

Hamilton County Board of County Commissioners

AGENDA

May 15, 2024

ROLL CALL

INVOCATION - **Commissioner Helton**

PLEDGE TO THE FLAG - **Commissioner Helton**

Presentation	Commissioner Warren Mackey will honor the Chattanooga Prep Boys Basketball Team for winning the 2023 TSSAA Class 1A State Boys' Basketball Tournament. May 15, 2024 Commission Meeting.
Presentation	One Presentation by the Helen Ross McNabb Center to update the Commission on use of funding and overall efforts and work conducted by Helen Ross McNabb.
Minutes	Recessed Meeting - April 24, 2024
Minutes	Agenda Session - April 24, 2024
Minutes	Regular Meeting - May 1, 2024
Report	Procurement PO's Report \$25-50K April 2024
Report	REPORT: FY25 Budget Hearings Notebook for May 8th Budget Hearings.
Res. No. 524-13	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the oaths of Judicial Commissioners, and the oath of Chief Judicial Commissioner.
Res. No. 524-14	A Resolution to reappoint one member to the Hamilton County Health and Safety Hearing Board beginning May 15, 2024 and ending May 15, 2028.
Res. No. 524-15	A Resolution to reappoint two members and appoint one member to the Hamilton County Board of Equalization for two (2) year term beginning May 15, 2024 and ending May 15, 2026.
Res. No. 524-16	A Resolution accepting the appointment of Waller Reese to serve as an alternate member of the Hamilton County Board of Equalization.
Res. No. 524-17	A Resolution confirming the reappointment by the County Mayor of David J. Distefano and David Queen to the Chattanooga-Hamilton County Hospital Authority Financial Review Committee with terms expiring May 7, 2028.
Res. No. 524-18	Resolution Number Not Used
Res. No. 524-19	A Resolution to transfer \$5,800,000 from fund balance of the General Fund to the County Roads Improvement Capital Projects Fund.
Res. No. 524-20	A Resolution recognizing the accomplishment of the Chattanooga Preparatory School Sentinels in winning the 2023-2024 Tennessee Secondary School Athletic Association ("TSSAA") State Basketball Championship and awarding funds from the Hamilton County Schools Champions' Fund for the purchase of championship rings.
Res. No. 524-21	A Resolution making an appropriation to Sale Creek High School in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District One.
Res. No. 524-22	A Resolution making an appropriation to Soddy Daisy High School in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District One.
Res. No. 524-23	A Resolution making an appropriation to The Soddy Daisy & Montlake Historical Association in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District One.
Res. No. 524-24	A Resolution making an appropriation to Soddy Daisy Vietnam Veterans Foundation in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District One.

Res. No. 524-25	A Resolution authorizing the payment of forty-five thousand dollars (\$45,000.00) to Bobby Summitt and his attorneys, the McMahan Law Firm, for full and final settlement of any and all claims for bodily injury arising from a vehicular accident involving a Hamilton County Ambulance on October 3, 2021.
Res. No. 524-26	A Resolution authorizing Hamilton County's acceptance of .50 acres of property to be conveyed by the Hamilton County Board of Education (HBOE) for an expansion opportunity at the Dallas Bay Volunteer Fire Department and authorizing the County Mayor to execute any and all documents relative to the property transfer at no cost, other than necessary costs or legal fees associated with the conveyance.
Res. No. 524-27	A Resolution accepting the proposals from Garland/DBS, Inc. from the Omnia Partners Public Sector Purchasing Cooperative for the replacement of existing roofs at various designated County buildings, amounting to a total of \$172,473.40 for the Hamilton County Facilities Maintenance Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 524-28	A Resolution accepting the proposal from Tim Payne Painting to paint garages PLM 1 and PLM 2 at the Cromwell Public Works Complex in an amount totaling \$142,516.50 for the Hamilton County Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 524-29	A Resolution to relinquish Hamilton County interest in a 2003 Hummer-V HU2 Co-Titled with Mowbray Volunteer Fire Department.
Res. No. 524-30	A Resolution authorizing the County Mayor to sign a continuation contract between the Tennessee Department of Health and Hamilton County Health Department, for fiscal year July 1, 2024 - June 30, 2025, in an amount not to exceed \$1,171,400.00 to provide care coordination in accordance with the Department of Health's Community Health Access and Navigation in Tennessee (CHANT) model and guidelines.
Res. No. 524-31	A Resolution approving a Software Support and Maintenance contract from ESRI, Inc., for one (1) year, beginning June 9, 2024, through June 8, 2025, for the Geospatial Technology Department amounting to \$87,380.00, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 524-32	A Resolution authorizing the County Mayor to amend Resolution no. 923-19 to increase the revenue and expenditure budgets of the Hamilton County Recovery Court an additional \$21,250 in response to an increase in the FY24 Felony Recovery Court Program grant award from the Tennessee Department of Mental Health and Substance Abuse Services from \$488,750 to \$510,000 and to sign any documents related to this Resolution.
Res. No. 524-33	A Resolution approving the purchase of an annual software maintenance contract for Inform RMS Software amounting to \$115,305.23 from CentralSquare Technologies, LLC beginning August 7, 2024 through May 31, 2025, for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 524-34	A Resolution to waive the Procurement Rules and authorize the County Mayor to transfer a surplus vehicle to Blount County Government.
Res. No. 524-35	A Resolution to amend the County general fund budget by transferring one hundred and sixty thousand dollars (\$160,000) from the operating budget of the Alternative Sentencing Department into the capital outlay budget to purchase two new vehicles for the Courts Community Service Program (Litter Grant).
Res. No. 524-36	To amend Resolution 722-52 in order to reallocate \$150,000 in funds received from the Federal American Rescue Plan Act (ARPA) to different Parks and Recreation projects based on a reevaluation of needs and priorities.
Res. No. 524-37	A Resolution to amend Resolution 1223-11 and to accept a Connected Communities Facilities grant in the amount of \$1,421,028.00 from the Tennessee Economic and Community Development Broadband Office with a 10% county funds match required and to include in the Parks and Recreation FY 2025 revenue and expenditures budget and to sign any documents related to this Resolution.
Res. No. 524-38	A Resolution approving the purchase and delivery of inclusive park equipment for McDonald Farm Park, Harrison Center, and Enterprise South Nature Park for Parks and Recreation from Playcore Wisconsin Incorporated from the Omnia Purchasing Cooperative amounting to \$64,779.79, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

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| Res. No. 524-39 | A Resolution Authorizing The County Mayor To Sign A Contract In The Amount of \$1,073,704.32 With The Tennessee Department Of Transportation For The Hamilton County Courts Community Service Program With a Contract Period Beginning July 1, 2024 And Ending June 30, 2026 |
| Res. No. 524-40 | A Resolution authorizing Alternative Sentencing to apply for an \$850,000 Bureau of Justice Assistance (BJA) Second Chance Act Smart Supervision Grant with No Match Improve Outcomes for Adults on Community Supervision. |
| Res. No. 524-41 | A Resolution approving lighting improvements at Mowbray Park in an amount not to exceed \$49,646.00 for the Hamilton County Parks and Recreation Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 524-42 | A Resolution to Rezone from A-1 Agricultural District, R-2A Rural Residential District and M-3 Warehouse and Wholesale District with Conditions to R-T/Z Residential Townhouse / Zero Lot Line District with Conditions for the Property Located at 7731 Hixson Pike. |
| Res. No. 524-43 | A Resolution Granting a Special Permit for an Assisted Living Care Facility for the Property Located at 9101 Amos Road. |

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
APRIL 24, 2024

STATE OF TENNESSEE ☐ Recessed Meeting

COUNTY OF HAMILTON ☐ April 24, 2024

BE IT REMEMBERED that on this 24th day of April 2024, 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 Jeff Eversole, Chairman. County Clerk Bill Knowles called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Steve Highlander, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith, and Chairman Jeff Eversole. Commissioner Lee Helton was absent. Total present - 10. Total absent - 1.

Also in attendance were County Mayor Preston Samp, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Chris McCollough.

RECESSED MEETING
AMITON COUNTY BOARD OF COMMISSIONERS
APRIL 24, 2024

Chairman Eversole invited Clerk Knowles to give the invocation. Chairman Eversole led in the pledge to the flag.

Being no further business, Chairman Eversole declared the Recessed Meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**□AMI□TON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRI□ 24, 2024**

STATE OF TENNESSEE	□	Agenda Preparation Session
COUNTY OF □AMI□TON	□	April 24, 2024

□**E IT REMEM□ERED**, that on this 24th day of April 2024, 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 Jeff Eversole, Chairman. County Clerk Bill Knowles called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Steve Highlander, Commissioner □arren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith, and Chairman Jeff Eversole. Commissioner Lee Helton arrived before committee assignments. Total present - 11. Total absent -0.

Also in attendance were County Mayor □eston □amp, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Chris McCollough.

**AMITON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 24, 2024**

COMMITTEE ASSIGNMENTS

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

- The Trustee's Monthly and Excess Fee Reports for March 2024 would be submitted for the record.
- Resolution No. 524-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolutions Nos. 524-3 and 524-4 were assigned to the Finance Committee, chaired by Commissioner Smith.
- Resolution No. 524-5 was assigned to the Delinquent Tax Property Committee, chaired by Commissioner Mackey.
- Resolution Nos. 524-6 through 524-8 were assigned to the Building and Economic Development Committee, chaired by Commissioner Helton.

Commissioner Smith, Chairman of the Finance Committee, stated the Finance Committee would meet in the Commission Room immediately following the adjournment of today's Agenda Preparation Session.

Commissioner Mackey, Chairman of the Delinquent Tax Property Committee, stated the Delinquent Tax Property Committee would meet in the Commission Room immediately following the Finance Committee.

**AMITON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 24, 2024**

Commissioner Helton, Chairman of the Building and Economic Committee, stated the Building and Economic Committee would meet in the Commission Room immediately following the Delinquent Tax Property Committee.

ANNOUNCEMENTS

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Mackey stated he would like to bring forth a resolution and share it with the Commission. He stated he looks for guidance on what to do. He noted this resolution is designed to strengthen the language for commissioners with satellite offices.

Clerk Knowles stated No. 524-9 will be assigned to the resolution.

Chairman Eversole asked Deputy Clerk Jennifer Smith to read Resolution No. 524-9 into the record.

**AMITON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 24, 2024**

COMMITTEE OF THE WHOLE RESOLUTION NO. 524-9

Commissioner Mackey spoke regarding this item, which establishes guidelines for satellite county commission district offices and re-establishes the annual appropriation.

In response to Commissioner Graham's question, Commissioner Mackey stated this resolution does not increase the expense amount for Commissioners.

In response to Commissioner Baker's question, Chief Financial Officer Lee Brouner stated the current allocation to commissioners annually is \$15,000.00 for office expenses, travel costs, and discretionary purposes.

In response to Commissioner Baker's question, Attorney Taylor stated if the Resolution passes it would take the annual allocation to \$16,200.00.

Commissioner Sharpe stated this resolution aims to maintain the current annual allocation. He noted they can amend the resolution to clarify its language during next week's Regular Meeting.

**AMITON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 24, 2024**

In response to Commissioner Highlander's question, Attorney Taylor stated using funds for a satellite office has already been approved.

In response to Commissioner Smith's question, Attorney Taylor stated that this resolution clarifies what is already in practice and adds specifications about satellite offices.

Commissioner Beck announced the new Victims Memorial Park groundbreaking ceremony will take place at 11:00 a.m. on April 29, 2024, at 3700 Amnicola Highway. He urged everyone to participate.

Commissioner Highlander announced an Education Committee Meeting today after the committee meetings. The meeting will be held in the Mayor's Conference Room.

Commissioner Graham commended Deputy Director for Community Development Ladarius Price and staff for putting together a Welcome Home ceremony honoring Usher. He also apologized to Commissioner Shipley for a comment he made during last week's commission meeting.

**AMITON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 24, 2024**

In response to Chairman Eversole, Commissioner Graham stated the Short-Term Vacation Rental (STVR) resolution would be on the May 29, 2024, Agenda Preparation Session and June 5, 2024, Regular Meeting. He noted they will be setting up meetings before coming to the commission to try and come to a conclusion on STVRs.

DELEGATIONS

Chairman Eversole asked for delegations on matters other than zoning.

Monty Bell, a homeless journalist for the Grey-Haired Foxx, stated he resides at 625 Georgia Avenue. He spoke about a court case he is involved in and the harassment he has encountered by deputies in Hamilton County. A copy of the court filing has been filed with the Clerk's Office.

Monty Reeves, residing at 1835 Clearview Drive, thanked the Commission for a grant they approved for \$561,000.00 over a year ago for his faith-based sober living home. He spoke about the impact it has made in the community and the ability to increase help within the community by 25%.

**AMITON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 24, 2024**

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

STATE OF TENNESSEE ☐ Regular Meeting

COUNTY OF AMITON ☐ May 1, 2024

BE IT REMEMBERED that on this 1st day of May 2024, 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 Jeff Eversole, Chairman. Chief Deputy Clerk Brooke Weaver called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Lee Helton, Commissioner Steve Highlander, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith, and Chairman Jeff Eversole. Total present - 11. Total absent -0.

Also in attendance were County Mayor Weston Kemp, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Chris McCollough. Mr. McCollough arrived during Resolution No. 524-9A.

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.

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

Commissioner Helton invited Attorney Rheubin Taylor to offer the invocation.

Commissioner Helton led in the pledge to the flag.

PRESENTATION RECOVERY DRUG COURT

Recovery Court Program Director Shannon Morgan provided an overview of the Hamilton County Recovery Court, which is a court-supervised program for high-risk/high-need individuals diagnosed with Substance Use Disorder who are Justice-Involved in Hamilton County. She stated the program is a minimum of 16 months, including treatment participation, case management services, supervision requirements, and the involvement of a multidisciplinary team consisting of the Judiciary, Assistant District Attorney, Public Defenders, Private Defense Attorney, Probation Officers, Alternative Sentencing, Police Officers, Treatment Providers, and Case Managers. A copy of the presentation has been filed with the Clerk's Office.

Commissioner Highlander thanked everyone for their excellent work with this program.

Criminal Court Judge Amanda Dunn thanked Commissioners for their continued support of the Recovery Court program. She stated taxpayer dollars are being well spent.

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

General Sessions Court Judge Alexander McVeagh commended Ms. Morgan and her staff for the success of today's recovery court and thanked the Commission for allowing them to present.

Commissioner Sharpe thanked everyone who is part of the Recovery Court. He noted the numbers show that this is a growing need in our community and nationwide. He stated the impact of recovery on family members has implications well beyond the here and now. He noted helping individuals get to a place where they can contribute to a healthier environment is God's work. He commended the Commission for stepping up and funding these programs to provide these services to the community. He also spoke about Judge McVeagh and the champion he has been in sessions court. He noted there will be big shoes to fill if he wins his upcoming election.

Chairman Eversole asked all supporting staff with Recovery Court in the audience to stand. A round of applause was given.

Chairman Eversole stated the 90% success rate in Recovery Court is due to the staff and their actions. He noted how proud he is of everything they are doing. He noted we need more people in society who are trying to help people and save lives.

Judge Dunn extended an open invitation to commissioners. She noted Drug Court is held every Monday in Felony Court at 12:15 PM and Misdemeanor Court at

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

3:00 PM. She noted Mondays are one of the most uplifting days they have in the criminal justice system.

APPROVAL OF MINUTES

ON MOTION of Commissioner Chauncey, seconded by Commissioner Highlander, that the minutes of the Recessed Meeting of April 10, 2024, the Agenda Preparation Session of April 10, 2024, and the Regular Meeting of April 17, 2024, be approved, treated the 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 Baker, ☒ Aye, ☐ Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey, ☒ Aye, ☐ Commissioner Graham, ☒ Aye, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐ Commissioner Shipley, ☒ Aye, ☐ Commissioner Smith, ☒ Aye, ☐ and Chairman Eversole, ☒ Aye. ☐ Total present ☐ 11. Total absent ☐ 0. Total ☒ Aye ☐ votes ☐ 11. Total ☐ Nay ☐ votes ☐ 0.

TRUSTEE REPORT

The Trustee's Monthly and Excess Fee Report for March 2024 was submitted and made a matter of record.

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REGULAR MEETING
May 1, 2024**

**RESOLUTION NO. 524-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF
NOTARIES PREVIOUSLY ELECTED, AND THE OATH OF DEPUTY SHERIFF.**

ON MOTION of Commissioner Graham, seconded by Commissioner Shipley, to
adopt Resolution No. 524-1.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following
members of the County Commission being present and voting as follows:
Commissioner Baker, ☒ Aye, ☐ Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey,
☒ Aye, ☐ Commissioner Graham, ☒ Aye, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner
Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐
Commissioner Shipley, ☒ Aye, ☐ Commissioner Smith, ☒ Aye, ☐ and Chairman Eversole,
☒ Aye. ☐ Total present ☐ 11. Total absent ☐ 0. Total ☒ Aye ☐ votes ☐ 11. Total ☐ Nay ☐ votes ☐
0.

RESOLUTION NO. 524-2 RESOLUTION NUMBER NOT USED

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

DATE ITEM

**RESOLUTION NO. 524-9 A RESOLUTION ESTABLISHING GUIDELINES FOR
STATEWIDE COUNTY COMMISSION DISTRICT OFFICES AND RE-ESTABLISHING
THE ANNUAL APPROPRIATION.**

No action was taken.

DATE ITEM

**RESOLUTION NO. 524-9A A RESOLUTION ESTABLISHING GUIDELINES FOR
STATEWIDE COUNTY COMMISSION DISTRICT OFFICES AND RE-ESTABLISHING
THE ANNUAL APPROPRIATION.**

ON MOTION of Commissioner Sharpe, seconded by Commissioner Beck, to
adopt Resolution No. 524-9A.

Commissioner Mackey stated he had a document he wanted to pass out. At this
time, Commissioner Mackey read his statement into the record. A copy of the
statement has been filed in the Clerk's Office.

In response to Commissioner Graham's question, Chairman Eversole stated he
believes this resolution is setting guidelines.

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In response to Commissioner Beck's question, Chairman Eversole stated the Comptroller's Office never contacted him. He noted Chief Financial Officer Lee Brouner has no authority to say "Yes" or "No" to the Commission.

In response to Commissioner Beck's question, Chief of Staff to the Mayor, Claire McVay, stated former Hamilton County Auditor Jenneth Randall informed the Mayor's Office she had findings that she was required by law to turn over to the State Comptroller's Office.

Mrs. Randall stated while conducting an audit of funds paid by commissioners to other entities, an irregularity was discovered in a check endorsement by Commissioner Mackey rather than the organization to which the check was made payable. She noted she was not involved with any investigation into Mackey's office expenses. She stated anyone could have sent an anonymous tip to the Comptroller's Office about Mackey's office.

Mr. Brouner stated any indication of a fraudulent act has to go to the Comptroller by state law. He noted on April 18, 2024, he informed Commissioner Mackey he had met the previous day with representatives of the state comptroller who questioned him about Commissioner Mackey's satellite office expense. He stated the representative expressed concern that the office was unoccupied and not in acceptable conditions for

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REGULAR MEETING
May 1, 2024**

hosting meetings with constituents because the office did not appear to have electricity. He noted he advised Mayor [] amp and Chairman Eversole of the call from the Comptroller and his decision not to pay the four months of rent based on the rules of office expenses established by the commission (Resolution No. 1118-14).

Commissioner Smith stated the commission does not vote on those payments [] the finance department determines if expenses are reimbursable based on the legislative body's policies.

In response to Commissioner Baker's question, Attorney Taylor stated the legislative body can authorize and de-authorize a payment.

Mrs. McVay stated after the Comptroller's Office spoke to Mr. Brouner, he briefed Mayor [] amp and Chairman Eversole on the conversation. She noted Mr. Brouner does not have the authority to deny the payments [] it has to come from the chair, and that is where the legislative body got involved.

Mr. Brouner stated he has no authority to refuse to pay something he is told to pay. He noted that, in his opinion, it is his job to pay what the commission tells him to pay. He stated when looking at the expense policy that is in effect today, the policy states, [] Commissioners choosing to maintain additional office space in such

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May 1, 2024**

commissioner's district are authorized to rent or use space appropriate for hosting meetings with constituents or other parties relevant to County matters. He noted there is nothing in the policy that allows reimbursement for the rental of space for storage or any space that is not appropriate for hosting meetings with constituents.

Commissioner Highlander stated he would like to amend Resolution No. 524-9A to include storage of materials.

ON MOTION of Commissioner Highlander, seconded by Commissioner Beck, to amend Resolution No. 524-9A to allow satellite offices to include storage of materials and/or meeting with constituents.

In response to Commissioner Sharpe's question, Mr. Brouner stated the Comptroller's Office works on TIPs and complaints. He noted they audit 92 of the 95 counties in Tennessee, and Hamilton County is one they do not, but they contract out for an external audit.

Commissioner Sharpe stated several months ago, the Comptroller reached out asking who the Ethics Committee Chair was, and it was concluded that Commissioner Sharpe was the Chair. Commissioner Sharpe noted the Comptroller has never contacted him.

AMITON COUNTY COMMISSION
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In response to Commissioner Sharpe's question, Mr. Brouner stated after the conversation with the Comptroller's Office, he briefed Mayor [] amp, Chairman Eversole, and Commissioner Mackey. He noted he did not contact the County Attorney.

In response to Commissioner Sharpe's question, Attorney Taylor stated it is within the commission's purview to establish an internal policy for Hamilton County Government.

Commissioner Graham congratulated Mrs Randall on her recent marriage.

Commissioner Graham stated the audit department is required by law to report any findings of fraud to the comptroller. The State Comptroller then decides if they need to go further with the issue and start an investigation. He noted county staff has not done anything wrong. He thanked everyone for doing their job.

In response to Commissioner Baker's question, Hamilton County Auditor Chris McCollough stated in 2021 the audit department did an audit of discretionary funds and found the irregularity of a check Commissioner Mackey had made to an organization and was endorsed by him. The organization had no recollection of the check, so it had to be turned over by state law to the Comptroller's Office. He noted his office did not contact them about his office or furniture. That was the Comptroller's investigation.

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REGULAR MEETING
May 1, 2024**

Commissioner Beck called for the question. Seconded by Commissioner Graham.

The foregoing Motion to call for the question passed on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Baker, ☒ Aye, ☐ Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey, ☒ Aye, ☐ Commissioner Graham, ☒ Aye, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐ Commissioner Shipley, ☒ Aye, ☐ Commissioner Smith, ☒ Aye, ☐ and Chairman Eversole, ☒ Aye. ☐ Total present ☐ 11. Total absent ☐ 0. Total ☒ Aye ☐ votes ☐ 11. Total ☐ Nay ☐ votes ☐ 0.

The foregoing Motion to amend Resolution 524-9A was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, ☒ Aye, ☐ Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey, ☒ Aye, ☐ Commissioner Graham, ☐ Nay, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐ Commissioner Shipley, ☒ Aye, ☐ Commissioner Smith, ☒ Aye, ☐ and Chairman Eversole, ☒ Aye. ☐ Total present ☐ 11. Total absent ☐ 0. Total ☒ Aye ☐ votes ☐ 10. Total ☐ Nay ☐ votes ☐ 1.

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

ON MOTION of Commissioner Highlander, seconded by Commissioner Beck, to adopt Resolution No. 524-9A as amended. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, ☒Aye,☐Commissioner Beck, ☒Aye,☐Commissioner Chauncey, ☒Aye,☐Commissioner Graham, ☐Nay,☐Commissioner Helton, ☒Aye,☐Commissioner Highlander, ☒Aye,☐Commissioner Mackey, ☒Aye,☐Commissioner Sharpe, ☒Aye,☐Commissioner Shipley, ☒Aye,☐Commissioner Smith, ☒Aye,☐and Chairman Eversole, ☒Aye.☐ Total present ☐ 11. Total absent ☐ 0. Total ☒Aye☐votes ☐ 10. Total ☐Nay☐votes ☐ 1.

Chief Deputy Clerk Brooke ☐eaver requested a revised resolution be submitted to the Clerk's Office.

UNAPPROPRIATE ITEM

RESOLUTION NO. 524-10 A RESOLUTION TO AMEND THE PROCESS AS ESTABLISHED BY THE PASSAGE OF RESOLUTION 424-29 REQUESTING AUTHORITY TO APPLY FOR AND TO ACCEPT AN APPROPRIATE REGIONAL COMMISSION AWARD GRANT IN AN AMOUNT OF \$697,340 REQUIRING A MATCH OF \$697,340 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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REGULAR MEETING
May 1, 2024**

ON MOTION of Commissioner Shipley, seconded by Commissioner Smith, to adopt Resolution No. 524-10.

In response to Commissioner Baker's question, Director of Development Services Nathan Janeway stated this is to correct a clerical error from when Resolution No. 424-29 was passed two weeks ago to add the dollar amount to the resolution.

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

Commissioner Baker, ☒Aye,☐Commissioner Beck, ☒Aye,☐Commissioner Chauncey, ☒Aye,☐Commissioner Graham, ☒Aye,☐Commissioner Helton, ☒Aye,☐Commissioner Highlander, ☒Aye,☐Commissioner Mackey, ☒Aye,☐Commissioner Sharpe, ☒Aye,☐Commissioner Shipley, ☒Aye,☐Commissioner Smith, ☒Aye,☐and Chairman Eversole, ☒Aye.☐ Total present ☐ 11. Total absent ☐ 0. Total ☒Aye☐votes ☐ 11. Total ☐Nay☐votes ☐ 0.

UNAPPROPRIATE ITEM

**RESOLUTION NO. 524-11 A RESOLUTION RE-APPOINTING MORRIE MILLER AND
DALE F. MURKINSON AS JUDICIAL COMMISSIONERS FOR A TWO YEAR
TERM COMMENCING MAY 1, 2024, AND EXPIRING APRIL 30, 2026 AND
ESTABLISHING THE COMPENSATION TO BE RECEIVED, RESPECTIVELY.**

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

ON MOTION of Commissioner Beck, seconded by Commissioner Baker, to adopt Resolution No. 524-11.

Commissioner Shipley stated Chief Lorrie Miller is doing a great job.

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

Commissioner Baker, ☒Aye,☐Commissioner Beck, ☒Aye,☐Commissioner Chauncey, ☒Aye,☐Commissioner Graham, ☒Aye,☐Commissioner Helton, ☒Aye,☐Commissioner Highlander, ☒Aye,☐Commissioner Mackey, ☒Aye,☐Commissioner Sharpe, ☒Aye,☐Commissioner Shipley, ☒Aye,☐Commissioner Smith, ☒Aye,☐and Chairman Eversole, ☒Aye.☐ Total present ☐ 11. Total absent ☐ 0. Total ☒Aye☐votes ☐ 11. Total ☐Nay☐votes ☐ 0.

UNAPPORTIONED ITEM

RESOLUTION NO. 524-12 A RESOLUTION RE-DESIGNATING LORRIE MILLER AS CHIEF JUDICIAL COMMISSIONER FOR A TERM BEGINNING MAY 1, 2024, AND ENDING APRIL 30, 2025 AND ESTABLISHING THE COMPENSATION TO BE RECEIVED.

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

ON MOTION of Commissioner Beck, seconded by Commissioner Highlander, to adopt Resolution No. 524-12.

There were no questions from the Commissioners or the audience.

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

Commissioner Baker, ☒ Aye, ☐ Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey, ☒ Aye, ☐ Commissioner Graham, ☒ Aye, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐ Commissioner Shipley, ☒ Aye, ☐ Commissioner Smith, ☒ Aye, ☐ and Chairman Eversole, ☒ Aye. ☐ Total present ☐ 11. Total absent ☐ 0. Total ☒ Aye ☐ votes ☐ 11. Total ☐ Nay ☐ votes ☐ 0.

**RESOLUTION NO. 524-3 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO
SUBMIT AN APPLICATION TO THE DEPARTMENT OF TRANSPORTATION,
MARITIME ADMINISTRATION, FOR A PORT INFRASTRUCTURE DEVELOPMENT
PROGRAM PIDP GRANT ON BEHALF OF CENTRE SOUTH RIVERPORT
TOWARD THE PURCHASE OF CARGO HANDLING EQUIPMENT TO INCLUDE AN
UNLOADED CRANER LIFT CRANE AND A 92,500 LBS. BATTERY ELECTRIC
LIFT TRUCK, CHARGING STATIONS AND ACCESSORIES TO BENEFIT THE
PORTS AND TERMINALS MANAGED BY PARTNER TOWING COMPANY INC. FOR**

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

**NO MORE THAN \$7 MILLION AND REQUIRING A 20% MATCH TO BE PROVIDED
BY PARTNER TO THE COMPANY INC., AND IF AWARD, TO SIGN ANY AND
ALL GRANT-RELATED CONTRACTS AND DOCUMENTS.**

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 524-3 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Helton, to adopt Resolution No. 524-3.

There were no questions from the Commissioners or the audience.

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

Commissioner Baker, ☒ Aye, ☐ Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey, ☒ Aye, ☐ Commissioner Graham, ☒ Aye, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐ Commissioner Shipley, ☒ Aye, ☐ Commissioner Smith, ☒ Aye, ☐ and Chairman Eversole, ☒ Aye. ☐ Total present ☐ 11. Total absent ☐ 0. Total ☒ Aye ☐ votes ☐ 11. Total ☐ Nay ☐ votes ☐ 0.

**AMITON COUNTY COMMISSION
REGULAR MEETING
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RESOLUTION NO. 524-4 A RESOLUTION APPROVING THE ACCEPTANCE OF A CARBON REDUCTION TIP ALLOCATION IN THE AMOUNT OF \$5,182,984.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$2,073,193.00 PRIOR TO OCTOBER 1, 2024, FOR INTERSECTION IMPROVEMENTS AND THE PURCHASE OF ELECTRIC VEHICLES FROM TENNESSEE STATEWIDE CONTRACT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 524-4 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Smith, seconded by Commissioner Graham, to adopt Resolution No. 524-4.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Baker, ☒ Aye, ☐ Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey, ☒ Aye, ☐ Commissioner Graham, ☒ Aye, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐

**AMITON COUNTY COMMISSION
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May 1, 2024**

Commissioner Shipley, Aye, Commissioner Smith, Aye, and Chairman Eversole, Aye. Total present 11. Total absent 0. Total Aye votes 11. Total Nay votes 0.

**RESOLUTION NO. 524-5 A RESOLUTION ACCEPTING THE HIGHEST AND BEST
BID FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY AMITON COUNTY
THROUGH PREVIOUS DELINQUENT TAX SALES AND AUTHORIZING THE
COUNTY MAYOR TO ENTER INTO AND EXECUTE DEEDS CONVEYING SAID
PARCELS TO INDIVIDUALS LISTED HEREIN ENJOY.**

Commissioner Mackey, Chairman of the Delinquent Tax Property Committee, provided details regarding Resolution No. 524-5 and stated the Delinquent Tax Property Committee reviewed and recommended approval.

ON MOTION of Commissioner Mackey, seconded by Commissioner Highlander, to adopt Resolution No. 524-5.

There were no questions from the Commissioners or the audience.

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

Commissioner Beck, Aye, Commissioner Chauncey, Aye, Commissioner Graham,

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

Aye, Commissioner Helton, Aye, Commissioner Highlander, Aye, Commissioner Mackey, Aye, Commissioner Sharpe, Aye, Commissioner Shipley, Aye, Commissioner Smith, Aye, and Chairman Eversole, Aye. Commissioner Baker stepped away during the vote. Total present 10. Total absent 1. Total Aye votes 10. Total Nay votes 0.

RESOLUTION NO. 524-6 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A SECOND AGREEMENT TO EXERCISE AN OPTION TO RENEW OF THE ORIGINAL LEASE AGREEMENT AS PREVIOUSLY EXECUTED BY AMITON COUNTY, THE CITY OF CATTANOOGA, AND OPERATORS OF THE BESSIE SMITH CULTURAL CENTER FOR THE CONTINUED OCCUPANCY LOCATED AT 200 E MARTIN OUTER RING BOULEVARD, CATTANOOGA, TN.

Commissioner Helton, Chairman of the Building and Economic Committee, provided details regarding Resolution No. 524-6 and stated the Delinquent Tax Property Committee reviewed and recommended approval.

ON MOTION of Commissioner Helton, seconded by Commissioner Chauncey, to adopt Resolution No. 524-6.

There were no questions from the Commissioners or the audience.

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

Commissioner Beck, ☒ Aye, ☐ Commissioner Chauncey, ☒ Aye, ☐ Commissioner Graham, ☒ Aye, ☐ Commissioner Helton, ☒ Aye, ☐ Commissioner Highlander, ☒ Aye, ☐ Commissioner Mackey, ☒ Aye, ☐ Commissioner Sharpe, ☒ Aye, ☐ Commissioner Shipley, ☒ Aye, ☐ Commissioner Smith, ☒ Aye, ☐ and Chairman Eversole, ☒ Aye. ☐ Commissioner Baker stepped away during the vote. Total present ☐ 10. Total absent ☐ 1. Total ☒ Aye ☐ votes ☐ 10. Total ☐ Nay ☐ votes ☐ 0.

☐ ithout objection, Commissioner Helton asked for Resolution Nos. 524-7 and 524-8 be read together.

RESOLUTION NO. 524-7 A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AND TO ACCEPT AN EPA COMMERCIAL ELECTRIC EFFICIENT SERVICE EQUIPMENT INCENTIVE PROGRAM AWARD FOR AN AMOUNT UP TO TEN THOUSAND DOLLARS (\$10,000) AND TO AMEND THE FISCAL YEAR 2024 REVENUE AND EXPENDITURE BUDGETS FOR ECONOMIC AND COMMUNITY DEVELOPMENT.

RESOLUTION NO. 524-8 A RESOLUTION AUTHORIZING THE MAYOR TO AMEND RESOLUTION 224-29 AND TO ACCEPT THE ENERGY EFFICIENCY AND

**AMITON COUNTY COMMISSION
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**CONSERVATION FLOOD GRANT PROGRAM REELECTING PROGRAM FUNDING
ALLOCATION FROM THE INFRASTRUCTURE INVESTMENT AND LOSS ACT
BIPARTISAN INFRASTRUCTURE ACT, FOR AN AMOUNT UP TO EIGHTY
THOUSAND NINE HUNDRED AND FORTY DOLLARS \$80,940 AND TO AMEND
TO FISCAL YEAR 2025 REVENUE AND EXPENDITURE BUDGETS FOR
ECONOMIC AND COMMUNITY DEVELOPMENT.**

Commissioner Helton, Chairman of the Building and Economic Committee, provided details regarding Resolution Nos. 524-7 and 524-8 and stated the Delinquent Tax Property Committee reviewed and recommended approval.

ON MOTION of Commissioner Helton, seconded by Commissioner Highlander, to adopt Resolution Nos. 524-7 and 524-8.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Chauncey, ☒ Aye, Commissioner Graham, ☒ Aye, Commissioner Helton, ☒ Aye, Commissioner Highlander, ☒ Aye, Commissioner Mackey, ☒ Aye, Commissioner Sharpe, ☒ Aye, Commissioner Shipley, ☒ Aye, Commissioner Smith, ☒ Aye, and Chairman Eversole, ☒ Aye. Commissioner Baker and Commissioner Beck stepped

**AMITON COUNTY COMMISSION
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away during the vote. Total present 9. Total absent 2. Total Aye votes 9. Total Nay votes 0.

ANNOUNCEMENTS

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Shipley announced an STVR meeting will occur after next week's Agenda Preparation Session.

Commissioner Smith announced Finance Committee hearings (*FY25 Budget Hearings*) will occur following next week's STVR meeting.

Commissioner Mackey stated he brought Resolution No. 524-9A forward to be transparent. He noted he would not do anything to impugn his name or reputation. He thanked the Commission for being open and voicing their opinions and thoughts about the propriety of this office matter.

Commissioner Helton announced on May 11, 2024, at Heritage Park they will have a kick-off for a playground project called the Harvest Inclusive Playground in District 7. He stated they will have food trucks, music, door prizes, and brick sales as part of a capital campaign. He encouraged all Commissioners to participate. He also

AMITON COUNTY COMMISSION
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stated Harvest Inclusive Playgrounds would like to be put on an upcoming agenda to do a presentation.

Commissioner Highlander stated he is thankful for Chief Financial Officer Lee Brouner and County Auditor Chris McCullough's integrity and honesty.

Commissioner Graham commended the county staff for everything they do and for keeping everyone honest. He also commended them for looking after taxpayer dollars. He encouraged everyone to get out and volunteer at recreational centers.

Attorney Taylor announced there will be a brief Legal Meeting following the adjournment of today's Regular Meeting.

Mayor amp announced the county will receive \$1.4 million from the Tennessee Department of Economic and Community Development to improve the newly renovated Harrison Center. He stated the facility was opened as a hub of civic life in the Harrison community earlier this year, offering a broad range of amenities.

Chairman Eversole announced on May 9, 2024, from 4:00 to 5:00 PM, the Commission and Mayor's Office will hold a joint meeting to discuss the county's future at the McDaniel Building.

**AMITON COUNTY COMMISSION
REGULAR MEETING
May 1, 2024**

DELEGATIONS

Chairman Eversole asked for delegations on matters other than zoning.

Monty Bell, the homeless journalist for the Grey-Haired Foxx, stated he resides at 625 Georgia Ave and 1000 Lindsey Street. He spoke about contacting the State Comptroller's Office over delayed access to public records. He also spoke about court cases and how he is in the collection part of the process.

There being no further business, Chairman Eversole declared the meeting in recess until Wednesday, May 8th, 2024, at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ WJK

Date

Clerk's Initials

POs Issued Between \$25,000 - \$50,000			
4/1/2024 - 4/30/2024			
Req. Date	Vendor Name	Status	PO Amount
4/17/2024	GARLAND/DBS INCORPORATED	PR	\$42,576.40
4/22/2024	TENNESSEE FIRE EQUIPMENT AND SUPPLY	PO	\$34,710.25
4/25/2024	MTJ AMERICAN LLC	PR	\$41,500.00



Hamilton County Board of Commissioners

RESOLUTION

No. 524-13

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE OATHS OF JUDICIAL COMMISSIONERS, AND THE OATH OF CHIEF JUDICIAL COMMISSIONER.

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

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

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

WHEREAS, said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **“OATH OF CHIEF JUDICIAL COMMISSIONER”** has taken the oath of office.

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

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

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 15, 2024**

NAME	RESIDENCE	BUSINESS
Lacey Adams	66 Davis St. Dunlap, TN 37327 850-228-6785	Tennessee Aquarium 1 Broad St. Chattanooga, TN 37402 423-785-4032
Leigh Althaus	2187 Sitton Mills Pl. Signal Mountain, TN 37377 423-488-1769	N/A N/A N/A N/A
Sara Anthony	6889 Annview Ln. Harrison, TN 37341 423-503-2039	Specialty Billing 1604 Gunbarrel Rd. Chattanooga, TN 37421 423-648-7542
Zaneta Thomas Attle	4993 Hampshire Pl. Hixson, TN 37343 423-504-7162	Erlanger 251 N. Lyerly St., Ste. 300 Chattanooga, TN 37404 423-648-7770
Sarah M. Barr	3529 Shelby Cir. Chattanooga, TN 37412 423-321-2604	Moccasin Bend Mental Health Institute 100 Moccasin Bend Rd. Chattanooga, TN 37405 423-785-3356
Aleisha Belcher	127 Ziegler Ln. Decatur, TN 37322 423-762-5312	Pierce & Huisman 4513 Hixson Pike, Ste. 109 Hixson, TN 37343 423-648-4303
Jessica Bianco	1939 Notting Hill Chattanooga, TN 37405 423-580-3445	Dalton Animal Care 1022 S. Hamilton St. Dalton, GA 30720 706-278-1113
Brittney N. Blue	8334 Springfield Rd. Soddy Daisy, TN 37379 423-356-4612	Trust Federal Credit Union 1529 Gunbarrel Rd. Chattanooga, TN 37421 423-870-7610
Kate Buffington	570 New Union Cir. Dayton, TN 37321 423-298-8292	Chattanooga Housing Authority 2515 Gilbert St. Chattanooga, TN 37406 423-443-3414
Frances Burns	1050 Tiftonia View Rd. Chattanooga, TN 37419 423-822-6280	Komatsu America 409 Signal Mountain Rd. Chattanooga, TN 37405 423-757-0316

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 15, 2024**

NAME	RESIDENCE	BUSINESS
Alan L. Cates	4 Rock Crest Ln. Signal Mountain, TN 37377 423-902-6402	Husch Blackwell 736 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-757-5937
Galdino Chavez	5322 Bennett Rd Chattanooga, TN 37412 423-664-2358	Carlos Bail Bonding 709 Cherry St. Chattanooga, TN 37402 423-475-6383
Rebecca Ann Cordell	11 Stonecrest Cir. Ringgold, GA 30736 423-305-9872	Greater Chattanooga Insurance 5506 Miller Dr. Chattanooga, TN 37411 423-894-1515
Terry Crow	22 Starview Ln., #117 Chattanooga, TN 37419 346-300-6287	Shutterfly 6228 Perimeter Dr. Chattanooga, TN 37421 423-892-1332
Deana Cruz	7028 Snow Hill Rd. Ooltewah, TN 37363 423-991-6039	Regions Bank 5529 Brainerd Rd. Chattanooga, TN 37411 423-826-6341
Rachel Cullor	117 Ridgelake Cir. Fort Oglethorpe, GA 30742 423-605-9890	AE Insurance 605 Chestnut St., Ste. 1210 Chattanooga, TN 37450 423-362-7441
Melissa DeMaria	7517 Tranquility Dr. Ooltewah, TN 37363 201-518-6668	Self Employed 7517 Tranquility Dr. Ooltewah, TN 37363 201-518-6668
Tammie N. Dickson	8017 Shallowford Rd. Chattanooga, TN 37421 423-364-3146	Burnette, Dobson & Pinchak 711 Cherry St. Chattanooga, TN 37402 423-266-2121
Valorie Ellis	9009 Bramlett Rd. Harrison, TN 37341 619-787-6693	Scenic Community CU 4503 Hixson Pike Hixson, TN 37343 423-558-2935
Lori L. Emrey	7331 Sweet Magnolia Ln. Harrison, TN 37341 423-421-1374	Hixson Utility District 5201 Hixson Pike Hixson, TN 37343 423-877-3513

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 15, 2024**

NAME	RESIDENCE	BUSINESS
Hayley Ferguson	822 Endicott St. Chattanooga, TN 37405 423-883-4499	Key Title & Escrow 406 Frazier Ave., Ste. 110 Chattanooga, TN 37405 423-206-2226
Kristin W. Ford	3797 Revenuers Ln. Signal Mountain, TN 37377 423-432-2533	Ford Energy Solutions 27 W. 19th St., Ste. 100 Chattanooga, TN 37408 423-842-1396
William French	5678 Old Hunter Rd. Ooltewah, TN 37363 423-883-7127	BD Planning Partners 7213 Noah Reid Rd., Ste. 104 Chattanooga, TN 37421 423-266-7400
Ruth Ann Gaynor	3976 N. Quail Ln. Chattanooga, TN 37415 423-504-5955	N/A N/A N/A N/A
Ronald L. Gregory	8933 Brookhill Dr. Hixson, TN 37343 423-260-9571	N/A N/A N/A N/A
Mary C. Harris	6709 St. Clair Way Hixson, TN 37343 423-987-9086	N/A N/A N/A N/A
Lynn Harwood	266 The Pointe Dr. Ringgold, GA 30736 423-488-1212	TPC Printing & Packaging 6107 Ringgold Rd. Chattanooga, TN 37412 423-894-1110
Christa R. Hendershot	4897 Henson Gap Rd. Dunlap, TN 37327 423-598-3512	Erlanger 632 Morrison Springs Rd., Ste. 202 Chattanooga, TN 37415 423-778-3329
Juliana Henson	346 Poppy Ln. Dunlap, TN 37327 423-903-4449	Tennessee Aquarium 1 Broad St. Chattanooga, TN 37402 423-785-4032
Michelle Hodges	2618 Thicket Rd. Soddy Daisy, TN 37379 423-605-8492	Scenic Community CU 4503 Hixson Pike Hixson, TN 37343 423-558-2905

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 15, 2024**

NAME	RESIDENCE	BUSINESS
Chloe Hutto	184 Cinderella Dr. Flintstone, GA 30725 385-270-7811	The UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Kathy F. Jackson	3341 Oak Burr Dr. Chattanooga, TN 37419 423-883-3769	N/A N/A N/A N/A
Nicole Jackson	532 E. 52nd St. Chattanooga, TN 37410 423-463-2426	Gearhiser, Peters, Elliott & Cannon 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171
Casey Jenkins	4317 Ringgold Rd. Chattanooga, TN 37412 502-727-6504	Title Max 4317 Ringgold Rd. Chattanooga, TN 37412 423-624-0004
Christy R. Jones	1276 Gunbarrel Rd. Chattanooga, TN 37421 423-309-4695	Miller Davis Group 300 W. 28th St. Chattanooga, TN 37408 423-756-4004
Owen Keck	408 Oriole Dr., #A Chattanooga, TN 37411 615-678-9276	Southern Heritage Bank 2021 Hamilton Place Blvd., Ste. A Chattanooga, TN 37421 423-499-4926
Alyssa Kile	424 Franklin Cir. Fort Oglethorpe, GA 30742 706-483-2737	Gearhiser, Peters, Elliott & Cannon 320 McCallie Ave. Chattanooga, TN 37402 423-424-2455
Anna Claire Lacy	3625 Koons Rd. Chattanooga, TN 37412 423-802-6027	TVFCU 728 Market St., Ste. 112B Chattanooga, TN 37402 423-634-2910
S. Annette Manning	9325 Barbee Rd. Soddy Daisy, TN 37379 970-988-3217	Chattanooga Fire Protection 1818 Broad St. Chattanooga, TN 37408 423-265-4800
Caitlyn Marshall	2814 New Jersey Ave. Chattanooga, TN 37406 931-316-9153	SmartBank 4154 Ringgold Rd. Chattanooga, TN 37412 423-385-3037

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 15, 2024**

NAME	RESIDENCE	BUSINESS
Brittany Martenn	222 Rainbow Dr. Rossville, GA 30741 423-667-0264	Veritas HHS 5600 Brainerd Rd., Ste. D26 Chattanooga, TN 37421 423-508-6500
Courtney B. Miller	4436 Comet Trl. Hixson, TN 37343 423-750-9304	Hamilton Funeral Home & Cremation 4506 Hixson Pike Hixson, TN 37343 423-531-3975
Rebecca H. Miller	16 Whispering Pines Dr. Signal Mountain, TN 37377 423-886-2786	Chambliss, Bahner & Stophel 605 Chestnut St., Ste. 1700 Chattanooga, TN 37450 423-757-0292
Lauwana Myers	1114 Spring Meadows Dr. Ringgold, GA 30736 423-902-7183	HCA Physician Services Group 2205 McCallie Ave., Ste. 300 Chattanooga, TN 37404 423-493-1450
Brenda Owens	8516 Amberwing Cir. Ooltewah, TN 37363 731-445-8193	J&J Contractors 700 W. Main St. Chattanooga, TN 37402 423-265-3233
Marilyn C. Parker	6512 Patty Ln. Harrison, TN 37341 423-284-8195	Self Employed 6512 Patty Ln. Harrison, TN 37341 423-284-8195
Michelle Parker	8214 Gann Rd. Soddy Daisy, TN 37379 423-503-3559	Artech Design Group 1410 Cowart St. Chattanooga, TN 37408 423-265-4313
Amanda M. Peterson	9954 Frost Ridge Dr. Ooltewah, TN 37363 612-220-8001	Self Employed 9954 Frost Ridge Dr. Ooltewah, TN 37363 612-220-8001
Emmalyn Porter	218 Old State Rd. Menlo, GA 30731 423-488-2451	Southeast TN Development District 1000 Riverfront Pkwy. Chattanooga, TN 37402 423-582-6063
Kenya Pryor	1420 August Dr. Hixson, TN 37343 423-544-8430	Hamilton County Schools 3074 Hickory Valley Rd. Chattanooga, TN 37421 423-498-7020

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 15, 2024**

NAME	RESIDENCE	BUSINESS
Collessa Ray	115 Grant Dr. Ringgold, GA 30736 423-595-6352	Specialty Billing 1604 Gunbarrel Rd. Chattanooga, TN 37421 423-206-2525
Gary R. Raymer	6232 Laramie Cir. Chattanooga, TN 37421 423-894-7702	Bulldog Motors 3323 Ringgold Rd. Chattanooga, TN 37412 423-624-5900
Angela Roberts	9034 Terrace Falls Dr. Soddy Daisy, TN 37379 423-664-3990	Robert Roberts 2901 E. 48th St. Chattanooga, TN 37407 423-551-9555
Coundinia D. Roberts	P.O. Box 925 Dunlap, TN 37327 423-322-1499	Pincelli & Associates 27 W. 19th St., Ste. 100 Chattanooga, TN 37408 423-842-1396
Robin R. Rose	221 Hemphill Ave. Chattanooga, TN 37411 423-355-3962	Key Title & Escrow 406 Frazier Ave., Ste. 110 Chattanooga, TN 37405 423-206-2226
Jason Rothenberg	719 Tiger Lily Trl. Chattanooga, TN 37415 423-421-8618	3H Group 735 Broad St., Ste. 500 Chattanooga, TN 37402 423-664-5959
Bryan R. Scott	604 Oak Crest Ln. Hixson, TN 37343 423-991-7752	Scott Searches 735 Broad St., Ste. 203B Chattanooga, TN 37402 423-531-7060
Kerry Smith	200 Manufacturers Rd., #518 Chattanooga, TN 37405 423-847-5114	State Farm 3501 Dayton Blvd., Ste. C Chattanooga, TN 37415 423-870-1809
Ryan Smith	409 Shadow Pkwy. Chattanooga, TN 37421 901-486-6277	Next Frontier Estate Planning 11286 1st St. Apison, TN 37302 423-565-8807
Carl Raymond Standefer	3186 Waterfront Dr. Chattanooga, TN 37419 423-432-6030	N/A N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 15, 2024**

NAME	RESIDENCE	BUSINESS
Cristi R. Steed	8419 Trout Lily Dr. Ooltewah, TN 37363 563-845-9229	Silverdale Baptist Church 7236 Bonny Oaks Dr. Chattanooga, TN 37421 423-892-2173
Tipton J. Stott	208 Chickamauga Rd. Chattanooga, TN 37421 423-596-9406	Quality Auto and Battery 1911 E. Main St. Chattanooga, TN 37404 423-629-0613
Kathryn Turner	96 Haven Dr. Ringgold, GA 30736 423-994-2643	TVFCU 535 Chestnut St. Chattanooga, TN 37402 423-634-3600
David Vagts	7007 Garfield Rd. Harrison, TN 37341 423-544-9156	The UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Amy G. Valovcin	518 Marlow Dr. Hixson, TN 37343 423-834-0146	TVA 1101 Market St. Chattanooga, TN 37402 865-632-2101
David Walters	5225 Silver Ln. Apison, TN 37302 423-645-2063	Self Employed 6025 Lee Hwy., Ste. 326 Chattanooga, TN 37421 423-499-3899
Donna Young	2937 Gordon Rd. Chattanooga, TN 37419 423-802-2867	Adult & Teen Challenge 1108 W. 33rd St. Chattanooga, TN 37408 423-756-5558

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MAY 15, 2024**

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Jacqueline D. Benton	February 14, 2024	April 18, 2024
Deanna J. Faulkner	February 28, 2024	April 18, 2024
Jill H. Kauffman	February 28, 2024	April 18, 2024
Darren G. McBride	March 28, 2024	April 18, 2024
Melissa Rush	February 28, 2024	April 18, 2024
Emani Crumsey	March 13, 2024	April 19, 2024
Nolan English	March 28, 2024	April 19, 2024
Heather Grimes	March 28, 2024	April 19, 2024
Allison Lindsey Mastin	October 16, 2023	April 19, 2024
Robert S. Morris	April 10, 2024	April 19, 2024
T. L. Nabors	March 28, 2024	April 19, 2024
Kristie Riggs	March 28, 2024	April 19, 2024
Oleg Shved	April 10, 2024	April 19, 2024
Tina L. Tucker	March 13, 2024	April 19, 2024
Ruby White	March 28, 2024	April 19, 2024
Jack Babb	April 10, 2024	April 22, 2024
Lisa Echternacht	April 10, 2024	April 22, 2024
Keishanna Henderson	March 28, 2024	April 22, 2024
Eleanor Howard	April 10, 2024	April 22, 2024
Meghan Williams	February 14, 202	April 22, 2024
Rebecca Siera Woods	February 14, 2024	April 22, 2024
Daniela S. Almendarez	March 28, 2024	April 23, 2024
Patricia Campbell	March 13, 2024	April 23, 2024
Cheryl L. Clagg	March 13, 2024	April 23, 2024
Ryan Collins	March 13, 2024	April 23, 2024
Maria T. Cummings	February 28, 2024	April 23, 2024
R. Davis	April 10, 2024	April 23, 2024
Jessica R. Gunnoe	March 28, 2024	April 23, 2024
Crystal D. Randolph	April 10, 2024	April 23, 2024

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MAY 15, 2024**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Michael White	April 10, 2024	April 23, 2024
Sarah Ament	April 10, 2024	April 24, 2024
Melanie Morris Bailey	February 28, 2024	April 24, 2024
Sean Byrne	November 22, 2023	April 24, 2024
Audra W. Cardillo	April 10, 2024	April 24, 2024
Cathy F. Casey	March 28, 2024	April 24, 2024
Tortie Cornell	March 28, 2024	April 24, 2024
Todd A. Davidson	April 10, 2024	April 24, 2024
Laura S. Highlander	April 10, 2024	April 24, 2024
Yvette B. Johnson	February 28, 2024	April 24, 2024
Terra D. Lee	April 10, 2024	April 24, 2024
Tiara M. Mitchell	April 10, 2024	April 24, 2024
Gloria J. Oliver-Davis	April 10, 202	April 24, 2024
Hunter Payne	April 10, 2024	April 24, 2024
Barbara R. Stone	April 10, 2024	April 24, 2024
Ali Curtis	February 28, 2024	April 25, 2024
Heather Michelle Harmon	March 28, 2024	April 25, 2024
Kaye Moody	February 28, 2024	April 25, 2024
Sandra D. Murray	April 10, 2024	April 25, 2024
Gina Rahn	March 13, 2024	April 25, 2024
William C. Totherow, Jr.	April 10, 2024	April 25, 2024
Ashley Williams	April 10, 2024	April 25, 2024
Nancy K. Anderson	March 28, 2024	April 26, 2024
A. Barrett	February 28, 2024	April 26, 2024
Martha L. Ellis	March 28, 2024	April 26, 2024
Stacy Francisco	March 28, 2024	April 26, 2024
James Jones	March 28, 2024	April 26, 2024
Rebecca A. McColpin	March 13, 2024	April 26, 2024
Lisa A. Sheets	April 10, 2024	April 26, 2024
Maxine Turner	March 28, 2024	April 26, 2024
Julie A. Davis	April 10, 2024	April 29, 2024
Richard T. Lanter	March 28, 2024	April 29, 2024
Jessica Marshall	March 28, 2024	April 29, 2024
Virginia C. Moore	April 10, 2024	April 29, 2024

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MAY 15, 2024**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
LaDonna C. Tucker	March 28, 2024	April 29, 2024
Christy Aills	March 28, 2024	April 30, 2024
Jacqueline M Staebell	February 28, 2024	April 30, 2024

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF JUDICIAL COMMISSIONERS
May 15, 2024**

The individuals listed below took the oath of office as a Judicial Commissioners as prescribed by law.

<u>NAME</u>	<u>DATE OF OATH</u>
Lorrie Miller	May 1, 2024
Blake F. Murchison	May 1, 2024

**OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER**

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

I, Lorrie Miller, do solemnly swear that as Judicial Commissioner for Hamilton County, Tennessee, that I will support the Constitution of the United States and the Constitution of the State of Tennessee. I further solemnly swear that I will administer justice without respect of persons and that I will faithfully and impartially discharge all the duties incumbent upon me as Judicial Commissioner to the best of my skill and ability, so help me God.



Sworn to and subscribed before me this 1 day of May , 2024.



**OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER**

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

I, Blake F. Murchison, do solemnly swear that as Judicial Commissioner for Hamilton County, Tennessee, that I will support the Constitution of the United States and the Constitution of the State of Tennessee. I further solemnly swear that I will administer justice without respect of persons and that I will faithfully and impartially discharge all the duties incumbent upon me as Judicial Commissioner to the best of my skill and ability, so help me God.

Blake F. Murchison

Sworn to and subscribed before me this 1st day of May, 2024.

WF Knowles by Jennifer Smith
Deputy clerk

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF CHIEF JUDICIAL COMMISSIONER
May 15, 2024**

The individual listed below took the oath of office as Chief Judicial Commissioner as prescribed by law.

NAME
Lorrie Miller

DATE OF OATH
May 1, 2024

**OATH OF HAMILTON COUNTY
CHIEF JUDICIAL COMMISSIONER**

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

I, Lorrie Miller, do solemnly swear that as Chief Judicial Commissioner for Hamilton County, Tennessee, that I will support the Constitution of the United States and the Constitution of the State of Tennessee. I further solemnly swear that I will administer justice without respect of persons and that I will faithfully and impartially discharge all the duties incumbent upon me as Chief Judicial Commissioner to the best of my skill and ability, so help me God.



Sworn to and subscribed before me this 1st day of May, 2024.


Deputy Clerk



Hamilton County Board of Commissioners RESOLUTION

No. 524-14

A RESOLUTION TO REAPPOINT ONE MEMBER TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD BEGINNING MAY 15, 2024 AND ENDING MAY 15, 2028.

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

WHEREAS, the term of the appointee representing the Commissioner of District Eight expired on May 8, 2024.

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

That Patsy Henry is hereby reappointed to the Hamilton County Health and Safety Hearing Board for a four (4) year term beginning May 15, 2024 and ending May 15, 2028.

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

May 15, 2024

Date



Hamilton County Board of Commissioners RESOLUTION

No. 524-15

A RESOLUTION TO REAPPOINT TWO MEMBERS AND APPOINT ONE MEMBER TO THE HAMILTON COUNTY BOARD OF EQUALIZATION FOR TWO (2) YEAR TERM BEGINNING MAY 15, 2024 AND ENDING MAY 15, 2026.

WHEREAS, as provided by Tennessee Code Annotated 67-1-401, the Hamilton County Board of Commissioners is charged with the responsibility of electing members to a five-person body to constitute a County Board of Equalization; and

WHEREAS, T.C.A. 67-1-401 (2) provides for the appointment of two (2) of these members by the City of Chattanooga, and

WHEREAS, T.C.A. 67-1-401 (3) provides for the appointment of one (1) of these members by the City of Red Bank and one (1) member by the City of East Ridge, thereby requiring the appointment of three (3) members of this body, and

WHEREAS, said Board members shall be elected by the Hamilton County Board of Commissioners in each even year to serve for a term of two (2) years; and

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

That the Hamilton County Board of Commissioners has reappointed Laura Covington and Robert Nodes and appointed William Terry Ladd III to the Hamilton County Board of Equalization to serve for a term of two (2) years beginning May 15, 2024 and ending May 15, 2026.

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

May 15, 2024

Date



Rev. Dr. William Terry Ladd, III serves as pastor of the First Baptist Church East 8th Street Chattanooga, TN and president of the church nonprofit First Baptist Cares. He is the 13th pastor in the 158-year history of the church and is known as a gifted preacher, teacher, and leader for the cause of Christ, social justice, and equality. A native of Knoxville, Tennessee, Pastor Ladd is a graduate of Morehouse College, where he received the Bachelor of Arts Degree in Mathematics, and Mercer University's McAfee School of Theology, where he received the Master of Divinity Degree and was awarded the William Ollie and Nell Ray Key Award for Excellence in Leadership. In 2018, Pastor Ladd earned a Doctor of Ministry Degree in Preaching from the Associated Chicago Theological Schools, McCormick Theological Seminary in Chicago, Illinois.

In 2012, Pastor Ladd was inducted into the Morehouse College Martin Luther King, Jr. International Chapel Board of Preachers, and in 2015, he was selected as a member of the inaugural class of the College of Pastoral Leadership, Morehouse College Martin Luther King, Jr. International Chapel. While participating in the Morehouse College of Pastoral Leadership, Pastor Ladd traveled on a 10-day international interfaith immersion tour of Turkey and reflected for 12 months on the principles of Dr. Martin Luther King Jr.'s aspiration for an academic and theological approach to developing pastoral leaders for a cosmopolitan world.

Pastor Ladd is also a recipient of the Lilly Endowment 2018 National Clergy Renewal Program. As an award recipient, he traveled to Johannesburg and Cape Town, South Africa to study the history of Apartheid and the lives of President Nelson Mandela and Bishop Desmond Tutu.

Pastor Ladd currently serves as a member of the Board of Visitors McAfee School of Theology, Board Member of the Greater Chattanooga Urban League, Board of Trustees LeMoyne Owen College, and Board Member Signal Centers. He also serves as president of Pastors for Tennessee Children, a ministry that serves Tennessee neighborhood schools through prayer, service, and advocacy. Former Chattanooga Mayor Andy Berke appointed Dr. Ladd to the Hamilton County Board of Equalization and current Chattanooga Mayor Tim Kelly selected him to serve on the City Transition Team. Pastor Ladd serves as Big Brother in Big Brothers Big Sisters of Chattanooga, is a member of the NAACP, and Alpha Phi Alpha Fraternity, Inc.

He is married to the former Terrilyn Hollings of Mobile, AL and has one son Aaron.



Hamilton County Board of Commissioners RESOLUTION

No. 524-16

**A RESOLUTION ACCEPTING THE APPOINTMENT OF WALLER REESE TO
SERVE AS AN ALTERNATE MEMBER OF THE HAMILTON COUNTY BOARD OF
EQUALIZATION.**

WHEREAS, as provided by Tennessee Code Annotated 67-1-401, the Hamilton County Board of Commissioners is charged with the responsibility of electing member to a five-person body to constitute a County Board of Equalization; and

WHEREAS, it is necessary to have an alternate appointee qualified and available to serve on said Board in the event of unavailability to attend a meeting of either of the appointees; and

WHEREAS, Waller Reese has been recommended to be reappointed to serve as an alternate on said Board for a period commencing May 15, 2024 and ending May 15, 2026; and

WHEREAS, this county legislative body feels that such an appointment is in the best interest of the citizens of Hamilton County.

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

That the appointment of Waller Reese as an alternate member of the Hamilton County Board of Equalization, to serve a term commencing May 15, 2024, and ending May 15, 2026, is hereby approved.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-17

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF DAVID J. DISTEFANO AND DAVID QUEEN TO THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY FINANCIAL REVIEW COMMITTEE WITH TERMS EXPIRING MAY 7, 2028.

WHEREAS, pursuant to Chapter No. 297 of the Private Acts of 1976 (Chapter 11), as amended by Chapter No. 125 of the Private Acts of 1977 (Section 10), certain members of the Chattanooga-Hamilton County Hospital Authority Financial Review Committee are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has reappointed David J. DiStefano and David Queen for terms of three years, beginning May 7, 2024 and ending May 7, 2028.

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

That the reappointments of David J. DiStefano and David Queen by the County Mayor are hereby confirmed for the terms as stated above;

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-19

A RESOLUTION TO TRANSFER \$5,800,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE COUNTY ROADS IMPROVEMENT CAPITAL PROJECTS FUND

WHEREAS, Hamilton County has established a County Roads Improvement Capital Projects Fund to support necessary road improvement projects; and

WHEREAS, the Hamilton County mayor along with the Public Works Administration has identified certain needs for larger road and intersection improvements in the unincorporated areas of the County that are continuing to experience high growth; and

WHEREAS, it is recommended to transfer \$5,800,000 from the fund balance of the General Fund to the County Roads Improvement Capital Projects Fund to help in addressing these needs; and

WHEREAS, this legislative body believes it is in the best interests of the citizens of Hamilton County to authorize this transfer.

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

That an appropriation of \$5,800,000 from the fund balance of the General Fund to the County Roads Improvement Capital Projects Fund is hereby approved.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024

Date



Hamilton County Board of Commissioners **RESOLUTION**

No. 524-20

A RESOLUTION RECOGNIZING THE ACCOMPLISHMENT OF THE CHATTANOOGA PREPARATORY SCHOOL SENTINELS IN WINNING THE 2023-2024 TENNESSEE SECONDARY SCHOOL ATHLETIC ASSOCIATION ("TSSAA") STATE BASKETBALL CHAMPIONSHIP AND AWARDING FUNDS FROM THE HAMILTON COUNTY SCHOOLS CHAMPIONS' FUND FOR THE PURCHASE OF CHAMPIONSHIP RINGS

WHEREAS, The Chattanooga Preparatory School won the 2023-2024 Tennessee Secondary School Athletic Association (TSSAA) State Basketball Championship in March 2024; and,

WHEREAS, as a show of this county legislative body's support for, and pride in, these athletic champions, whose personal dedication and hard work has led to their individual success and this notable achievement by the team as a whole, an allocation of Hamilton County funds shall be appropriated for the purchase of State championship rings for the members of said team; and,

WHEREAS, this county legislative body via Resolution 424-35 established the Hamilton County Public Schools Champions' Fund and earmarked monies exclusively for funding the purchase of state and/or national championship rings for TSSAA sanctioned tournaments.

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

Funds held in the Hamilton County Schools Champions' Fund shall be appropriated in accordance with the guidelines established by Resolution 424-35 for the purchase of alloy, non-precious stone rings for each member of the 2023-2024 Chattanooga Preparatory School State basketball championship team.

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

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-21

A RESOLUTION MAKING AN APPROPRIATION TO SALE CREEK HIGH SCHOOL IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT ONE.

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

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

WHEREAS, Commissioner Gene-O Shipley has expressed a desire to allocate one thousand dollars (\$1,000.00) from General Fund travel discretionary monies to Sale Creek High School to assist with the purchase of calculators; and

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

WHEREAS, there are sufficient funds available from General Fund non-property tax revenues to support the transfer of additional funds to Sale Creek High School, which is a part of Hamilton County Schools.

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

That a total of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies be appropriated to Sale Creek High School to assist with the purchase of calculators.

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

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

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

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024
Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-22

A RESOLUTION MAKING AN APPROPRIATION TO SODDY DAISY HIGH SCHOOL IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT ONE.

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

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

WHEREAS, Commissioner Gene-O Shipley has expressed a desire to allocate one thousand dollars (\$1,000.00) from General Fund travel discretionary monies to Soddy Daisy High School to assist with the purchase of paint for bleachers; and

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

WHEREAS, there are sufficient funds available from General Fund non-property tax revenues to support the transfer of additional funds to Soddy Daisy High School, which is a part of Hamilton County Schools.

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

That a total of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies be appropriated to Soddy Daisy High School to assist with the purchase of paint for bleachers.

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

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

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

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024
Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-23

A RESOLUTION MAKING AN APPROPRIATION TO THE SODDY DAISY & MONTLAKE HISTORICAL ASSOCIATION IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT ONE.

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

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

WHEREAS, Commissioner Gene-o Shipley has expressed a desire to allocate one thousand dollars (\$1,000.00) from General Fund travel discretionary monies to The Soddy Daisy & Montlake Historical Association to assist with building maintenance; and

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

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

That one thousand dollars (\$1,000.00) from General Fund travel discretionary monies be appropriated to The Soddy Daisy & Montlake Historical Association to assist with building maintenance.

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

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

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

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024
Date

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

DEPARTMENT OF THE TREASURY

Date: JUN 14 2017

THE SODDY DAISY & MONTLAKE
HISTORICAL ASSOCIATION
10719 JENKINS CIRCLE
SODDY-DAISY, TN 37379-3818

Employer Identification Number:
47-4940179
DLN:
26053494001337
Contact Person:
MARILYN COLEMAN ID# 31511
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 28, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

990-EZ

Short Form Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2023**Open to Public
Inspection**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

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

Go to www.irs.gov/Form990EZ for instructions and the latest information.Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization *Association*
THE SODDY DAISY AND MONTLAKE HISTORICAL SOCIETY
Number and street (or P.O. box if mail is not delivered to street address) Room/suite
10719 JENKINS ROAD
City or town, state or province, country, and ZIP or foreign postal code
Soddy Daisy, TN 37379

D Employer identification number
47-4940179

E Telephone number
(423) 718-0528

F Group Exemption Number

G Accounting Method: ☒ Cash ☐ Accrual Other (specify):

H Check ☒ if the organization is not required to attach Schedule B (Form 990).

I Website:

J Tax-exempt status (check only one) - ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☐ Corporation ☐ Trust ☒ Association ☐ Other:

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ **121,811**

Part I **Revenue, Expenses, and Changes in Net Assets or Fund Balances** (see the instructions for Part I)
Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue		
1	Contributions, gifts, grants, and similar amounts received	110,827
2	Program service revenue including government fees and contracts	
3	Membership dues and assessments	310
4	Investment income	562
5a	Gross amount from sale of assets other than inventory	5a
b	Less: cost or other basis and sales expenses	5b
c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c
6	Gaming and fundraising events:	
a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a
b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b
c	Less: direct expenses from gaming and fundraising events	6c
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d
7a	Gross sales of inventory, less returns and allowances	7a
b	Less: cost of goods sold	7b
c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c
8	Other revenue (describe in Schedule O)	10,112
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	121,811
Expenses		
10	Grants and similar amounts paid (list in Schedule O)	
11	Benefits paid to or for members	
12	Salaries, other compensation, and employee benefits	
13	Professional fees and other payments to independent contractors	
14	Occupancy, rent, utilities, and maintenance	14,509
15	Printing, publications, postage, and shipping	24
16	Other expenses (describe in Schedule O)	3,987
17	Total expenses. Add lines 10 through 16	18,520
Net Assets		
18	Excess or (deficit) for the year (subtract line 17 from line 9)	103,291
19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	59,840
20	Other changes in net assets or fund balances (explain in Schedule O)	
21	Net assets or fund balances at end of year. Combine lines 18 through 20	163,131

For Paperwork Reduction Act Notice, see the separate instructions.
EEA

Form 990-EZ (2023)

President - Steven L. Smith Steven L. Smith 4/22/2024



Hamilton County Board of Commissioners

RESOLUTION

No. 524-24

A RESOLUTION MAKING AN APPROPRIATION TO SODDY DAISY VIETNAM VETERANS FOUNDATION IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT ONE.

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

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

WHEREAS, Commissioner Gene-O Shipley has expressed a desire to allocate one thousand dollars (\$1,000.00) from General Fund travel discretionary monies to Soddy Daisy Vietnam Veterans Foundation to assist with supplies for local veterans; and

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

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

That one thousand dollars (\$1,000.00) from General Fund travel discretionary monies be appropriated to Soddy Daisy Vietnam Veterans Foundation to assist with supplies for local veterans.

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

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

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

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024
Date

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

DEPARTMENT OF THE TREASURY

Date: OCT 14 2010

SODDY DAISY VIETNAM VETERANS
FOUNDATION
C/O ROBERT COTHRAN
10175 DALLAS HOLLOW RD
SODDY DAISY, TN 37179

Employer Identification Number:

80-0583940

DLN:

17053155318000

Contact Person:

ERIC KAYE

ID# 31612

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

February 28

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

April 14, 2010

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

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

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

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

Letter 947 (DO/CG)

Return of Organization Exempt From Income Tax

2023

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

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

Go to www.irs.gov/Form990EZ for instructions and the latest information.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization SODDY DAISY VIETNAM VETERANS		D Employer identification number 80-0583940
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 10175 DALLAS HOLLOW ROAD		E Telephone number (423) 718-1735
	City or town, state or province, country, and ZIP or foreign postal code Soddy Daisy, TN 37379		F Group Exemption Number

G Accounting Method: ☒ Cash ☐ Accrual Other (specify): H Check ☒ if the organization is not required to attach Schedule B (Form 990).

I Website:

J Tax-exempt status (check only one) - ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527K Form of organization: ☐ Corporation ☐ Trust ☒ Association ☐ Other:

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets

(Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 33,583

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	25,392
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	b	Less: cost or other basis and sales expenses	5b	
	c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events:		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	8,191
c	Less: direct expenses from gaming and fundraising events	6c		
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	8,191	
7a	Gross sales of inventory, less returns and allowances	7a		
b	Less: cost of goods sold	7b		
c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c		
8	Other revenue (describe in Schedule O)	8		
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	33,583	
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	
	14	Occupancy, rent, utilities, and maintenance	14	4,377
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe in Schedule O)	16	16,443
	17	Total expenses. Add lines 10 through 16	17	20,820
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	12,763
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	75,622
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	88,385

For Paperwork Reduction Act Notice, see the separate instructions.
EEA

Form 990-EZ (2023)

RCI

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part I. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f)
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	8,643	4,083	7,226	35,911	25,392	
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513	6,201	4,055	3,230	9,041	8,191	
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	14,844	8,138	10,456	44,952	33,583	1
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						1

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f)
9 Amounts from line 6	14,844	8,138	10,456	44,952	33,583	1
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	14,844	8,138	10,456	44,952	33,583	1
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	100
16 Public support percentage from 2022 Schedule A, Part III, line 15	16	100

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2023 (line 10c, column (f), divided by line 13, column (f))	17	
18 Investment income percentage from 2022 Schedule A, Part III, line 17	18	

- 19a 33 1/3% support tests - 2023.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, or line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization.
- b 33 1/3% support tests - 2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization.
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

RC

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

- 47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II
- 48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E
- 49a Did the organization make any transfers to an exempt non-charitable related organization?
- b If "Yes," was the related organization a section 527 organization?
- 50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? Note: All section 501(c)(3) organizations must attach a completed Schedule A

Yes No

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

Sign Here	ROBERT COTHRAN		Date	
	Signature of officer			
Paid Preparer Use Only	ROBERT COTHRAN, PRESIDENT			
	Type or print name and title			
	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed PTIN
	Randy Fairbanks		02-11-2024	P00906590
	Firm's name	Fairbanks Bookkeeping and Tax Servi	Firm's EIN	
	Firm's address	8319-C Ellie Plaza		
	Hixson TN 37343		Phone no. 423-468-3791	

May the IRS discuss this return with the preparer shown above? See instructions

Yes No

RC

		(A) Beginning of year	(B) End of year	
22	Cash, savings, and investments	12,764	22	25,527
23	Land and buildings	62,858	23	62,858
24	Other assets (describe in Schedule O)	0	24	0
25	Total assets	75,622	25	88,385
26	Total liabilities (describe in Schedule O)	0	26	0
27	Net assets or fund balances (line 27 of column (B) must agree with line 21)	75,622	27	88,385

Part III	Statement of Program Service Accomplishments (see the instructions for Part III)
-----------------	---

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? TO EDUCATE PUBLIC ON NEEDS OF VIETNAM VE

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

28 PROVIDED NEEDED ASSISTANCE TO VIETNAM VETERANS

(Grants \$	33,583) If this amount includes foreign grants, check here	<input type="checkbox"/>
------------	--------	--	--------------------------

Expenses

(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

29

(Grants \$) If this amount includes foreign grants, check here

30

(Grants \$) If this amount includes foreign grants, check here

31 Other program services (describe in Schedule O)

(Grants \$) If this amount includes foreign grants, check here

32 Total program service expenses (add lines 28a through 31a)

Part IV	List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated-see the instructions for Part IV)
----------------	--

Check if the organization used Schedule O to respond to any question in this Part IV

[illegible]

SCHEDULE O
(Form 990)

Department of the Treasury
Internal Revenue Service

Name of the organization

SODDY DAISY VIETNAM VETERANS

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

**Open to Public
Inspection**

Employer identification number

80-0583940

01. Description of other expenses (Part I, line 16)

Description	Amount
INSURANCE	1,334
SCHOLARSHIPS	3,000
DONATIONS	4,500
SUPPLIES	4,209
FLAGS	3,400

President - Robert Cathman
[Signature]



Hamilton County Board of Commissioners

RESOLUTION

No. 524-25

A RESOLUTION AUTHORIZING THE PAYMENT OF FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) TO BOBBY SUMMITT AND HIS ATTORNEYS, THE McMAHAN LAW FIRM, FOR FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS FOR BODILY INJURY ARISING FROM A VEHICULAR ACCIDENT INVOLVING A HAMILTON COUNTY AMBULANCE ON OCTOBER 3, 2021.

WHEREAS, a Hamilton County ambulance was involved in a vehicular accident on October 3, 2021, while transporting to a local hospital Bobby Summitt as a passenger therein; and

WHEREAS, said Bobby Summitt has alleged that he sustained physical injuries as a result of said accident which required him to seek and obtain medical attention and treatment, resulting in him having filed a lawsuit against Hamilton County, Tennessee; and

WHEREAS, through negotiations, a settlement has been proposed that all matters concerning said alleged physical injuries can be resolved, without Hamilton County acknowledging any liabilities for the sum of Forty-Five Thousand Dollars (\$45,000); and

WHEREAS, it is the belief that in appreciation of the expenses associated with the litigation of this lawsuit, the settlement of said claim(s) for said Forty-Five Thousand Dollars (\$45,000) would be in the best interest of Hamilton County and the citizens of Hamilton County; and said settlement will conclude Bobby Summitt's claims against Hamilton County; and

WHEREAS, this county legislative body feels that payment of said amount would be in the best interest of the citizens of Hamilton County; would bring about a fair disposition of this matter; and the funds required to pay same would be through the County's self-insurance program which is designed to handle such claims.

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

That the payment of Forty-Five Thousand Dollars (\$45,000) in settlement of any and all claims of Bobby Summitt against Hamilton County for any and all injuries he allegedly suffered as a result of a vehicular accident which occurred on or about the 3rd day of October, 2021, is hereby approved (subject to the execution of a full release satisfactory to the County Attorney) as is to be paid to said Bobby Summitt and his attorneys The McMahan Law Firm.

**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

May 15, 2024
Date



Hamilton County Board of Commissioners RESOLUTION

No. 524-26

A RESOLUTION AUTHORIZING HAMILTON COUNTY'S ACCEPTANCE OF .50 ACRES OF PROPERTY TO BE CONVEYED BY THE HAMILTON COUNTY BOARD OF EDUCATION (HCBOE) FOR AN EXPANSION OPPORTUNITY AT THE DALLAS BAY VOLUNTEER FIRE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE ANY AND ALL DOCUMENTS RELATIVE TO THE PROPERTY TRANSFER AT NO COST, OTHER THAN NECESSARY CLOSING COSTS OR LEGAL FEES ASSOCIATED WITH THE CONVEYANCE.

WHEREAS, The HCBOE owns property identified as State Tax Map No. 083-172, 8631 Camp Columbus Road, site of Loftis Middle & McConnell Elementary Schools; and,

WHEREAS, Dallas Bay Volunteer Fire Department, adjoining the school property, has a need and request to expand the property to allow for a storage building to accommodate service and operation equipment; and,

WHEREAS, HCBOE has agreed to transfer a portion of school property, approximately .50 acres, for the intended storage use at no cost to Hamilton County.

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

The County Mayor is hereby authorized to execute all documents necessary to accept a property transfer from HCBOE to accommodate an expansion project at the Dallas Bay Volunteer Fire Department site.

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

May 15, 2024

Date

**Survey description for the portion of land to be conveyed from
Hamilton County to the Middle Tennessee State University
for expanding the Fire Department's fire station:**

BEGINNING AT A point, an iron pin found on the southeasterly corner of the Hamilton County lands occupied by the Dallas Bay Fire Hall, as recorded as Lot 1, Dallas Bay Fire Hall Subdivision, in Plat Book 102, Page 142 in the Register's Office of Hamilton County, Tennessee and described as follows;

*Thence S 01°11'46" E a distance of 153.98'to a point;
Thence S 68°20'11" W a distance of 106.80'to a point;
Thence N 50°43'05" W a distance of 229.55'to a point;
Thence S 56°37'22" E a distance of 89.01'to a point;
Thence N 70°00'08" E a distance of 149.15'to a point;
Thence N 52°10'35" E a distance of 75.00'to the POINT OF BEGINNING.*

Containing in area, 21662.8 square feet, or 0.497 Acres, more or less.

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REFERENCE MATERIAL & NOTES:

- 1) ELEVATION DATUM: NONE
- 2) TAX ID: 083-172.01
- 3) DEED BOOK 10530/018, HAMILTON CO., TN
Plot Book 102/142, Lot 1, Dallas Bay Fire Hall S/D
- 4) ALL OTHER MATTERS OF RECORD ARE EXEMPT.
- 5) ATTENTION IS CALLED TO HAMILTON COUNTY CODES AS AMENDED
- 6) LOCAL GOVERNMENT DOES NOT CERTIFY THAT UTILITIES OR UTILITY CONNECTIONS ARE AVAILABLE
- 7) PUBLIC SANITARY SEWER AVAILABLE BY HCWWTA
- 8) THE PURPOSE OF THIS PLAT IS TO INCREASE THE AREA FOR LOT 1, FOR THE FIRE STATION.
- 9) THIS SUBDIVISION HAS BEEN DEVELOPED ACCORDING TO THE DESIGN STANDARDS OF THE SUBDIVISION REGULATIONS OF HAMILTON CO., TENNESSEE
- 10) ZONE A-1
- 11) AREA BEING SUBDIVIDED = 3.066 ACRES±
- 12) HAMILTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTANANCE OF ANY DRAINAGE EASEMENTS
- 13) HAMILTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTANANCE OF ANY PRIVATE INGRESS/ EGRESS & UTILITY EASEMENTS.
- 14) HAMILTON COUNTY IS NOT RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRIVATE SEWER SERVICE LINE OR EASEMENT.

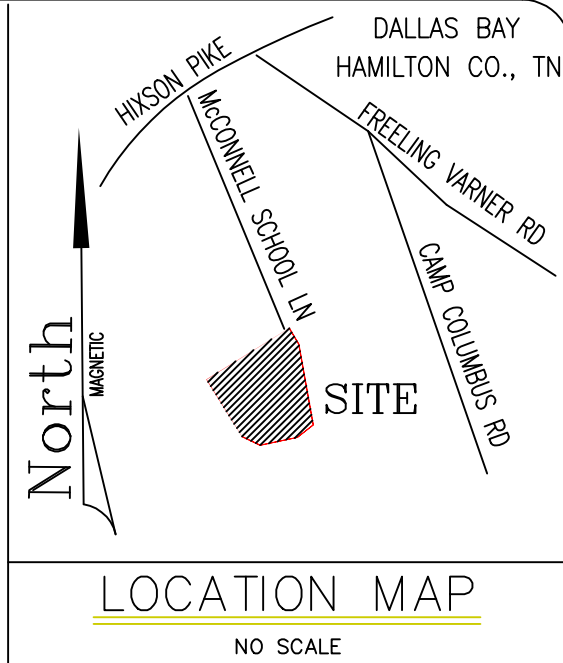
Water Quality notes:

- a) Water Quality Easements and other drainage related facilities installed by the developer cannot be filled, altered, or changed in any way without permission from the Hamilton County Water Quality Program.
- b) The owners of all lots are responsible to maintain Water Quality Easements to the standards of the Hamilton County Water Quality Program Rules and Regulations.
- c) The Government of Hamilton County is not responsible to construct or maintain Water Quality Easements or any drainage related facilities.
- d) The Hamilton County Water Quality Program reserves the right at any time to access Water Quality Easements to inspect areas and facilities.
- e) The Hamilton County Water Quality Program Rules and Regulations shall apply to any discharge of storm water from this subdivision.

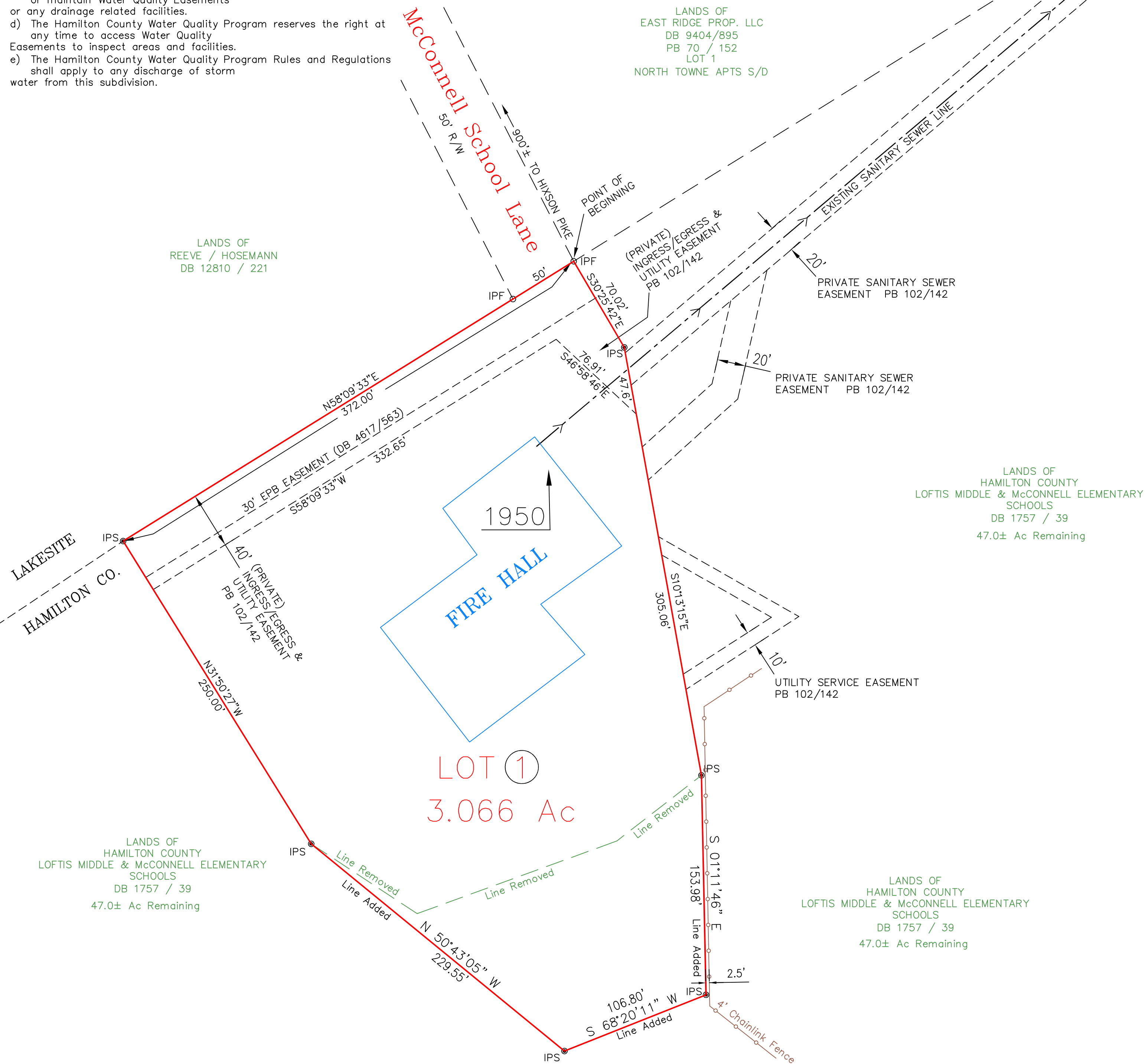
THE UTILITIES AND STRUCTURES AS SHOWN ON THIS PLAN WERE FOUND PER ABOVE GROUND EXAMINATION OF THE SITE, BASED ON VISIBLE INDICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES AND OTHER STRUCTURES BEFORE THE START OF CONSTRUCTION ON THIS PROJECT. THIS NOTICE APPLIES TO INFORMATION SHOWN ON THIS PLAN OR ANY ASSOCIATES PLAN FOR THIS PROJECT - INCLUDING PLANS OF THE SAME PREPARED BY OTHERS. CALL BEFORE YOU DIG! GA (800)-282-7411, TN (800)-351-1111

FLOOD HAZARD NOTE:

THIS PROPERTY LIES WITHIN ZONE "X" (OUTSIDE NORMAL FLOODING) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAP OF HAMILTON CO., TN COMMUNITY PANEL NUMBER 47065C-0235-G DATED 2/4/2016



APPROVED FOR RECORDING
HAM. Co. Geospatial Technology
DATE _____
BY _____
APPROVED FOR RECORDING
HAMILTON Co. Water Quality
DATE _____
BY _____
HAMILTON COUNTY WWTA
DATE _____
BY _____
JURISDICTIONAL AUTHORITY
DATE _____
BY _____
CHATTA/HAM CNTY REGIONAL
PLANNING COMMISSION
DATE _____
BY _____



LEGEND

EIP = EXISTING IRON PIN
IPS = IRON PIN SET
PKF = PK NAIL FOUND
PKS = PK NAIL SET
RRS = RAILROAD SPIKE
P&C = POWER & COMMUNICATION
SMH = SEWER MANHOLE

NORTH AZIMUTH: TENNESSEE GRID (NAD 83)
ELEVATION DATUM: MEAN SEA LEVEL (NAVD 88)

50 25 0 50 100
SCALE 1"=50'

OWNER'S CERTIFICATION:
I HEREBY CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE TRACT (S) OF LAND SHOWN HEREON. I HEREBY ADOPT THIS FINAL PLAT AS MY NEW PLAN OF PROPERTY.

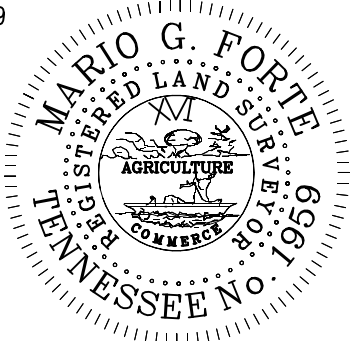
HAMILTON COUNTY GOVERNMENT
WESTON WAMP, MAYOR
625 GEORGIA AVE
CHATTANOOGA, TN 37402
Phone: (423) 209-6100

OWNER'S CERTIFICATION:
I HEREBY CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE TRACT (S) OF LAND SHOWN HEREON. I HEREBY ADOPT THIS REVISED PLAT AS MY NEW PLAN OF PROPERTY.

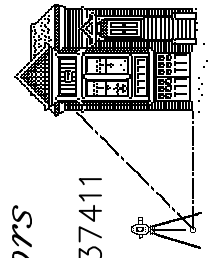
HAMILTON COUNTY BOARD OF EDUCATION
SUPERINTENDENT
3074 HICKORY VALLEY RD
CHATTANOOGA, TN 37421
Phone: (423) 209-8400

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:20,000 AS SHOWN HEREON. I FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYOR
TENN. REG # 1959



BEGINNING POINT SURVEYS, INC.



101 Tuxedo Circle, Chattanooga TN 37411
(423) 624-0020

REVISED PLAT

LOT 1, DALLAS BAY FIRE HALL S/D
DALLAS BAY, Hamilton Co. Tennessee
PREPARED FOR
HAMILTON COUNTY

DRAWN BY:	MGF	REVISION	DATE
CHECKED BY:	MGF		
DATE:	4/29/2024		
SCALE:	1"=50'		
SECTION:			
TOWNSHIP:			
RANGE:			

SHEET NO.	1	OF	1
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JOB NO.

TN-1502-HC



Hamilton County Board of Commissioners RESOLUTION

No. 524-27

A RESOLUTION ACCEPTING THE PROPOSALS FROM GARLAND/DBS, INC. FROM THE OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE FOR THE REPLACEMENT OF EXISTING ROOFS AT VARIOUS DESIGNATED COUNTY BUILDINGS, AMOUNTING TO A TOTAL OF \$172,473.40 FOR THE HAMILTON COUNTY FACILITIES MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received from Garland/DBS, Inc. amounting to a total of \$172,473.40 for the replacement of existing roofs at Bakewell Station No. 2, Signal Mountain Station No. 8 and Tiftonia Station No. 10 from the Omnia Partners Public Sector Purchasing Cooperative for the Hamilton County Facilities Maintenance Department; and,

WHEREAS, the Hamilton County Procurement Rules Section 3.6. C allows for purchasing goods or services under other governmental cooperative purchasing contracts; and,

WHEREAS, Garland/DBS, Inc. is under current contract number PW1925 with Omnia Partners Public Sector Purchasing Cooperative; and,

WHEREAS, pricing from the Omnia Partners Public Sector contract amounting to \$33,576.40 for Bakewell Station No. 2, \$82,100.70 for Signal Mountain Station No. 8 and \$56,796.30 for Tiftonia Station No. 10 is considered economically fair; and,

WHEREAS, there are sufficient budgeted funds available to the requisitioning department in the General Fund operating budget.

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

That the proposals received from Garland/DBS, Inc. for the replacement of existing roofs at various designated County buildings from the Omnia Partners Public Sector Purchasing Cooperative amounting to a total of \$172,473.40 for the Hamilton County Facilities Maintenance 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

May 15, 2024

Date

WESTON WAMP
COUNTY MAYOR



JOHN A. AGAN, P.E.
DIRECTOR
ENGINEERING &
FACILITIES MAINTENANCE

HAMILTON COUNTY, TENNESSEE

April 10th 2024

Jerald Carpenter
Director of Procurement & Fleet Management
455 North Highland Park Avenue,
McDaniel Building
Chattanooga, TN 37404

**Subject: Garland Company Proposal 25-TN-230381, MICPA PW1925,
EMS Station # 2 – 12906 Dayton Pike - Roof Replacement**

Dear Mr. Carpenter:

Engineering and Facilities Maintenance has technically reviewed the attached proposal from the Garland Company under the Master Intergovernmental Cooperative Agreement (MICPA). The proposal is for the roof replacement of EMS Station #2 at 12906 Dayton Pike with a new CertainTeed Landmark Shingle roofing system with a 30 Year Warranty.

The attached proposal describes the work that will be completed on the structure.

The Garland Company is a licensed general contractor in the state of Tennessee, and is qualified to complete the work. The proposal to accomplish the work for \$33,576.40 with a contract construction duration of 15 days is recommended for further approval action by Procurement.

Sincerely,

John A. Agan, PE

cc: Todd E. Leamon, PE, Administrator of Public Works and County Engineer

Attachment(s)



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

www.garlandco.com

Hamilton County, TN

Med Tech #2

12906 Dayton Pike

Soddy Daisy, TN 37379

Date Submitted: 04-09-2024

Proposal #: 25-TN-220934

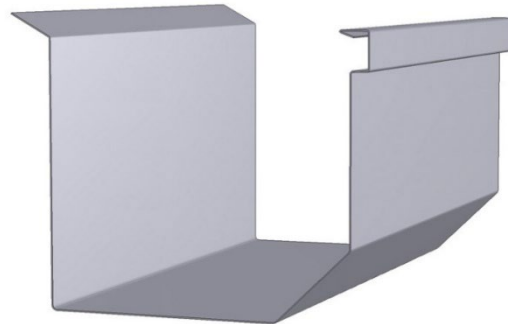
MICPA #: PW1925

Garland/DBS, Inc., developed a scope of work and specifications for a thirty (30) year warranty covering a ten (10) year algae resistant period and up to 110 mph wind warranty for the Med Tech #2 Building located at 12906 Dayton Pike Soddy Daisy, TN 37379 under the direction of Hamilton County Engineering Department.

The designed roof system will be a total replacement of the existing shingle roof. The building will receive a new self-adhering high temperature roofing underlayment to protect the existing wood deck structure. A CertainTeed Landmark shingle in Moire Black, will be installed across the entire roof structure in accordance with the manufacturer's details. All buildings will receive new pipe penetrations boots as well as all new fabricated counter flashing around exhaust hoods. New 22 gauge 7" box gutters and downspouts will be fabricated in cadet grey and will be installed around the perimeter.



**7" Commercial Box
Gutter w/ Wing**



Garland/DBS, Inc. selected pre-qualified local contractors to attend a pre-bid that was held on site to bid the project. The selected contractors bid the roof project per the scope of work. The pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line-item pricing breakdown found in the formal proposal (separate document) should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price.

Hamilton County, TN will be contracting directly with Garland/DBS, Inc. JDH Company will be the subcontractor of Garland/DBS, Inc. and will perform the outlined scope of work.

Below you will find the competitive bid breakdown and general contractor license information for Garland/DBS, Inc.

Garland/DBS, Inc.
Tennessee General Contractor License #: 11220717 (348015)
ID #: 64020 BC-21 Unlimited

Purchase orders to be made out to: Garland/DBS, Inc.

Med Tech #2 – 30 Year Warranty

Total Maximum Price of Line Items under the MICPA:	\$49,413.00
Proposed Price Based Upon Market Experience (Prior to Contingency):	\$30,524.00
Add 10% Contingency:	\$ 3,052.40
Proposed Price Based Upon Market Experience (Including Contingency):	\$33,576.40

Garland/DBS Price Base upon Local Market Competition:

JDH Company	\$30,524.00
Tri-State Roofing	\$43,315.00
Eskola, LLC.	\$88,989.00

*****Please note the formal line-item proposal for this project is attached as a separate document.**







Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: 800-762-8225
Fax: 216-883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Hamilton County Government
EMS Station #2
12906 Dayton Pike
Soddy-Daisy, TN 37379

Date Submitted: 04/09/2024
Proposal #: 25-TN-220934
MICPA # P 1925

Tennessee General Contractor License #: 11220717 348015
ID # 64020 C-21 Unlimited

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, IL and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: EMS Station #2 - Asphalt Shingles

1. Properly remove all old shingle roof and underlayment and dispose properly.
2. Replace any bad decking per unit price in contract.
3. Properly remove any non-functioning penetrations.
4. Install new underlayment per specification of selected underlayment manufacturer's guidelines.
5. Install new 22 gauge gutter and downspouts.
6. Install shingles and accessories per specifications of selected shingle manufacturer.
7. Mobilization of all equipment, materials, labor to be determined at pre-construction meeting before work commences.
8. Roofing contractor to perform all work in accordance with IBC, NCRA, OSHA, and other applicable codes.
9. Clean jobsite of debris after all work is completed.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.29	Tear-off & Dispose of Debris: SYSTEM TYPE Dimensional/Architectural Shingle Roof - Wood Deck	1.16	2,500	SF	2,910
16.07	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: ADD/DEDUCT TO INSTALL SELF- ADHERING UNDERLAYMENT OVER ENTIRE ROOF - Install Self-Adhering Underlayment on Entire Roof Deck	2.15	2,500	SF	5,376
16.01	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: INSTALL NEW THREE-TAB SHINGLE ROOF SYSTEM - New Three-Tab Shingles with Base Sheet as an Underlayment & Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	6.46	2,500	SF	16,158
	Gutter Installment - 22 gauge Kynar Coated	15.41	100	LF	1,541
	Downspout Installment - 22 gauge Kynar Coated	15.41	100	LF	1,541
	Counterflashing Installment - 22 gauge Kynar Coated	15.41	100	LF	1,541
	Sub Total Prior to Multipliers				29,067
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	29,067		7,267
22.18	MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF Multiplier is applied when Roof Size is greater than 2,000 SF, but less than 3,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	45	29,067		13,080
	Total After Multipliers				49,413

Base Bid Total Maximum Price of Line Items under the MICPA:	49,413.00
Proposal Price Based Upon Market Experience Prior to Contingency	30,524.00
Add 10% Contingency:	3,052.40
Proposal Price Based Upon Market Experience Including Contingency	33,576.40

Garland/DBS Price Based Upon Local Market Competition:

DBS Company		30,524
Tri-State Roofing Contractor		43,315
Eskola, LLC.		88,989

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joshua Perry

Joshua Perry
Garland/DBS, Inc.
(216) 430-3635



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

www.garlandco.com

Hamilton County Government
Med Tech #2
12906 Dayton Pike
Soddy Daisy, TN 37379

RE: Med Tech #2 Building Roof Replacement Calendar Working Days

To Whom It May Concern:

The term of the CONTRACT shall begin on the Effective Date established by the HAMILTON COUNTY GOVERNMENT, and shall be completed 15 days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that GARLAND/DBS, INC. receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. GARLAND/DBS, INC. is required to submit to the HAMILTON COUNTY GOVERNMENT a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.

Should there be any questions or concerns, please feel free to contact me at any time.

Sincerely,

Tyson Elliott

Tyson Elliott
The Garland Company, Inc.
423-413-5061



WESTON WAMP
COUNTY MAYOR



JOHN A. AGAN, P.E.
DIRECTOR
ENGINEERING &
FACILITIES MAINTENANCE

HAMILTON COUNTY, TENNESSEE

April 10th 2024

Jerald Carpenter
Director of Procurement & Fleet Management
455 North Highland Park Avenue,
McDaniel Building
Chattanooga, TN 37404

**Subject: Garland Company Proposal 25-TN-230381, MICPA PW1925,
EMS Station # 8 – 311 Rolling Way - Signal Mountain - Roof Replacement**

Dear Mr. Carpenter:

Engineering and Facilities Maintenance has technically reviewed the attached proposal from the Garland Company under the Master Intergovernmental Cooperative Agreement (MICPA). The proposal is for the roof replacement of EMS Station #8 at 311 Rolling Way with a 2-ply polyester and fiberglass roofing system with a 30 Year Warranty.

The attached proposal describes the work that will be completed on the structure.

The Garland Company is a licensed general contractor in the state of Tennessee, and is qualified to complete the work. The proposal to accomplish the work for \$82,100.70 with a contract construction duration of 40 days is recommended for further approval action by Procurement.

Sincerely,

A handwritten signature in blue ink, reading "John A. Agan".

John A. Agan, PE

cc: Todd E. Leamon, PE, Administrator of Public Works and County Engineer

Attachment(s)



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

www.garlandco.com

**Hamilton County, TN
EMS Station #8
311 Rolling Way
Signal Mountain, TN 37377**

**Date Submitted: 04-09-2024
Proposal #: 25-TN-230273
MICPA #: PW1925**

Garland/DBS, Inc., developed a scope of work and specifications for a 30 year No Dollar Limit warranty for EMS Station #8 Located at 311 Rolling Way Signal Mountain, TN 37377 under the direction of Hamilton County Engineering.

The designed roof systems will be a retrofit of the existing roofing system. The existing single ply roof system will be left in place, and sliced every ten feet. A new layer of 1.5" polyisocyanurate will be mechanically fastened over the existing roof and a ½" prime densdeck cover board will be adhered in insulation adhesive over the new insulation. The two ply system will consist of one ply of 80 mil polyester and fiberglass reinforced base sheet and one ply of 155 mil polyester and fiberglass reinforced SBS modified fire retardant membrane. Each of the two plies will be set in a cold applied adhesive and the membrane laps will be heat welded. Once the roof system is installed and cured, the membrane will then be coated with a non-fibred aluminum roof coating. All edge metal will be pre-formed to meet ANSI-SPRI ES-1 testing.

Garland/DBS, Inc. selected pre-qualified local contractors to attend a pre-bid that was held on site to bid the project. The selected contractors bid the roof project per the scope of work. The pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown found in the formal proposal (separate document) should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price.

Hamilton County, TN will be contracting directly with Garland/DBS, Inc. JDH Company will be the subcontractor of Garland/DBS, Inc. and will perform the outlined scope of work.



Below you will find the competitive bid breakdown and general contractor license information for Garland/DBS, Inc.

Garland/DBS, Inc.
Tennessee General Contractor License #: 11220717 (348015)
ID #: 64020 BC-21 Unlimited

Purchase orders to be made out to: Garland/DBS, Inc.

EMS Station #8 - 30 Year Warranty

Total Maximum Price of Line Items under the MICPA:	\$84,569.00
Proposed Price Based Upon Market Experience (Prior to Contingency):	\$74,637.00
Add 10% Contingency:	\$ 7,463.70
Proposed Price Based Upon Market Experience (Including Contingency):	\$82,100.70

Garland/DBS Price Base upon Local Market Competition:

JDH Company	\$74,637.00
Tri-State Roofing Contractors	\$111,923.00
Eskola, LLC	\$146,097.00

*****Please note the formal line item proposal for this project is attached as a separate document.**

*****Photo Below Outlines Roof Sections Included in the Pricing.**







Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: 800-762-8225
Fax: 216-883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Hamilton County Government
EMS Station #8
311 Rolling Way
Signal Mountain, TN 37377

Date Submitted: 04/09/2024
Proposal #: 25-TN-230273
MICPA # P 1925

Tennessee General Contractor License #: 11220717 348015
ID # 64020 C-21 Unlimited

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, IL and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: EMS Station #8 - Low Slope Roof Section

1. Remove all existing wet insulation and insulation down to the structural metal decking and dispose properly.
2. Install new polyisocyanurate insulation to match existing height of the current roof system.
3. Slice existing coated TPO roof in 10' spacing in each direction to achieve 10' squares.
4. Mechanically install one layer of 1.5" polyisocyanurate insulation over the existing roof system. (Fastening pattern to be determined by manufacturer's wind uplift calculations). Install 1/2" polyisocyanurate saddles in approved insulation adhesive along perimeter walls in-between internal drains to ensure positive drain flow.
5. Install 1/2" densdeck prime board in approved insulation adhesive over the newly installed 1.5" polyisocyanurate insulation. (All adhesive is to be installed per manufacturer's wind uplift calculations).
6. Install new cants at base of wall flashings and penetrations set in fibered asphaltic flashing adhesive.

7. Install one ply of 80 mil fiberglass reinforced SBS (Styrene-Butadiene-Styrene) set in a cold applied asphalt modified polyether adhesive at a rate of 2.5 Gal per 100 square feet.
8. Install one ply of 155 mil fiberglass polyester reinforced SBS modified, mineral surface) membrane set in cold applied asphalt modified polyether at a rate of 2.5 gallons per 100 square feet. (Hot air weld all field laps).
9. Install a new two ply flashing system at all verticals to include curbs, walls, and parapet walls consisting on one ply 80 mil fiberglass reinforced SBS base sheet and one ply of 155mil fiberglass polyester reinforced SBS modified mineral surface membrane. Each ply shall be set in a brush grade fibered asphalt mastic at a rate of 5 gallons per 100 square feet. (Hot air weld all vertical laps. (The flashing height around all vertical wall flashings should be 8". Properly terminate with T-bar and counter flashing.).
10. Three course all vertical flashing laps with two applications of an aluminum fibered asphaltic mastic with a 6" fiberglass mesh embed between the two coats of mastic.
11. Allow roof system to cure a minimum of 30 days.
12. Coat the new mineral surface roofing membrane and flashings with a non-fibered aluminum coating at a rate of 1 gallon per 100 square feet. This shall be done in a two coat process of ☐ gallon per 100 square feet per coat. Second coat shall be installed perpendicular to the first coat.
13. Install new lead around soil stack. Install flashing around soil stacks according to manufacturer's details.
14. Install new OMG retro fit drains. Flash properly according to manufacturer's details.
15. Terminate all flashings with a termination bar. Install 24 gauge counterflashing around all curbs and wall flashings.
16. Install 24 gauge metal coping.
17. Mobilization of all equipment, materials, labor to be determined at pre-construction meeting before work commences.
18. Roofing contractor to perform all work in accordance with all IBC, NCRA, OSHA, and all applicable codes.

Attachment C: ☐id Form - ☐ine Item Pricing ☐reakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.46	Tear-off <input type="checkbox"/> Dispose of Debris: SYSTEM TYPE Single-Ply to the Existing Insulation (Insulation to be Re-Used	<input type="checkbox"/> 2.32	1,800	SF	<input type="checkbox"/> 4,169
2.09	Tear-off <input type="checkbox"/> Dispose of Debris: SYSTEM TYPE Single-Ply <input type="checkbox"/> / Insulation - Metal Deck	<input type="checkbox"/> 2.16	100	SF	<input type="checkbox"/> 216
4.14	Insulation Recovery Board <input type="checkbox"/> Insulations Options: ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF) Install 1.5 ¹ / ₂ of Polyisocyanurate Insulation Over an Existing Roof. All <input type="checkbox"/> et Insulation Must be Replaced Prior to Installation of New Course of Insulation	<input type="checkbox"/> 2.13	100	SF	<input type="checkbox"/> 213

4.09	Insulation Recovery Board <input type="checkbox"/> Insulations Options: RECOVERY BOARD TYPE 1/2 <input type="checkbox"/> Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	<input type="checkbox"/> 1.86	1,900	SF	<input type="checkbox"/> 3,540
12.02.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY <input type="checkbox"/> A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY <input type="checkbox"/> CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	<input type="checkbox"/> 4.29	1,900	SF	<input type="checkbox"/> 8,150
12.09.04	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY <input type="checkbox"/> A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY <input type="checkbox"/> CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	<input type="checkbox"/> 8.28	1,900	SF	<input type="checkbox"/> 15,726
20.01.04	NE <input type="checkbox"/> FLASHINGS FOR ROOFING SYSTEMS <input type="checkbox"/> RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED <input type="checkbox"/> COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147) <input type="checkbox"/> TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	<input type="checkbox"/> 17.14	175	SF	<input type="checkbox"/> 2,999
20.01.11	NE <input type="checkbox"/> FLASHINGS FOR ROOFING SYSTEMS <input type="checkbox"/> RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED <input type="checkbox"/> COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	<input type="checkbox"/> 7.28	175	SF	<input type="checkbox"/> 1,274
23.121	Common Roof Repair Items: 3-Course Application <input type="checkbox"/> Mastic-Mesh-Mastic <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ide Total <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ide Mesh	<input type="checkbox"/> 6.26	175	LF	<input type="checkbox"/> 1,095

5.10	Coat New Roofing with Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	2.25	1,900	SF	4,275
	Gutter Installment - 22 gauge Kynar Coated	15.41	175	LF	2,697
	Downspout Installment - 22 gauge Kynar Coated	15.41	175	LF	2,697
	Counterflashing Installment - 22 gauge Kynar Coated	15.41	175	LF	2,697
	Sub Total Prior to Multipliers				49,746
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	49,746		12,437
22.18	MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF Multiplier is applied when Roof Size is greater than 2,000 SF, but less than 3,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	45	49,746		22,386
	Total After Multipliers				84,569

Base Bid Total Maximum Price of Line Items under the MICPA: 84,569.00

Proposal Price Based Upon Market Experience Prior to Contingency: 74,637.00

Add 10% Contingency: 7,463.70

Proposal Price Based Upon Market Experience Including Contingency: 82,100.70

Garland/DOS Price Based Upon Local Market Competition:

DOS Company	74,637
Tri-State Roofing Contractors	111,923
Eskola, LLC.	146,097

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing □ ages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joshua Perry

Joshua Perry
Garland/DBS, Inc.
(216) 430-3635

EMS Station #8

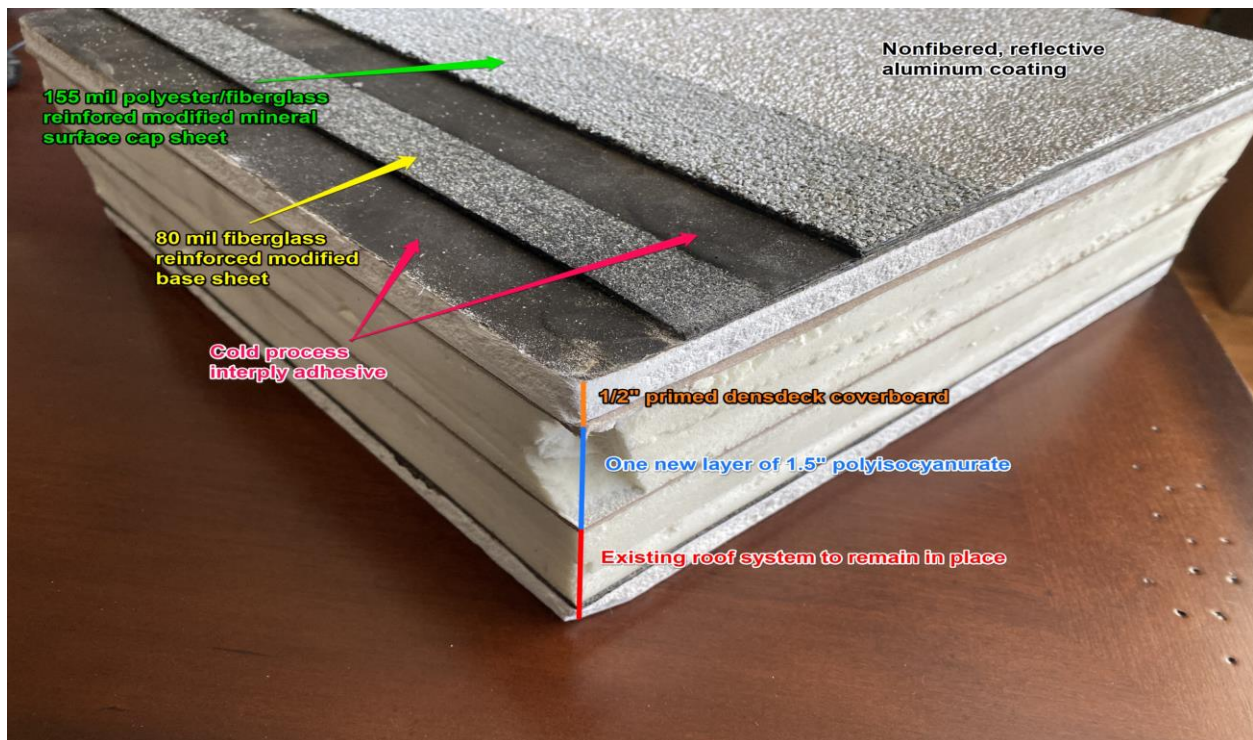
Proposed Price Base upon Market Experience (Including Contingency): \$82,100.70

Approximate Square Footage: 2,100

Price per Sq. Ft.: \$39.10



Existing TPO Roof System



Above is the Proposed Roof Makeup



THE GARLAND COMPANY, INC.

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PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

www.garlandco.com

Hamilton County Government
EMS Station #8
311 Rolling Way
Signal Mountain, TN 37377

RE: EMS Station #8 Building Roof Replacement Calendar Working Days

To Whom It May Concern:

The term of the CONTRACT shall begin on the Effective Date established by the HAMILTON COUNTY GOVERNMENT, and shall be completed 40 days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that GARLAND/DBS, INC. receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. GARLAND/DBS, INC. is required to submit to the HAMILTON COUNTY GOVERNMENT a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.

Should there be any questions or concerns, please feel free to contact me at any time.

Sincerely,

Tyson Elliott

Tyson Elliott
The Garland Company, Inc.
423-413-5061



WESTON WAMP
COUNTY MAYOR



JOHN A. AGAN, P.E.
DIRECTOR
ENGINEERING &
FACILITIES MAINTENANCE

HAMILTON COUNTY, TENNESSEE

April 10th 2024

Jerald Carpenter
Director of Procurement & Fleet Management
455 North Highland Park Avenue,
McDaniel Building
Chattanooga, TN 37404

**Subject: Garland Company Proposal 25-TN-230381, MICPA PW1925,
EMS Station # 10 – 18 Tulip Ave - Roof Replacement**

Dear Mr. Carpenter:

Engineering and Facilities Maintenance has technically reviewed the attached proposal from the Garland Company under the Master Intergovernmental Cooperative Agreement (MICPA). The proposal is for the roof replacement of EMS Station #10 at 18 Tulip Ave with a CertainTeed Landmark shingle roofing system with a 30 Year Warranty.

The attached proposal describes the work that will be completed on the structure.

The Garland Company is a licensed general contractor in the state of Tennessee, and is qualified to complete the work. The proposal to accomplish the work for \$56,796.30 with a contract construction duration of 20 days is recommended for further approval action by Procurement.

Sincerely,

A handwritten signature in blue ink that reads "John A. Agan".

John A. Agan, PE

cc: Todd E. Leamon, PE, Administrator of Public Works and County Engineer

Attachment(s)



THE GARLAND COMPANY, INC.

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**Hamilton County, TN
EMS Station #10
18 Tulip Ave N
Chattanooga, TN 37419**

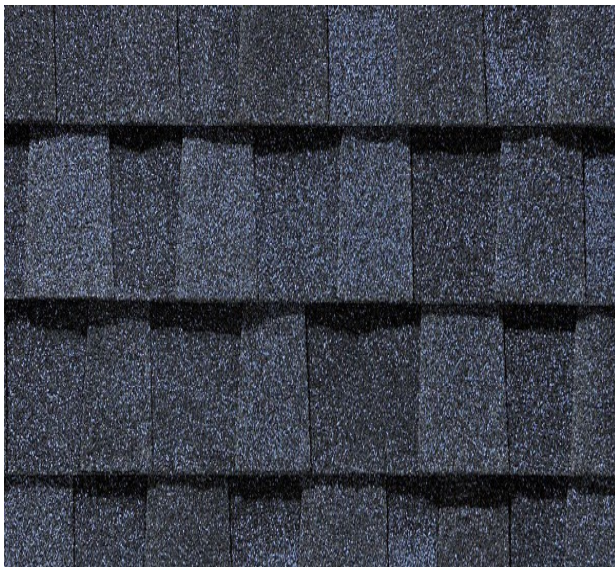
Date Submitted: 04-09-2024

Proposal #: 25-TN-240401

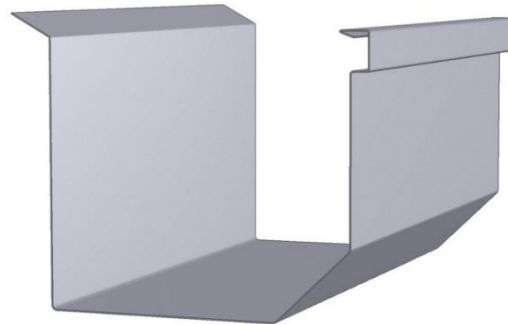
MICPA #: PW1925

Garland/DBS, Inc., developed a scope of work and specifications for a thirty (30) year warranty covering a ten (10) year algae resistant period and up to 110 mph wind warranty for the EMS Station #10 Building located at 18 Tulip Ave N Chattanooga, TN 37419 under the direction of Hamilton County Engineering Department.

The designed roof system will be a total replacement of the existing shingle roof. The building will receive a new self-adhering high temperature roofing underlayment to protect the existing wood deck structure. A CertainTeed Landmark shingle in Moire Black, will be installed across the entire roof structure in accordance with the manufacturer's details. All buildings will receive new pipe penetrations boots as well as all new fabricated counter flashing around exhaust hoods. New 22 gauge 7" box gutters and downspouts will be fabricated in cadet grey and will be installed around the perimeter.



**7" Commercial Box
Gutter w/ Wing**



Garland/DBS, Inc. selected pre-qualified local contractors to attend a pre-bid that was held on site to bid the project. The selected contractors bid the roof project per the scope of work. The pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line-item pricing breakdown found in the formal proposal (separate document) should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price.

Hamilton County, TN will be contracting directly with Garland/DBS, Inc. Tri-State Roofing Contractors will be the subcontractor of Garland/DBS, Inc. and will perform the outlined scope of work.

Below you will find the competitive bid breakdown and general contractor license information for Garland/DBS, Inc.

Garland/DBS, Inc.
Tennessee General Contractor License #: 11220717 (348015)
ID #: 64020 BC-21 Unlimited

Purchase orders to be made out to: Garland/DBS, Inc.

EMS Station #10 – 30 Year Warranty

Total Maximum Price of Line Items under the MICPA:	\$70,839.90
Proposed Price Based Upon Market Experience (Prior to Contingency):	\$51,633.00
Add 10% Contingency:	\$ 5,163.30
Proposed Price Based Upon Market Experience (Including Contingency):	\$56,796.30

Garland/DBS Price Base upon Local Market Competition:

Tri-State Roofing Contractors	\$51,633.00
Eskola, LLC	\$58,415.00
JDH Company	\$93,607.00

***Please note the formal line-item proposal for this project is attached as a separate document.







Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: 800-762-8225
Fax: 216-883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Hamilton County Government
EMS Station #10
18 Tulip Ave N
Chattanooga, TN 37419

Date Submitted: 04/09/2024
Proposal #: 25-TN-240401
MICPA # P 1925
Tennessee General Contractor #: 11220717 348015
ID # 64020 C-21 Unlimited
Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, IL and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Properly remove all old shingle roof and underlayment and dispose properly
2. Replace any bad decking per unit price in contract
3. Properly remove any non-functioning penetrations.
4. Install new underlayment per specification of selected underlayment manufacturer's guidelines
5. Install new 22 gauge gutter and downspouts
6. Install shingles and accessories per specifications of selected shingle manufacturer.
7. Mobilization of all equipment, materials, labor to be determined at pre-construction meeting before work commences.
8. Roofing contractor to perform all work in accordance with IBC, NCRA, OSHA, and other applicable codes.
9. Clean jobsite of debris after all work is completed.

Attachment C: Bid Form - Line Item Pricing Breakdown					
Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.29	Tear-off & Dispose of Debris: SYSTEM TYPE Dimensional/Architectural Shingle Roof - Wood Deck	1.54	3,300	SF	5,082.00
16.07	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: ADD/DEDUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF - Install Self-Adhering Underlayment on Entire Roof Deck	2.84	3,300	SF	9,372.00
16.02	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment, Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	9.48	3,300	SF	31,284.00
Sub Total Prior to Multipliers					45,738.00
22.13	MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions.	25	45,738.00		11,434.50
22.19	MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF Multiplier is applied when Roof Size is greater than 3,000 SF, but less than 5,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	30	45,738.00		13,721.40
Total After Multipliers					70,893.90

Base Bid Total Maximum Price of Line Items under the MICPA: **70,893.90**

Proposal Price Based Upon Market Experience Prior to Contingency: **51,633.00**

Add 10% Contingency: **5,163.30**

Proposal Price Based Upon Market Experience Including Contingency: **56,796.30**

Garland/DOS Price Based Upon Local Market Competition:

Tri-State Roofing Contractors, LLC	51,633.00
Eskola, LLC	58,415.00
DD Company	93,607.00

Contractor Name - Unforeseen Site Conditions:

Replacing 1x8 Fascia Boards	28.50	per Ln. Ft.
Plywood Decking Replacement	4.85	per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

- 1 Bonds are excluded.
- 2 Plumbing, Mechanical, Electrical work is excluded.
- 3 Masonry work is excluded.
- 4 Interior Temporary protection is excluded.
- 5 Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Anthony Kardum

Anthony Kardum
Garland/DBS, Inc.
(216) 430-3662



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

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www.garlandco.com

Hamilton County Government
EMS Station #10
18 Tulip Ave N
Chattanooga, TN 37419

RE: EMS Station #10 Building Roof Replacement Calendar Working Days

To Whom It May Concern:

The term of the CONTRACT shall begin on the Effective Date established by the HAMILTON COUNTY GOVERNMENT, and shall be completed **20** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that GARLAND/DBS, INC. receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. GARLAND/DBS, INC. is required to submit to the HAMILTON COUNTY GOVERNMENT a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.

Should there be any questions or concerns, please feel free to contact me at any time.

Sincerely,

Tyson Elliott

Tyson Elliott
The Garland Company, Inc.
423-413-5061





Hamilton County Board of Commissioners RESOLUTION

No. 524-28

A RESOLUTION ACCEPTING THE PROPOSAL FROM TIM PAYNE PAINTING TO PAINT GARAGES PLM 1 AND PLM 2 AT THE CROMWELL PUBLIC WORKS COMPLEX IN AN AMOUNT TOTALING \$142,516.50 FOR THE HAMILTON COUNTY HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, PLM 1 and PLM 2 garages are in need of painting at the Cromwell Public Works Complex; and

WHEREAS, the 2020A Bond specified funds to be used for said improvements; and

WHEREAS, the Hamilton County Procurement Rules Section 3.6. C allows for purchasing goods or services under other governmental cooperative purchasing contracts; and

WHEREAS, Tim Payne Painting is under current contract number 733-24 with BuyBoard Purchasing Cooperative; and

WHEREAS, pricing from the BuyBoard Purchasing Cooperative amounting to \$142,516.50 is considered economically fair; and

WHEREAS, there are sufficient allocated funds available to the requisitioning department from the 2020A Bond Fund.

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

That the proposal received from Tim Payne Painting to paint garages PLM 1 and PLM 2 at the Cromwell Public Works Complex in an amount totaling \$142,516.50 for the Hamilton County Highway Department is approved, 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

May 15, 2024

Date

Tim Payne Painting
8633 East Brainerd Rd
Chattanooga, TN 37421
423.498.3799



Proposal for
Hamilton County Highway Fleet Maintenance
Cromwell Rd
Chattanooga, TN
Attn:Chad
chadw@hamiltontn.gov

Work Scope

Prep & Paint Walls of upper/ lower level storage and office area-excludes area behind chain link fence on lower level- includes office area ceiling , columns in storage area up to ceiling, dorrs, and frames

Labor and Materials \$42,157.50

Prep and Paint walls and support in maintenance area - includes doors and frames

Labor and Materials \$100,359.00

Excludes all windows

Excludes ceilings except where specified

Excludes all floors

Priming shall be as needed

Any conduit to be painted shall match adjacent surface

Exclude tile at window wall

Caulking is paint to paint surfaces only

Any work not specified in Work Scope will be considered a change order and subject to additional charge

Proposal good for 90 days 4/19/24

Thanks,

Joe Berkley

423.504.0021

jberkley@timpaynepainters.com



Hamilton County Board of Commissioners RESOLUTION

No. 524-29

A RESOLUTION TO RELINQUISH HAMILTON COUNTY'S INTEREST IN A 2003 HUMMER-V HU2 CO-TITLED WITH MOWBRAY VOLUNTEER FIRE DEPARTMENT.

WHEREAS, 2003 HUMMER-V HU2, VIN 5GRGN23U93H111161, TAG Number 8185-GG, Mileage is 120,000 and currently co-titled with Hamilton County has become uneconomical to maintain;

WHEREAS, the Mowbray Volunteer Fire Department desires that said vehicle be declared surplus and sold, and when sold, the proceeds there from used towards the acquisition of firefighting and rescue equipment for operations for the Mowbray Volunteer Fire Department; and,

WHEREAS, the Purchasing Agent and Director of the Office of Emergency Management & Homeland Security concur in the surplus status and desire deposition as set forth above; and,

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

That Hamilton County does hereby relinquish its interest in the subject vehicle to the Mowbray Volunteer Fire Department and the County Director of Purchasing is hereby authorized to convey the certificate of title said vehicle, upon the following terms and conditions.

1. That, if sold by the Mowbray Volunteer Fire Department, and said vehicle be sold in a commercially reasonable manner and the proceeds applied to the purchase of firefighting and rescue equipment by the Mowbray Volunteer Fire Department.

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

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-30

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY HEALTH DEPARTMENT, FOR FISCAL YEAR JULY 1, 2024 – JUNE 30, 2025, IN AN AMOUNT NOT TO EXCEED \$1,171,400.00 TO PROVIDE CARE COORDINATION IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S COMMUNITY HEALTH ACCESS AND NAVIGATION IN TENNESSEE (CHANT) MODEL AND GUIDELINES.

WHEREAS, to establish a centralized intake process to allow timely follow-up referrals to populations in accordance with current CHANT model guidelines; and

WHEREAS, to provide education, appropriate referrals, and follow-up with resources and services; and

WHEREAS, to conduct community-based outreach, engagement activities, and events, which address the needs of families enrolled in CHANT; and

WHEREAS, to determine financial and medical eligibility, provide medical services, referral and treatment approval, family service plan development, and implementation of plans for all children eligible for the Children's Special Services Pathway of CHANT.

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

That the County Mayor be authorized to sign the attached contract for the July 1, 2024 - June 30, 2025 contract period in an amount not to exceed \$1,171,400.00.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2024	End Date June 30, 2025	Agency Tracking # 34360-80825	Edison ID		
Grantee Legal Entity Name Hamilton County Health Department			Edison Vendor ID 0000004208		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: 93.994 Grantee's fiscal year end: June 30			
Service Caption (one line only) Community Health Access and Navigation in Tennessee (CHANT) Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$230,580.00	\$206,232.00	\$734,588.00		\$1,171,400.00
TOTAL:	\$230,580.00	\$206,232.00	\$734,588.00		\$1,171,400.00
Grantee Selection Process Summary <input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection					
			The grant selection process was non-competitive because the metro health department is a governmental entity that has been determined to be capable and willing to provide Community Health Access and Navigation in Tennessee (CHANT) activities.		
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>Eric Buchholz</i>				CPO USE - GG	
Speed Chart (optional) HL00007838; HL00008100; HL00007830; HL00019071		Account Code (optional) 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
 - b. ACES: Adverse Childhood Experiences (ACEs) are traumatic events that occur during childhood. ACEs can have a significant impact on a person's physical, emotional, and mental health throughout their life.
 - c. Care Coordinator is an employee of the Grantee designated and trained by the State to educate, refer, and follow-up on resources and services based on the needs of families.
 - d. Care Coordination means assistance to families in addressing interrelated medical, social, developmental, behavioral, educational, and financial needs to achieve optimal health and wellness outcomes.
 - e. CHANT (Community Health Access and Navigation in Tennessee) is a model of care coordination, delivered by an interdisciplinary team to engage specific individuals within communities, who are most likely to have poor health outcomes, navigate their specific needs (medical and/or social) and measure these results.
 - f. CHANT Guidelines are the most current policy and procedure manual including the Children Special Services (CSS) guidelines, as approved by the State.
 - g. CHANT Screening and Assessment Questionnaire means the systemic application of asking a series of questions to identify risk, needs and opportunities for early intervention including identification of resources and service referrals.
 - h. Children and Youth with Special Health Care Needs (CYSHCN) means children who have or are at risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally.
 - i. Children's Special Services (CSS) is a program intended to assure that children with special health care needs are identified early, receive high quality care coordination, and that their families receive necessary support. The program serves those children who meet the T.C.A. § 68-12-102 definition of "a child with a physical disability" and provides reimbursement for diagnostically related services for enrolled children when other payors are unable to provide payment.

- j. Cover Kids provides comprehensive health coverage for qualifying children age 18 and younger and pregnant women. It covers preventive health services, doctor visits, hospital visits, vaccinations, well-child visits, developmental screenings, and mental health.
- k. Cultural Sensitivity is broadly recognized as the knowledge, skills, attitudes and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings.
- l. Gatekeeper means an employee or agent of the Grantee designated and trained by the State to administrate over the Grantee's kidcentraltn.com profile.
- m. Implicit Bias is when we have attitudes towards people or associate stereotypes with them without our conscious knowledge.
- n. MCO is a health care delivery system organized to manage cost, utilization, and quality. Managed care provides for the delivery of health benefits and additional services through contracted arrangements with TennCare.
- o. Pathways of Care are resource and service needs of families as identified through the CHANT Screening and Assessment Questionnaire.
- p. PCP means a physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine), nurse practitioner, clinical nurse specialist or physician assistant, as allowed under state law, who provides, coordinates, or helps a patient access a range of health care services. The PCP supervises a person's health care through many stages of their lives.
- q. Presumptive Eligibility means temporary Medicaid coverage to pregnant women or women diagnosed with breast or cervical cancer whose income is at or below the specified percentage of the poverty level. This allows the woman to receive health care more quickly to help ensure a healthy lifestyle.
- r. Priority Populations means a child with Special Health Care Needs (CYSHCN).
- s. PTBMIS means Patient Tracking Billing Management Information System.
- t. REDCap is a secure web application used for CHANT data collection and management.
- u. RTO means the Recovery Time Objective, which is the amount of time an application or system can be down that a business can tolerate defining the amount of time that it takes from the time of the incident to recovery.
- v. RPO means the Recovery Point Objective, which is the amount of time between data backups and the amount of data loss a business can tolerate between backups in the event of a disaster.
- w. TennCare is a program providing health insurance to people who are eligible for Medicaid and to certain other people who lack access to insurance.
- x. www.kidcentraltn.com is a website that pulls together and organizes content from the Tennessee State departments and other resources, making it easier for families to find information about health, education, child development and support.

A.3. Service Goals. To provide comprehensive Care Coordination services to eligible families and children.

A.4. Service Recipients. Pregnant and postpartum adolescents and women; all children less than five (5) years of age; TennCare kids eligible (children from birth to age twenty-one (21) years); CYSHCN (children from birth to age twenty-one (21) years).

A.5. Service Description. The Grantee shall use the grant funds to implement CHANT as follows:

- a. Provide Care Coordination services for CHANT in accordance with the most current version of the CHANT/CSS Guidelines, incorporated herein by reference (a copy of which has been provided to the Grantee), and as directed by the CHANT Program Director, CSS Program Director, and CHANT funders.
- b. Provide appropriate staffing (CHANT lead, CHANT medical services lead, CHANT team lead, care coordinators) as required for CHANT service provision; all staff are required to be full-time and maintain an active Caseload of seventy-five (75) continuous families. Active caseloads are based on established case weights. Those CSS eligible participants with an Unassigned Case Weight are not included in the required caseload. There should be no lapse in service provisions for Priority Populations.
- c. Provide administrative supervision of all CHANT personnel with programmatic coordination and monitoring for non- direct reports.
- d. Notify the CHANT and CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year relating to the positions funded by this Grant Contract.
- e. Establish a centralized intake process to allow timely follow-up on referrals to target populations in accordance with the current version of the CHANT Guidelines. All referrals must be acted on by the CHANT Team Lead within three (3) days.
- f. Engage target populations through conducting the CHANT Screening and Assessment Questionnaire to identify Pathways of Care and other social and medical needs. All CHANT Screening and Assessment Questionnaire responses shall be collected into REDCap. REDCap access is limited to CHANT staff.
- g. Provide education, referral, and follow-up on resources and services as identified by Pathways of Care within CHANT Guidelines. Retain families on Pathways of Care only through completion of all associated action steps and identified outcomes met.
- h. Provide advocacy services, i.e., provide information regarding TennCare and other program requirements; assist with TennCare application process and accessing benefits; assist with referrals and prior authorization of services; and refer to appropriate services, i.e., DHS, health department services, MCOs, PCPs, and additional appropriate referrals per CHANT Pathway of Care etc.
- i. Assist with appointment scheduling, arranging transportation to appointment and changing PCP if requested.
- j. Assist individuals who are ineligible for TennCare to apply for CoverKids and other federal marketplace insurance, and assist women seeking presumptive eligibility.
- k. Engage MCO's and other community partners in county specific planning meetings to improve care coordination of women and children. Provide activities that will engage participants in events which address the actual needs of families enrolled in CHANT located in areas of highest need as determined by zip code level and concentrations of risk.

- l. Determine financial and medical eligibility; provide medical services referral and treatment approval, family service and transition plan development, and implementation of plans for all children eligible for CSS.
- m. Process payment for all CSS claims through PTBMIS from service providers and maintain programmatic information in accordance with the CSS policy contained within the CHANT Guidelines.
- n. The Grantee must participate in monthly CHANT and/or CSS Strategic Topic calls to receive important updates. The Grantee must also participate in regularly scheduled conferences, training and workshops as provided by the State. Any CHANT positions/staff funded by this grant must participate in Implicit bias training, ACEs training and Cultural Sensitivity training as recommended by the State or Grantee and any additional training courses required by the State, whether in person or online.
- o. Failure to meet service provisions as outlined in this scope of service may result in corresponding reduction in funding.

A.6. Service Reporting.

- a. The Grantee shall submit a quarterly CHANT compliance report, in a format provided by the State, by the fifteenth (15th) of the month following the end of each quarter of the Term (October 15, January 15, April 15, and July 15).
- b. The Grantee shall provide Accrual data to the Program Director no later than June 15 in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above shall be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State shall make the final determination concerning acceptance of the work performed under this Grant Contract.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.9. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.10. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.11. This grant allows for the purchase of electronic devices, such as but not limited to computers, ipads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.

A.12. HIPAA Compliance

Grantees: The Grantee must execute a business associate agreement ("BAA") if: (a) the contracting State Agency is a "covered entity" as defined by the Privacy Rules; and (b) the Grantee will provide services to the contracting State Agency that involve Grantee's access to protected health information ("PHI") as defined by the Privacy Rules.

Subcontractors: The Grantee must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Grantee.

A.13. The Grantee shall limit resources to US-based (onshore) resources only (including personnel).

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million One Hundred Seventy-One Thousand Four Hundred Dollars (\$1,171,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs. (Attachment 3)
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Kathy Robinson, Public Health Program Director
 Children's Special Services
 Division of Family Health & Wellness
 Andrew Johnson Tower, 7th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Kathy.robinson@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Division of Family Health and Wellness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to one percent (1%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Kathy Robinson, Public Health Program Director
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway, Nashville, TN 37243
Email Address: kathy.robinson@tn.gov
Telephone # 615-532-3755
FAX # (615) 741-1063

The Grantee:

Sabrina Novak, Administrator
Hamilton County Health Department
921 East Third Street
Chattanooga, TN 37403-2102
Email Address: SabrinaN@HamiltonTN.gov
Telephone # (423) 209-8003

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

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

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

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract. (Attachment 5)
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds three hundred dollars (\$300.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will

describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds three hundred dollars (\$300.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee

unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

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

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

- E. 6. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E. 7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.994 Maternal and Child Health Services Block Grant to the States
- E.8. Grantee Hosted Services Confidential Data, Audit, and Other Requirements
 - a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
 - (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

- (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.
- (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee's and subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. **Comptroller Audit Requirements**

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. **Business Continuity Requirements.** The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 HOUR
- ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 HOURS

The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

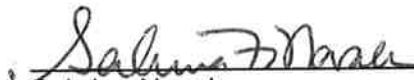
- E.9. **Personally Identifiable Information.** While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or

remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their

HAMILTON COUNTY HEALTH DEPARTMENT



Sabrina Novak
Administrator

4/19/2024

Date

HAMILTON COUNTY GOVERNMENT

Weston Wamp
County Mayor

Date

DEPARTMENT OF HEALTH

Ralph Alvarado, MD, FACP
COMMISSIONER

Date

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	HAMILTON COUNTY WIC CLINIC
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	07/01/2024
Grant contract's end date	06/30/2025
Amount of federal funds obligated by this grant contract	\$206,232.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	HAMILTON COUNTY WIC CLINIC
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	B0452954
Federal award date	11/06/2023
Subaward Period of Performance Start and End Date	10/01/2023 – 09/30/2025
Subaward Budget Period Start and End Date	10/01/2023 – 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994 Maternal and Child Health Services Block Grant to the States
Grant contract's begin date	07/01/2024
Grant contract's end date	06/30/2025
Amount of federal funds obligated by this grant contract	\$206,232.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$367,294.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Maternal and Child Health Services
Name of federal awarding agency	Health Resources and Services Administration
Name and contact information for the federal awarding official	Leon L Harrison Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMO) lharrison@hrsa.gov (301) 443-5809
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Rushdi Eskarous Fiscal Director rushdi.eskarous@tn.gov (615)741-2974
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

GRANT BUDGET				
HAMILTON COUNTY HEALTH DEPARTMENT (CHANT)				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2024 and ending June 30, 2025. YEAR 1				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	\$761,000.00	\$0.00	\$761,000.00
	Benefits & Taxes	\$300,000.00	\$0.00	\$300,000.00
	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies	\$4,000.00	\$0.00	\$4,000.00
	Telephone	\$8,000.00	\$0.00	\$8,000.00
	Postage & Shipping	\$800.00	\$0.00	\$800.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$2,600.00	\$0.00	\$2,600.00
	Printing & Publications	\$3,200.00	\$0.00	\$3,200.00
	Travel/ Conferences & Meetings ²	\$12,000.00	\$0.00	\$12,000.00
	Interest ²	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals ²	\$38,400.00	\$0.00	\$38,400.00
	Depreciation ²	\$0.00	\$0.00	\$0.00
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
	Capital Purchase ²	\$0.00	\$0.00	\$0.00
	Indirect Cost (3.90% of Salaries & Benefits)	\$41,400.00	\$0.00	\$41,400.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$1,171,400.00	\$0.00	\$1,171,400.00

¹ Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo--/library-.html>).

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

ATTACHMENT 2 (continued)

(BUDGET PAGE 2)

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (If applicable)	AMOUNT
BENSON-FLEMING, ZULEIKA, Social Counselor	\$4,056.90	x	12	x	100.00%	+	\$0.00	\$48,682.80
CLARK, SARAH GRACE, Social Counselor	\$4,056.87	x	12	x	100.00%	+	\$0.00	\$48,682.44
CRUZ, TABITHA, Social Counselor	\$3,929.64	x	12	x	100.00%	+	\$975.00	\$48,130.68
CURLEY, DAWN, Health Program Manager	\$4,603.75	x	12	x	80.00%	+	\$0.00	\$44,196.00
FIorentinnii, CECILIA, Social Counselor	\$4,047.51	x	12	x	100.00%	+	\$0.00	\$48,570.12
FREMEN, MARTHA, Social Counselor	\$4,056.87	x	12	x	100.00%	+	\$600.00	\$49,282.44
GOSLOWSKY, DUSTIN, Health Programs Supervisor	\$4,333.33	x	12	x	100.00%	+	\$0.00	\$51,999.96
KINAMORE, LEILA, Health Case Manager	\$3,560.09	x	12	x	100.00%	+	\$0.00	\$42,721.08
MULLINS, MARIA, Secretary	\$3,244.37	x	12	x	100.00%	+	\$1,275.00	\$40,207.44
POPE, VICTORIA, Social Worker 2	\$4,170.75	x	12	x	100.00%	+	\$0.00	\$50,049.00
SHEHEE, DANIELLE, Health Case Manager	\$3,560.09	x	12	x	100.00%	+	\$375.00	\$43,096.08
WARD, MAGGIE, Social Counselor	\$3,873.00	x	12	x	100.00%	+	\$0.00	\$46,476.00
VACANT, Nurse Specialist	\$4,957.77	x	12	x	100.00%	+	\$0.00	\$59,493.24
VACANT, Social Counselor	\$3,873.00	x	12	x	100.00%	+	\$0.00	\$46,476.00
VACANT, Social Counselor	\$3,873.00	x	12	x	100.00%	+	\$0.00	\$46,476.00
VACANT, Social Counselor	\$3,873.00	x	12	x	100.00%	+	\$0.00	\$46,476.00
ROUNDED TOTAL								\$761,000.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Travel	\$7,000.00
Conferences/Meetings/Training	\$5,000.00
ROUNDED TOTAL	\$12,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Clients eligible for special foods	\$38,400.00
ROUNDED TOTAL	\$38,400.00



Department of
Health

Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.)

PO Line # (Req.)

Receipt# (Req.)

Agency Invoice #

Edison Contract #

Edison Vendor #

Edison Address Line #

AP Attachment (check if yes)

☐

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #

Invoice Date

Service Start Date

Service End Date

Contract Start Date

Contract End Date

Contact Person Name

Phone #

Remit Payment to:

Business Name

Street Address

City

State

ZIP

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00

[illegible]

Program Signature 1 Program Signature 2 Program Signature 3

Name: _____

Date: _____

Signature: _____

--

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries	\$ 0.00													\$ 0.00	\$ 0.00
Benefits	\$ 0.00													\$ 0.00	\$ 0.00
Fee/Grant/Award	\$ 0.00													\$ 0.00	\$ 0.00
Supplies	\$ 0.00													\$ 0.00	\$ 0.00
Telephone	\$ 0.00													\$ 0.00	\$ 0.00
Postage and Shipping	\$ 0.00													\$ 0.00	\$ 0.00
Occupancy	\$ 0.00													\$ 0.00	\$ 0.00
Equipment Rental and Maintenance	\$ 0.00													\$ 0.00	\$ 0.00
Printing and Publications	\$ 0.00													\$ 0.00	\$ 0.00
Travel/Conferences and Meetings	\$ 0.00													\$ 0.00	\$ 0.00
Interest	\$ 0.00													\$ 0.00	\$ 0.00
Insurance	\$ 0.00													\$ 0.00	\$ 0.00
Specific Assistance to Individuals	\$ 0.00													\$ 0.00	\$ 0.00
Depreciation	\$ 0.00													\$ 0.00	\$ 0.00
Other Non-Personnel	\$ 0.00													\$ 0.00	\$ 0.00
Capital Purchase	\$ 0.00													\$ 0.00	\$ 0.00
Indirect Costs	\$ 0.00													\$ 0.00	\$ 0.00
Totals	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A,
 - Schedule B, and
 - Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
- Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contracting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

[2 CFR Part 200.430](#)
Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

[2 CFR Part 200.431](#)
Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

[2 CFR Part 200.459](#)

Form 990 Part IX line 11

[Line 5](#)

[Supplies](#)

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

[2 CFR Part 200.453](#)

Form 990 Part IX line 13

[Line 6](#)

[Telecommunication](#)

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

[2 CFR Part 200.471](#)

Form 990 Part IX line 13

[Line 7](#)

[Postage and Shipping](#)

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:

[2 CFR Part 200.474](#)

Form 990 Part IX line 13

[Line 8](#)

[Occupancy](#)

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:

[2 CFR Part 200.465](#)

Form 990 Part IX line 16

[Line 9](#)

[Equipment Rental and Maintenance](#)

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

[2 CFR Part 200.452](#)

Form 990 Part IX line 13

[Line 10](#)

[Printing and Publications](#)

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

Line 11

Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

[F&A Policy 08 Comprehensive State Travel Regulations.](#)

References:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

Line 12

Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

Line 13

Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

Line 14

Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15

Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in-kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16

Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17

Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18

Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

[2 CFR Part 200.439](#)

Form 990 Part X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:

Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:

Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53

Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54

Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55

Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56

Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57

Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58

Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59

This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

**NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND
REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1**

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

**TOTAL EXPENSE SUMMARY REPORT
Schedule C**

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grand Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

**STATE OF TENNESSEE
PROGRAM EXPENSE REPORT**

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:
 Program Name:
 Assistance Listing Number/Program Number:
 Edison Contract Number:
 Grant/Contract Term:

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunications		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	Total Direct Program Expenses	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	Total Program Expenses	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages: _____

Contractor/Grantee Name: _____

Report Period: _____

Contracting State Agency: _____

Program Name: _____ **A**

Assistance Listing Number/Program Number: _____

Edison Contract Number: _____

Grant/Contract Term: _____

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Communication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	Total Direct Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	Total Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

A

B

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunications		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	Total Direct Nongrant Expenses	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	Total Direct Nongrant and Administrative Expenses	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	Total Nongrant Expenses	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages: _____

Contractor/Grantee Name: _____

Report Period: _____

Contracting State Agency: _____

Program Name: _____

Assistance Listing Number/Program Number: _____

Edison Contract Number: _____

Grant/Contract Term: _____

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Postage and Shipping					0.00		0.00
7	Occupancy					0.00		0.00
8	Equipment Rental and Maintenance					0.00		0.00
9	Printing and Publications					0.00		0.00
10	Travel					0.00		0.00
11	Conferences and Meetings					0.00		0.00
12	Interest					0.00		0.00
13	Insurance					0.00		0.00
14	Grants and Awards					0.00		0.00
15	Specific Assistance to Individuals					0.00		0.00
16	Depreciation					0.00		0.00
17	Other Non-personnel Expenses: (list details in a-d)							0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
18	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	Reimbursable Capital Purchases					0.00		0.00
20	Total Direct Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	Administrative Expenses					0.00		0.00
22	Total Direct Nongrant and Administrative Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	In-Kind Expenses					0.00		0.00
24	Total Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES**

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:	<input type="text"/>	<input type="text"/>	
Program Name:	<input type="text" value="A"/>	<input type="text" value="B"/>	
Assistance Listing Number/Program Number:	<input type="text"/>	<input type="text"/>	
Edison Contract Number:	<input type="text"/>	<input type="text"/>	
Grant/Contract Term:	<input type="text"/>	<input type="text"/>	

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES**

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Nongrant Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

**STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT**

Schedule C

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a		0.00			0.00
b		0.00			0.00
c		0.00			0.00
d		0.00			0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	Total Direct Program Expenses	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	Total Expenses	0.00	0.00	0.00	0.00

Annual (Final) Report*

1. Grantee Name:
2. Grant Contract Edison Number:
3. Grant Term:
4. Grant Amount:
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Kathy Robinson, Program Director, TN Department of Health;

Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and

fa.audit@tn.gov, TN Department of Finance and Administration



Hamilton County Board of Commissioners RESOLUTION

No. 524-31

A RESOLUTION APPROVING A SOFTWARE SUPPORT AND MAINTENANCE CONTRACT FROM ESRI, INC., FOR ONE (1) YEAR, BEGINNING JUNE 9, 2024, THROUGH JUNE 8, 2025, FOR THE GEOSPATIAL TECHNOLOGY DEPARTMENT AMOUNTING TO \$87,380.00, 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 Geospatial Technology 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 \$87,380.00 is considered reasonable; and,

WHEREAS, there are sufficient budgeted funds available to the requisitioning department in the General Fund operating budget.

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, 2024, through June 8, 2025, amounting to \$87,380.00 for the Geospatial Technology 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

May 15, 2024

Date



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 03/15/2024
To: Jason Shaneyfelt
Organization: County of Hamilton
Geospatial Technology
Fax #: 423-209-7761 **Phone #:** 423-209-7760

From: Axel Penaloza
Fax #: **Phone #:** + 19093698211 Ext. 8211
Email: apenaloza@esri.com

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

Quotation #26202317
Document Date: 03/10/2024

***** REVISED QUOTE*****

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: + 190936982118211

Quotation

Date: 03/10/2024

Quotation Number: 26202317

Contract Number: 00278913.6AA-3

County of Hamilton
Geospatial Technology
Finance
1250 Market St Ste 1010
Chattanooga TN 37402-4441

Attn: Jason Shaneyfelt
Email: jasons@hamiltontn.gov

Customer Number: 132547

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

Send Purchase Orders To:

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

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 06/09/2024 End Date: 06/08/2025 Subscription ID: 7638774891	3,510.00	3,510.00
1010	9	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 06/09/2024 End Date: 06/08/2025 Subscription ID: 7638774891	1,414.00	12,726.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 06/09/2024 End Date: 06/08/2025 Subscription ID: 7638774891	1,768.00	1,768.00
5010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	586.00	586.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

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.

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: + 190936982118211

Quotation

Page 2

Date: 03/10/2024

Quotation Number: 26202317

Contract Number: 00278913.6AA-3

Item	Qty	Material#	Unit Price	Extended Price
<hr/>				
Start Date: 06/09/2024				
End Date: 06/08/2025				
6010	2	87233	233.00	466.00
ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance				
Start Date: 06/09/2024				
End Date: 06/08/2025				
7010	1	87198	586.00	586.00
ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance				
Start Date: 06/09/2024				
End Date: 06/08/2025				
8010	2	87199	233.00	466.00
ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance				
Start Date: 06/09/2024				
End Date: 06/08/2025				
10010	2	87192	465.00	930.00
ArcGIS Desktop Basic Single Use Primary Maintenance				
Start Date: 06/09/2024				
End Date: 06/08/2025				
Subscription ID: 7638774891				
11010	14	87193	354.00	4,956.00
ArcGIS Desktop Basic Single Use Secondary Maintenance				
Start Date: 06/09/2024				
End Date: 06/08/2025				
Subscription ID: 7638774891				
14010	35	154321	556.00	19,460.00
ArcGIS Online Creator Annual Subscription (Pre 4.4 Pricing)				
Start Date: 06/09/2024				
End Date: 06/08/2025				
Subscription ID: 7638774891				
15010	1	157023	1,777.00	1,777.00
ArcGIS Developer Professional Annual Subscription				
Start Date: 06/09/2024				
End Date: 06/08/2025				



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936982118211

Quotation

Page 3

Date: 03/10/2024

Quotation Number: 26202317

Contract Number: 00278913.6AA-3

Item	Qty	Material#		Unit Price	Extended Price
16010	2	161326	ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 06/09/2024 End Date: 06/08/2025	11,893.00	23,786.00
17010	1	161339	ArcGIS Image Server Up to Four Cores Maintenance Start Date: 06/09/2024 End Date: 06/08/2025	5,783.00	5,783.00
17020	1	122181	ArcGIS Desktop Advanced Single Use Primary Maintenance Start Date: 06/09/2024 End Date: 06/08/2025 Subscription ID: 7638774891	3,510.00	3,510.00
17030	5	122183	ArcGIS Desktop Advanced Single Use Secondary Maintenance Start Date: 06/09/2024 End Date: 06/08/2025 Subscription ID: 7638774891	1,414.00	7,070.00

Item Subtotal	87,380.00
Estimated Tax	0.00
Total	USD 87,380.00

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



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Quotation

Page 4

Date: 03/10/2024

Quotation Number: 26202317

Contract Number: 00278913.6AA-3

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and 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.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law , the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936982118211

Quotation

Page 5

Date: 03/10/2024

Quotation No: 26202317

Customer No: 132547

Contract No: 00278913.6AA-3

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD _____ 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.

Signature of Authorized Representative

Date

Name (Please Print)

Title

April 4th, 2024

Esri Inc
380 New York St
Redlands CA 92373-8118

RE: Hamilton County Software Maintenance

There are seven organizations grouped to form ESRI customer number 132547 on Quotation Number 26202317.

GEOSPATIAL TECHNOLOGY

Product Description	Quantity	Net Price	Grouped Software	
			Avg Price	Item Price
ArcGIS Desktop Advanced Concurrent Use	10	\$16,236.00	\$1,623.60	
ArcGIS Desktop Advanced Single Use	3	\$5,290.02	\$1,763.34	
ArcGIS Desktop Basic Single Use	4	\$1,471.48	\$367.87	
Spatial Analyst for Desktop Concurrent Use	2	\$701.36	\$350.68	
3D Analyst for Desktop Concurrent Use	2	\$701.36	\$350.68	
ArcGIS Online Creator Annual Subscription	35	\$19,460.00		\$556.00
ArcGIS Developer Professional	1	\$1,777.00		\$1,777.00
ArcGIS Enterprise Advanced	1	\$11,893.00		\$11,893.00
ArcGIS Image Server	1	\$5,783.00		\$5,783.00
AGENCY TOTAL		\$63,313.22		

ASSESSOR OF PROPERTY

Product Description	Quantity	Net Price	Avg Price	Item Price
ArcGIS Desktop Advanced Single Use	3	\$5,290.02	\$1,763.33	
AGENCY TOTAL		\$5,290.02		

WATER QUALITY

Product Description	Quantity	Net Price	Avg Price	Item Price
ArcGIS Desktop Basic Single Use	5	\$1,839.35	\$367.87	
ArcGIS Desktop Standard Concurrent Use	1	\$1,768.00		\$1,768.00
3D Analyst for Desktop Concurrent Use	1	\$350.66	\$350.67	
Spatial Analyst for Desktop Concurrent Use	1	\$350.66	\$350.67	
AGENCY TOTAL		\$4,308.67		

EMERGENCY MANAGEMENT

Product Description	Quantity	Net Price	Avg Price	Item Price
---------------------	----------	-----------	-----------	------------

ArcGIS Desktop Basic Single Use	2	\$735.74	\$367.87
	AGENCY TOTAL	\$735.74	

HEALTH DEPARTMENT

Product Description	Quantity	Net Price	Avg Price	Item Price
ArcGIS Desktop Basic Single Use	2	\$735.74	\$367.88	
	AGENCY TOTAL	\$735.74		

9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

Product Description	Quantity	Net Price	Avg Price	Item Price
ArcGIS Desktop Basic Single Use	3	\$1,103.61	\$367.88	
	AGENCY TOTAL	\$1,103.61		

CITY OF CHATTANOOGA

Product Description	Quantity	Net Price	Avg Price	Item Price
ArcGIS Enterprise Advanced	1	\$11,893.00		\$11,893.00
	AGENCY TOTAL	\$11,893.00		

The grand total of these maintenance fees from all parties is \$87,380.00. Thank you for your assistance.

Kind Regards,

Jason Shaneyfelt
Hamilton County Geospatial Technology Manager

SOLE SOURCE LETTER - NONFEDERAL
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: April 4, 2024

TO: Hamilton County

FROM: Jackie Ricks, Esri Contracts Specialist I/Contracts & Legal Department

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri is the sole-source provider of Esri products and related maintenance services in the U.S. commercial, state, and local government marketplace, subject to the disclosures set forth below.

Esri has authorized certain resellers to resell sole source products, including Esri enterprise agreements, to state agencies of the State of California only under the California Software License Program (SLP). Esri distributes Esri software licenses in combination with non-Esri hardware, software or services through open-market value-added resellers, system integrators and OEMs. Esri also distributes Esri software licenses, subscriptions, and subscription renewals separately or in combination with non-Esri software or services through resellers to customers that provide architectural, engineering, and construction services. On request, Esri will provide open-market quotes for Esri products and maintenance to pass-through customer-designated resellers.

If you have further questions, please contact me at jricks@esri.com.

A handwritten signature in blue ink, appearing to read "J. Ricks", is positioned above the printed name "Jackie Ricks".

Jackie Ricks



Hamilton County Board of Commissioners RESOLUTION

No. 524-32

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO AMEND RESOLUTION NO. 923-19 TO INCREASE THE REVENUE AND EXPENDITURE BUDGETS OF THE HAMILTON COUNTY RECOVERY COURT AN ADDITIONAL \$21,250 IN RESPONSE TO AN INCREASE IN THE FY24 FELONY RECOVERY COURT PROGRAM GRANT AWARD FROM THE TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES FROM \$488,750 TO \$510,000 AND TO SIGN ANY DOCUMENTS RELATED TO THIS RESOLUTION.

Whereas, the Recovery Court budgeted \$488,750, and the state increased the award to \$510,000; and,

Whereas, the Recovery Court revenue and expenditure budgets must be updated to reflect the funding difference to receive the increased pass through awarded amount; and,

Whereas, no match is required and the funding had been previously budgeted.

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

The County Mayor is hereby authorized to amend Resolution No. 923-19 to increase the revenue and expenditure budgets of the Hamilton County Recovery Court an additional \$21,250 in response to an increase in the FY24 Recovery Court Program grant award from the Tennessee Department of Mental Health and Substance Abuse Services from \$488,750 to \$510,000 and to sign any and all grant related documents.

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

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-33

A RESOLUTION APPROVING THE PURCHASE OF AN ANNUAL SOFTWARE MAINTENANCE CONTRACT FOR INFORM RMS SOFTWARE AMOUNTING TO \$115,305.23 FROM CENTRALSQUARE TECHNOLOGIES, LLC BEGINNING AUGUST 7, 2024 THROUGH MAY 31, 2025, FOR THE SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for an annual software maintenance contract beginning August 7, 2024, through May 31, 2025 for Inform RMS software amounting to \$115,305.23 for the Sheriff's Office; and,

WHEREAS, CentralSquare Technologies, LLC is the sole source for maintenance for this product; and,

WHEREAS, the amount of \$115,305.23 is considered economically fair; and,

WHEREAS, there are sufficient budgeted funds available to the requisitioning department in the General Fund operating budget.

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

That the quotation from CentralSquare Technologies, LLC for an annual software maintenance contract for Inform RMS software beginning August 7, 2024, through May 31, 2025, amounting to \$115,305.23 for the Sheriff's Office 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

May 15, 2024

Date

Renewal Order #: Q-149179
Start Date: August 7, 2024
End Date: May 31, 2025
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems**Renewal Order prepared for:**
Ronald Bernard, Information Systems Manager
Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN 37402
(423) 209-7015

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Custom Interface - Inform RMS Warrant Export	1	0.00 USD
2.	Inform Mobile Base Position with CJIS/NCIC Forms	6	1,672.26 USD
3.	Inform Mobile Base Positions with CJIS/NCIC Forms (Hamilton County Sheriff)	124	34,560.28 USD
4.	Inform Mobile Mapping	6	334.45 USD
5.	Inform RMS Evidence and Barcoding	1	2,980.45 USD
6.	Inform RMS GIS (with CAD)	1	0.00 USD
7.	Inform RMS Server Software (C - 121-250 Users)	1	17,102.79 USD
8.	Inform RMS Test or Training System	1	1,861.55 USD
9.	Inform RMS to CopLink Interface	1	0.00 USD
10.	Remote Support Connectivity	1	416.90 USD
11.	RMS	100	54,291.35 USD
12.	Standard Arrest Publisher Annual Maintenance Fee	1	2,085.20 USD

Renewal Order Total: 115,305.23 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.



CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

April 9, 2024

Kevin Finchum
Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN, 37402

Dear Kevin Finchum,

This letter is in response to Hamilton County Sheriff's Office's request for a sole source letter from our company. This letter is to confirm that Enterprise is a sole source product, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). This product must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. Enterprise is sold only as a direct transaction between CentralSquare and end clients.

Sincerely,

A handwritten signature in cursive script that reads "Joe Beasley".

Joe Beasley
Vice President of Sales, Public Safety & Justice
CentralSquare Technologies, LLC



Hamilton County Board of Commissioners

RESOLUTION

No. 524-34

A RESOLUTION TO WAIVE THE PROCUREMENT RULES AND AUTHORIZE THE COUNTY MAYOR TO TRANSFER A SURPLUS VEHICLE TO BLOUNT COUNTY GOVERNMENT.

- WHEREAS, the Hamilton County Procurement Rules require the auction or marketing of county-owned surplus property; and,
- WHEREAS, the Hamilton County Procurement Rules have no provisions for donating surplus county property to another governmental or nonprofit agency, that authority residing with the Hamilton County Commission; and,
- WHEREAS, this vehicle, a 2017 Ford Explorer VIN # 1FM5K8AR7HGC86889 TAG #2958GE [odometer of 150,000] has been in use by the County for 7 years; and,
- WHEREAS, Blount County Government has a need for this vehicle; and,
- WHEREAS, Blount County Government has examined the vehicle and feels it would be beneficial to their efforts, and fully understands that the vehicle is "as is" and comes with no promises, guarantees, or warranties implied, especially as it relates to include longevity and/or road worthiness; and,
- WHEREAS, this vehicle is no longer viable for operational use and thus has been taken out of service by the Hamilton County Sheriff's Office and there is a need by Blount County Government.

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

That the Board of County Commissioners does hereby waive the Procurement Rules and donate the herein described surplus property to Blount County Government.

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

May 15, 2024

Date



HAMILTON COUNTY
SHERIFF'S OFFICE

Ron Bernard
Chief of Staff

May 2, 2024

Jerald Carpenter
Hamilton County
Director of Procurement

Mr. Carpenter,

Blount County Sheriff's Office would like this vehicle to support training. The vehicle is usable, however, due to the mileage it is not usable for the HCSO to use as a pursuit or fleet vehicle. Sheriff Garrett feels that it is in the best interest, of our neighboring taxpayers in Blount County, that we transfer this vehicle to Blount County.

"Donation of one surplus vehicle to Blount County Government to support their operation: 2017 Ford Explorer, VIN# 1FM5K8AR7HGC86889, Tag # 2958GE, Odometer: 150,0000

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Bernard".

Ron Bernard
Chief of Staff
Hamilton County Sheriff's Office

RB/mb

Encl: Blount County Donation/HCSO Surplus Form, Resolution Donation of Auto

Cc:



BLOUNT COUNTY SHERIFF'S OFFICE
SHERIFF JAMES L. BERRONG
LAW ENFORCEMENT TRAINING ACADEMY



May 3, 2024

Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN 37402

Dear Sheriff Garrett,

It has been brought to our attention that your agency has a 2017 Ford Explorer that is no longer useful for frontline operation. The Blount County Sheriff's Office Regional Law Enforcement Training would like to request a donation of that car to use for our Basic Law Enforcement training academy emergency vehicle operations course. We run two basic law enforcement academies's a year and have six weeks of EVOC Training along with PIT and Box-In Technique training. We will use the vehicle until it is no longer operational for our EVOC training and then we will continue to use parts from that vehicle to keep other track cars operational.

Your consideration of the matter is greatly appreciated. Please feel free to contact me at any time with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Blair".

Josh Blair
Lieutenant
General Department Instructor
Academy Director

Acknowledgement, Indemnification and Hold Harmless Agreement

By this document, I _____, the undersigned, on behalf of Blount County Government do hereby acknowledge the donation and receipt of the herein-below described asset(s) from Hamilton County, Tennessee, as received pursuant to Hamilton County Resolution #<RES NO. HERE> (copy attached) as approved by the Hamilton County Board of Commissioners on May 15, 2024.

Blount County Government does hereby accept said asset(s) in its "AS IS" condition, and agrees to cause the registration of said vehicle upon Blount County Government's receipt of same. Blount County Government does further acknowledge and agree to be fully responsible for any damage that may be caused in the operation of said vehicle after Blount County Government's acceptance of same. Additionally, Blount County Government acknowledges and agrees to be fully responsible for any and all costs relative to insurance, upkeep, maintenance, repairs, vehicle title/registration as of the above date.

Blount County Government further agrees to indemnify, defend, and hold harmless Hamilton County, its officials, employees, agents, and volunteers from any and all claims for any loss, damage, cost, expense, liability, demands, suits, attorney's fees, and judgements arising directly or indirectly from or in any manner related to the obtaining, maintaining, and/or operating of said vehicle, as well as in future operation of this vehicle and/or any other use by Blount County Government and its employees, agents, or volunteers in the future.

I, _____, further attest that I am authorized to bind Blount County Government to the terms of this agreement.

Asset: 2017 Ford Explorer
VIN # 1FM5K8AR7HGC86889

Signed on the ____ day of _____, 2024.

Signature

Blount County Government

Printed Name

Address

Title / Position

Telephone

HAMILTON COUNTY, TN
VEHICLE SURPLUS/STATUS CHANGE FORM

This form is to be completed when a vehicle is added to the fleet, transferred to another department, disposed of, or turned in as surplus accordance with Hamilton County vehicle policies and procedures. Each vehicle received by transfer or surplus without release of another vehicle in exchange constitutes a fleet increase for your division, which must be approved in advance by the County Mayor. *For vehicles turned in as surplus, further instructions will be provided by the Department of Procurement & Fleet Management after receipt of this form.*

DEPARTMENT: Hamilton County SO CONTACT PERSON: Lt. Matthew Purvis
DATE: 12/19/2023 PHONE NUMBER: 423-509-3576

VEHICLE DISPOSED OF: TAG NUMBER: 2958GE YEAR: 2017
MAKE: Ford MODEL: Explorer MILEAGE: 150000
VIN NUMBER: 1 F M 5 K 8 A R 7 H G C 8 6 8 8 9
Condition (running, inoperable, etc.): Running, Unit 627
Current location: Silverdale

Disposition: ☐ Transfer to Surplus
☐ Transfer to another Department (list Department): _____
☒ Other – please explain (i.e., wrecked, etc.): Donating to Blount County

VEHICLE ACQUIRED: TAG NUMBER: _____ YEAR: _____
MAKE: _____ MODEL: _____ MILEAGE: _____
VIN NUMBER: _____

Acquisition: ☐ New Purchase
☐ Transferred from another Department (list Department): _____

Approved By: _____ Date: _____
Administrator/Elected Official

SUBMIT FORM TO: DEPARTMENT OF PROCUREMENT & FLEET MANAGEMENT/JERALD CARPENTER

Disposition of Vehicle Described Above:

Price: _____

Date: _____

Auctioned By: _____

Director of Procurement & Fleet Management

Prepared By: _____

Administrator of Finance



Hamilton County Board of Commissioners

RESOLUTION

No. 524-35

A RESOLUTION TO AMEND THE COUNTY GENERAL FUND BUDGET BY TRANSFERRING ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000) FROM THE OPERATING BUDGET OF THE ALTERNATIVE SENTENCING DEPARTMENT INTO THE CAPITAL OUTLAY BUDGET TO PURCHASE TWO NEW VEHICLES FOR THE COURTS COMMUNITY SERVICE PROGRAM (LITTER GRANT).

WHEREAS, there is a need to purchase a new 15 passenger van and dump truck, which will enable the Courts Community Service (Litter Grant) to better serve the community in removing litter from Chattanooga roadways; and,

WHEREAS, the cost of these vehicles are one hundred and sixty thousand dollars (\$160,000); and,

WHEREAS, sufficient budgeted funds are available in the Alternative Sentencing Department's operating budget; and,

WHEREAS, it is desirable to make all capital purchases within the Capital Outlay Budget; and,

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

The County General Fund Budget is hereby amended by transferring one hundred and sixty thousand dollars (\$160,000) from the Operating Budget of the Alternative Sentencing Department into the Capital Outlay Budget for the purchase of the vehicles in the Courts Community Service Program.

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

May 15, 2024

Date



Hamilton County Board of Commissioners **RESOLUTION**

No. 524-36

TO AMEND RESOLUTION 722-52 IN ORDER TO REALLOCATE \$150,000 IN FUNDS RECEIVED FROM THE FEDERAL AMERICAN RESCUE PLAN ACT (ARPA) TO DIFFERENT PARKS AND RECREATION PROJECTS BASED ON A REEVALUATION OF NEEDS AND PRIORITIES

WHEREAS, Resolution 722-52 allocated \$150,000 to a Parks and Recreation project for repairs and resurfacing of Still Hollow Loop at Enterprise South; and,

WHEREAS, after a reevaluation of the remaining projects and funds still available, it is recommended to reallocate funds of \$150,000 originally planned for Still Hollow Loop at Enterprise South to be used for paving and repairs to Sam Powell Road which provides access to Shackleford Ridge Park and paving work at Apison Park; and,

WHEREAS, the Hamilton County Mayor and this legislative body believe it is in the best interests of the residents of Hamilton County to make this reallocation related to Parks and Recreation ARPA projects; and,

WHEREAS, there are sufficient funds in Hamilton County's allocation of American Rescue Plan Act funds for these projects.

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

That an amendment to Resolution 722-52 in order to reallocate \$150,000 in funds received from the Federal American Rescue Plan Act to the Parks and Recreation projects noted above based on a reevaluation of needs and priorities is hereby approved.

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

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-37

A RESOLUTION TO AMEND RESOLUTION 1223-11 AND TO ACCEPT A CONNECTED COMMUNITIES FACILITIES GRANT IN THE AMOUNT OF \$1,421,028.00 FROM THE TENNESSEE ECONOMIC AND COMMUNITY DEVELOPMENT BROADBAND OFFICE WITH A 10% COUNTY FUNDS MATCH REQUIRED AND TO INCLUDE IN THE PARKS AND RECREATION FY 2025 REVENUE AND EXPENDITURES BUDGET AND TO SIGN ANY DOCUMENTS RELATED TO THIS RESOLUTION

Whereas, Parks and Recreation is renovating and rehabilitating the old Harrison Elementary on Highway 58 to become Hamilton County's first Senior and Community Center; and,

Whereas, the TN Economic and Community Development Broadband Office awarded Hamilton County a Connected Community Facilities Grant Program, which aims to construct and improve digital access through the creation of buildings or rehabilitation of existing facilities in order to enable digital workforce development, virtual health monitoring, virtual education, and broadband access; and,

Whereas, the Parks and Recreation Department will include the grant and related match in the FY 2025 revenue and expenditures budgets will be amended accordingly; and,

Whereas, A 10% County match is required.

NOW THEREFORE BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED THAT; THE HAMILTON COUNTY IS HEREBY AUTHORIZED TO ACCEPT A CONNECTED COMMUNITIES FACILITIES GRANT IN THE AMOUNT OF \$1,421,028.00 WITH A 10% COUNTY FUNDS MATCH REQUIRED; TO INCLUDE IN THE PARKS AND RECREATION DEPARTMENT FY 2025 REVENUE AND EXPENDITURES BUDGET ACCORDINGLY; AND TO SIGN ANY DOCUMENTS RELATED TO 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

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 524-38

A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF INCLUSIVE PARK EQUIPMENT FOR MCDONALD FARM PARK, HARRISON CENTER, AND ENTERPRISE SOUTH NATURE PARK FOR PARKS AND RECREATION FROM PLAYCORE WISCONSIN INCORPORATED FROM THE OMNIA PURCHASING COOPERATIVE AMOUNTING TO \$64,779.79, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received from Playcore Wisconsin Incorporated amounting to a total of \$64,779.79 for the purchase and delivery of inclusive park equipment for McDonald Farm Park, Harrison Center, Enterprise South Nature Park for Parks and Recreation from the Omnia Purchasing Cooperative; and,

WHEREAS, the Hamilton County Procurement Rules Section 3.6.C allows for purchasing goods or services under other governmental cooperative purchasing contracts; and,

WHEREAS, Playcore Wisconsin Incorporated is under current contract number 2017001134 with Omnia Purchasing Cooperative; and,

WHEREAS, pricing from the Omnia contract is considered economically fair; and,

WHEREAS, the total purchase will be funded by an allocation from the State Health Promotion Preventative Health Services Block Grant Operational Funds.

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

That the quotation received from Playcore Wisconsin Incorporated for the purchase and delivery of inclusive park equipment for McDonald Farm Park, Harrison Center, Enterprise South Nature Park for Parks and Recreation from the Omnia Purchasing Cooperative amounting to \$64,779.79 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

May 15, 2024

Date



Rick R. Wood
Sr Business Development Manager
544 Chesnut Street
Chattanooga, TN 37402
C: 423-316-7371
rick.wood@impactparks.com

04/30/2024
Quote #
101311-01-01

Hamilton County Health Department

Hamilton County Parks & Recreation
Attn: Matt Folz
2277 N. Gold Point Circle
Hixson, TN 37343
MattF@HamiltonTN.gov

Ship to Zip 37403

Quantity	Part #	Description	Unit Price	Amount
1	13558S	GameTime - Shoulder Rotator (Surface Mount)	\$4,611.00	\$4,611.00
1	6262	GameTime - Inclusive Whirl - Basic	\$18,633.00	\$18,633.00
1	14900	GameTime - Assisted Balance Walk	\$2,473.00	\$2,473.00
1	14902	GameTime - Assisted Functional Trainer	\$3,505.00	\$3,505.00
1	14904	GameTime - Skill Trainer	\$3,973.00	\$3,973.00
1	14911	GameTime - Thrive 250	\$15,570.00	\$15,570.00
1	14925S	GameTime - Accessible Hand Cycle (Surface Mount)	\$7,139.00	\$7,139.00
1	FNH	Freenotes - Freenotes Mushroom Inground Ensemble	\$5,511.75	\$5,511.75
1	FNH	Freenotes - Freenotes Flowers Inground Ensemble	\$4,439.25	\$4,439.25
1	FNH	Freenotes - Freenotes Butterfly Inground Ensemble	\$3,989.25	\$3,989.25
Contract: OMNIA #2017001134			Sub Total	\$69,844.25
			Discount	(\$6,022.62)
			Freight	\$958.16
			Total	\$64,779.79

Comments

Please provide a copy of your tax exempt certificate to remove taxes.

An important step in creating a safer play space is selecting the right playground surfacing solution. Surfacing products from GT Impax are engineered to work with GameTime play systems and are matched to the specifications required for adequate safety surfacing, including the correct calculation of play equipment fall heights. Our playground surfaces are certified to meet all applicable standards listed by the American Society for Testing and Materials (ASTM), including F1292 for impact attenuation and F1951 for wheelchair accessibility.



Rick R. Wood
Sr Business Development Manager
544 Chesnut Street
Chattanooga, TN 37402
C: 423-316-7371
rick.wood@impactparks.com

04/30/2024
Quote #
101311-01-01

Hamilton County Health Department

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under \$5,000 require payment with order.

Quotation: pricing is firm for 30 days from date of quotation.

Payment terms: net 30 days subject to approval by GameTime Credit Manager; a 1.5% per month finance charge will be imposed on all past due accounts.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Freight charges: to be prepaid and added at time of invoicing.

Compliance: all composite playground designs and equipment shall comply with ASTM F 1487-17, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; Handbook for Public Playground Safety Publication 325 by the U.S. Consumer Product Safety Commission; and the Guide to ADA Accessibility Guidelines for Play Areas published by the U.S. Access Board.

Warranties: GameTime standard product warranties shall apply.

To order: kindly complete the acceptance portion of this proposal and provide your purchase order copy and color selections. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Acceptance of proposal: Entity: _____

Accepted by: _____

Signature: _____

Title: _____

Date: _____



Rick R. Wood
Sr Business Development Manager
544 Chesnut Street
Chattanooga, TN 37402
C: 423-316-7371
rick.wood@impactparks.com

04/30/2024
Quote #
101311-01-01

Hamilton County Health Department

Order information: Bill to: _____ Ship to: _____
Contact: _____

_____ Contact: _____
Address: _____

_____ Tel _____ Fax _____ Address: _____

Address: _____ City, State, Zip: _____
City, _____

State, _____ Zip: _____ Sales Tax Exemption Certificate No.: _____ (provide copy of certificate) Shipping
instructions: _____

Color Selections: Desired Color Palette selection _____ or Color
Scheme: _____

_____ Uprights _____ Decks _____ Metal _____ Plastic



Hamilton County Board of Commissioners RESOLUTION

No. 524-39

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$1,073,704.32 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM WITH A CONTRACT PERIOD BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2026

WHEREAS, the Hamilton County Courts Community Services Program contract with TDOT provides litter and trash collection on right-of-ways of area state highways; and,

WHEREAS, the program provides a valuable alternative to incarceration; and,

WHEREAS, no match is required for this agreement;

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

The County Mayor is hereby authorized to sign a contract, a copy of which is available on request, in the amount of \$1,073,704.32 with the Tennessee Department of Transportation for the Hamilton County Courts Community Service Program with a contract period beginning July 01, 2024 and ending June 30, 2026.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024

Date

CONTRACT
THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
COUNTY OF HAMILTON

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and County of Hamilton, hereinafter referred to as the "Contractor," is for the provision of a special agreement for litter removal on State Routes, as further defined in the SCOPE OF SERVICES.

Contractor Edison Registration ID # 0000004208
Contract #: CMA 2525

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.3. Tenn. Code Ann. 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments and, that the reimbursement shall be on an actual cost basis.
- A.4. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million Seventy-Three Thousand Seven Hundred Four Dollars and Thirty-Two Cents (\$1,073,704.32). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with

the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Stephen Delashmitt
Administrative Services Assistant
Tennessee Department of Transportation
7474 Volkswagen Drive, Bldg. H
Chattanooga, TN 37416

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name □ title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced

- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C ☐
- (2) only be submitted for completed service and shall not include any charge for future work ☐
- (3) not include sales tax or shipping charges ☐ and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the ☐ Authorization Agreement for Automatic Deposit Form ☐ provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH ☐ and
- b. The Contractor shall complete, sign, and return to the State the State-provided ☐ -9 form. The taxpayer identification number on the ☐ -9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing ☐ age Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made

by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Abbas Shahid
Tennessee Department of Transportation
7474 Volkswagen Drive, Bldg. H
Chattanooga, TN 37416
Abbas.Shahid@tn.gov
Telephone # (423)305-3990
FAX # (423)510-1155

The Contractor:

John Cooper, Program Manager
County of Hamilton
6215 Dayton Blvd
JohnC@HamiltonTN.gov
Telephone # (423)315-9736
FAX # (423)847-4844

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

COUNTY OF HAMPTON:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

BOARD MEMBER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

RESIDENT, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH A COUNTY

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
441	Litter Removal	Roadway Miles

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH A COUNTY

The following Table itemizes the eligible **length of litter removal in linear miles to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. The Contractor shall maintain all eligible linear miles under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

		Calculated Maximum Annual Reimbursement:	\$ 536,852.16				
		Total Maximum Reimbursement:	\$1,073,704.32				
Litter Inventory Worksheet							
Route Number	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
I0024	171.03	185.74	14.71	\$ 60.00	52	764.92	\$ 45,895.20
I0075	0	12.32	12.32	\$ 60.00	52	640.64	\$ 38,438.40
I0075	12.32	15.63	3.31	\$ 60.00	52	172.12	\$ 10,327.20
I0124	0	1.95	1.95	\$ 60.00	52	101.4	\$ 6,084.00
SR029	0	11.06	11.06	\$ 60.00	52	575.12	\$ 34,507.20
SR029	11.06	30.84	19.78	\$ 60.00	52	1028.56	\$ 61,713.60
SR153	0	12.87	12.87	\$ 60.00	52	669.24	\$ 40,154.40
SR058	7.012	26.19	19.178	\$ 60.00	52	997.26	\$ 59,835.36
SR319	8.155	21.29	13.135	\$ 60.00	52	683.02	\$ 40,981.20
SR111	0	7.35	7.35	\$ 60.00	52	382.2	\$ 22,932.00
SR002	21.14	24.42	3.28	\$ 60.00	52	170.56	\$ 10,233.60
SR008	15.781	23.17	7.389	\$ 60.00	52	384.23	\$ 23,053.68
SR027	0	1.967	1.967	\$ 60.00	52	102.28	\$ 6,137.04
SR060	0	7.74	7.74	\$ 60.00	52	402.48	\$ 24,148.80
SR312	0	16.421	16.421	\$ 60.00	52	853.89	\$ 51,233.52
SR317	5.46	15.76	10.3	\$ 60.00	52	535.6	\$ 32,136.00
SR320	5.072	7.29	2.218	\$ 60.00	52	115.34	\$ 6,920.16
SR321	0	7.09	7.09	\$ 60.00	52	368.68	\$ 22,120.80
					Total Contract Litter (mi.):	8947.536	\$536,852.16



Hamilton County Board of Commissioners RESOLUTION

No. 524-40

A RESOLUTION AUTHORIZING ALTERNATIVE SENTENCING TO APPLY FOR AN \$850,000 BUREAU OF JUSTICE ASSISTANCE (BJA) SECOND CHANCE ACT SMART SUPERVISION GRANT WITH NO MATCH IMPROVE OUTCOMES FOR ADULTS ON COMMUNITY SUPERVISION.

WHEREAS, the Alternative Sentencing Department's mission is to offer programs that are an alternative to incarceration and that focus on work ethic and a more structured lifestyle with the intent of reducing recidivism and safety of the community,

WHEREAS, this grant opportunity would fund a comprehensive response to assist in the transition individuals make from adult confinement facilities to their communities so that the transition is successful and promotes public safety; and,

WHEREAS, the Second Chance Act is designed to help communities develop and implement comprehensive strategies that address the challenges posed by reentry and recidivism reduction; and,

WHEREAS, if awarded, this grant covers a three-year period beginning in October 2024 and there is no required match;

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

The Hamilton County Mayor is hereby authorized to apply for an \$850,000 Bureau of Justice Affairs (BJA) Second Chance Act Smart Supervision Grant with no match to improve outcomes for adults on community supervision and to sign any and all related grants documents.

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

May 15, 2024

Date

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Solicitation Title: BJA FY24 Second Chance Act Smart Supervision Program**Assistance Listing Number: 16.812****Grants.gov Opportunity Number: O-BJA-2024-172034****Solicitation Release Date: March 18, 2024****Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on May 15, 2024****Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on May 22, 2024**

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Synopsis

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding.

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, BJA seeks to provide grants to jurisdictions to improve outcomes for adults on community supervision. The Second Chance Act (SCA) of 2007 (Public Law 110-199), reauthorized by the First Step Act of 2018, provides a comprehensive response to assist in the transition individuals make from adult confinement facilities (e.g., jails, prisons, detention centers) to their communities so that the transition is successful and promotes public safety. The SCA is designed to help communities develop and implement comprehensive strategies that address the challenges posed by reentry and recidivism reduction. The Smart Supervision Program is part of the SCA suite of programs in fiscal year (FY) 2024.

This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Eligibility

- State governments
- Special district governments
- City or township governments
- County governments
- Native American tribal governments (federally recognized)
- Other: For the purposes of this solicitation, "other" refers to an organizing body or association of supervision agencies that may submit a single application for a Smart Supervision project engaging more than one supervision office, district, or agency ("entity"). The applicant must have capacity to administer the award and include a Memorandum of Understanding or Letter of Intent from each entity's chief executive.

BJA will consider applications under which two or more entities (project partners) would carry out the federal award; however, only one entity may be the applicant for the solicitation. Any others must be proposed as subrecipients (subgrantees). See the [Application Resource Guide](#) for additional information on subawards.

BJA may choose to fund applications submitted under this FY 2024 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420 or 301-240-6310 (TTY for hearing-impaired callers only) or email

grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. Eastern Time (ET) Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation closing date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Pre-Application Information Session

BJA will hold a webinar on this solicitation on Thursday, March 28 at 1 p.m. ET. This call will provide a detailed overview of the solicitation and allow interested applicants to ask questions. Preregistration is required for all participants. Register by clicking on this link: <https://cepp.zoom.us/meeting/register/tZ0qfu-hrzMoHdQr2Wp0vjQ2haZGuSiTIBBV> and following the instructions. To use the time most efficiently, BJA encourages participants to review this solicitation and submit any questions in advance and no later than Tuesday, March 26. Submit questions to Jeffrey.Locke@usdoj.gov with the subject “Questions for BJA FY 24 Second Chance Act Smart Supervision Program Webinar.” The session will be recorded and available on <https://bja.ojp.gov/events/funding-webinars>.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See the [Submission Dates and Time](#) section for the Grants.gov and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the [Submission Dates and Time](#) section for application deadlines.

Program Description

Program Description Overview

With this solicitation, BJA seeks to provide grants to jurisdictions to improve outcomes for adults on community supervision. The Second Chance Act (SCA) of 2007 (Public Law 110-199), reauthorized by the First Step Act of 2018, provides a comprehensive response to assist in the transition individuals make from adult confinement facilities (e.g., jails, prisons, detention centers) to their communities so that the transition is successful and promotes public safety. The SCA is designed to help communities develop and implement comprehensive strategies that address the challenges posed by reentry and recidivism reduction. The Smart Supervision Program is part of the SCA suite of programs in FY 2024.

Statutory Authority

Any awards under this solicitation would be made under statutory authority provided by a full-year appropriations act for FY 2024. As of the writing of this solicitation, the Department of Justice is operating under a short-term "Continuing Resolution;" no full-year appropriation for the Department has been enacted for FY 2024.

Specific Information

The Smart Supervision Program provides grants to improve the capacity and effectiveness of probation and parole agencies to increase supervision success rates by more effectively addressing individuals' risk and needs and reducing recidivism. Smart Supervision facilitates policy and practice changes by community supervision agencies that address drivers of high rates of incarceration, supervision, and disparities. Successful efforts reduce crime and admissions to prisons and jails, increase community safety, and save taxpayer dollars.

Community supervision is the [most common form of correctional control](#) in the United States. Of approximately 5.4 million adults under correctional control, more than 3.7 million were under community supervision at the end of 2021. That is an estimated [one in 48 adults in the nation](#).

Community supervision generally refers to probation and parole, though terminology varies by state. Probation is a sentence in lieu of incarceration, and parole is a mechanism to release a person from incarceration before the end of their maximum sentence. Both are intended to help support individuals in reestablishing ties to employment, housing, service providers, family and other support networks as they return home, which ultimately increases their chances of successfully rejoining their communities.

Although both are intended as alternatives to incarceration and to help people exit the criminal justice system, both frequently result in re-incarceration. Estimates suggest that nearly half [of all admissions to prison](#) are either new offenses or technical violations committed while on probation or parole. Technical violations account for half of those admissions; that means nearly one in four people incarcerated is there as a result of missing an appointment, failing a drug test, or some other behavior that violates the terms of their supervision but is not otherwise criminal. That number is even larger in some states. In 20 states, more than half of prison admissions are due to violations of supervision conditions.

The intent of the Smart Supervision Program is to improve state, local, and tribal probation or parole supervision efforts and strategies. The program provides grants and technical assistance to help agencies build their capacity to help adults successfully complete their supervision and,

in the process, reduce the number of individuals returning to prison from supervision. Applicants should consider that this grant may meet a wide range of agency needs, from achieving the fundamentals of community supervision to testing innovative approaches.

BJA encourages applications from (1) agencies that have not previously received OJP funding to support supervision efforts and from (2) convening or governing bodies on behalf of one or more entities within a single jurisdiction in order to facilitate participation by multiple entities therein. For example, a State Administering Agency (SAA) that sets priorities and administers funds within the state, an Administrative Office of the Courts that oversees probation districts, or an association of supervision agencies may submit a single application that details a plan for a Smart Supervision project engaging more than one supervision office, district, or agency (“entity”). The applicant must have capacity to administer the award and include a Memorandum of Understanding or Letter of Intent from each entity’s chief executive. Please note that this is not an exhaustive list of examples.

Additionally, BJA encourages applications from agencies that propose efforts focused on the needs of individuals with behavioral health conditions, including mental health and substance use conditions, to reduce unnecessary system involvement and that demonstrate key principles articulated in [The White House Alternatives, Rehabilitation, and Reentry Strategic Plan](#) and the OJP FY 2023–2027 Policy Blueprint. BJA encourages partnerships between criminal justice and behavioral health entities to carry out activities, including but not limited to those described by the:

- Trainings to strengthen knowledge and ability of community corrections officers to serve people with mental health and substance use disorders, as well as how to partner with behavioral health providers to serve individuals with behavioral health conditions.
- Cross-train with behavioral health service providers to raise awareness around and align, where possible, programs, cultures, goals, and resources.
- Provision of treatment by community-based behavioral health organizations, federally qualified health centers, certified community behavioral health clinics, crisis service providers, and more.
- Establish specialized caseloads of people with mental health and substance use disorders.
- Build community partnerships to ensure that clients can have the supports needed to avoid going back to the criminal justice system (such as access to health care, housing, employment supports, photo identification, criminal record expungement).
- Access to recovery supports based on the needs of the proposed target population.

For additional information, visit the Substance Abuse and Mental Health Services Administration’s Community Corrections webpage.

Please note that partnerships between criminal justice and behavioral health entities should ensure the latter are qualified (e.g., licensed, accredited) to carry out the proposed scope of work for the target population and utilize [evidence-based practices](#). Example partnerships include but are not limited to:

- State corrections/community corrections agency partnership with state mental health and/or substance use authority.

- State corrections/community corrections agency partnership with regional behavioral health authorities.
- State corrections/community corrections agency partnership with state behavioral health authority.
- State corrections/community corrections agency partnership with state hospital system.
- State corrections/community corrections agency or county supervision agency partnership with an opioid treatment program.
- State court system partnership with state behavioral health authority.
- County community supervision agency (or court) partnership with community-based behavioral health provider.

An important result of this work is expected to be effectively integrating and implementing evidence-based techniques and interventions designed to reduce recidivism and treat and support individuals experiencing mental health, and substance use disorder.

All successful applicants will receive technical assistance, at no cost to them, from the BJA-funded Community Supervision Resource Center operated by the [Center for Effective Public Policy](#). An applicant may note specific technical assistance needs— subject matter or project management needs—in their proposals as well as during the grant period, if awarded.

The Smart Supervision Program is part of the Second Chance Act suite of programs. In FY 2024, a range of [other programs](#) for states, local government units, tribal governments, and nonprofit organizations are being competed, including:

- Community-based Reentry
- Community-based Reentry Incubator
- Community Supervision Strategies
- Crisis Stabilization and Community Reentry
- Improving Adult Reentry, Education, and Employment Outcomes
- Improving Substance Use Disorder Treatment and Recovery Outcomes for Adults in Reentry
- Pay for Success
- Smart Reentry: Housing Demonstration

Smart Supervision is also a part of BJA's Smart Suite of programs. At the heart of the Smart Suite is practitioner–researcher partnerships that use the “action research” approach. In action research, researchers work closely with practitioners to assess problems, identify effective strategies to address these problems, and provide real-time feedback to enhance decision-making. Successful partnerships require investments in planning, communication, and resources. BJA expects that Smart Supervision grantees will utilize a researcher–practitioner partnership and engage in an action research approach to inform and evaluate their grant activities.

To that end, the applicant must propose to identify and fund a research partner at the time of submission, describe how they will select one pursuant to their jurisdiction's procurement rules upon award, or indicate intent to work with a research partner that the training and technical assistance (TTA) provider will identify.

Solicitation Goals and Objectives

Goals

The FY 2024 Smart Supervision Program's goal is to increase the ability and capacity of probation and parole agencies to improve supervision success rates by more effectively addressing individuals' risk and needs and reducing recidivism, thereby increasing community safety as well as reducing crime and unnecessary admissions to prisons and jails.

Objectives

1. Support the development of community supervision agencies throughout the country by: (a) improving the quality and capacity of programs and services to meet the identified needs of clients, (b) increasing collaboration among justice and other agencies relevant to the supervision population, (c) examining and revising policies and practices to align with best and promising practices, and (d) focusing agency resources where they can have the greatest impact.
2. Support the development of community supervision staff throughout the country by: (a) increasing training and other skill-building opportunities to achieve client success; (b) improving supervision officer health and wellness; (c) exploring and facilitating use of technology (e.g., artificial intelligence, machine learning, other advanced applications) or tool adoption to strengthen supervision effectiveness; and (d) strengthening the organization's culture to reduce recidivism through committed staff engagement.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables, please see the [How to Apply section on the Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#).

Priority Areas

In order to further OJP's mission, OJP will provide priority consideration when making award decisions to the following:

1A. Applications that propose project(s) that are designed to meaningfully advance equity and remove barriers to accessing services and opportunities for communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization.

To receive this consideration, the applicant must describe how the proposed project(s) will address identified inequities **and** contribute to greater access to services and opportunities for communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization. Project activities under this consideration may include but are not limited to the following: improving victim services, justice responses, prevention initiatives, reentry services and other parts of an organization's or community's efforts to advance public safety. Applicants should propose activities that address the cultural (and linguistic, if appropriate) needs of communities, outline how the proposed activities will be informed by these communities, and implement culturally responsive and inclusive outreach and engagement.

1B. Applicants that demonstrate that their capabilities and competencies for implementing their proposed project(s) are enhanced because they (or at least one proposed subrecipient that will receive **at least 40 percent** of the requested award funding, as demonstrated in the Budget web-based form) are a *population specific organization* that serves communities that have been

historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization.

For purposes of this solicitation, population specific organizations are nonprofit, nongovernmental, or Tribal organizations that primarily serve members of a specific underserved population and have demonstrated experience and expertise providing targeted services to members of that specific underserved population.

To receive this additional priority consideration, applicants must describe how being a population specific organization or funding the population specific subrecipient organization(s) will enhance their ability to implement the proposed project(s), and they should also specify which historically underserved populations are intended or expected to be served or have their needs addressed under the proposed project(s).

2. Behavioral health. Applications that propose project(s) that are designed to create or enhance partnerships between criminal justice and behavioral health entities. To receive this consideration, applicants must address how such partnerships and related activities will implement evidence-based techniques to effectively integrate and implement behavioral health interventions designed to reduce recidivism and treat and support individuals with mental health or substance use disorders.

Note: Addressing these priority areas is one of many factors that OJP considers in making funding decisions. Receiving priority consideration for one or more priority areas does not guarantee an award.

Federal Award Information

Awards, Amounts, and Durations

Anticipated Number of Awards: Up to 6-8

Anticipated Maximum Dollar Amount per Award: Up to \$850,000

Period of Performance Start Date: October 1, 2024

Period of Performance Duration (Months): 36

Anticipated Total Amount to Be Awarded under This Solicitation: \$5,100,000

Additional Information: While the maximum allowable funding amount is \$850,000, OJP encourages applicants, including those that are new or that have never before received a federal award, to submit a proposed budget that best supports their project objectives and organizational capabilities, even if the proposed budget is at a lower amount than the maximum allowable funding level.

Once awarded, each grant will have in place a special condition withholding all but \$75,000, which is designated for preparing an action plan within 180 days of receiving final approval of the project's budget from the Office of the Chief Financial Officer. The recipient will not be authorized to obligate, expend, or draw down funds in excess of \$75,000 until BJA has reviewed and approved the action plan and a grant award modification has been issued and approved to remove the special condition.

Continuation Funding Intent

OJP may, in certain cases, provide additional funding in future years to awards made under this funding opportunity through continuation awards. OJP will consider, among other factors, OJP's

strategic priorities, a recipient's overall management of the award, and the progress of the work funded under the award, when making continuation award decisions.

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the "[Administrative, National Policy, and Other Legal Requirements](#)" section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This funding opportunity does not require a match.

Eligibility Information

For eligibility information, [see the Synopsis section](#).

For the purposes of this notice of funding opportunity, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 PM, May 15, 2024

The **full application** must be submitted in JustGrants by 8:59 PM, May 22, 2024

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must —

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [Application Resource Guide](#).

Application and Submission Information

Content of Application Submission and Available Surveys

The following application elements **must** be included in the application to meet the basic minimum requirements to advance to peer review and receive consideration for funding:

- SF-424 and SF-LLL (in Grants.gov)
- Proposal Abstract (in JustGrants)
- Proposal Narrative (in JustGrants)
- Budget Web-Based Form, which includes the budget details and the budget narrative (in JustGrants)
- Mandatory Chief Executive Assurance to Collect and Report Recidivism Indicator Data
- Disclosure of Proposed Subrecipients and Contracts
- Memorandum of Understanding or Letter of Intent from Chief Executive(s), if applicable

If OJP determines that an application does not include these elements, it will not proceed to peer review and will not receive any further consideration.

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity **is not** subject to [Executive Order \(E.O.\) 12372](#). In completing the SF-424, an applicant should answer question 19 by selecting “Program is not covered by E.O. 12372.”

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. It should also indicate if the applicant is requesting priority consideration, and if so, what type. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. See the [Application Resource Guide](#) for an [example](#) of a proposal abstract.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is

required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

Brief Applicant Entity Questionnaire

The Office of Justice Programs (OJP) is collecting the following information to help assess its efforts to attract a broader range of applicants. These questions apply to the applicant entity and its work and scope only, and not to the specific project(s) being proposed within the application. Responses to the questions will not be considered in the application review process. The questions included in the questionnaire are available in the [Standard Forms & Instructions: Brief Applicant Entity Questionnaire](#).

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 20 numbered pages. If the Proposal Narrative fails to comply with these length restrictions, OJP may consider such noncompliance in peer review and in final award decisions. Tables, charts, and graphs included in the Proposal Narrative can be created in a legible font smaller than 12-point, and they will count towards the page limit.

The Proposal Narrative must include the following sections:

- a. **Statement of the Problem**
Describe why this project/these proposed activities are necessary (significance/value) or address a need. Include supporting information, such as data to provide evidence that the need exists with respect to community supervision, demonstrate the size and scope of the problem, and document the effects of the problem on the target population and the larger community.
- b. **Project Design and Implementation**
Describe the strategy to address the community supervision problem(s) or needs identified in the Description of the Issue. List the activities and describe how they relate to Goals, Objectives, Deliverables, and Timeline outlined in the web-based form (completed separately from the Narrative attachment). Activities are the specific actions that will be completed to fulfill the program's objectives and reach the program's goal(s). Provide a detailed description of the method(s) to be used to carry out each activity (e.g., training, community events, direct services to target population).

If an applicant is seeking consideration under Priority 1A, it should explain in this section how the proposed project(s) will meaningfully address identified inequities **and** contribute to greater access to services and opportunities for communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization. The applicant should also identify how the project design and implementation will specifically incorporate the input and/or participation of these communities.

c. Capabilities and Competencies

Describe the capabilities (what the applicant brings to the project such as resources, experience, expertise) and competencies (the unique skills and abilities of the applicant) required to accomplish the goals and objectives of the project.

If the applicant is seeking priority consideration under Priority 1B, it should: (1) describe within this section how being a population specific organization (or funding a population specific subrecipient organization at a minimum of 40% of the project budget) will enhance its capabilities and competencies to implement the proposed project; (2) specify which populations are intended or expected to be served, have their needs addressed, and/or be affected by the proposed project; and (3) include information to confirm that the population specific organization is specifically designed to serve communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization (examples of such information include, but are not limited to, the website address, charter, mission statement, or operating principles of the population specific organization).

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the project's impact. Describe the process to accurately report data.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section.

Applicants can visit [OJP's performance measurement page](#) at www.ojp.gov/performance for more information on performance measurement activities.

BJA will require award recipients to submit performance measure data and performance reports in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award. A list of performance measure questions for this program can be found [here](#). Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

[Note on Project Evaluations](#)

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [Application Resource Guide](#).

[Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#)

The applicant will submit the project's goals, objectives, deliverables and timeline in the JustGrants web-based form. This is a summary of the goals, objectives, deliverables, and

timeline that relate to the proposal narrative. The applicant will also enter the projected fiscal year and quarter that each objective and deliverable will be completed. Please refer to the [Application Submission Job Aid](#) for step-by-step directions.

- **Goals:** The applicant should describe the project's intent to change, reduce, or eliminate the problem noted in the proposal narrative.

Grantees will develop, implement, and test strategies to improve supervision outcomes and reduce recidivism by aligning agency practices with best and evidence-based practices, such as to:

- Improve supervision policies and practices to facilitate access to treatment and recovery support services for individuals with behavioral health conditions (mental health and substance use disorder), including assessment, referrals, and sustained engagement.
 - Focus targeted resources on individuals at high risk of recidivating and at higher risk of committing violence.
 - Make sure staff have the skills and training to fulfill the goals and duties of their positions.
 - Implement continuous quality improvement plans that measure outcomes and promote accountability.
 - Develop, implement, and test tools to predict violent recidivism and/or share information with partners.
 - Promote and increase collaboration among justice agencies and between justice agencies and behavioral health partners.
- **Program Objectives and Timeline:** The applicant should include objectives to accomplish its goals. Objectives are specific, measurable actions to reach the project's desired results. The included timelines should be clearly linked to the goal.

Agencies are invited to propose grant projects that will improve supervision outcomes for all adults on supervision in their jurisdiction or for a specific subgroup ("target population") (e.g., females, young adults, a specific geographic area). Applicants may propose one or more of the following:

1. Provide training and other skill-building opportunities to staff members to be change agents. For example, train in core correctional practices, develop comprehensive case plans in collaboration with people on supervision, learn and apply principles of cognitive behavioral therapy, ensure appropriate and consistent use of graduated sanctions.
2. Explore or adopt technology (e.g., artificial intelligence, machine learning, other advanced applications) or tools to facilitate more effective supervision by staff. Artificial intelligence is defined by Sec. 3(b) of the [President's Executive Order on the Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence](#). Additionally, potential exploration or adoption of artificial intelligence technology should uphold the priority and principle behind Section 2(d) of such Executive Order, which seeks to ensure that AI is not used to disadvantage those who are already too often denied equal opportunity and justice. Potential technology

examples include using risk and needs assessment results to tailor supervision and treatment decisions, improving officer accountability, using data analytics to help predict and prevent failures in supervision or predict violent recidivism, and sharing information with criminal justice partners.

3. Improve the quality and increase the capacity of programs and services to meet the identified needs of adults under supervision. For example, conduct gap analyses to compare the target population's needs with relevant program and service availability and accessibility, establish performance-based contracts with providers, train providers to more effectively engage with a justice-involved population.
4. Examine and revise policies and practices to align with best and promising practices and implement changes. For example, ensure that the conditions of supervision are individualized and reasonable, incorporate incentive and sanction systems to encourage positive behavior change, ensure drug testing is used to detect incremental progress and inform treatment-focused interventions rather than as a blunt instrument to punish adults, use culturally responsive, trauma- and gender-informed approaches.
5. Focus resources where they can have the greatest impact. For example, prioritize services for people who are most likely to recidivate based on the results using validated risk and needs assessment tools and match service delivery to the times when people are most at risk of recidivism by frontloading supervision contacts and services.
6. Strengthen the organization's culture to reduce recidivism through committed leadership and staff engagement. For example, align recruitment, retention, and performance assessment with the skills necessary to carry out supervision duties; consider building staff soft skills (empathy, communication, critical thinking, problem solving) that are effective to influence positive behavior change.
7. Improve supervision officer health and wellness. For example, curate resources and training to identify and respond to burnout, compassion fatigue, and vicarious trauma.
8. Promote and increase collaboration among justice and other agencies relevant to the supervision population.
9. Implement standard operating procedures for referring adults to behavioral health treatment and recovery support services that include upfront and ongoing activities to encourage and understand engagement.
10. Communicate with judges on the general and individual goals of supervision to provide consistent responses to the target population's behavior.
11. Document and assess the efficacy of the grant-funded intervention or change as part of the practitioner–researcher partnership.

Projects may naturally address more than one of the objectives above, and do not have to mirror the provided examples. For example, a prior grantee, the Connecticut Judicial Branch, applied principles of cognitive behavioral therapy (CBT) to routine

contacts between officers and the adults they supervised. The agency used a Smart Supervision grant to partner with a local university where officers and faculty co-developed a series of CBT-informed scripts focused on criminogenic risk factors such as antisocial companions, lack of connection to school or work, and substance use. These scripts guided the probation officers' routine interactions with those adults assessed as having medium and high risk of recidivism. In doing so, every contact became an opportunity to restructure any thoughts that drove risky and criminal behaviors. Their rationale was twofold: to make the most of the time that officers and clients spent together and to increase the "dosage" of CBT, a proven intervention.

- **Deliverables and Timeline:** Project deliverables refer to outputs—tangible (for example, a report or a website) or intangible (for example, greater feelings of safety reported by the community)—that are documented and submitted within the scope of a project. Deliverables include timelines.

Deliverables Expected by Successful Applicants

Grantees will deliver:

- An action plan consisting of a problem analysis summary, a summary of strategies and intended outcomes, and an initial evaluation plan within 6 months of the award. The assigned TTA provider will supply the action plan and assist grantees to complete it.
- A final report, written with the research partner, that documents the intervention, outcomes, and lessons learned.

Program objectives and deliverables should be included in one timeline.

Budget and Associated Documentation

Applicants should budget funding for three members of the project team to travel to peer-learning events (such as a regional meeting). Estimate the costs of travel and accommodations for three staff members to attend one meeting per year in Washington, D.C. All expenses must be reasonable, allowable, and necessary to the project. The estimates must provide a breakdown of all costs and adhere to the federal per diem.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Budget Detail and Narrative Web-Based Form

The applicant will complete the JustGrants web-based budget form, which includes both detailed calculations and budget narrative sections.

For additional information about how to prepare a budget for federal funding, see the "[Application Resource Guide](#)" section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

If the applicant is seeking priority consideration under Priority 1A and has proposed activities to incorporate the input and participation of communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence and victimization, financial support for the identified activities and participation must be reflected in the web-based budget form.

If the applicant is seeking priority consideration under Priority 1B based on the identification of a proposed subrecipient as a population specific organization, the proposed funding for the subrecipient must **reflect a minimum of 40 percent of the total award funding** within the web-based budget form. The budget narrative must also describe how the **activities that will be funded** with the (minimum) 40 percent of award funding provided to the subrecipient **specifically relate to the proposed project** that will meaningfully address identified inequities and contribute to greater access to services and opportunities for communities that have been historically underserved, marginalized, adversely affected by inequality, and disproportionately impacted by crime, violence, and victimization.

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

[Costs Associated With Language Assistance \(if applicable\)](#)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

[Budget/Financial Attachments](#)

[Pre-Agreement \(Pre-Award\) Costs \(if applicable\)](#)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

[Indirect Cost Rate Agreement \(if applicable\)](#)

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III – VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally-approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

[Consultant Rate \(if applicable\)](#)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

[Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

If an applicant proposes to hire employees with Federal award funds, for any award of more than \$250,000 made under a funding opportunity, an award recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. See the [Application Resource Guide](#) for information on the "Limitation on Use of Award Funds for Employee Compensation for Awards over \$250,000; Waiver."

[Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

[Additional Application Components](#)

The applicant will attach the additional requested documentation in JustGrants.

[Curriculum Vitae or Resumes \(if applicable\)](#)

Provide resumes of key personnel who will work on the proposed project.

[Tribal Authorizing Resolution \(if applicable\)](#)

An application in response to this solicitation may require inclusion of tribal authorizing documentation as an attachment. If applicable, the applicant will upload the tribal authorizing documentation as an attachment in JustGrants. See the [Application Resource Guide](#) for information on tribal authorizing resolutions.

[Memoranda of Understanding \(MOUs\) and Other Supportive Documents \(if applicable\)](#)

Applicants should include for each named partner, a signed Memorandum of Understanding (MOU), letter of intent, or subcontract that confirms the partner's agreement to support the project through commitments of staff time, space, services, or other project needs. For applications submitted from two or more entities, applicants are encouraged to develop and submit signed MOUs or signed letters of intent that provide a detailed description of how the agencies will work together to meet project requirements.

Each MOU or letter of intent should include the following: (1) names of the organizations involved in the agreement; (2) what service(s) and other work will be performed under the agreement by what organization; (3) duration of the agreement.

Subcontracts, MOUs, or letters of intent should be submitted as one separate attachment to the application.

[Research and Evaluation Independence and Integrity Statement \(if applicable\)](#)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

Applicant Disclosure of Duplication in Cost Items

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing
Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Application Review Information

Review Criteria

Basic Minimum Review Criteria

OJP screens applications to ensure they meet the basic minimum requirements prior to conducting the peer review. Although specific requirements may vary, the following are requirements for all OJP solicitations:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within any stated programmatic funding limits or boundaries.
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

Merit Review Criteria

Applications that meet the basic minimum requirements will be evaluated by peer reviewers on how the proposed project/program addresses the following criteria:

- Description of the Issue (20%): evaluate the applicant's understanding of the program/issue to be addressed.
- Project Design and Implementation (45%): evaluate the strength of the proposal, including information provided in the goals, objectives, timelines, and deliverables web-based form.
- Capabilities and Competencies (20%): evaluate the applicant's administrative and technical capacity to successfully accomplish the goals and objectives.
- Plan for Collecting the Data Required for this Solicitation's Performance Measures (5%): evaluate the applicant's understanding of the performance data reporting requirements and the plan for collecting the required data.
- Budget (10%): evaluate for completeness, cost effectiveness, and allowability (e.g., reasonable, allocable, and necessary for project activities).

Other Review Criteria/Factors

Other important considerations for OJP include geographic diversity, strategic priorities (specifically including, but not limited to, those priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the Budget web-based form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. Costs are allowable when they are reasonable, allocable to, and necessary for the performance of the federal award, and when they comply with the funding statute and agency requirements (to include the conditions of the award), including the cost principles set out in the [Uniform Requirements 2 C.F.R. Part 200, Subpart E](#).

Risk Criteria/Factors

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS: An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Review Process

Applications submitted under this solicitation that meet the basic minimum requirements will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the review criteria listed above. Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards”](#) under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ADA.gov> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports. Award recipients must submit quarterly financial reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measure questions for this program can be found at <https://bja.ojp.gov/performance-measures/SCA-ISI-Measures.pdf>.

Application Checklist

FY 24 Second Chance Act Smart Supervision Program

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov

- Confirm your entity's registration in the [System Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit(s) of \$850,000.

Review Eligibility Requirement

- Review the "Eligibility" section in the Synopsis and "Eligibility Information" section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt
- A validation receipt
- A grantor agency retrieval receipt
- An agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract*
- Proposal Narrative*
- Application Goals, Objectives, Deliverables, and Timeline web-based form

Budget and Associated Documentation

- Budget Detail Narrative and web-based form*
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

Additional Application Components

- Tribal Authorizing Resolution (if applicable) (see [Application Resource Guide](#))
- Research and Evaluation Independence and Integrity (if applicable) (see [Application Resource Guide](#))
- Request and Justification for Employee Compensation; Waiver (if applicable) (see [Application Resource Guide](#))
- Memorandum of Understanding (if applicable)
- Resumes of key personnel (if applicable)
- List of procurement contracts (if applicable)
- Organizational chart (if applicable)
- Mandatory Chief Executive Assurance to Collect and Report Recidivism Indicator Data (see sample version in Appendix A)*
- Disclosure of Proposed Subrecipients and Contracts (see sample version in Appendix B)*

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable) (see [Application Resource Guide](#))

****Note: Items designated with an asterisk must be submitted for an application to meet the basic minimum requirements review. If OJP determines that an application does not include the designated items, it will neither proceed to peer review, nor receive further consideration.***

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received —

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

Appendix A: Mandatory Chief Executive Assurance to Collect and Report Recidivism Indicator Data

Submit an attachment with the assurance below signed by the chief executive of the applicant agency.

I hereby assure that, if awarded grant funds under the Smart Reentry and Supervision solicitation, my organization will collect unique identifiers and recidivism indicator performance data for each program participant and will aggregate all such data and submit them via the Bureau of Justice Assistance Performance Measurement Tool as required upon grant closeout. I understand that the inability or refusal to submit such data after an award is made may impact my organization's ability to receive future Bureau of Justice Assistance competitive grant funding.

Signature:

Name
Title
Date

Appendix B: Disclosure of Proposed Subrecipients and Contracts

The following represents the proposed subrecipients and contracts for this FY 2024 Smart Supervision grant proposal:

Name of Subrecipient Entity	Summary of Subrecipient Role and Deliverables	Proposed Contract Amount (Dollars)	Proposed Contract Length



Hamilton County Board of Commissioners

RESOLUTION

No. 524-41

A RESOLUTION APPROVING LIGHTING IMPROVEMENTS AT MOWBRAY PARK IN AN AMOUNT NOT TO EXCEED \$49,646.00 FOR THE HAMILTON COUNTY PARKS AND RECREATION DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a need has been identified for lighting improvements at Mowbray Park to support various community functions and events along with anticipated public use; and

WHEREAS, the 2020A Bond specified funds to be used for said improvements; and

WHEREAS, all expenditures of funds related to said improvements shall be in accordance with the Hamilton County Procurement Rules; and

WHEREAS, there are sufficient allocated funds available to the requisitioning department from the 2020A Bond Fund.

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

That the expenditure of funds in an amount not to exceed \$49,646.00 for lighting improvements at Mowbray Park, in accordance with the Hamilton County Procurement Rules is approved, 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

May 15, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 424-42

(P.C. NO. 2024-0003)

Previously Deferred Resolution Number 324-27

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT, R-2A RURAL RESIDENTIAL DISTRICT AND M-3 WAREHOUSE AND WHOLESALE DISTRICT WITH CONDITIONS TO R-T/Z RESIDENTIAL TOWNHOUSE/ZERO LOT LINE DISTRICT WITH CONDITIONS FOR THE PROPERTY LOCATED AT 7731 HIXSON PIKE

WHEREAS, Stellar Location II, c/o Steve Hunt petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District, R- 2A Rural Residential District and M-3 Warehouse and Wholesale District with conditions to R-T/Z Residential Townhouse/Zero Lot Line District for the property located at 7731 Hixson Pike, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Stellar Location II, c/o Steve Hunt requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on February 21, 2024, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended, subject to the following conditions: 1) No residential dwellings within one-hundred feet (100') of the rear property line abutting Tax Map # 083N-E-014, 083N-E-015, and 083N-E-016; and 2) No individual driveways or curb cuts onto Hideaway Lane (private). to rezone from A-1 Agricultural District, R- 2A Rural Residential District and M-3 Warehouse and Wholesale District with conditions to R-T/Z Residential Townhouse/Zero Lot Line District for the property located at 7731 Hixson Pike. Lot 5 and part of Lot 4, Ross Acres, Plat Book 14, Page 133, ROHC, being the property described as Tracts 1 and 2 in Deed Book 31418, Page 599, ROHC. Tax Map Number 092-103 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

March 20, 2024

Date



Zoning Change Application Form

CASE NUMBER: 2024-0003		Date Submitted: 11/07/2023					
Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed							
1 Applicant Request							
Rezone From: A-1, R-2A & M-3 w/conds		Rezone To: R-T/Z	Total acres in request area: 6.7				
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>				
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box							
N/A							
4 Property Information							
Property Address: 7731 Hixson Pike		Property Tax Map Number: 092-103					
5 Proposed Development							
Reason for request/Project description:	Residential Townhome Subdivision						
6 Site Characteristics							
Current Use:	Single Family Residential						
Adjacent Uses:	Single Family Residential/Commercial						
7 Applicant Information							
Name: Stellar Location II, LLC Attn: Steve Hunt							
Address (street, city, state, zip): 832 Georgia Ave, Suite 330, Chattanooga, TN 37402							
Phone: 423-667-1617		Email: steve@huntcommre.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input checked="" type="checkbox"/>	← If the Applicants Information is the same as the Property Owners, please check the box to the left.						
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name:							
Address (street, city, state, zip):							
Phone:		Email:					
9 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$295	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: Hamilton County		Planning District: 8		Neighborhood: Friends of Hixson			
County Commission District: 3		City Council District: 0					
PC meeting date: January 8, 2024		Application processed by: Jennifer Ware					
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			

2024-0003 Hamilton County
January

8, 2024 RESOLUTION

WHEREAS, Stellar Location II, c/o Steve Hunt petitioned the Chattanooga- Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the rezoning from A-1 Agricultural District, R- 2A Rural Residential District and M-3 Warehouse and Wholesale District with conditions to R-T/Z Residential Townhouse/Zero Lot Line District for the property located at 7731 Hixson Pike.

Lot 5 and part of Lot 4, Ross Acres, Plat Book 14, Page 133, ROHC, being the property described as Tracts 1 and 2 in Deed Book 31418, Page 599, ROHC. Tax Map Number 092-103 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on January 8, 2024,

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

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

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

AND WHEREAS, the Planning Commission has determined that the proposed request with conditions is compatible with the surrounding land uses and development form of the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on January 8, 2024, recommends to the County Mayor and Members of the County Commission that this petition be approved, subject to the following conditions: 1) No residential dwellings within one-hundred feet (100') of the rear property line abutting Tax Map # 083N-E-014, 083N-E-015, and 083N-E-016; and 2) No individual driveways or curb cuts onto Hideaway Lane (private).

Respectfully submitted,


Dan Reuter

Executive Director

2024-0003 Rezoning from A-1, R-2A & M-3 to R-T/Z



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2024-0003: Approve, subject to the condition in the Planning Commission Resolution.

Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2024-0003	PC MEETING DATE: January 8, 2024	APPLICANT: Stellar Location II, LLC Attn: Steve Hunt
PROPERTY OWNER: Stellar Location II, LLC	PROPERTY ADDRESS: 7731 Hixson Pike	TAX MAP PARCEL ID: 092-103
SIZE OF REQUEST AREA: 6.7 acres	JURISDICTION: Hamilton County	REQUEST: Rezone from A-1, R-2A, & M-3 to R-T/Z

REASON FOR REQUEST/PROJECT DESCRIPTION: A request to rezone from A-1 Agricultural District, R-2A Rural Residential District, and M-3 Warehouse and Wholesale District with conditions to R-T/Z Residential Townhouse Zero Lot Line District to develop 53 townhouse units at 8 dwelling units an acre.

PROPERTY DESCRIPTION



Public Notice Sign



Site



Hixson Pike

EXISTING LAND USE
Vacant

SURROUNDING LAND USES
North: Single-Unit Residential
East: Single-Unit Residential
South: Warehouse/Storage
West: Single-Unit Residential

TRANSPORTATION
Hixson Pike is a principal arterial.
The site is not served by CARTA.

PROPOSED RESIDENTIAL DENSITY
7.9 du/ac (53 units)

ADJACENT RESIDENTIAL DENSITY
2.95 du/ac (Headlyn Drive)

NATURAL RESOURCES
N/A

ZONING

ZONING HISTORY

- Property located at 7625 Hixson Pike was rezoned from A-1 to C-3 in 2003 (Resolution #1203-10).
- Property located at 7609 Hixson Pike was rezoned from A-1, R-2A and C-2 to M-2 in 1995 (Resolution #895-14).
- Property located at 7611 Hixson Pike was rezoned from A-1 to M-2 in 2000 (Resolution #200-23).
- Property located at 7367 Hixson Pike and 1849 & 1851 Thrasher Pike applied to rezone A-1 to M-2 in 2007 and the application was denied by the County Commission (Case 2007-0103).
- Case 2021-0084, a request to rezone a portion of the site from A-1 and R-2A to M-3. Staff recommended to approve the portion of the site shown on the maps. The request was approved subject to conditions by the County Commission for a portion of the site. The conditions state: a minimum 40' setback from the western right-of-way of Hixson Pike, this setback does not apply to signage, monument signage only with a maximum height of 10' above grade, and monument sign to illuminated internally with external illumination flashing signage.
- Case 2023-0149, a request to rezone a portion of the site from A-1 Agricultural District and R-2A Rural Residential District to M-3 Warehouse and Wholesale District to develop a U-shaped non-climate controlled self-storage. RPA and the Planning Commission recommended to deny the request. The request was withdrawn at the County Commission.
- The closest R-T/Z is approximately 0.81 miles to the south of the site.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT A-1 DISTRICT	CURRENT R-2A DISTRICT	CURRENT M-3 DISTRICT	PROPOSED R-T/Z DISTRICT
	Agricultural	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (townhomes)
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Office	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Warehouse/Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	DEVELOPMENT STANDARDS	CURRENT A-1 DISTRICT	CURRENT R-2A DISTRICT	CURRENT M-3 DISTRICT	PROPOSED R-T/Z DISTRICT
	Lot Size	Sewer: 7,500 sf Septic: 25,000 sf	Sewer: 7,500 sf for single-family residential 9,500 sf for two- family residential Septic/Well: 25,000 sf	N/A	8 du/ac
	Lot Frontage	Sewer: 60' Septic/Well: 75'	Sewer: 60' Septic/Well: 75'	N/A	Single-Family Detached/Zero Lot Line: 35' Townhomes: 24'
	Setbacks	Front: 25' Side: 10' for dwellings, 25' for other buildings Rear: 25', 10' for accessory buildings	Front: 25' Side: 10' for dwellings, 25' for other buildings Rear: 25'	Front: 25' Side: 10' plus 5' for each 10' or fraction thereof for building height over 20' Rear: 10' plus 5' for each 10' or fraction thereof for building height over 20'	Front: 25' or 10' if rear parking and loading is provided Side: 25' for corner lots, 10' Rear: 25'
	Building Height	2.5 stories or 35', agricultural buildings can exceed height	2.5 stories or 35'	3 stories or 40'	2.5 stories or 35'
OTHER DEPARTMENT COMMENTS					
TDOT		This is State Route 319 and will require a Highway Entrance Permit from the Chattanooga TDOT office.			

DISCUSSION OF STAFF RECOMMENDATION	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<p>COMPATIBILITY WITH COMPREHENSIVE PLAN</p> <p>There is no specific land use plan for the site. The Development Policy from the Comprehensive Plan 2030 Update describes the development potential as intensity level 4. Level 4 is defined as areas near major road intersections and intersections of major-minor roads. Typically, these areas are moderately to substantially populated and developed, featuring land use patterns that include a wide variety of residential uses and medium scale commercial/industrial development. These areas have a moderate to high potential for infill and for building well-defined neighborhood centers.</p> <p>The Development Policy is intended to be used as a framework to guide the development of subsequent site-specific land use and transportation policies. It is not intended to be used as a primary tool for reviewing specific zoning requests or for evaluating regionally-significant developments.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<p>COMPATIBILITY WITH REGIONAL TRANSPORTATION PLAN</p> <p>There are no major, federally-funded transportation projects planned for this area.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<p>COMPATIBILITY WITH ADJACENT LAND USES</p> <p>The property is adjacent to a mix of uses currently with commercial, industrial, and single-family residential uses.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<p>COMPATIBILITY WITH DEVELOPMENT FORM</p> <p>There is a mix of development forms in the area including 1-2 story single-family dwellings with individual driveways, large tracts of agricultural land and commercial/warehouse buildings with large paved parking lots.</p>
STAFF RECOMMENDATION	
<p>The request with conditions is compatible with the surrounding land uses and development form in the area. Staff recommends conditions related to setbacks and access in order to ensure compatibility with the existing residential development in the area.</p> <p>Staff recommends approval, subject to the following conditions;</p> <ol style="list-style-type: none"> 1. No residential dwellings within one-hundred feet (100') of the rear property line abutting Tax Map # 083N-E-014, 083N-E-015, and 083N-E-016; and 2. No individual driveways or curb cuts onto Hideaway Lane (private). 	

2024-0003 Rezoning from A-1, R-2A & M-3 to R-T/Z



2024-0003 Rezoning from A-1, R-2A & M-3 to R-T/Z





63 Broad Street NW
Cleveland, TN 37311
(423) 790-5880

MEMO

DATE: DECEMBER 4, 2023
TO: REGIONAL PLANNING AGENCY
FROM: BEN BERRY
RE: 7731 HIXSON PIKE REZONING REQUEST

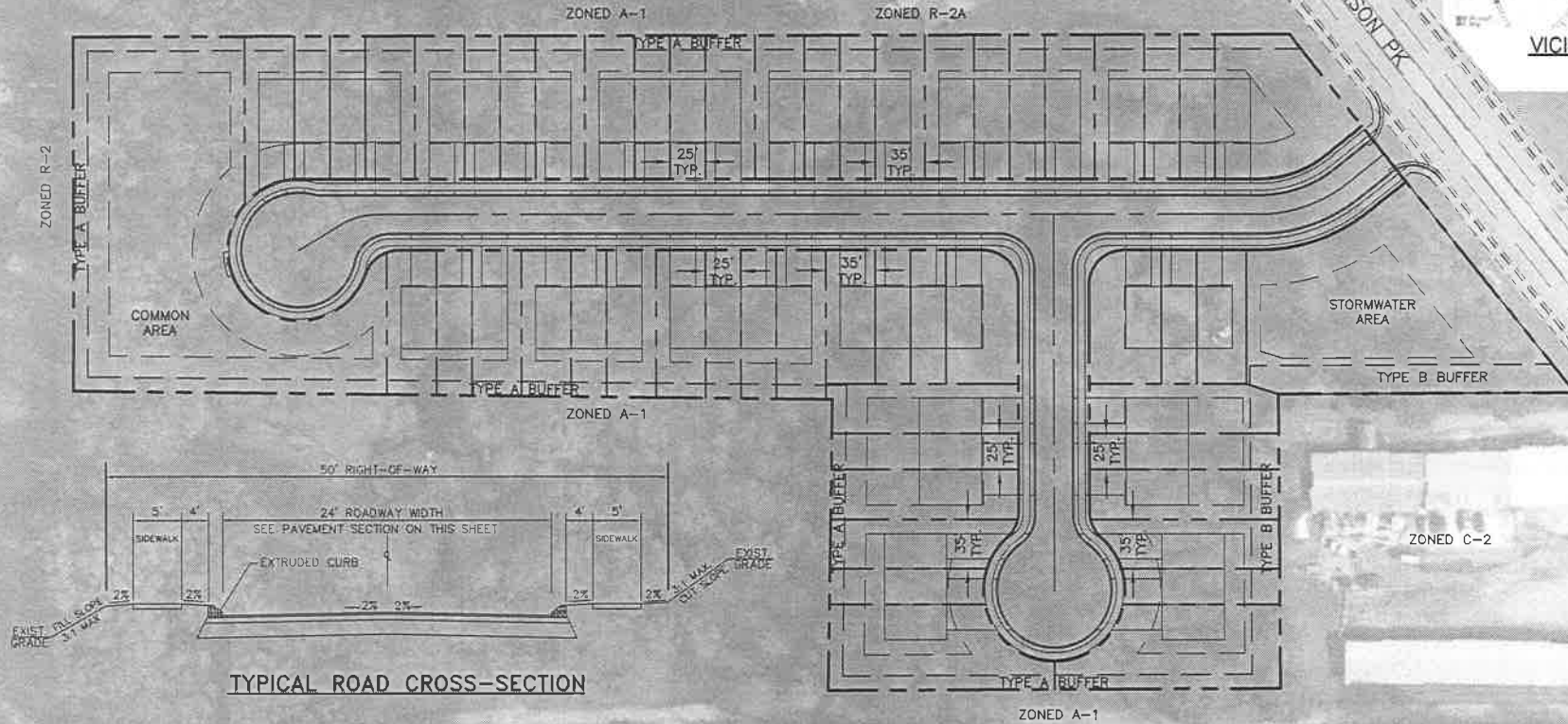
Enclosed is a request to rezone the subject property from A-1 & M-3 with conditions to R-T/Z to allow for the development of a residential townhome subdivision. The adjacent properties are zoned A-1, R-2, R-2A, and C-2 and are shown on the provided site plan. The site to the south is commercial and the properties to the north and west are low density residential. The project is approximately 6.7 acres and will be developed with triplex and quadplex townhomes totaling 53 units, not to exceed a density of 8 units per acres. The proposed units will be approximately 25'x44' and the lots will be 25' wide for zero property lines and 35' where a side setback is provided. The depth of the lots will vary with a minimum depth of 99'. There will be a total of 55 lots which includes 1 common area and 1 stormwater area. The common area lot is approximately 0.83 acres and the stormwater area is approximately 0.50 acres. No off-street parking is being provided. Site access will be from Hixson Pike and the preliminary street layout is a 50' R.O.W. with 24' travel way, 5' sidewalks and 4' verges. The road cross section is shown on the provided site plan. Townhomes are a good transition between commercial and low density residential. A 20' type B planted buffer will be provided adjacent to commercial and a 10' type A planted buffer will be provided adjacent to residential.

DISCLAIMER

Site plans submitted as part of rezoning application are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the rezoning does not approve the development layout indicated on the site plan for a required land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations.

Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.

SITE AREA=6.7± ACRES
PARCEL ID: 092_103
UNITS: 53 (8 UNITS PER ACRE MAX)



TYPICAL ROAD CROSS-SECTION

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DEVELOPER:

RIVERSTONE CONSTRUCTION, LLC
6005 CENTURY OAKS DR, STE 300
CHATTANOOGA, TN 37416

PROJECT:

TOWNHOME SUBDIVISION
HIXSON PIKE
HIXSON, TENNESSEE

SHEET NAME:

CONCEPTUAL SITE PLAN

DATE:

12/04/2023

PROJECT NO.:

23083

DRAWN BY:

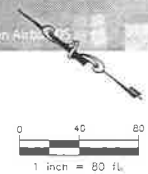
JDS

CHECKED BY:

BMB

BERRY
ENGINEERS LLC

63 BROAD STREET NW
CLEVELAND, TN 37311
423-790-5850





Hamilton County Board of Commissioners

RESOLUTION

No. 524-43

(P.C. NO. 2024-0056)

**A RESOLUTION GRANTING A SPECIAL PERMIT FOR AN
ASSISTED LIVING CARE FACILITY FOR THE PROPERTY
LOCATED AT 9101 AMOS ROAD**

WHEREAS, Thrive Senior Living, LLC c/o Jeramy Ragsdale petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for an Assisted Living Care Facility for the property located at 9101 Amos Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Thrive Senior Living, LLC c/o Jeramy Ragsdale requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on March 20, 2024, concerning the passage of this Resolution as required by law, and such hearing having been held.

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

That the zoning regulations of Hamilton County be amended granting a Special Permit for an Assisted Living Care Facility for the property located at 9101 Amos Road. An unplatted tract of land located at 9101 Amos Road being the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

May 15, 2024

Date



Special Permit Application Form

CASE NUMBER: 2024-0056		Date Submitted: 02/19/2024					
(Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed)							
1 Applicant Request							
Special Permit		Type: Assisted Care Facility (Article VI – Section 413)					
2 Property Information							
Property Address: 9101 Amos Rd		Property Tax Map Number(s): 123-003					
3 Proposed Development							
Reason for Request/ Project Description		Assisted Care Living Facility					
4 Site Characteristics							
Current Zoning:		R-5 & A-1 (currently rezoning to R-3 PUD – Cases 2024-0028 & 0029)					
Current Use:		Farm and Residential					
Adjacent Uses:		Undeveloped, Residential, Commercial, Institutional					
5 Applicant Information							
Name: Thrive Senior Living, LLC c/o Jeramy Ragsdale							
Address: (street, city, state, zip): 3280 Peachtree Rd NE, Suite 750, Atlanta, GA 30305							
Phone: 404-513-1012		Email: jeramy.ragsdale@thrivesl.com					
Primary Contact (if different than applicant information): MAP Engineers c/o Mike Price							
Address: (street, city, state, zip): 7380 Applegate Ln, Chattanooga, TN 37421							
Phone: 423-855-5554		Email: mapengr@epbfi.com, btabor@epbfi.com					
<input checked="" type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.							
6 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name: Brooks Dairy Inc c/o John Allen Brooks							
Address: (street, city, state, zip): 9101 Amos Rd, Ooltewah, TN 37363							
Phone: 423-66-9404		Email: jab@johnallenbrooks.com					
7 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$250	<input checked="" type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input checked="" type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs			Number of notice signs: 3			
Municipality: Hamilton County		Planning District: 12		Neighborhood: None			
County Commission District: 9		City Council District: 0					
PC meeting date: April 8, 2024		Application processed by: Jennifer Ware					
Staff Recommendation:		PC Action/Date:		Legislative Action/Date/Ordinance:			

2024-0056 Hamilton County
April 8, 2024

RESOLUTION

WHEREAS, Thrive Senior Living, LLC c/o Jeramy Ragsdale petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the granting of a Special Permit for an Assisted Living Care Facility for the property located at 9101 Amos Road.

An unplatted tract of land located at 9101 Amos Road being the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on April 8, 2024,

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

AND WHEREAS, there was opposition present to the petition,

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

AND WHEREAS, the Planning Commission has determined that the request is compatible with the 2007 adopted Wolftever Creek Area Plan, development form and adjacent land uses of the area.

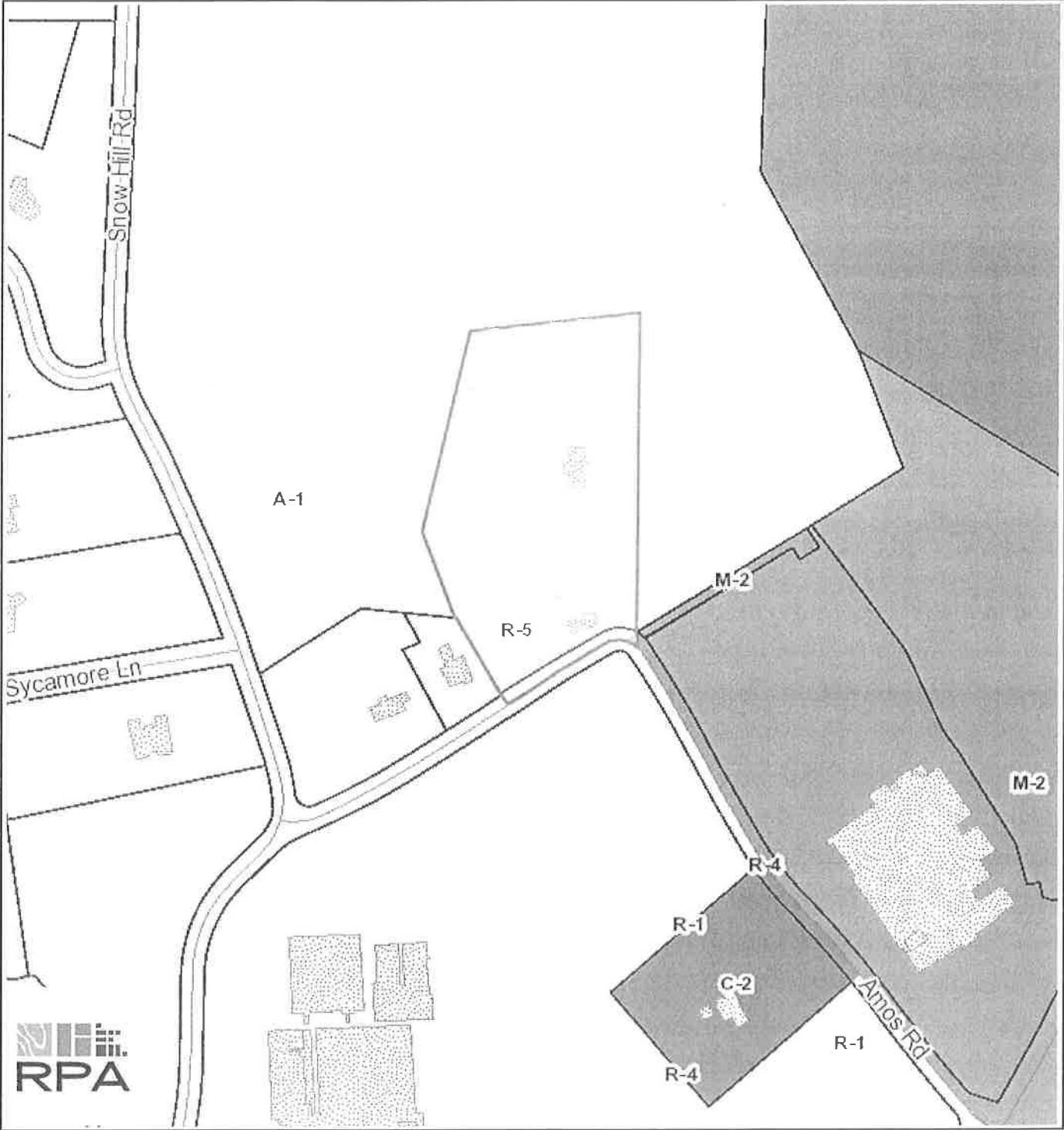
NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on April 8, 2024, recommends to the County Mayor and members of the County Commission that this petition be approved.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Dan Reuter", with a long horizontal flourish extending to the right.

Dan Reuter
Executive Director

2024-0056 Special Permit for an Assisted Living Facility



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2024-0056: Approve.

Chattanooga-Hamilton County Regional Planning Agency PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2024-0056	PC MEETING DATE: April 8, 2024	APPLICANT: Thrive Senior Living c/o Jeramy Ragsdale
PROPERTY OWNER: Brooks Dairy Inc c/o John Allen Brooks	PROPERTY ADDRESS: 9101 Amos Road	TAX MAP PARCEL ID: 123-003
SIZE OF PROPERTY: 6.6 acres	JURISDICTION: Hamilton County	REQUEST: Special Permit for an Assisted Care Living Facility

SUMMARY OF REQUEST: A Special Permit for an Assisted Care Living Facility for a 6.6 acre portion of a mixed-use development that includes an active adult 55+ community with a mix of 2-4 unit attached units, detached residential units, small cottages, a 3 story multi-unit residential building, commercial uses and independent living. The proposed assisted care living facility building will have 40 assisted living units and 24 memory care units (totaling 94 beds) with an additional 85 independent living units. The estimated number of employees to be present onsite during a shift change is approximately 30. The estimated number of volunteers and/or visitors expected to be present onsite is to range from 10-20, except for special events and holidays where the number could increase.

SITE PHOTOGRAPHS



Public Notice Sign



Site



Site

PROPERTY DESCRIPTION

EXISTING LAND USE Agricultural	SURROUNDING LAND USES <u>North:</u> Single-Unit Residential <u>East:</u> Office <u>South:</u> Ooltewah High School <u>West:</u> Single-Unit Residential	ACCESS Amos & Snow Hill Roads	NATURAL RESOURCES A portion of the entire development site is in the 100 and 500-year floodplain. A portion of Rogers Branch runs north and south along the site.
--	--	---	---

ZONING

ZONING REGULATIONS	<p>A Special Permit for an Assisted Care Living Facility in the R-3Multi-Family Residential District may be issued by the Hamilton County Commission after recommendation by the Chattanooga-Hamilton County Regional Planning Commission, provided that:</p> <ol style="list-style-type: none"> 1. The applicant submit a copy of Tennessee Dept. of Health license application. 2. The applicant submit a site plan with the following information: <ul style="list-style-type: none"> • Size, location and use of all buildings • Parking and loading facilities • Points of egress and ingress • Any existing and proposed landscape buffers • Surrounding land uses and • A list showing the number of residents, employees, visitors and volunteers expected
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ZONING HISTORY	<ul style="list-style-type: none"> An application was submitted to rezone the property from A-1 & R-5 to R-1, R-3 & C-5 with conditions and for a Special Permit for a Residential PUD (Case 2024-0028 & 0029). Staff recommended to deny both applications. The Planning Commission recommended to approve the rezoning application with conditions and approve the PUD with no conditions. The County Commission approved the application with the conditions listed below at the March 20, 2024 Hamilton County Commission meeting. <ol style="list-style-type: none"> Developer shall dedicate 10' of right-of-way along the entire frontage of the development fronting Snow Hill Rd; A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Rd. The planted buffer shall begin behind the newly dedicated right-of-way along Snow Hill Rd. The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel to Snow Hill Rd, not including the areas where 2 entrances to Snow Hill Rd are proposed; Lighting to be directed away from all residential areas. No street or parking light poles within the development may exceed 20' in height as measured from the pole base; The 2 proposed buildings for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height; No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way of Snow Hill Rd and 75' of the right-of-way of Amos Rd; A clubhouse, pool, dog park and pickle ball courts shall be made part of the development for the enjoyment of the residents living there; The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed; Perimeter tree buffer plantings along Snow Hill Rd and Amos Rd and the northern boundary shall consist of multiple tree species with no specific tree species constituting more than 33% of the total number of trees planted within the buffer areas; A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined; The developer shall construct a center left turn bay in Snow Hill Rd as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department; The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least one resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.
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OTHER DEPARTMENT COMMENTS

No other department provided comments for this case.

DISCUSSION OF STAFF RECOMMENDATION

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	COMPLIANCE WITH SITE PLAN REQUIREMENTS The site plan and application narrative submitted with the application meet the site plan requirements.
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	COMPATIBILITY WITH ADJACENT LAND USES The site is surrounded by single-unit residential, office, and Ooltewah High School.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments	CONCERNS WITH NUISANCES SUCH AS LOCATION, PARKING, & NOISE The rezoning conditions should eliminate any nuisances to adjacent property including lighting and landscaping.

☐ Yes ☒ No ☐ See Comments
COMPATIBILITY WITH ADOPTED PLANS

The site is located in the Wolftever Creek Area Plan (2007) which recommends **Very Low Intensity Residential** for the site. These sites are primarily located at the southern portion of Snow Hill Road and the category is intended to protect those areas with larger lot residential development either separate from or as part of a Planned Unit Development.

The plan notes this designation limits residential density based on the following factors:

- The prevalence of rolling topography and extended vistas, are attractive and desirable amenities for residents and visitors to Hamilton County.
- The prevailing development form of larger lots is already well-established.
- The limited capacity of Snow Hill Road coupled with traffic generated by Ooltewah High School and increasing residential development create traffic congestion along Snow Hill Road. Residents in this area have few options other than utilizing Snow Hill Road to access Lee Highway and I-75. Limiting residential densities to two (2) units per acre or less will help reduce the number of vehicle trips generated by new development.
- To help preserve the scenic beauty of this area, residential development should be limited to single-family detached housing unless the development is included in a PUD. In this case, townhouses and other attached housing are acceptable as long as the PUD consists primarily of single-family detached housing with an overall density of 2.0 units per acre or less. Densities in excess of 2.0 units per acre should only be considered if the development will preserve substantial areas of open space.

The proposed assisted care living facility is not compatible with the adopted land use plan.

☐ Yes ☐ No ☒ See Comments
COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is large, single-unit residential development to the west and north of the site with lots ranging from 0.20 to multiple acres, a large tract of land with a medical office, and the Ooltewah High School campus with associated accessory buildings and parking areas.

STAFF RECOMMENDATION

The Hamilton County Commission approved rezoning the site to R-3 Multi-Unit Residential District with conditions in March 2024. This request does not meet the land use plan policy; however, the Commission created a new policy for the property when they approved the rezoning. The proposed use is an allowable use in the R-3 District with approval of a special permit. The requested use is what was shown as one of the uses on the site plan during the rezoning process.

The requested use meets the site plan requirements, and there are no concerns with nuisances to adjacent property.

Staff Recommends to approve

Request for Special Permit for Assisted Care Living Facility at 9101 Amos Road

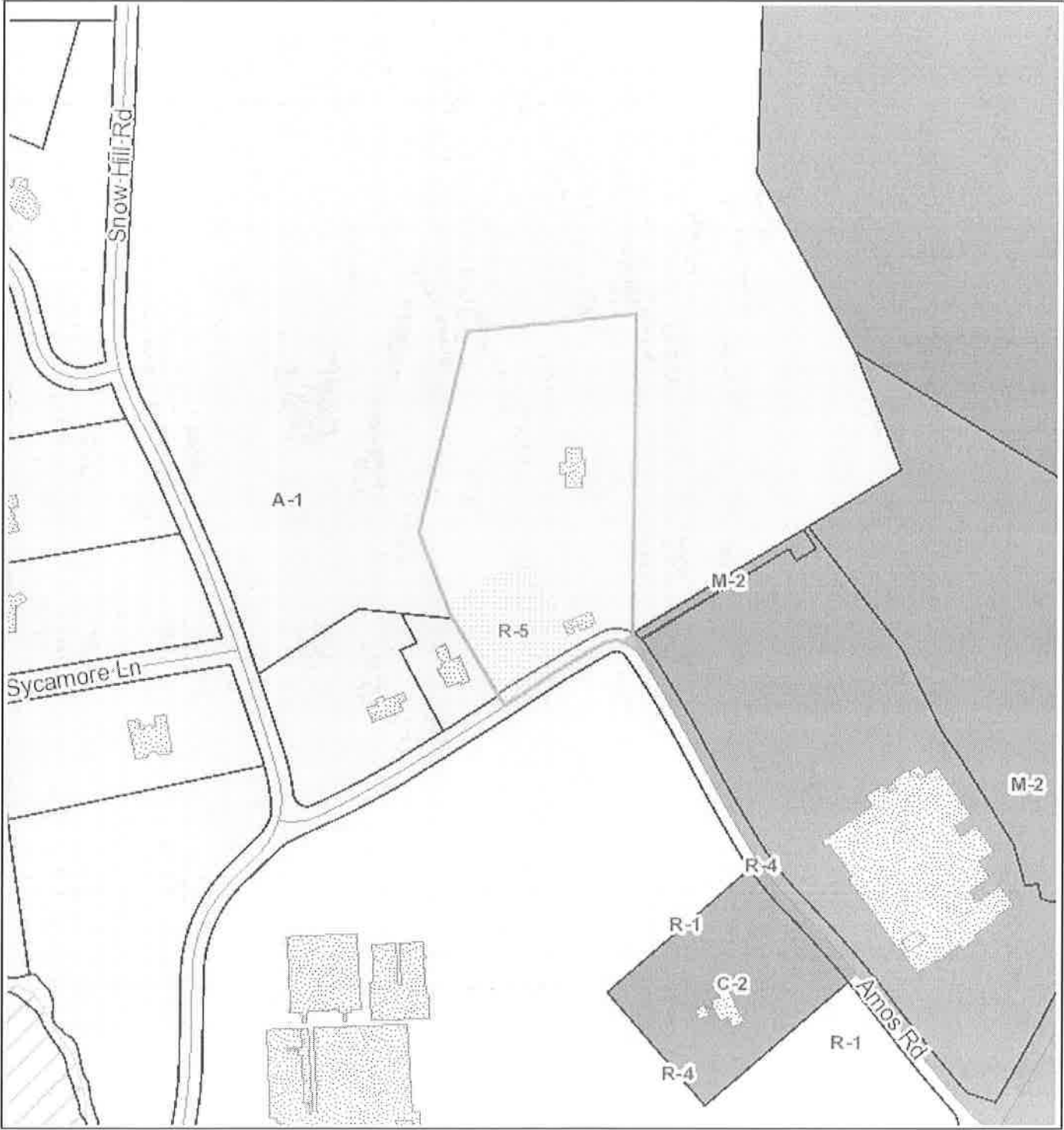
Narrative

Thrive Senior Living, LLC (Applicant) proposes to construct an assisted care living facility at 9101 Amos Road. The property is currently in the process of rezoning from A-1 and R-5 to an R-1, R-3 and C-5 PUD for a proposed development that includes an active adult 55+ community with a mix of two and four unit attached residences, detached residences, small cottages, and single-family lots, an active adult 55+ multifamily 3-story building with associated parking and amenities, a 3-story assisted living, independent living, and memory care facility with associated parking and amenities, and a small commercial multipurpose space with potential uses such as a coffee shop, smoothie bar, sundry shop, etc.

The proposed assisted care living facility is to be located within the portion of the property being rezoned to R-3. Per *Hamilton County Zoning Regulations, Article IV, Section 701.C.(2)(d)* an Assisted Care Living Facility is an allowed use within the R-3 zoning designation with an approved Special Permit by Hamilton County Commission, subject to *Article VI, Section 413, Special Permit for an Assisted Care Living Facility*.

The proposed facility building is anticipated to include 40 assisted living units and 24 memory care units (totaling approximately 94 beds), with an additional 85 independent living units. The estimated maximum number of employees to be present onsite during a shift change is approximately 30. The estimated number of volunteers and/or visitors reasonably expected to be present onsite is estimated to range from 10-20, except for special events such as Mother's/Father's Day and other holidays where the number could increase.

2024-0056 Special Permit for an Assisted Living Facility



2024-0056 Special Permit for an Assisted Living Facility



DEVELOPMENT SUMMARY
TOTAL SITE ACREAGE: 81.55 AC

Land Use Breakdown:	ACRES
R1 Parcel	78.75 AC
R3 Parcel (L/LAL/MC)	6.66 AC
R3 Parcel	2.20 AC
C3 Parcel	1.20 AC

Overall Per Land Use	1970-72	1973-75
	LOTS	UNITS/ACRE
R1 Parcels	142	1.7
R2 Parcels	140	22.2
R3 Parcels	20	10.2
all parcels	302	8

US PERIOD	5	5
UNIT TYPE USE		UNITS
ACTIVE ADULT (M)		178

ACTIVE ADULT (R1) 173
 30 DUPIX (90=85)
 14 QUADPLEX (100x80)
 13 DETACHED (65=85)

ACTIVE ADULT (R3) 30

SENIOR LIVING (R3) 148
AS INDEPENDENT
40 ADDED

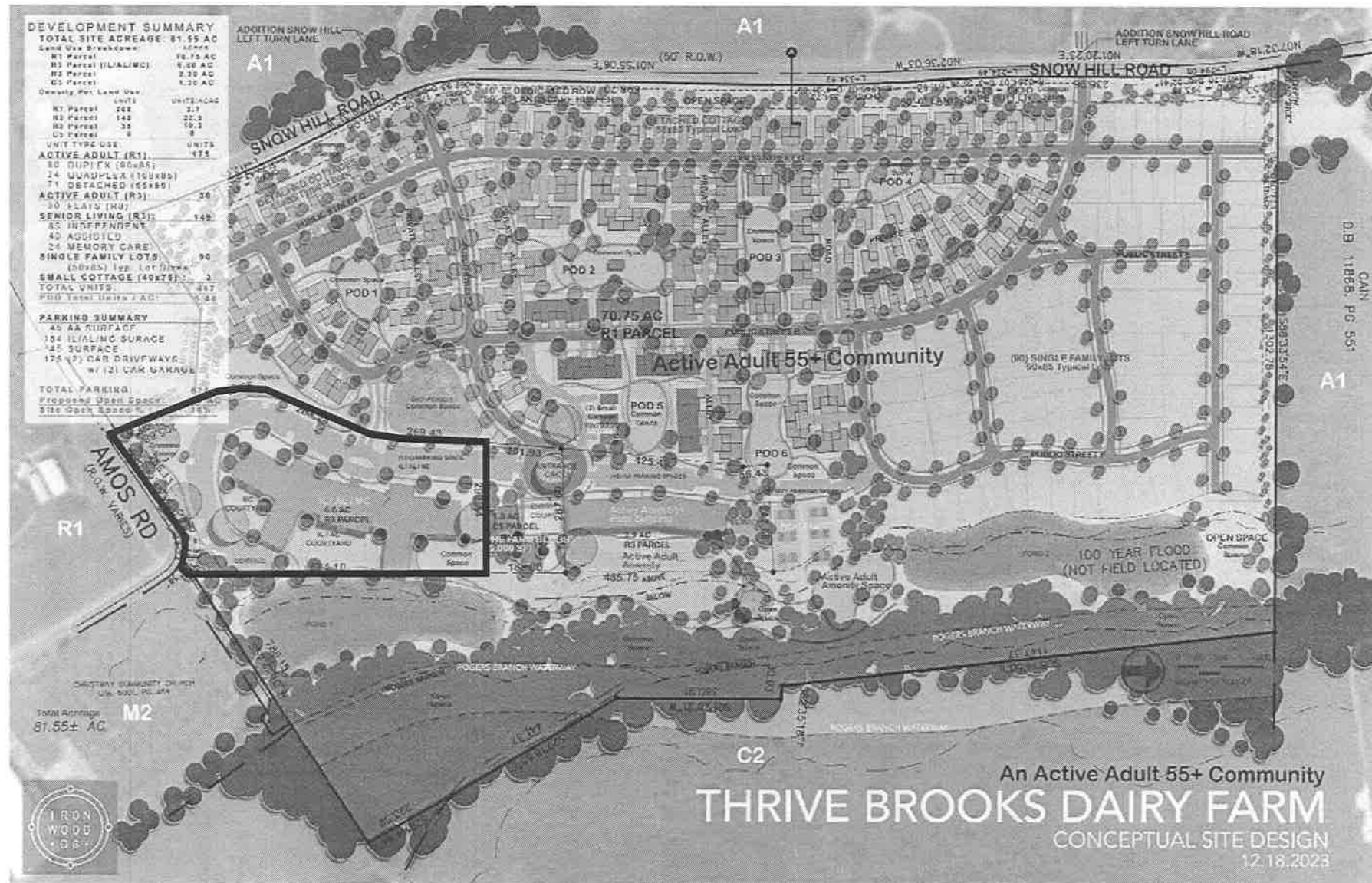
24 MEMORY CARE
SINGLE FAMILY LOTS. 90
(50x85) lvg. lot 9/17/94

SMALL COTTAGE (40x75)	2
TOTAL UNITS	447
PDG Total Units / AC	5.88

PARKING SUMMARY
45 AA SURFACE

184 IL/ALING SURFACE
145 SURFACE
175 1/2 CAR DRIVEWAYS

W/ (2) CAR GARAGE
TOTAL PARKING 677





ASSISTED CARE LIVING FACILITIES APPLICATION FOR INITIAL LICENSURE

All applicable laws, rules, policies, and guidelines affecting your practice are available for viewing at <http://tn.gov/health/topic/hcf-professionals>. Please check this website periodically for updates.

Name of the Facility/Agency _____

Location of the Facility

Street 9101 Amos Road City Ooltewah

County Hamilton State TN Zip 37363

Phone Number (404) 387-0464 Fax Number () _____

Twenty-four (24) Hour Emergency Phone Number (404) 387-0464

E-Mail Address alan.moise@thrivesl.com

Total Bed Capacity 94

Does the facility have a secured unit? Yes X No Number of Secured Beds 34

Does the facility have Adult Day Care services? Yes No X If yes, how many beds _____

Does the facility provide Pet Therapy? Yes X No

Administrator Information

Administrator TBD, Administrator to be hired prior to licensing and operations start

Certificate number or Nursing Home Administrator Number _____

Have you (Administrator) ever been convicted of a crime involving injury or harm to person(s), financial or business management (e.g., assault, battery, robbery, embezzlement or fraud)? Yes No

If yes, what charge(s)? _____

Location of Conviction _____ Date _____
(City) (County) (State)

Mailing address if different from the Facility location address

Name Thrive Senior Living LLC

Street 3280 Peachtree Road NE

City Atlanta State GA Zip 30305

Ownership of Building

Name Thrive Senior Living LLC Telephone Number (404) 386-0464

Street 3280 Peachtree Road NE

City Atlanta State GA Zip 30305

Division of Health Licensure and Regulation, Office of Health Care Facilities, 665 Mainstream Drive, Second Floor, Nashville, Tennessee 37243, Telephone (615) 741-7221

FEE SCHEDULE (FEES ARE NON-REFUNDABLE)

<u>Bed Capacity</u>	<u>Fee</u>	<u>Bed Capacity</u>	<u>Fee</u>
Less than 25	\$1,040	100 thru 124	\$2,080
25 thru 49	\$1,300	125 thru 149	\$2,340
50 thru 74	\$1,560	150 thru 174	\$2,600
75 thru 99	\$1,820	175 thru 199	\$2,860

Facilities with 200 beds or more shall pay a flat rate of \$2,860 + \$200 for each additional 25 beds or fraction thereof (i.e., 200-224 pays \$3,060; 225-249 pays \$3,260).

OWNERSHIP OF BUSINESS

1. a. Check the type of Legal Entity:

Individual _____ Partnership _____ Corporation _____ Limited Liability Company X
Church Related _____ Government/County _____ Other _____

- b. Check One: X For Profit _____ Non-profit

- c. Legal Entity checked in 1.a:

Name Thrive Senior Living LLC Phone Number (404) 386-0464
Address 3280 Peachtree Road NE, Atlanta GA 30305

- d. List name(s) and address(es) of individual owners, partners, directors of the corporation, or head of the governmental entity:

Name	Street	City, State, Zip
Name	Street	City, State, Zip
Name	Street	City, State, Zip

(If additional space is needed, please use a separate sheet.)

2. a. Is your facility/organization accredited by a **federally approved** accrediting body but not limited to JCAHO, CARF, etc.? Yes _____ No X Expiration Date _____

- b. Is your facility/organization deemed by a **federally approved** accrediting body but not limited to JCAHO, CARF, ETC.? Yes _____ No X Expiration Date _____

3. If you have a parent company please provide the following information:

Name _____ Telephone Number (_____) _____
Address _____

4. a. Are any owners of the disclosing entity also owners of other health care facilities in Tennessee and/or other states? Yes X No _____

- b. If yes, list names and addresses of all such facilities:

 Multiple. Addendum to be attached.

5. a. Do you have a contract with a management firm to operate this facility? Yes _____ No X
If yes, specify dates: From _____ To _____
b. If yes, please specify name of firm: _____
Phone Number (_____) _____

Street City State Zip
6. a. Have any owners of the disclosing entity ever been denied a license, had a license suspended or revoke, had a suspension of admissions or paid any civil monetary penalties for a health care facility in Tennessee or in any other state? Yes _____ No X
b. If yes, where? _____ When? _____
c. For what reason? _____
7. Demonstrate the ability to meet the financial obligations of the ACLF with a financial statement prepared by a certified public accountant.

VERIFICATION BY NOTARY PUBLIC

Signee for application certifies that he/she is of responsible character and able to comply with the minimum standards and regulations established by Tennessee pertaining to the type of facility or agency for which application for licensure is made and with the rules promulgated under Tennessee Code Annotated (TCA) §68-11-201.

Signee also certifies that a policy has been implemented to inform all employees of their obligation under TCA §71-6-103 to report incidents of abuse or neglect.

Applicant Signature Title Date

STATE OF TENNESSEE

County of _____ To be fully executed upon eventual submission

The above named applicant (print name) _____, being by me duly sworn on his/her oath, deposes and says that he/she has read the forgoing application and knows the contents thereof: that the statements concerning the above named facility or agency, therein contained, are correct and true to his/her own knowledge.

Subscribed to and sworn to on this _____ day of _____
Month Year

Notary Public: _____

My commission expires: _____

ASSISTED CARE LIVING FACILITIES (ACLF) PROCEDURES FOR APPLYING FOR LICENSURE OF A NEW FACILITY

1. Submit a notarized application along with the appropriate licensure fee; financial statement prepared by a certified public accountant; copy of local business license (if applicable to the locality); and a copy of any and all documents demonstrating the legal status of the business organization that owns the ACLF to the address at the top of the application.
2. Obtain architectural plans signed and sealed by an architect or Tennessee licensed engineer. Submit the plans to the Plans Review Section of Health Care Facilities. Once you receive approval of the architectural plans you may begin building the facility. If it is an existing building you will need to make any renovations that the plans reviewer has indicated. Approximately thirty (30) to forty-five (45) days prior to completion of the construction/renovations you will need to send a letter to the Regional Office in your area to request a survey of the facility. The Regional Office will notify you to schedule the survey. Be certain that you have given yourself plenty of time to have the building completed and to have your policies and procedures in order. If you are not ready on the date of survey it will most likely be thirty (30) days or more before the survey can be rescheduled.
3. Once the survey has been completed the surveyor will tell you if a recommendation is going to be made to license your facility. The surveyor will forward the appropriate forms to the Regional Office for the Regional Director's signature. The forms will then be forwarded to the Central Office Licensure Division in Nashville.
4. Licensure staff will then process the forms and send an initial approval letter to you. The application will then be presented to the Board for Licensing Health Care Facilities at the next regularly scheduled board meeting for ratification. If the Board ratifies the application the license will then be ordered from the computer center. You should receive the license in seven (7) to ten (10) business days.
5. If the Board does not ratify the initial approval of your application, a letter will be mailed to you providing an explanation and specific instructions as to any actions you may take to have the decision reviewed, at which time this authorization shall cease to be effective.
6. Notice regarding Assisted Care Living Facilities (ACLFs) seeking Medicaid reimbursement: ACLFs in Tennessee **must** be licensed by the Tennessee Department of Health, Office of Health Care Facilities. In addition, ACLFs that want to serve Medicaid recipients **must** be compliant with the federal Home and Community Based Services (HCBS) Settings Rule as a requirement of eligibility to become a TennCare provider and receive Medicaid reimbursement. ACLFs not in compliance with the HCBS Settings Rule **will not** be able to be credentialed to participate as a TennCare provider and receive Medicaid reimbursement until such ACLFs come into compliance with the HCBS Settings Rule.

All applicable laws, rules, policies, and guidelines affecting your practice are available for viewing at <http://tn.gov/health/topic/hcf-professionals>. Please check this website periodically for updates.