's jurisdiction for any third party, including private parties and other law enforcement agencies.
- 3.4 City agrees that passwords provided by Leads to City enabling City to utilize Leads' web site will be made known only to Authorized Officials of City and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic system at Leads' web site. City will notify Leads when Authorized Officials leave the agency, change duties, or are otherwise no longer authorized to access Leads' investigations system.
- 3.5 City agrees not to use the Data or information displayed at Leads' web site for any unlawful purpose, or in any manner, which may create liability for Leads or Dealers. City agrees its use of the Data or information contained at Leads' web site will not be other than as permitted by law or the rights duly granted to City in carrying out City's official duties.
- 3.6 City agrees to act in accordance with local laws and procedures when confiscating an item found in a business outside of City's jurisdiction.

- 3.7 City agrees to submit accurate information, including but not limited to valid identity of Authorized Officials establishing accounts to access the system and City case numbers for specific items and/or suspects in conducting any search or use of Leads' web site.
- 3.8 City agrees to change its password(s) every 90 days.
- 3.9 City is responsible for ensuring that City's hardware can connect to Leads' website via the Internet.
- 3.10 City is responsible for ensuring compliance among businesses in City's jurisdiction. City agrees to not discourage Dealers from furnishing Data to Leads.

IV.

AGREEMENTS AND RESPONSIBILITIES OF LEADS

- 4.1 Leads agrees to operate and maintain an electronic investigations system at its web site for the purpose of receiving and disseminating Data from Dealers for the use of Law Enforcement Agencies.
- 4.2 Leads agrees to provide system capabilities in accordance with Attachment "A" attached to this Agreement which by this reference is incorporated herein.
- 4.3 Leads agrees to implement commercially reasonable efforts to perform, as well as developments and modifications to Leads' web site and on Leads' infrastructure in a manner that is not disruptive to City.
- 4.4 Leads agrees to facilitate City's access to the Data by passwords and user names selected by City within reasonable parameters established by Leads.
- 4.5 Leads agrees to provide City with secure access to a report detailing the usage of Leads' web site by Authorized Officials.
- 4.6 Leads' client support and training is available to City at no additional cost when performed by telephone or email between the hours of 7:30 AM and 5:30 PM Central Time. City may request Leads to travel to City's location for specialized training and support. Special services including after-hours support and on-site training may be provided upon mutual agreement, and may include rates for time, materials, travel, and miscellaneous expenses as agreed upon by the parties.

V.

CONDITIONS FOR CITY'S ACCESS AND USE OF LEADS' WEB SITE

- 5.1 By entering into this Agreement, City represents it is a Law Enforcement Agency as that term is defined in Section I. City's appointment of Leads as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of City, as is contemplated by the GLBA.

- 5.2 Leads may modify or upgrade any aspect(s) of Leads' web site at any time without notice to City.
- 5.3 All Data is provided solely by Dealers using Dealers' proprietary operational software according to the laws and practices enforced in Dealer's jurisdiction. Therefore, Leads cannot and does not represent or endorse the completeness, accuracy or reliability of the Data displayed through Leads' web site, nor the functionality of Dealer's operational software. City acknowledges that any reliance by City or any Law Enforcement Agency upon any Data or other information displayed or distributed through Leads' web site shall be at City's sole risk.
- 5.4 Leads reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Leads' sole discretion is inaccurate, incomplete or is in violation of local, state and/or federal law.

VI.
TERM

- 6.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years or until termination by Leads or City as described below. City will pay subscription fees according to the schedule set forth in Attachment B which by this reference is incorporated herein.
- 6.2 This Agreement may be renewed for successive additional one-year terms upon mutual agreement of the parties prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, City agrees to pay Leads an annual subscription fee for the renewal period within 30 days of invoice.
- 6.3 City may immediately and without notice, terminate this Agreement, at City's sole option, if Leads fails to perform any material obligation required of Leads under this Agreement; or violates any laws, rules or regulations. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date Leads commits any breach described above until the end of the applicable service period.
- 6.4 City may terminate this Agreement by providing 60 days notice to Leads prior to the next applicable service period if funding to make the next scheduled payment is not appropriated to the City for this Agreement.
- 6.5 Leads may immediately and without notice, terminate this Agreement for cause, at Leads' sole option, if City: (a) fails to pay any annual subscription fee owed to Leads within 30 days of invoice; (b) fails to perform any material obligation required of City under this Agreement; (c) violates any laws, rules or regulations.
- 6.6 Leads may immediately and without notice terminate this agreement if in Leads' sole discretion, Leads determines that providing City with access to Leads' system creates liability for Leads. If termination occurs under this paragraph, Leads shall remit to City on a

pro-rated basis that portion of the annual subscription fee paid by City from the date of termination until the end of the applicable service period.

VII.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LEADS' WEB SITE AND LEADS' SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. LEADS' WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN LEADS' WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LEADS' WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEADS SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF LEADS' WEB SITE BY CITY, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

VIII.

INDEMNIFICATION

- 8.1 Leads shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City's employees arising out of or related to City's use of Leads' web site.

City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Leads' employees arising out of or related to operation or use of Leads' website. If both Leads and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Leads and City under this Agreement, Leads and City shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

Leads shall indemnify, hold harmless, protect and defend City and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the

Data or any other breach of this Agreement by City, Leads' liability under this paragraph 8.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by City.

IX.

COPYRIGHT/REVERSE ENGINEERING/RECORDS REQUESTS

- 9.1 Leads' web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Leads' web site are only for the purpose described herein. All materials contained on Leads' web site are protected by copyright, and are owned or controlled by Leads or the party credited as the creator of the content. City will abide by any additional copyright notices, information, or restrictions contained in any content on Leads' web site.
- 9.2 City agrees not to decompile or otherwise copy or use the Leads' web site for purposes of reverse engineering or reconstruction, and will not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any materials it obtains from Leads or Leads' system.
- 9.3 Data is not considered by the parties to fall into the category of public record unless otherwise specified by law in City's jurisdiction. If Leads receives a request for records from parties other than Law Enforcement Agencies, courts, or other official sources regarding City personnel or Data from City's jurisdiction, Leads will refer the request to City. If any third party requests City to provide information involving Leads' materials or Data, City will make reasonable efforts to limit disclosure to that which is specifically required by law to be disclosed. City will obtain, to the extent possible, confidential treatment for information by any authority requiring delivery of information.

X.

MISCELLANEOUS

- 10.1 Leads may assign or delegate all or part of Leads' rights or duties under this Agreement without notice to City. City may not make any assignment of this Agreement without Leads' prior written consent, which will not be unreasonably withheld.
- 10.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to City.
- 10.3 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are CITY and Leads.

- 10.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.
- 10.6 This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.
- 10.7 In the event City submits any work order, purchase order, performance or delivery request or the like (the "Initiation Document"), any term or provisions contained therein which purports to modify or enlarge the obligations or liabilities of Leads shall not be effective without the express written consent thereto by Leads. The mere acceptance by Leads of an Initiation Document and/or Leads' performance or delivery of goods and services thereunder shall not constitute or imply its consent to the modification or enlargement of its obligations and liabilities under this Agreement.

LEADS

LeadsOnline LLC

Signature: 

Print Name: David K. Finley

Title: President & CEO

Date: 6/2/13

Address: 6900 Dallas Parkway, Suite 825

Plano, Texas 75024

Federal Tax I.D. # 42-1720332

CITY

Chattanooga Police Department

Signature: 

Print Name: BOBBY H. DODD

Title: Chief

Date: 7-15-13

Address: 3300 Amnicola Highway

Chattanooga, TN 37406

AGENCY AGREEMENT - Attachment 'A'

POWERPLUS PACKAGE INCLUDES:

- Online reporting system for all Secondhand Dealers
- Accounts for an unlimited number of Authorized Officials
- Images of property, sellers, vehicles, thumbprints, signatures as provided by reporting businesses
- System updates, training and support for Authorized Officials, Secondhand Dealer personnel, and Scrap Metal Dealer personnel
- Store monitor compliance tools
- Three (3) years history plus current year (Free archive retrieval for cold cases)
- Report It citizen property inventory system
- NCIC automated stolen property reports
- Nationwide search access to transaction Data from Secondhand Dealers
- Hit alerts to mobile phones
- BOLO (continuous, saved) searches (405 entries)
- eBay First Responder Service
- Persons of Interest (POI) Inter-agency communication system (2,000 entries)
- Online reporting system for all scrap metal dealers
- Nationwide search access to transaction Data from Scrap Metal Dealers
- CompStat mapping System
- Statement Analyzer System
- Case Search System

AGENCY AGREEMENT – Attachment ‘B’

SUBSCRIPTION FEE SCHEDULE

POWERPLUS SERVICE PACKAGE

Each of the first three full twelve (12) month service periods:

\$13,788

OTHER TERMS

There will be no increase in the annual Subscription fee during the first three full twelve month periods.

Payments are due upon execution of this Agreement and on the first day of each of the service periods during the term.



City of Chattanooga

Purchasing Department

August 12, 2013

**Mr. Lurone Jennings, Sr.
Administrator
Youth and Family Development
501 West 12th Street
Chattanooga, TN 37402**

Subject: R80710 – Liability Insurance – Youth and Family Development

Dear Mr. Jennings:

Council approval is recommended to issue a contract for Liability Insurance for the Youth and Family Development Department.

This propriety supplemental purchase from Tennessee Municipal League government pool (brokered by BB&T Insurance Services) located in Atlanta, Georgia, will be in the amount of \$37,770. A memorandum of justification from the Department Administrator and invoice number 1420070-N from the supplier are attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding procedures.

Respectfully yours,

**David Carmody
Purchasing Agent**

DC/dp

Attachments



City of Chattanooga

Mayor Andy Berke

August 1, 2013

David Carmody
Purchasing Manager
City of Chattanooga

Dear Mr. Carmody:

The Department of Youth and Family Development is submitting Requisition 80710 for City Council approval. The Tennessee Municipal League has submitted the attached invoice in the amount of \$37,770.00 for the Liability Insurance Policy brokered by BB&T Insurance Services.

BB&T submitted the attached insurance specifications to other vendors as listed on page 14 of the insurance proposal. All vendors declined to submit a quote.

As you can see from the attached fact sheet and brochure, TML is a government pool established through legislation. On page 2, you will note under Purchasing Insurance from the Pool, that TCA Section 29-20-407 Chapter 20, Governmental Tort Liability Act, states that "Any governmental entity may purchase any of the insurance allowed by this chapter, without the necessity of public bidding, as required by any public or private act or charter restriction, if such insurance is purchased through a plan authorized by any organization of governmental entities representing cities and counties." TML is such an entity.

We are requesting approval of payment in the amount of \$37,770 payable to the Tennessee Municipal League for liability insurance coverage for the Department of Youth & Family Development.

If you need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Donna Stone".

Donna Stone
Administrator

THE
TML POOL

Tennessee's Leader in Risk Management Services

(800) 624-9698

LOCATION CODE: 0506

Invoice Date: 7/19/2013

CHATTANOOGA YOUTH AND
 FAMILY DEVELOPMENT
 501 WEST 12TH STREET
 CHATTANOOGA, TN 37405-3821



Invoice Due Date: 9/2/2013

Invoice Number: 1420070-IN

Customer Number: 20-0102440

Agent Number: 1157

Code	Description of Coverages	Amount
23C	GENERAL LIABILITY	19,974.00
25C	ERRORS OR OMISSIONS LIABILITY	17,403.00
24C	PRIVACY/NETWORK LIABILITY	1,306.00
33C	AUTOMOBILE LIABILITY	11,852.00
43C	AUTO PHYSICAL DAMAGE	2,481.00
DCL	MEMBER DIVIDEND CREDIT - LIA	15,246.00-

Please send a copy of invoice with remittance to:

Total Invoice: 37,770.00

TML RISK MANAGEMENT POOL
 P.O. BOX 116553
 ATLANTA, GA 30368-6553

FINANCE CHARGES ACCRUE AT 1.0% PER MONTH AFTER INVOICE DUE DATE OR POLICY DATE, WHICHEVER IS LATER

THE TML RISK MANAGEMENT POOL AND ITS SERVICES

Creation of the TML Pool

Traditionally the insurance industry has followed up-and-down cycles. The reasons for these cycles vary; but, may be triggered by changes to the legal system, competitive atmospheres, changes in company philosophy, etc. When premiums are high and losses are low, insurance companies compete for new business by lowering rates. Once losses begin to occur, premiums are raised to cover these losses. Eventually, premiums are lowered again to attract more new business. Insurance consumers must endure the unpredictability of these "soft" and "hard" market cycles that are beyond their control. The stability of the insurance industry continues to be of concern.

The enactment of the Tennessee Governmental Tort Liability Act, in 1973, created one of these cycles for municipal liability coverages. This change to the legal system made liability insurance unavailable or unaffordable. Tennessee local governments had to have a stable market for this insurance.

This concept was not unique. Municipalities in other states had used the interlocal cooperative approach to provide for different types of municipal insurance needs. The specific purpose of this first ever municipal liability pool would be to provide affordable, dependable liability coverage for the cities, towns and related public entities of Tennessee. Several thousand public entities nationwide now participate in governmental pools, rather than purchase commercial insurance.

An Insurance Pool . . . Not an Insurance Company

The TML Pool was created to provide insurance coverage to local governments; however, it is not an insurance company. A pool is a cooperative risk sharing arrangement that works in many ways like a traditional insurer. Participating members pay a premium, receive coverage, and make claims against that coverage.

Based on the fact that entities of like purpose can, in most cases, better serve themselves, pool members gain several advantages:

- * Members avoid the unpredictable ups and downs (cycles) of the traditional market.
- * Rates, coverages, and services are based solely on Tennessee municipal exposures.
- * Structure of the Pool makes it more flexible and more responsive to the needs of members.

The unique relationship between local governments and the TML Pool sets us apart from traditional insuring methods. The TML Pool is a risk management, coverage/service provider and has the advantage of being able to tailor coverages and services for local government needs and through the risk management process, control the costs for these coverages and services.

Purchasing Insurance from the Pool



Even though the Municipal Purchasing Law establishes requirements for competitive bidding and purchasing by local governments, TCA Section 29-20-407 of Chapter 20, Governmental Tort Liability Act, states that "Any governmental entity may purchase any of the insurance allowed by this chapter, without the necessity of public bidding, as required by any public or private act or charter restriction, if such insurance is purchased through a plan authorized by any organization of governmental entities representing cities and counties."

Cities, towns, and other related entities in Tennessee, defined as a "governmental entity" by the Tort Liability Act, may purchase insurance from the TML Pool. In order to meet the insurance needs of Pool members and at the same time effectively control costs, it is often necessary to combine the more traditional insurance coverages with flexible deductible options, fully insured or partially insured arrangements, and risk management alternatives to create custom insurance solutions. All members must meet the TML Pool's guidelines and comply with rules and regulations, including loss control requirements and recommendations, and the underwriting standards established by the Board of Directors.

The TML Pool is structured so that members can designate a local servicing agent to handle their insurance program. The agent's responsibilities, in working with the TML Pool, will be the same as they would with a conventional insurance company. A commission or service fee will be paid for these services. Since the TML Pool is not an insurance company, the agent will not hold a Certificate of Authority with the Pool; but, will be designated as the agent of the municipality - not an agent of the TML Pool.

Underwriting - Determination and Explanation of Coverage

Underwriting is the process of reviewing each member's specific risk exposures, determining acceptability for coverage, and calculating the appropriate premium for that coverage based upon this review. The underwriting standards for the TML Pool are established by the Board of Directors and are directed toward identification of loss exposures and subsequent loss control.

The TML Pool enlists the services of independent actuaries to promulgate base rates that are specifically tailored to the exposures and loss histories of the Pool members. Since we write the coverage for a large number of the cities, towns, and related entities in Tennessee, our rate structure is certainly credible for the exposures rated. The Pool's experience modifications are calculated in conjunction with the annual actuarial studies. This is also the reason the TML Pool does not subscribe to the NCCI Workers Compensation Rates nor the Experience Modification Rating.

Although pool members share the risk, each entity is underwritten and rated based upon that particular entity's exposures and experience. The Base Rates are the starting point for the premium calculation. Your Exposures are what you have insured (number of police officers, types and values of vehicles owned, buildings owned, etc.). Your Experience is your loss ratio (premiums paid versus losses incurred) for the past three years. Your Premium is then calculated by multiplying the Base Rate \times Your Exposures \times Your Experience. This is a simplified version of the formula which includes other factors such as deductible credits, review of loss control recommendations for compliance, etc.

Financial Facts

Using recognized industry experts as actuaries and as auditors, the TML Pool has achieved recognition as a financially sound, professionally managed organization. Rates are actuarially projected to provide adequate funding to cover loss reserves and expenses, as well as building contingency reserves. Loss reserves are actuarially certified in accordance with sound risk financing practices. The latest audited financial statements for the TML Pool are mailed to Pool members in December of each year and are available upon request to members at other times.

A part of your premium is used to establish a loss fund for payment of claims. Another part of your premium is used to purchase reinsurance to cover losses that exceed the Pool's loss fund. The reinsurance is purchased to protect the Pool in a worst case scenario.

Payment of all invoices is expected within forty-five days of the invoice date OR the effective date of coverage, whichever comes later. A late payment charge of 1.0% per month is assessed on any unpaid balance and is prorated on a daily basis. These charges will be applied to any unpaid invoice, including premium, endorsement, or deductible invoices.

Managing Risks through Controlling Losses ... the Primary Focus

When the Pool was organized in late 1979, the Pool Board of Directors made a strong commitment to risk management. Because of this commitment, the Board decided to hire a full time loss control staff rather than contract through a third party for this valuable service. In 1984, the name of the TML Insurance Pool was changed to the TML Risk Management Pool, as loss control (risk management) services are a fundamental part of the comprehensive program to reduce risk and to minimize or to eliminate losses.

A successful loss control program is a combination of elements - loss education, loss reduction, and loss prevention. Loss education teaches the common sense approach to safety and the need to recognize exposures that may be created by actions taken. Loss prevention is the action taken to prevent an accident or injury from occurring. Loss reduction, on the other hand, is the action taken to reduce the severity should an accident or injury occur. Most losses can be prevented or at least minimized by implementing a strong loss control program. Not only do strong commitments to loss control save insurance dollars, they help each member better protect the safety and welfare of its employees and citizens.

The TML Pool Loss Control program, developed specifically for Tennessee municipalities, includes regular on-site exposure surveys with written findings and recommendations. The information gained from these surveys then becomes an important part of the underwriting process. The loss control staff provides the underwriter with accurate and current information about the exposures and operations of each Pool member. Members that refuse to respond to surveys or to implement minimum recommendations can have coverage cancelled. Since the Pool is a partnership of shared risks, unresponsive, poor risk entities cannot be allowed to drain the Pool of needed resources.

Loss control services and activities include regional and on-site workshops and training programs, reference manuals, special bulletins, and an audio-visual library for use by municipalities. Loss control training programs can be designed for a specific group of employees (supervisors, police officers, etc.) or for a specific topic (back injuries, trenching safety, etc.). Whether establishing a new loss control program or evaluating the effectiveness of an established program, the loss control program offered by the TML Pool can help you in your efforts to control all types of losses.

Claims Management

The cheapest claim is the one that never happens. At some point in time you will probably experience a financial loss and have the need to file an insurance claim. The Pool feels that, if at all possible, the claims adjustment (settlement) process should be a positive experience for the member and/or the claimant and should reinforce your reasons for placing your coverage with the Pool.

The TML Pool's claims management philosophy is based on claims administration and litigation procedures tailored to the specific types of claims normally made against municipal coverages. The investigation and settlement (payment or denial) of claims may vary slightly based on the circumstances of each particular occurrence. For instance, the severity of a claim may determine whether it is promptly settled or whether an investigation must be conducted.

In general, upon confirming coverage, each claim is acknowledged and then assigned to an adjuster for investigation. Interviews with claimants, witnesses, and employees of the member are performed to verify the details of the event and to determine the Pool's exposure. When necessary, police reports, fire reports, and medical records, in the case of injury, are obtained to complete the case file. Timely, accurate reporting of every incident is critical. Quick response to a claim can, in many instances, prevent anger, frustration and potential lawsuits.

Should a lawsuit arise, the case is assigned to an attorney, from the Pool's legal defense network. This network is composed of attorneys, from different areas of Tennessee, familiar with the Pool's strategy for defending lawsuits, along with an extensive knowledge of trends in court decisions affecting Tennessee municipalities and related governmental entities.

Claims settlements are made based on previous Tennessee municipal experience, with similar court cases and prior awards taken into consideration. When these court decisions have shown trends toward severe monetary losses to the TML Pool and its members, the Pool will often (but not always) negotiate a settlement rather than incur enormous legal expenses fighting it out in court.

Claims administration is handled, through contract, by Public Risk Services, a professional third party administrator, specializing in Tennessee municipal claims. TML Pool members can be assured that each claim is handled with competence, by a staff of experienced adjusters.

Client Services

Any successful business must operate with some form of marketing strategy. Since its creation in April of 1989, service with integrity has been the primary focus of the Client Services. This service is the foundation on which the Pool was built and we are continuing to build on this foundation.

As time goes by, these efforts will bring a higher level of understanding of each member's unique set of circumstances, giving the Pool a better perspective in dealing with the individual coverage needs of Pool members. Successful client retention will then come from positive public relations and communication with members rather than from sales and premium volume.

The formalization of member education is one of the most effective tools in client retention simply because the Pool staff gets to know who our members are, what each does, and what their insurance and service needs are on an individual basis. The members in turn find out what the Pool is, the coverages that are offered, and the services that can be provided to them. A true communication relationship is then established through education, information communicated to members as well as feedback – whether positive or negative – from these members.



RISK • MANAGEMENT • POOL

Your Partner in Risk Management

What does the Pool do?

When the TML Pool's founding legislation was passed by the Tennessee Legislature in 1979, a unique organization was created for Tennessee cities to provide risk management and insurance services. Providing "the very best in risk management products and services with absolute integrity" became the mission of the Pool.

The Pool strives to accomplish this mission by becoming an extension of your staff. What does that mean? The employees of the Pool want to do whatever it takes to improve your risk management program and ensure you have the coverages and deductible options that are tailored to your specific needs with the lowest premiums possible.

How does the Pool accomplish that?

The Pool offers a wide array of services that are FREE! From loss control to developing deductible options for you to consider, the Pool's goal is to help you with your risk management and insurance needs.

What can the Pool do?

Through our Three Star Approach, we can help you to evaluate the risks and exposures you have, evaluate if the deductibles you currently have are the most advantageous to you, and evaluate the limits of your policies. In addition, the Client Services Department can review your renewal applications with you.

How do we get started?

Please contact the Client Services Department at (800) 624-9698 if you would like to schedule a visit to determine how we can better serve you.



COVERAGES

- General Liability
- Personal Injury Liability
- Errors or Omissions Liability
- Auto Liability
- Auto Physical Damage
- Workers Compensation
- Buildings and Personal Property
- EDP and Mobile Equipment
- Flood and Earthquake



DEDUCTIBLES / RETENTIONS

- Standard
- Non-Standard (NSD)
- Self Insured Retention (SIR)



LIMITS

- Tennessee Governmental Tort Liability
- Non—Tort / Out of State
- Uninsured Motorists
- Property Automatic Coverages

Three Star Review

Coverages
Deductibles / Retentions
Limits



CONTACT INFORMATION

(800) 624-9698

PRESIDENT

Dawn Crawford

CLIENT SERVICES DEPARTMENT

Randy Williams
Halie Gallik

LOSS CONTROL DEPARTMENT

Michael G. Fann
George Dalton

Casualty Consultants Property Consultants

Judy Housley (E) Bill Magoon (E)
Chester Darden (M) Andrew Lacewell (W)
Paul Chambliss (W)

Executive Assistant

Lottie Scobee

UNDERWRITING DEPARTMENT

Jon Calvin

Underwriters

Jodeen Baumann (E)
Anthony Roman (M)
Pam Lennon (W)
Doris Baron (Assistant)

Underwriting Assistant

Janine Helton

TML Pool Claims

Liability & Property Workers Compensation

Bob Bell Michelle Williams

or other assigned adjuster



RISK • MANAGEMENT • POOL

**Your Partner in Risk Management
Since 1979**



RISK • MANAGEMENT • POOL

**Protecting Public Resources
since 1979**

Three Star Review

**Coverages
Deductibles / Retentions
Limits**

TML Risk Management Pool
5100 Maryland Way
Brentwood, TN 37027

Phone: (800) 624-9698

Fax: (615) 377-3067

E-mail:

memberservices@tmlrmp.org

Client Services Department
(800) 624-9698

