

# Hamilton County Board of County Commissioners

AGENDA

November 18, 2015

ROLL CALL

INVOCATION - **Commissioner Beck**

PLEDGE TO THE FLAG - **Commissioner Beck**

- Presentation            Commissioner Sabrena Smedley honoring Lieutenant Commander Tim White and Chief Petty Officer Joseph Capozzi for their outstanding Dedicated Military Service.
- Minutes                 Recessed Meeting - October 28, 2015
- Minutes                 Agenda Session - October 28, 2015
- Minutes                 Regular Meeting - November 4, 2015
- Report                  Quarterly Investment Report
- Report                  Order of Designation Planning Commission - Todd Leamon November 9, 2015
- Report                  Unaudited Financial Reports Fiscal Year ending June 30, 2015 for Circuit Court Clerk, Clerk and Master, County Clerk, and Register.
- Res. No. 1115-16        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 bond of Executive Director of Hamilton County 911 Emergency Communications District.
- Res. No. 1115-17A      A Resolution to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 8237 Roy Lane.
- Res. No. 1115-17B      A Resolution to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 8237 Roy Lane.
- Res. No. 1115-18        A Resolution granting a Special Exceptions Permit for a Residential Planned Unit Development for property located at 8237 Roy Lane.
- Res. No. 1115-19        A Resolution to decrease the expenditure budget for the Juvenile Court Judge by \$55,461.59 and increase the expenditure budget for the Sheriff by \$55,461.59.
- Res. No. 1115-20        A Resolution making an appropriation to the City of Chattanooga in the amount of one thousand five hundred dollars (\$1,500.00) from General Fund discretionary monies, as allotted to District Four, to assist with renovations at South Chattanooga Youth and Family Development Center.
- Res. No. 1115-21        A Resolution making an appropriation to the Tides Foundation in the amount of two thousand five hundred dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Four.
- Res. No. 1115-22        A Resolution making an appropriation to the Tides Foundation in the amount of two thousand five hundred dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Five.
- Res. No. 1115-23        A Resolution amending and extending the contract with Tennessee Valley Railroad Museum, Inc. ("TVRM") for management of the rail yard and tracks at the Enterprise South Industrial Park and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-24        A Resolution authorizing payment for the acquisition of Rights-Of-Way required for the construction of the Ooltewah-Georgetown Road, Mountain View Road and Blanche Road intersection improvements in the amount of \$23,900 of which 80 percent of the cost will be reimbursed to Hamilton County by the Tennessee Department of Transportation and 20 percent match to be paid by Hamilton County.
- Res. No. 1115-25        A Resolution authorizing the County Mayor to accept a \$460,000 Local Parks and Recreation Fund grant from the Tennessee Department of Environment and Conservation to develop horse trails at Enterprise South Nature Park and to sign any and all grant-related contracts and documents.

- Res. No. 1115-26 A Resolution accepting the bid of Prater Ford, Inc. for mid-size and small utility vehicles for Hamilton County and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-27 A Resolution accepting the bids of Middle Tennessee Turf, Inc. and SiteOne Landscape Supply for one (1) year contract pricing, beginning December 4, 2015, through December 3, 2016, for sod for the Recreation Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-28 A Resolution accepting the bid of Raines Brothers, Inc. for the Courthouse south entrance marble step landing renovation amounting to \$58,890.00 for the Maintenance Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-29 A Resolution accepting the bid of Z-Band, Inc. for contract unit pricing, beginning November 18, 2015, through November 17, 2016, for video distribution equipment for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-30 A Resolution accepting the proposal of EPB Fiber Optics for internet connectivity for the period December 1, 2015, through November 30, 2018, with the option to renew for an additional three years on an annual basis, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-31 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a contract with the Tennessee Department of Health in the amount of \$416,700.00 to provide Sexually Transmitted Disease and HIV Education, Prevention and Control Services in Hamilton County, for a time period of January 1, 2016 through December 31, 2016.
- Res. No. 1115-32 A Resolution accepting the bid of Young Electric Company, Inc. for an emergency generator addition for the Sequoyah Health Center amounting to \$91,617.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1115-33 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to accept a grant supplement in the amount of \$255,012.00 from the Health Resources and Services Administration (HRSA) and to increase the expense and revenue budgets by \$255,012.00.
- Res. No. 1115-34 A Resolution making an appropriation to Highway 58 Volunteer Fire Department in the amount of two thousand dollars (\$2,000.00) from General Fund discretionary monies, as allotted to District Nine.
- Res. No. 1115-35 A Resolution approving the transferring of \$34,000.00 in discretionary bond funds as allotted to County Commission District Five to County Commission District Seven, and the transferring of a like amount in General Fund Discretionary Funds as allotted to County Commission District Seven to County Commission District Five.

## **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  
OCTOBER 28, 2015**

**STATE OF TENNESSEE**            )  
**COUNTY OF HAMILTON**        )

Recessed Meeting  
October 28, 2015

**BE IT REMEMBERED**, that on this 28<sup>th</sup> day of October, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

Also in attendance were County Mayor’s Chief of Staff Mike Compton, members of his administrative staff, Assistant County Attorney Neill Southerland, and County Auditor Bill McGriff.

Commissioner Mackey introduced Ms. Susanne Alexander, member of Spiritual Assembly of the Baha’is, who gave the invocation. Commissioner Mackey led in the pledge to the flag.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
OCTOBER 28, 2015**

**RESOLUTION NO. 1015-54 A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE MCKEE FOODS CORPORATION PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF HAMILTON COUNTY, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1015-54.

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

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

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
OCTOBER 28, 2015**

**RESOLUTION NO. 1015-55 A RESOLUTION RE-APPOINTING TWO (2) JUDICIAL COMMISSIONERS FOR A ONE (1) YEAR TERM, COMMENCING MAY 1, 2015, AND EXPIRING APRIL 30, 2016; DESIGNATING A CHIEF JUDICIAL COMMISSIONER; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.**

This Resolution reappoints Nathaniel Goggans and Ron Powers.

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Fields, to adopt Resolution No. 1015-55.

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

In response to Commissioner Fields question, Chairman Bankston clarified that a separate Resolution would be presented to designate a Chief Judicial Commissioner.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
OCTOBER 28, 2015**

At this time, a lengthy discussion took place among Commissioners regarding the term of office dates for Nathaniel Goggans and Ron Powers. It was noted that the dates were listed incorrectly in the title of the Resolution. The correct term should commence November 1, 2015 and end October 31, 2016. Chairman Bankston asked that Assistant Attorney Southerland report back to the Commission with the appropriate steps to correct the term of office dates.

In response to Chairman Bankston's question, Clerk Knowles reported that since the Resolution had been adopted, a motion to reconsider would be the procedure to revisit the Resolution.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Smedley, to reconsider Resolution No. 1015-55.

Commissioner Fields pointed out that while the title of resolution contained a typo and stated the wrong term, the body of the resolution consistently stated the correct term.

In response to Commissioner Fields comments, Commissioner Graham withdrew his motion, and Commissioner Smedley withdrew her second.

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

Respectfully submitted:



\_\_\_\_\_  
William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

W.F.K.  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 28, 2015**

**STATE OF TENNESSEE**            )  
**COUNTY OF HAMILTON**        )

Agenda Preparation Session  
October 28, 2015

**BE IT REMEMBERED**, that on this 28<sup>th</sup> day of October, 2015, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

Also in attendance were the County Mayor's Chief of Staff Mike Compton, members of his administrative staff, Assistant County Attorney Neill Southerland, and County Auditor Bill McGriff.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 28, 2015**

**PRESENTATION-ARTSBUILD**

Lee Davis, Chairman of the ArtsBuild Board of Directors, gave a presentation regarding additional funding for the non-profit organization. It was noted that Dan Bowers, President of ArtsBuild, was also present to answer any questions from Commissioners. Mr. Davis described how he became involved with the organization through the Chattanooga Boys Choir. He explained that many organizations in the community receive grants through ArtsBuild to assist in promoting arts, culture, and education. Mr. Davis added that the grants will not continue to be possible without additional funding.

Mr. Davis distributed a draft of a Resolution for Commissioners to consider. A copy was also distributed to the Clerk's office. The proposal includes Commissioners meeting with their state delegates in order to levy a countywide cigarette tax that would be placed on the August 2016 ballot. The proceeds from the tax would be dedicated to arts and culture in Hamilton County. It was noted that the County Commission would be in charge of how the funds are distributed. Mr. Davis reported numbers from a poll taken by ArtsBuild in August. Out of 503 residents likely to vote in August 2016, 63 percent support and 43 percent oppose a cigarette tax to fund arts and culture.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 28, 2015**

In response to Commissioner Beck's question, Mr. Davis reported that the expected revenue from the tax would be around 3 to 4 million dollars annually. It was noted that the expected revenue was calculated based on a tax on cigarettes only. He added that ArtsBuild is open to a tax on all tobacco products.

In response to Mr. Davis' comments, Commissioner Beck noted that one day marijuana will be legalized in Tennessee and he encouraged the context of the proposed legislation to levy the tax on all tobacco products.

In response to Commissioner Smedley's question, Mr. Davis confirmed that only the cigarette tax rather than all tobacco products determined the calculated expected revenue.

Commissioner Mackey commented that he supported this proposal for referendum, as it would allow the voters in Hamilton County to decide if they want to approve the tax.

In response to Commissioner Haynes question regarding e-cigarettes and vapor products, Mr. Davis explained that the organization would need assistance in determining how to include those products under the proposed tax. He noted that

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AGENDA PREPARATION SESSION  
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because of vapor products, the fastest growing demographic of tobacco users are young girls between ages 18 and 25.

Commissioner Boyd made comments about the necessity of funding arts and culture in Chattanooga. He reported some independent findings in District 6: \$1.1 million was spent promoting art events; there were \$57,500 attendees of art events, and \$1.3 million in revenue from those attendees in restaurants and shops downtown. He added that art in the community is an economic driver, and he will be supporting efforts for legislators to allow the tax on the ballot for voters to decide.

Commissioner Graham added that he will not be supporting a tobacco tax in Hamilton County. He explained the potential ripple effect that could take place if the tax is implemented, and the negative impact it would have on the poor. He added that while he does support the arts, he would not support a tax that could potentially penalize the poor.

Commissioner Boyd and Commissioner Mackey responded to Commissioner Graham's comments adding that the tax could be beneficial by encouraging poor people to consume fewer tobacco products.

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OCTOBER 28, 2015**

Commissioner Graham explained that he is granting the wishes of his constituents by not supporting the proposed tax.

**COMMITTEE ASSIGNMENTS**

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

- This Trustee's Monthly Report and Excess Fee Report for September 2015 would be submitted and made a matter of record.
- Resolution No. 1115-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 1115-7 through 1115-9 and 1115-11 through 1115-14 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution No. 1115-10 was not used.
- Resolution Nos. 1115-2 through 1115-6 were heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 1115-2 through 1115-6 would now be heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1115-2**

This Resolution reappoints William Raines to the Carter Street Corporation Board of Directors for a term ending November 8, 2019.

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There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1115-3**

Commissioner Fields spoke regarding this Resolution, which appropriates \$25,000.00 to the Pumpkin Patch from general fund discretionary monies as allotted to District 2. It was noted that the funds will assist with rebuilding the playground area used by residents of Hamilton County.

In response to Commissioner Smedley's question, Commission Fields reported that the current estimate of the total cost of renovations is \$250,000.00.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1115-4**

Chairman Bankston spoke regarding this item, which appropriates \$5,000.00 to Harrison Ruritan Foundation, Inc. from general fund discretionary monies as allotted to District 9. The funds will assist the non-profit with the purchase of a refrigerator and replacement lighting.

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In response to Commissioner Mackey's comments, Chairman Bankston added that the Harrison Ruritan Foundation does great work for the schools and community in Hamilton County.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1115-5**

Alecia Poe, Human Resource Director, spoke regarding this Resolution, which accepts the proposal of Kelly Services, Inc. for temporary employment agency services beginning January 1, 2016 through December 31, 2017, with the option to renew for four additional one-year periods. It was noted Kelly was low bid and that HR currently contracts with Kelly for the same services.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1115-6**

Alecia Poe, Human Resources Director, spoke regarding Resolution, which accepts the proposal of Application Software, Inc. dba Asiflex for flexible benefits plan administration services beginning January 1, 2016 through December 31, 2018, with the option to renew for three additional one-year periods. She added that the new vendor

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will save the Human Resources Department approximately .96 cents per participant per month.

There were no questions from Commissioners.

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

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Boyd spoke about meeting with Debbie Smith, Principal of Chattanooga High Center for Creative Arts (CCA). He reported that CCA was one of 17 schools recognized by an organization in Seattle, Washington for their involvement in the creative arts.

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Commissioner Smedley congratulated the East Hamilton Girl's Cross Country Team for advancing to the state tournament. She also announced that she would be holding her 4<sup>th</sup> community update meeting with City Councilman Larry Grohn on Thursday, November 4<sup>th</sup> at Hawkinsville Baptist Church on Pinewood Drive to address infrastructure needs.

Chairman Bankston wished his wife a happy birthday.

**DELEGATIONS**

Chairman Bankston asked for delegations on matters other than zoning.

Monty Bell, a homeless resident of Hamilton County for 17 years, addressed the Commission regarding racial disparity and education in the criminal justice system.

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OCTOBER 28, 2015**

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, November 4<sup>th</sup> at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

W.F.K.  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
NOVEMBER 4, 2015**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            November 4, 2015

**BE IT REMEMBERED**, that on this 4<sup>th</sup> day of November, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
NOVEMBER 4, 2015**

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

**PRESENTATION – CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT  
– COMMUNITY HEALTH DATA PROFILE.**

Bill Ulmer, Director of Community Health Services thanked several people in attendance from the Regional Health Council and the Chattanooga-Hamilton County Health Department. He introduced Lone Farrar, Community Health Planner for the Chattanooga-Hamilton County Health Department who provided updated statistics regarding community health; the last community report was done in 2010. Topics of interest included demographics and social determinants of health, general health status, access to health care and coverage, infant and maternal health, chronic diseases and risk factors for chronic disease, injury and violence, mental and behavioral health, environmental health, and communicable diseases.

The Mayor and several members of the commission thanked Becky Barnes, Administrator of Health Services, and her staff at the Chattanooga-Hamilton County Health Department for today's presentation.

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REGULAR MEETING  
NOVEMBER 4, 2015**

A copy of the presentation was given to members of the Commission, the Mayor, and the Clerk's office.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, that the minutes of the Recessed Meeting of October 14, 2015, the Agenda Preparation Session of October 14, 2015, and the Regular Meeting of October 21, 2015, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**TRUSTEE'S MONTHLY REPORT**

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

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**TRUSTEE'S EXCESS FEE REPORT**

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

**RESOLUTION NO. 1115-1 A RESOLUTION TO APPROVE AND ACCEPT  
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, AND THE BONDS AND  
OATHS OF NOTARIES PREVIOUSLY ELECTED.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 1115-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Bankston reported that Resolution Nos. 1115-2 through 1115-6 and 1115-15 were heard by a Committee of the Whole.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
NOVEMBER 4, 2015**

**RESOLUTION NO. 1115-2 A RESOLUTION CONFIRMING THE REAPPOINTMENT  
BY THE COUNTY MAYOR OF ONE MEMBER TO THE CARTER STREET  
CORPORATION BOARD OF DIRECTORS FOR A TERM ENDING NOVEMBER 8,  
2019.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 1115-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 1115-3 A RESOLUTION MAKING AN APPROPRIATION TO  
PUMPKIN PATCH IN THE AMOUNT OF TWENTY FIVE THOUSAND DOLLARS  
(\$25,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED  
TO DISTRICT TWO.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Mackey, to adopt Resolution No. 1115-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and

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

**RESOLUTION NO. 1115-4 A RESOLUTION MAKING AN APPROPRIATION TO HARRISON RURITAN FOUNDATION, INC., IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.**

**ON MOTION** of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 1115-4. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION  
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**RESOLUTION NO. 1115-5 A RESOLUTION ACCEPTING THE PROPOSAL OF KELLY SERVICES, INC. FOR TEMPORARY EMPLOYMENT AGENCY SERVICES, BEGINNING JANUARY 1, 2016 THROUGH DECEMBER 31, 2017, WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS, FOR THE HUMAN RESOURCES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1115-5. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 1115-6 A RESOLUTION ACCEPTING THE PROPOSAL OF APPLICATION SOFTWARE, INC DBA ASIFLEX FOR FLEXIBLE BENEFITS PLAN ADMINISTRATION SERVICES, BEGINNING JANUARY 1, 2016, THROUGH DECEMBER 31, 2018, WITH THE OPTION TO RENEW FOR THREE (3)**

**HAMILTON COUNTY COMMISSION  
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**ADDITIONAL ONE (1) YEAR PERIODS, FOR THE HUMAN RESOURCES  
DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY  
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1115-6. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 1115-15 A RESOLUTION RE-DESIGNATING RANDALL L.  
RUSSELL AS CHIEF JUDICIAL COMMISSIONER FOR A TERM BEGINNING  
NOVEMBER 1, 2015, AND ENDING APRIL 30, 2016, AND ESTABLISHING THE  
COMPENSATION TO BE RECEIVED.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 1115-15.

**HAMILTON COUNTY COMMISSION  
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NOVEMBER 4, 2015**

Several Commissioners questioned the proper process for appointing Chief Judicial Commissioner. Attorney Taylor responded and clarified that the selection of the Chief Judicial Commissioner was to be by nomination from any Commissioner.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Fields, to amend Resolution No. 1115-15 to replace the name of Randy L. Russell's with a blank line and open the floor for nominations for Chief Judicial Commissioner.

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

Chairman Bankston asked for nominations.

Commissioner Graham nominated Randall L. Russell for Chief Judicial Commissioner. There were no further nominations. Clerk Knowles was asked to call the roll on the nomination.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
NOVEMBER 4, 2015**

County Clerk Knowles called the roll, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Randall L. Russell", Commissioner Boyd, "Randall L. Russell", Commissioner Fairbanks, "Randall L. Russell", Commissioner Fields, "Randall L. Russell", Commissioner Graham, "Randall L. Russell", Commissioner Haynes, "Randall L. Russell", Commissioner Mackey, "Randall L. Russell", Commissioner Smedley, "Randall L. Russell", and Chairman Bankston, "Randall L. Russell". Total present – 9. Total absent – 0. Total "Randall L. Russell" votes – 9.

Clerk Knowles was asked to call the roll on the Resolution with the name of Randall L. Russell in the blank.

The foregoing Resolution 1115-15 as amended was unanimously adopted on a Roll Call vote with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Bankston, "Aye."

Chairman Bankston noted for the record that although the outcome was the same as the original resolution, the Commission had followed previously established

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
NOVEMBER 4, 2015**

protocol in accepting nominations to fill the position prior to approval of the resolution making the appointment.

Chairman Bankston asked that Resolution Nos. 1115-7 through 1115-9 and 1115-11 be considered together at this time. He noted Resolution No. 1115-10 was not used.

**RESOLUTION NO. 1115-7 A RESOLUTION ACCEPTING THE BID OF CHRYSLER DODGE JEEP RAM OF COLUMBIA FOR ONE (1) SPECIAL SERVICE TRUCK AMOUNTING TO \$27,415.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1115-8 A RESOLUTION ACCEPTING THE BID OF ASC CONSTRUCTION EQUIPMENT USA, INC. FOR ONE (1) RUBBER TIRE WHEEL LOADER AND MULTIPLE ATTACHMENTS AMOUNTING TO \$119,980.00 FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1115-9 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF SEPTEMBER 1, 2015,**

**HAMILTON COUNTY COMMISSION  
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**THROUGH SEPTEMBER 30, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1115-10 WAS NOT USED.**

**RESOLUTION NO. 1115-11 A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) LIFEPAK 15 CARDIAC MONITOR/DEFIBRILLATORS AND SUPPLIES AMOUNTING TO \$147,657.88 FROM PHYSIO CONTROL, INC. FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Boyd provided details regarding Resolution Nos. 1115-7 through 1115-9 and 1115-11, and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Fairbanks, to adopt Resolution Nos. 1115-7 through 1115-9 and 1115-11. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye",

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

**RESOLUTION NO. 1115-12 A RESOLUTION ACCEPTING THE BIDS OF CHATTANOOGA PAPER AND PACKAGING, KELSAN, INC., CHATTANOOGA NOLAND COMPANY AND ROLL-AID INDUSTRIAL SUPPLY FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2015, THROUGH NOVEMBER 6, 2016, FOR MAINTENANCE SUPPLIES FOR THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1115-13 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ENTER INTO AND EXECUTE A CONTINUATION SUBCONTRACT IN THE AMOUNT OF \$156,000.00 WITH SOUTHSIDE/DODSON AVENUE COMMUNITY HEALTH CENTERS FOR THE PROVISION OF WOMEN, INFANTS AND CHILDREN (WIC) SERVICES FOR A 24 MONTH PERIOD TO INCLUDE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2017.**

**HAMILTON COUNTY COMMISSION  
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**RESOLUTION NO. 1115-14 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND THE HAMILTON COUNTY COALITION FOR SERVICES TO PREVENT THE INITIATION OF TOBACCO PRODUCT USE AND ELECTRONIC NICOTINE DELIVERY SYSTEM (ENDS) USE AMONG YOUTH USING ALREADY BUDGETED FUNDS FROM THE STATE DEPARTMENT OF HEALTH'S TOBACCO SETTLEMENT GRANT IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR THE PERIOD ENDING DECEMBER 31, 2016.**

Commissioner Boyd provided details regarding Resolution Nos. 1115-12 through 1115-14 and stated that the Finance Committee reviewed and recommended approval

Commissioner Graham stated for the record that Roll-Aid Industrial Supply, one of the companies listed on Resolution No. 1115-12, is a customer of his print shop.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Smedley, to adopt Resolution Nos. Resolution Nos. 1115-12 through 1115-14. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck,

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
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“Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Haynes thanked everyone for the get well wishes regarding his mother's health.

Commissioner Mackey thanked the 130 men that took the time to visit Orchard Knob Middle School this morning in order to provide positive role models and influence for students.

Commissioner Graham invited everyone to attend a Salute to Veterans Program Thursday, November 5<sup>th</sup> at 7 pm. The Lookout Valley Neighborhood Association will host the event at John A. Patten Center, 3202 Kelly's Ferry Road. He also encouraged everyone to attend the National Veterans Day ceremony held at the Chattanooga National Cemetery Wednesday, November 11<sup>th</sup> at 11 a.m.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
NOVEMBER 4, 2015**

Commissioner Boyd read a letter addressed to the Urban League Board aloud. The letter thanked the board for their very informative quarterly report. A copy of this letter was given to each Commissioner, the Mayor, and the Clerk's office.

Commissioner Fairbanks invited veterans to attend the annual Free Dinner for Veterans taking place Wednesday, November 11<sup>th</sup> from 11:30 to 2 p.m. at First Baptist Church Soddy Daisy, 10185 Dayton Pike. He thanked veterans for their service and looks forward to volunteering at the event.

Commissioner Smedley encouraged everyone to attend several events taking place in the next week. School board members and their spouses, and the commission and their spouses will be attending a joint dinner event hosted by TechTown at 325 Market Street on Monday, November 16<sup>th</sup> at 6 p.m. She reported an Education Committee meeting will take place Wednesday, November 11<sup>th</sup> at 8:30 a.m. Also on Wednesday, November 11<sup>th</sup> at 3 p.m. the Collegedale Veterans Park will unveil a sculpture statue dedicated to the five service men that lost their lives during the July 16<sup>th</sup> shootings. Additionally, Commissioner Smedley reported that a Community Forum Meeting will take place Thursday, November 12<sup>th</sup>, 6:30 to 8:30 p.m., Hawkinsville Missionary Baptist Church, 7463 Pinewood Drive. She would be joined by City Councilman Larry Grohn for that meeting.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
NOVEMBER 4, 2015**

Commissioner Bankston congratulated the Ooltewah High School Football team on their recent regional victory and wished them the best during playoffs.

**DELEGATIONS**

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

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, November 11, 2015 at 9:30 AM.

Respectfully submitted:



---

William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

WFK  
Clerk's Initials

							CALL - Called Investment	
							CD - Certificate of Deposit	
							FHLB - Federal Home Loan Bank	
							FHLMC-Federal Home Loan Mortgage Corp.	
							GFB-Government Funds Savings	
							INT- Interest	
							INV - Invested	
							LGIP - Local Government Investment Pool	
							MAT - Matured	
							WITH - Withdrawal	
								U.S. TREAS.,
<b>DATE</b>	<b>FUND</b>	<b>ACTION</b>	<b>MATURITY</b>	<b>INSTRU- MENT</b>	<b>INTEREST</b>	<b>RATE</b>	<b>FIRST TENNESSEE</b>	<b>AGENCY SECUR. AND CD's</b>
	<b>BALANCE</b>						<b>163,270,481</b>	<b>80,000,000</b>
7/2/2014	Investment Pool	INV		GFB			14,000,000	
7/10/2015	Investment Pool	WITH		GFB			(10,000,000)	
7/13/2015	Investment Pool	WITH		GFB			(10,000,000)	
7/14/2015	Investment Pool	WITH		GFB			(20,000,000)	
	Investment Pool	INV	7/14/2017	FHLMC		0.90		5,000,000
	Investment Pool	INV	7/14/2017	FHLMC		0.90		5,000,000
7/31/2015	Investment Pool	INT		GFB	17,903.04		17,903	
	2010A Recovery Zone Bonds	INT		GFB	517.89		518	
	Revolving Credit Account #2	INT		GFB	1,338.77		1,339	
	2015A Bond Issue	INT		GFB	6,052.80		6,053	
	Teachers Retirement	INT		GFB	0.18		0.18	
8/7/2015	Investment Pool	WITH		GFB			(20,000,000)	
8/10/2015	Investment Pool	INV	8/10/2017	FHLMC		0.90		5,000,000
	Investment Pool	INV	8/10/2017	FHLMC		0.90		5,000,000
8/12/2015	Investment Pool	WITH		GFB			(15,000,000)	
8/13/2015	Investment Pool	CALL	2/13/2017	FHLMC	18,750.00	0.75		(5,000,000)
8/14/2015	Investment Pool	INV		GFB			5,000,000	
8/20/2015	Investment Pool	INV		GFB			10,000,000	

							CALL - Called Investment	
							CD - Certificate of Deposit	
							FHLB - Federal Home Loan Bank	
							FHLMC-Federal Home Loan Mortgage Corp.	
							GFB-Government Funds Savings	
							INT- Interest	
							INV - Invested	
							LGIP - Local Government Investment Pool	
							MAT - Matured	
							WITH - Withdrawal	
								U.S. TREAS.,
<b>DATE</b>	<b>FUND</b>	<b>ACTION</b>	<b>MATURITY</b>	<b>INSTRU- MENT</b>	<b>INTEREST</b>	<b>RATE</b>	<b>FIRST TENNESSEE</b>	<b>AGENCY SECUR. AND CD's</b>
	Investment Pool	INT		FHLMC	17,500.00	0.70		
8/24/2015	Investment Pool	WITH		GFB			(10,000,000)	
8/25/2015	Investment Pool	INV	8/25/2017	FHLMC		1.00		10,000,000
8/28/2015	Investment Pool	INT		FHLMC	20,000.00	0.80		
8/31/2015	Investment Pool	WITH		GFB			(8,000,000)	
	Investment Pool	MAT		CD	72.00	0.48	(15,000)	
	Investment Pool	INV	8/31/2016	CD		0.68	15,000	
	Investment Pool	INT		GFB	11,692.38		11,692	
	2010A Recovery Zone Bonds	INT		GFB	517.98		518	
	Revolving Credit Account #2	INT		GFB	1,339.00		1,339	
	2015A Bond Issue	INT		GFB	6,053.82		6,054	
	Teachers Retirement	INT		GFB	0.18		0.18	
9/8/2015	Investment Pool	WITH		GFB			(5,000,000)	
	Investment Pool	INV	9/8/2017	FHLMC		1.00		5,000,000
9/10/2015	Investment Pool	WITH		GFB			(8,000,000)	
9/29/2015	Investment Pool	CALL	6/29/2017	FHLMC	11,875.00	0.95		(5,000,000)
	Investment Pool	CALL	6/29/2017	FHLMC	12,500.00	1.00		(5,000,000)
9/30/2015	Investment Pool	CALL	6/30/2017	FHLMC	10,937.50	0.875		(5,000,000)
	Investment Pool	CALL	6/30/2017	FHLB	11,625.00	0.93		(5,000,000)
	Investment Pool	INT		GFB	8,749.45		8,749	



Interest Earnings to 9/30/15

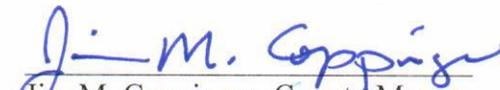
Stormwater	464.71
County General	89,234.51
Debt Service	1,821.98
OPEB Trust	69,608.60
Employees Retirement	7.50
Teachers Retirement	0.53
Law Library	166.14
Economic Crimes	112.67
Gen. Govt. Bond Projects	(212.99)
Capital Projects	10,692.02
Industrial Development	16,989.32
Riverwalk	(474.45)
Recreation Capital Projects	(20.10)
Self Insurance	12,346.73
Liability Insurance	15,811.03
Hotel Motel	202.25
Juvenile Court Clerk	655.65
2010A Recovery Zone Bonds	1,538.64
2010B Taxable Bonds	437.21
School Capital Projects	(1,602.38)
Criminal Court	273.31
Line of Credit #2	3,998.18
2015A Bond Fund	16,404.51
Sheriff	1,186.90
Drug Enforcement	828.86
TN State Sexual Offenders	33.90
Sheriff's Special Projects	6.81
School	95,916.60
Investment Pool	-
TOTAL	<u><u>336,428.64</u></u>

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): November 9, 2015.

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

This the 2nd day of November, 2015.

  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 2nd day of November, 2015 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 2nd day of November, 2015.

  
  
Notary Public  
*My Commission Expires: 5/17/17*



**HAMILTON COUNTY**

***Office Of The County Clerk***

**ROOM 201 COURTHOUSE, CHATTANOOGA, TENNESSEE 37402**

WILLIAM F. (BILL) KNOWLES

**County Clerk**

**MEMO**

**TO:** Members, Hamilton County Commission

**FROM:** Bill Knowles *Bill*

**DATE:** November 4, 2015

In accordance with TCA §5-8-505, I am attaching a detailed and unaudited financial reports for fiscal year ending June 30, 2015 for the following constitutional officers:

Circuit Court Clerk  
Clerk and Master  
County Clerk  
Register

The County's external auditors, Maulden & Jenkins, LLC, will complete audited copies of these statements at a later date. According to County Auditor Bill McGriff, no significant adjustments to the reports are expected.

WFK/dkr

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

JIM M. COPPINGER  
COUNTY MAYOR

COMMISSIONERS  
CHESTER BANKSTON  
GREGORY BECK  
TIM BOYD

RANDY FAIRBANKS  
JAMES A. (JIM) FIELDS  
JOSEPH (JOE) GRAHAM  
MARTY HAYNES  
WARREN MACKEY  
SABRENA TURNER-SMEDLEY



BILL W. McGRUFF, CPA  
COUNTY AUDITOR

JENNETH RANDALL, CPA  
AUDIT MANAGER

AUDIT STAFF  
CHERRY CANNELLA, CPA  
NORMAN D. HATFIELD  
HARRY D. MANSFIELD, CGFM  
CHRIS MCCOLLOUGH  
DENISE C. MILES, CPA

**HAMILTON COUNTY, TENNESSEE**  
**OFFICE OF THE COUNTY AUDITOR**

**MEMORANDUM**

**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Bill McGriff

**DATE:** October 30, 2015

**SUBJECT:** 2014 Fiscal Year Financial Reports

The attached reports detail the unaudited financial results for fiscal year 2015 for the following Constitutional Offices:

Circuit Court Clerk  
Clerk and Master  
County Clerk  
Register

These reports were prepared in compliance with T.C.A., Section 5-8-505, which requires all elective County public officials, having in their charge and custody public funds, to file with the County Mayor and County Commission an annual financial report for each fiscal year ending June 30.

The audit of the financial statements for these offices should be completed shortly by the County's external auditors, Mauldin & Jenkins, LLC, and we do not expect any significant adjustments to the attached reports.

If you have any questions regarding these reports, feel free to call me or Jenneth Randall, Audit Manager, at 209-6200.

BM/jt

A handwritten signature in black ink that reads "Bill".

FYFINR/1



## LARRY L. HENRY

CIRCUIT COURT CLERK

ELEVENTH JUDICIAL DISTRICT - HAMILTON COUNTY

500 COURTHOUSE - 625 GEORGIA AVENUE

CHATTANOOGA, TENNESSEE 37402-1497

423-209-6700

FAX 423-209-6701

J. B. BENNETT  
JUDGE DIVISION 1

W. JEFFREY HOLLINGSWORTH  
JUDGE DIVISION 2

L. MARIE WILLIAMS  
JUDGE DIVISION 3

W. NEIL THOMAS, III  
JUDGE DIVISION 4

SUSAN SISSOM  
CHIEF DEPUTY CLERK

### MEMORANDUM

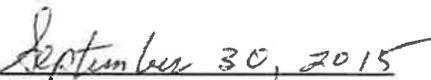
**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Larry Henry  
Circuit Court Clerk

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2015.

  
\_\_\_\_\_  
Larry Henry  
Circuit Court Clerk

  
\_\_\_\_\_  
Date

CIRCUIT COURT CLERK - LARRY L. HENRY (Beginning September 1, 2014)  
 CIRCUIT COURT CLERK - PAULA T. THOMPSON (Through August 31, 2014)  
 A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE

BALANCE SHEET  
 June 30, 2015  
 (With comparative totals for 2014)

UNAUDITED

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2015	2014
<b>ASSETS</b>				
Cash and cash equivalents	\$ 236,844	\$ 4,499,397	\$ 4,736,241	\$ 1,588,107
Savings accounts and investments made on behalf of litigants and beneficiaries	-	2,907,835	2,907,835	2,565,174
Due from Hamilton County	41,474	-	41,474	-
Due from others	800	-	800	5,759
<b>TOTAL ASSETS</b>	<b><u>\$ 279,118</u></b>	<b><u>\$ 7,407,232</u></b>	<b><u>\$ 7,686,350</u></b>	<b><u>\$ 4,159,040</u></b>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Undistributed funds held for litigants and beneficiaries	\$ -	\$ 7,231,411	\$ 7,231,411	\$ 3,652,589
Due to State of Tennessee	-	28,797	28,797	26,062
Due to Hamilton County	250,000	92,140	342,140	84,553
Due to others	-	54,884	54,884	54,617
Accrued and other liabilities	14,784	-	14,784	7,622
<b>Total liabilities</b>	<b><u>264,784</u></b>	<b><u>7,407,232</u></b>	<b><u>7,672,016</u></b>	<b><u>3,825,443</u></b>
<b>Fund Balance</b>				
Unassigned	<u>14,334</u>	<u>-</u>	<u>14,334</u>	<u>333,597</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b><u>\$ 279,118</u></b>	<b><u>\$ 7,407,232</u></b>	<b><u>\$ 7,686,350</u></b>	<b><u>\$ 4,159,040</u></b>

The Notes to Financial Statements are an integral part of this statement.

**CIRCUIT COURT CLERK - LARRY L. HENRY (Beginning September 1, 2014)**  
**CIRCUIT COURT CLERK - PAULA T. THOMPSON (Through August 31, 2014)**

**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**

**STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE OF ALL GOVERNMENTAL FUNDS**

Year Ended June 30, 2015  
(With comparative totals for 2014)

**UNAUDITED**

	2015	2014
<b>REVENUES</b>		
Fees and commissions (other than Data Processing)		
Circuit Division	\$ 781,775	\$ 834,940
General Sessions - Civil Division	1,058,231	1,000,990
Data processing fees		
Circuit Division	59,108	65,792
General Sessions - Civil Division	50,282	55,882
State grant	34,588	34,085
Interest	5,778	1,514
Total revenues	1,989,762	1,993,203
<b>EXPENDITURES</b>		
Circuit Court Clerk's salary	110,432	106,424
Other salaries		
Circuit Division	1,091,690	1,138,381
General Sessions - Civil Division	765,206	749,586
Miscellaneous	12,107	9,559
Total expenditures	1,979,435	2,003,950
Revenues over (under) expenditures	10,327	(10,747)
<b>OTHER FINANCING SOURCES (USES)</b>		
Excess fees paid to Hamilton County	(329,590)	-
Total other financing sources (uses)	(329,590)	-
Net change in Fund Balance	(319,263)	(10,747)
Fund Balance at Beginning of Year	333,597	344,344
Fund Balance at End of Year	\$ 14,334	\$ 333,597

The Notes to Financial Statements are an integral part of this statement.

CIRCUIT COURT CLERK - LARRY L. HENRY (Beginning September 1, 2014)  
 CIRCUIT COURT CLERK - PAULA T. THOMPSON (Through August 31, 2014)

A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE  
 STATEMENT OF CHANGES IN ASSETS AND LIABILITIES OF ALL AGENCY FUNDS  
 Year Ended June 30, 2015

UNAUDITED				
	Balance at July 1, 2014	Additions	Deductions	Balance at June 30, 2015
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 1,252,647	\$ 14,563,606	\$ 11,316,856	\$ 4,499,397
Savings accounts and investments made on behalf of litigants and beneficiaries	2,565,174	799,396	456,735	2,907,835
<b>TOTAL ASSETS</b>	<b>\$ 3,817,821</b>	<b>\$ 15,363,002</b>	<b>\$ 11,773,591</b>	<b>\$ 7,407,232</b>
<b>LIABILITIES:</b>				
<b>County Funds:</b>				
<b>Circuit Division:</b>				
Litigation taxes	\$ 6,083	\$ 78,370	\$ 78,852	\$ 5,601
Litigation taxes - special purposes	3,429	42,453	42,743	3,139
Law library taxes	265	3,433	3,454	244
Sheriff costs	3,658	44,313	44,905	3,066
<b>General Sessions - Civil Division:</b>				
Litigation taxes	35,313	439,985	432,838	42,460
Litigation taxes - special purposes	10,182	126,630	124,593	12,219
Law library taxes	506	6,286	6,183	609
Sheriff costs	25,117	295,858	296,173	24,802
<b>Totals - County Funds</b>	<b>84,553</b>	<b>1,037,328</b>	<b>1,029,741</b>	<b>92,140</b>
<b>State Funds:</b>				
<b>Circuit Division:</b>				
State litigation taxes	6,467	82,217	82,831	5,853
Other	1,695	4,852	5,128	1,419
<b>General Sessions - Civil Division:</b>				
State litigation taxes	17,900	223,135	219,510	21,525
<b>Totals - State Funds</b>	<b>26,062</b>	<b>310,204</b>	<b>307,469</b>	<b>28,797</b>
<b>Funds Held for Others:</b>				
<b>Circuit Division:</b>				
Judgments for litigants and beneficiaries	3,276,589	9,393,816	5,820,110	6,850,295
Child support and alimony	-	19,686	19,686	-
Miscellaneous	3,882	71,205	71,866	3,221
<b>General Sessions - Civil Division:</b>				
Judgments for litigants and beneficiaries	376,000	4,072,361	4,067,245	381,116
Miscellaneous	50,735	458,402	457,474	51,663
<b>Totals - Funds Held for Others</b>	<b>3,707,206</b>	<b>14,015,470</b>	<b>10,436,381</b>	<b>7,286,295</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 3,817,821</b>	<b>\$ 15,363,002</b>	<b>\$ 11,773,591</b>	<b>\$ 7,407,232</b>

The Notes to Financial Statements are an integral part of this statement.



## ROBIN L. MILLER, CLERK & MASTER

CHANCERY COURT OF TENNESSEE

ELEVENTH JUDICIAL DISTRICT - HAMILTON COUNTY

300 COURTHOUSE - 625 GEORGIA AVENUE

CHATTANOOGA, TENNESSEE 37402

TELEPHONE (423) 209-6600

FAX (423) 209-6601

HON. PAMELA A. FLEENOR  
CHANCELLOR PART 1

HON. JEFFREY M. ATHERTON  
CHANCELLOR PART 2

ANTTA ROSS  
CHIEF DEPUTY

LISA SMITH  
CHIEF GUARDIANSHIP DEPUTY

CHARLENE SIMMONS  
CHIEF EQUITY DEPUTY

ANNE FRICKER  
CHIEF PROBATE DEPUTY

CAMBY AKERS  
CHIEF TAX DEPUTY

LIMATEEN SMITH  
CHIEF FINANCIAL DEPUTY

### MEMORANDUM

**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Robin L. Miller  
Clerk and Master

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2015.

Robin L. Miller  
Clerk and Master

Date

CLERK & MASTER - ROBIN MILLER (Beginning September 9, 2014)

CLERK & MASTER - S. LEE AKERS (Through September 8, 2014)

A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE

BALANCE SHEET

June 30, 2015

(With comparative totals for 2014)

UNAUDITED

	Governmental	Fiduciary	Totals	
	Fund Type	Fund Type	2015	2014
	General Fund	Agency Funds		
<b>ASSETS</b>				
Cash and cash equivalents	\$ 1,198,355	\$ 3,928,864	\$ 5,127,219	\$ 3,763,225
Savings accounts and investments made on behalf of litigants and beneficiaries	-	3,872,652	3,872,652	5,381,272
<b>TOTAL ASSETS</b>	<b>\$ 1,198,355</b>	<b>\$ 7,801,516</b>	<b>\$ 8,999,871</b>	<b>\$ 9,144,497</b>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Undistributed funds held for litigants and beneficiaries	\$ -	\$ 4,570,339	\$ 4,570,339	\$ 5,616,561
Due to Hamilton County	423,000	949,091	1,372,091	759,592
Due to municipalities	-	537,157	537,157	365,538
Due to back tax attorneys	-	102,126	102,126	78,611
Due to others	-	1,642,803	1,642,803	1,331,062
Accrued and other liabilities	10,825	-	10,825	4,962
<b>Total liabilities</b>	<b>433,825</b>	<b>7,801,516</b>	<b>8,235,341</b>	<b>8,156,326</b>
<b>Fund Balance</b>				
Restricted for computer-related purchases	1,455	-	1,455	1,455
Unassigned	763,075	-	763,075	986,716
<b>Total fund balance</b>	<b>764,530</b>	<b>-</b>	<b>764,530</b>	<b>988,171</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 1,198,355</b>	<b>\$ 7,801,516</b>	<b>\$ 8,999,871</b>	<b>\$ 9,144,497</b>

The Notes to Financial Statements are an integral part of this statement.

**CLERK & MASTER - ROBIN MILLER (Beginning September 9, 2014)**  
**CLERK & MASTER - S. LEE AKERS (Through September 8, 2014)**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE FOR ALL GOVERNMENTAL FUNDS**  
**Year Ended June 30, 2015**  
**(With comparative totals for 2014)**

UNAUDITED

	<u>2015</u>	<u>2014</u>
<b>REVENUES</b>		
Chancery Court division	\$ 233,949	\$ 262,503
Delinquent tax division	1,820,258	1,722,316
Probate division	347,702	306,147
Interest	4,122	4,431
Total revenues	<u>2,406,031</u>	<u>2,295,397</u>
<b>EXPENDITURES</b>		
Clerk & Master's salary	110,010	106,424
Commissions paid to Clerk & Master	-	5,000
Other salaries and wages	1,324,691	1,335,472
Office equipment, maintenance and rentals	5,826	43,490
Contract Labor	-	11,520
Credit card processing fees	20,013	36,038
Miscellaneous	54,478	39,089
Total expenditures	<u>1,515,018</u>	<u>1,577,033</u>
Revenues over expenditures	891,013	718,364
<b>OTHER FINANCING USES</b>		
Excess fees remitted to Hamilton County	<u>1,114,654</u>	<u>784,411</u>
Net change in Fund Balance	(223,641)	(66,047)
Fund Balance at Beginning of Year	<u>988,171</u>	<u>1,054,218</u>
Fund Balance at End of Year	<u>\$ 764,530</u>	<u>\$ 988,171</u>

The Notes to Financial Statements are an integral part of this statement.

CLERK & MASTER - ROBIN MILLER (Beginning September 9, 2014)  
 CLERK & MASTER - S. LEE AKERS (Through September 8, 2014)  
 A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE  
 STATEMENT OF CHANGES IN ASSETS AND  
 LIABILITIES OF ALL AGENCY FUNDS  
 Year Ended June 30, 2015

UNAUDITED

	Balance at July 1, 2014	Additions	Deductions	Balance at June 30, 2015
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 2,770,092	\$ 14,895,016	\$ 13,736,244	\$ 3,928,864
Savings accounts and investments made on behalf of litigants and beneficiaries	5,381,272	841,260	2,349,880	3,872,652
<b>TOTAL ASSETS</b>	<b>\$ 8,151,364</b>	<b>\$ 15,736,276</b>	<b>\$ 16,086,124</b>	<b>\$ 7,801,516</b>
<b>LIABILITIES:</b>				
<b>County Funds</b>				
Delinquent property taxes, penalties and interest	\$ 759,592	\$ 6,927,602	\$ 6,738,123	\$ 949,071
Litigation taxes - general	-	40,385	40,385	-
Litigation taxes - specific purpose	-	18,346	18,346	-
Law library	-	1,773	1,773	-
Sheriff costs	-	1,964	1,944	20
<b>Totals - County Funds</b>	<b>759,592</b>	<b>6,990,070</b>	<b>6,800,571</b>	<b>949,091</b>
<b>State Funds</b>				
Litigation taxes	-	42,249	42,249	-
<b>Funds Held For Others</b>				
Funds collected on behalf of litigants and beneficiaries	5,616,561	1,439,750	2,485,972	4,570,339
Delinquent property taxes, penalties and interest for municipalities	365,538	3,841,394	3,669,775	537,157
Attorneys' fees	78,611	763,656	740,141	102,126
Back tax sales	1,249,636	1,964,490	1,664,244	1,549,882
Other	81,426	694,667	683,172	92,921
<b>Totals - Funds Held For Others</b>	<b>7,391,772</b>	<b>8,703,957</b>	<b>9,243,304</b>	<b>6,852,425</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 8,151,364</b>	<b>\$ 15,736,276</b>	<b>\$ 16,086,124</b>	<b>\$ 7,801,516</b>

The Notes to Financial Statements are an integral part of this statement.



HAMILTON COUNTY

# Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES  
County Clerk

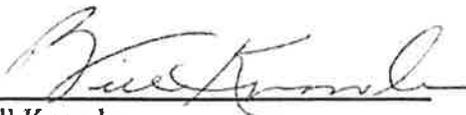
## MEMORANDUM

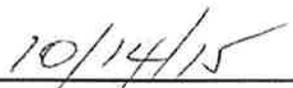
**TO:** County Mayor Jim Coppinger

**FROM:** Bill Knowles  
County Clerk

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2015.

  
\_\_\_\_\_  
Bill Knowles  
County Clerk

  
\_\_\_\_\_  
Date

**COUNTY CLERK - WILLIAM F. KNOWLES**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**

**BALANCE SHEET**  
**June 30, 2015**  
**(With comparative totals for 2014)**

**UNAUDITED**

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2015	2014
<b>ASSETS</b>				
Cash and cash equivalents	\$ 857,242	\$ 2,795,565	\$ 3,652,807	\$ 2,936,989
Accounts receivable	20,286	207	20,493	20,075
Prepaid asset	4,137	-	4,137	-
<b>TOTAL ASSETS</b>	<u>\$ 881,665</u>	<u>\$ 2,795,772</u>	<u>\$ 3,677,437</u>	<u>\$ 2,957,064</u>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Due to Hamilton County	\$ -	\$ 97,553	\$ 97,553	\$ 98,601
Due to State of Tennessee	-	2,435,593	2,435,593	1,977,445
Due to City of Chattanooga	-	41,760	41,760	34,930
Due to others	-	220,866	220,866	115,571
Accrued and other liabilities	119,163	-	119,163	102,973
<b>Total liabilities</b>	<u>119,163</u>	<u>2,795,772</u>	<u>2,914,935</u>	<u>2,329,520</u>
<b>Fund Balance</b>				
Restricted for organ donor program	1,248	-	1,248	1,248
Restricted for computer-related purchases	15,711	-	15,711	51,050
Unassigned	745,543	-	745,543	575,246
<b>Total fund balance</b>	<u>762,502</u>	<u>-</u>	<u>762,502</u>	<u>627,544</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 881,665</u>	<u>\$ 2,795,772</u>	<u>\$ 3,677,437</u>	<u>\$ 2,957,064</u>

The Notes to Financial Statements are an integral part of this statement.

**COUNTY CLERK - WILLIAM F. KNOWLES**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE OF ALL GOVERNMENTAL FUNDS**  
**Year Ended June 30, 2015**  
**(With comparative totals for 2014)**

**UNAUDITED**

	2015	2014
<b>REVENUES</b>		
Motor vehicle fees	\$ 3,036,012	\$ 3,343,274
Business license fees	639,128	708,052
Motor vehicle online renewal fees	66,109	62,015
Marriage license fees	41,041	41,697
Boat registration fees	36,831	39,076
Notary fees	35,431	35,048
Computer fees	92,000	132,035
Miscellaneous	39,182	29,499
Interest	4,030	3,427
Total revenues	3,989,764	4,394,123
<b>EXPENDITURES</b>		
County Clerk's salary	110,010	106,424
Other salaries	2,508,574	2,388,806
Contracted wages - temporary services	23,208	39,367
Computer equipment and supplies	127,339	81,814
Miscellaneous	104,975	50,476
Total expenditures	2,874,106	2,666,887
Revenues over expenditures	1,115,658	1,727,236
<b>OTHER FINANCING USES</b>		
Excess fees remitted to Hamilton County	980,700	1,790,740
Net change in Fund Balance	134,958	(63,504)
Fund Balance at Beginning of Year	627,544	691,048
Fund Balance at End of Year	\$ 762,502	\$ 627,544

The Notes to Financial Statements are an integral part of this statement.

**COUNTY CLERK - WILLIAM F. KNOWLES**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF CHANGES IN ASSETS AND**  
**LIABILITIES OF ALL AGENCY FUNDS**  
**Year Ended June 30, 2015**

**UNAUDITED**

	Balance at July 1, 2014	Additions	Deductions	Balance at June 30, 2015
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 2,224,332	\$ 25,841,340	\$ 25,270,107	\$ 2,795,565
Accounts receivable	2,215	7,015	9,023	207
<b>TOTAL ASSETS</b>	<b><u>\$ 2,226,547</u></b>	<b><u>\$ 25,848,355</u></b>	<b><u>\$ 25,279,130</u></b>	<b><u>\$ 2,795,772</u></b>
<b>LIABILITIES:</b>				
<b>County Funds</b>				
Business tax	\$ 1,231	\$ 12,633	\$ 12,727	\$ 1,137
Beer tax	94,747	961,507	962,227	94,027
Marriage licenses	2,251	22,525	22,449	2,327
Special motor vehicle tags	372	2,294	2,604	62
<b>Totals - County Funds</b>	<b><u>98,601</u></b>	<b><u>998,959</u></b>	<b><u>1,000,007</u></b>	<b><u>97,553</u></b>
<b>State Funds</b>				
Motor vehicle registration	1,084,060	12,444,004	12,362,796	1,165,268
Sales and use tax	881,525	11,300,958	10,925,935	1,256,548
Business tax	-	30	30	-
Notary commissions	847	6,935	7,205	577
Marriage privilege tax	10,697	122,527	120,253	12,971
Other	316	5,954	6,041	229
<b>Totals - State Funds</b>	<b><u>1,977,445</u></b>	<b><u>23,880,408</u></b>	<b><u>23,422,260</u></b>	<b><u>2,435,593</u></b>
<b>Funds Held For Others</b>				
City of Chattanooga - Motor vehicle renewals	34,930	466,655	459,825	41,760
Contractor - tenant escrow	115,571	34,159	4,940	144,790
Dealer Escrow	-	293,651	217,575	76,076
Refunds	-	174,523	174,523	-
<b>Totals - Funds Held For Others</b>	<b><u>150,501</u></b>	<b><u>968,988</u></b>	<b><u>856,863</u></b>	<b><u>262,626</u></b>
<b>TOTAL LIABILITIES</b>	<b><u>\$ 2,226,547</u></b>	<b><u>\$ 25,848,355</u></b>	<b><u>\$ 25,279,130</u></b>	<b><u>\$ 2,795,772</u></b>

The Notes to Financial Statements are an integral part of this statement.



TELEPHONE  
423/209-6560  
FAX:  
423/209-6561  
EMAIL:  
register@mail.hamiltontn.gov  
WEBSITE:  
<http://www.hamiltontn.gov/register/>

## *Hamilton County Register*

PAM HURST, REGISTER  
625 GEORGIA AVENUE  
ROOM 400, HAMILTON COUNTY COURTHOUSE  
CHATTANOOGA, TENNESSEE 37402

### MEMORANDUM

**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Pam Hurst  
Register

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2015.

A handwritten signature in cursive script that reads "Pam Hurst".

Pam Hurst  
Register

10/29/2015

Date

**REGISTER - PAMELA HURST**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**BALANCE SHEET**  
**June 30, 2015**  
**(With comparative totals for 2014)**

**UNAUDITED**

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2015	2014
<b>ASSETS</b>				
Cash and cash equivalents	\$ 349,623	\$ 1,138,905	\$ 1,488,528	\$ 1,057,905
Accounts receivable	-	1,535	1,535	1,761
<b>TOTAL ASSETS</b>	<b>\$ 349,623</b>	<b>\$ 1,140,440</b>	<b>\$ 1,490,063</b>	<b>\$ 1,059,666</b>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Due to State of Tennessee	\$ -	\$ 1,140,440	\$ 1,140,440	\$ 785,737
Accrued liabilities	15,078	-	15,078	12,625
<b>Total liabilities</b>	<b>15,078</b>	<b>1,140,440</b>	<b>1,155,518</b>	<b>798,362</b>
<b>Fund Balance</b>				
Unassigned	334,545	-	334,545	261,304
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 349,623</b>	<b>\$ 1,140,440</b>	<b>\$ 1,490,063</b>	<b>\$ 1,059,666</b>

The Notes to Financial Statements are an integral part of this statement.

**REGISTER - PAMELA HURST**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE OF ALL GOVERNMENTAL FUNDS**  
**Year ended June 30, 2015**  
**(With comparative totals for 2014)**

**UNAUDITED**

	2015	2014
<b>REVENUES</b>		
Commissions	\$ 256,845	\$ 218,415
Recording fees - deeds	178,695	168,170
Recording fees - mortgages	813,980	778,463
Recording fees - other	370,076	402,937
Probate fees	21,442	20,239
Data processing fees	108,594	112,692
Remote access fees	161,000	158,350
Certified copies and releases	11,739	10,982
Interest	2,537	2,277
Miscellaneous	34,973	24,668
Total revenues	1,959,881	1,897,193
<b>EXPENDITURES</b>		
Register's salary	110,010	106,424
Other salaries	637,492	604,510
Attorney fees	-	10,923
Reimbursement to GIS for document recording	2,755	2,598
Miscellaneous	10,654	11,866
Total expenditures	760,911	736,321
Revenues over expenditures	1,198,970	1,160,872
<b>OTHER FINANCING USES</b>		
Excess fees remitted to Hamilton County	1,018,345	1,136,234
Excess data entry fees remitted to Hamilton County	107,384	113,348
Total other financing uses	1,125,729	1,249,582
Net change in Fund Balance	73,241	(88,710)
Fund Balance at Beginning of Year	261,304	350,014
Fund Balance at End of Year	\$ 334,545	\$ 261,304

The Notes to Financial Statements are an integral part of this statement.

**REGISTER - PAMELA HURST**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF CHANGES IN ASSETS AND**  
**LIABILITIES OF ALL AGENCY FUNDS**  
**Year Ended June 30, 2015**

**UNAUDITED**

	<u>Balance at July 1, 2014</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance at June 30, 2015</u>
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 783,976	\$ 10,659,720	\$ 10,304,791	\$ 1,138,905
Accounts receivable	1,761	42,147	42,373	1,535
<b>TOTAL ASSETS</b>	<b><u>\$ 785,737</u></b>	<b><u>\$ 10,701,867</u></b>	<b><u>\$ 10,347,164</u></b>	<b><u>\$ 1,140,440</u></b>
<b>LIABILITIES:</b>				
State Funds				
State conveyance tax - deeds	\$ 577,364	\$ 7,376,645	\$ 7,183,611	\$ 770,398
State conveyance tax - mortgages	208,373	3,325,222	3,163,553	370,042
<b>TOTAL LIABILITIES</b>	<b><u>\$ 785,737</u></b>	<b><u>\$ 10,701,867</u></b>	<b><u>\$ 10,347,164</u></b>	<b><u>\$ 1,140,440</u></b>

The Notes to Financial Statements are an integral part of this statement.



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1115-16

**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 BOND OF EXECUTIVE DIRECTOR OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT.**

**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; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **“THE BOND OF EXECUTIVE DIRECTOR OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATONS DISTRICT”** has submitted for filing a bond as required in TCA Section 7-86-119; and

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

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That the persons named on the listing labeled **“OATHS OF JUDICIAL COMMISSIONERS”** are accepted and the oaths therefor are approved as taken; and
4. That the person named on the listing labeled **“THE BOND OF EXECUTIVE DIRECTOR OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT”** is filed and made a matter of record; and
5. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

November 18, 2015

\_\_\_\_\_

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
NOVEMBER 18, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Allison M. Anderson	910 Kenny Way Hixson, TN 37343 423-838-0922	Alder & Cox, Inc. 2110 Northpoint Blvd. Hixson, TN 37343 423-877-3536
Katie Appleberry	1311 Pine Burr Lane Chattanooga, TN 37419 423-825-6783	Assoc. In Oral & Max. Surgery., P.C. 6015 Shallowford Road Chattanooga, TN 37421 423-893-3333
Moriah Arterberry	5134 Chestnutt Creek Rd., Apt. 2 Apison, TN 37302 630-506-2053	Collegedale Credit Union 5046 University Drive Collegedale, TN 37315 423-396-2101
Daniel B. Atkinson	2124 Breckenridge Street Athens, TN 37303 423-920-7202	Farm Credit Mid-America 7605 Hamilton Park Drive Chattanooga, TN 37421 423-510-9429
Andre Baity	4358 Nesbin Drive Kennesaw, GA 30144 678-358-9703	Donovan Parks 200 W. M.L.K. Blvd. Chattanooga, TN 37402 678-358-9703
Deborah E. Benton	4811 Fike Drive Chattanooga, TN 37412 423-624-1263	F.S.G. Bank, N.A. 4227 Ringgold Rd. Chattanooga, TN 37412 423-308-2134
Tammy Blaylock	5960 Cottonport Road Dayton, TN 37321 423-775-0788	T.V.F.C.U. 715 Market Street Chattanooga, TN 37402 423-634-8417
Callie Brumley	112 Tuxedo Circle Chattanooga, TN 37411 704-517-4178	Regions Bank 345 Frazier Ave., Ste. 109 Chattanooga, TN 37405 423-321-6530
Jeff Campbell	10104 Ooltewah-Georgetown Rd. Ooltewah, TN 37363 423-593-6933	Wortham Laboratories, Inc. 6340 Bonny Oaks Drive Chattanooga, TN 37416 423-296-0090
Karrie Davis	2333 Collins Lane Soddy Daisy, TN 37379 423-227-4217	Hamilton County Gov't. 625 Georgia Ave., Rm. 300 Chattanooga, TN 37402 423-209-6600

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
NOVEMBER 18, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Nancy Faller	506 Oak Tree Drive Chattanooga, TN 37415 770-527-1553	JSBHD Holding & Development 4815 Hwy. 58 Chattanooga, TN 37416 423-648-5866
David Farlett	408 Lee Pike Soddy Daisy, TN 37379 423-715-5536	Doctors Express 1025 Peerless Crossing Cleveland, TN 37312 423-476-5990
Jeffery Farrow	8300 Bill Reed Road Ooltewah, TN 37363 423-309-1292	The Patten Group 832 Georgia Ave., Ste. 360 Chattanooga, TN 37402 423-531-0360
Amber B. Gates	37 Brownhill Lane Ringgold, GA 30736 423-355-8844	JEI Engineering, Inc. 5751 Uptain Rd., Ste. 500 Chattanooga, TN 37411 423-553-1150
Gina Geren	370 Occoneechee Circle Cleveland, TN 37323 423-618-4907	Tennessee Oncology 605 Glenwood Dr., Ste. 200 Chattanooga, TN 37404 423-698-1844
S. Deaneen Hidalgo	99 Catoosa Parkway Tunnel Hill, GA 30755 706-537-2173	Erlanger Health System 975 E. 3rd St. Chattanooga, TN 37403 423-778-2427
Elizabeth Holland	3607 Weldon Drive Chattanooga, TN 37412 423-432-5782	State of Tennessee 1301 Riverfront Pkwy., Ste. 203 Chattanooga, TN 37402 423-634-6203
Julie Hutcheson	51 Edward Lane Flintstone, GA 30725 423-605-1264	Walden Security 694 Manufacturers Road Chattanooga, TN 37405 423-267-6724
J. Johnson	6903 Deerwood Drive Harrison, TN 37341 423-344-7386	Miller Industries Towing Equip., Inc. 8503 Hilltop Drive Ooltewah, TN 37363 423-238-4171
Jentry Johnson	7403 Moses Road Hixson, TN 37343 423-432-5806	Ben Parker Co., Inc. 1612 E. 28th Street Chattanooga, TN 37404 423-697-0088

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
NOVEMBER 18, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Marcus Johnson	900 Mountain Creek Rd., Apt. R307 Chattanooga, TN 37405 865-712-6726	First Tennessee Bank 4430 Hwy. 58 Chattanooga, TN 37416 423-242-1322
Shelby Johnson	107 Reavley Rd., Duplex C Sale Creek, TN 37373 423-243-8248	Easy Money 4503 Hwy. 58 Chattanooga, TN 37416 423-805-9161
Linda Jo Laymon	103 Flat Top Road Soddy Daisy, TN 37379 423-827-3495	Legal Aid of East TN 535 Chestnut St., Ste. 360 Chattanooga, TN 37402 423-756-4013
Robin R. Ledbetter	821 Creek Drive Chattanooga, TN 37415 423-240-2030	Johnston Southern Co., LLC 9337 Bradmore Lane Ooltewah, TN 37363 423-756-1202
Tracie J. Lesar	3418 Gold Point Circle S. Hixson, TN 37343 419-475-5807	Vascular Growth Services 711 Signal Mtn., Blvd., #172 Chattanooga, TN 37405 423-521-8038
Jenn Mathews	7015 Tree Line Drive Harrison, TN 37341 423-344-6698	Campbell & Campbell 735 Broad St., Ste. 1200 Chattanooga, TN 37402 423-266-1108
Bernice L. McClendon	2053 Linwood Drive Soddy Daisy, TN 37379 423-332-3181	Retired N/A N/A N/A
Chaz McQuerrey	4417 Oakwood Dr., Apt. 1209 Chattanooga, TN 37416 615-419-7883	CarMax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Alicia K. Miller	2853 Firethorne Lane Chattanooga, TN 37421 423-326-9229	SDP 6111 Heritage Pk. Dr., Ste. A-200 Chattanooga, TN 37416 423-490-7400
Katelyn Moon	3040 Hwy. 150 Sequatchie, TN 37374 423-362-6578	Markel, Von Kessler & Cox 735 Broad St., Ste. 804 Chattanooga, TN 37402 423-756-3700

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****NOVEMBER 18, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Randy A. Morgan	110 Kings Parkway Chatsworth, GA 30705 706-971-3327	True Line Coring & Cutting of TN 1903 S. Highland Park Ave. Chattanooga, TN 37404 423-624-7369
Carl Nolan	1514 Ely Road Hixson, TN 37343 423-355-2496	Chattanooga State Police Dept. 4501 Amnicola Hwy. Chattanooga, TN 37416 423-697-4467
Avery Patten	517 Young Avenue Chattanooga, TN 37405 951-236-7309	The Patten Group 832 Georgia Ave., Ste. 360 Chattanooga, TN 37402 423-531-0360
Thedra Pendergrass	7451 Allemande Way, Apt. 101 Chattanooga, TN 37421 423-304-2066	CarMax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Samuel T. Quattrochi	3313 Martin Avenue Chattanooga, TN 37415 423-653-0090	Self-Employed 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-800-2348
Michael Reed	7830 Lower Pond Lane Ooltewah, TN 37363 423-443-2157	Farm Credit Mid-America 7605 Hamilton Park Drive Chattanooga, TN 37421 423-510-9429
Martha L. Rhoades	1833 Cannondale Loop Chattanooga, TN 37421 423-314-6874	Erlanger Health Systems East 1751 Gunbarrel Road Chattanooga, TN 37421 423-778-8867
L. Robbins	596 Castleview Drive Ringgold, GA 30736 423-653-6212	Title Guaranty and Trust 7155 Lee Hwy., Ste. 500 Chattanooga, TN 37421 423-892-7914
Karina Salvatierra	75 Clay Ct. Ringgold, GA 30736 423-827-4477	Regions Bank 601 Market St., 3rd Fl. Chattanooga, TN 37402 423-752-1502
Stacy Scott	600 E. 19th Street Chattanooga, TN 37408 612-236-6412	TransCard, LLC 1301 Riverfront Pkwy., Ste. 112 Chattanooga, TN 37402 423-553-5247

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****NOVEMBER 18, 2015****NAME****RESIDENCE****BUSINESS**

Dane A. Snowden

9221 Cobblestone Hill Drive  
Ooltewah, TN 37363  
423-653-8741Snowden's Electrical Service  
Same  
Same  
Same

Amanda G. Tricoglou

4800 Appian Way  
Chattanooga, TN 37415  
314-960-0025First Bank  
2021 Hamilton Pl. Blvd., Ste. A  
Chattanooga, TN 37415  
423-855-3023

Wilson C. Von Kessler, II

310 Marvin Lane  
Lookout Mtn. GA 30750  
406-820-1573Self-Employed  
735 Broad St., Ste. 804  
Chattanooga, TN 37402  
423-756-3700

Marc A. Walwyn

9101 Pleasant Lane  
Ooltewah, TN 37363  
423-933-1262Self-Employed  
5814 Ringgold Rd., Ste. F  
Chattanooga, TN 37412  
423-954-7266

Joanne Lory Westbrooks

2418 Woolson Road  
Chattanooga, TN 37406  
423-624-8668Prestige Sales Co., Inc.  
2400 Appling St.  
Chattanooga, TN 37406  
423-698-8868

Karen Wilkey

600 Orr Street  
Chattanooga, TN 37405  
423-596-0774Moccasin Bend Mental Health Inst.  
100 Moccasin Bend Rd.  
Chattanooga, TN 37405  
423-785-3384

Autumn Mason Woodward

564 Melwood Lane  
Chattanooga, TN 37421  
423-805-2549J. G. Woodward, Attorney  
7693 Nashville Street  
Ringgold, GA 30736  
706-426-4132

Jackie Yates

283 Brock Circle  
Ringgold, GA 30736  
423-667-1526Cornerstone Community Bank  
6413 Lee Hwy., Ste. 101  
Chattanooga, TN 37421  
423-385-3059

Debbie Yoshida

6387 Frankfurt Road  
Ooltewah, TN 37363  
423-505-1659F.S. G. Bank  
531 Broad Street  
Chattanooga, TN 37402  
423-668-3078

Frankie Young

5717 Hetzel Lane  
Chattanooga, TN 37415  
423-280-9982Theo Harris Insurance Agency  
4976 Hwy. 58, Ste. 142  
Chattanooga, TN 37416  
423-240-4825

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
NOVEMBER 18, 2015**

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>
JoAnne Vandergriff	September 8, 2015	October 22, 2015
Richard P. Jahn, Jr.	October 9, 2015	October 22, 2015
Michael Alan Ray	October 9, 2015	October 22, 2015
Bridgett Qualls	August 25, 2015	October 22, 2015
Karen Poole	August 13, 2015	October 23, 2015
Camille Pine	September 21, 2015	October 23, 2015
Marna Peterson	September 21, 2015	October 23, 2015
Christine F. Phipps	September 21, 2015	October 23, 2015
Amanda Bartolameolli	October 9, 2015	October 23, 2015
S. Henry Wooden	October 9, 2015	October 23, 2015
Amy B. Shearman	September 21, 2015	October 23, 2015
Jennifer A. K. Wise	August 25, 2015	October 23, 2015
Mary L. Baker	October 9, 2015	October 23, 2015
Emily Hopper	August 13, 2015	October 26, 2015
William Nelms III	October 9, 2015	October 26, 2015
J. C. Smith	September 8, 2015	October 26, 2015
Anna Marona	October 9, 2015	October 27, 2015
Domiciano Melendez, Jr.	October 9, 2015	October 27, 2015
Joy P. Jackson	October 9, 2015	October 27, 2015
Margaret C. Wortham	October 9, 2015	October 27, 2015
Linda D. West	October 9, 2015	October 27, 2015
Loyd O'Mally Foster	October 9, 2015	October 28, 2015
Sonal C. Modi	October 9, 2015	October 28, 2015
Susan D. Whitman	October 9, 2015	October 28, 2015
Jennifer M. Goble	March 23, 2015	October 28, 2015
Julia G. Hillian	October 9, 2015	October 29, 2015
Teresa R. Alexander	September 21, 2015	October 29, 2015
Ivette Marie Diaz	October 9, 2015	October 29, 2015
Jane M. Cherry	October 9, 2015	October 29, 2015
Cynthia C. Harris	October 9, 2015	October 30, 2015
Bev Rush	September 21, 2015	October 30, 2015
Laurel Brown	October 9, 2015	October 30, 2015
Courtney Davis	September 21, 2015	October 30, 2015
Chris Morrow	June 10, 2015	November 2, 2015
Kimberley Ewbank	October 9, 2015	November 2, 2015
Annette Kamin	October 9, 2015	November 2, 2015
Kay Hatfield	October 9, 2015	November 3, 2015
Jessica L. Brunhoeber	October 9, 2015	November 3, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
NOVEMBER 18, 2015**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Kay Baker	October 9, 2015	November 3, 2015
Wanda Clark	October 9, 2015	November 3, 2015
Shannon Hendon Wilson	August 25, 2015	November 3, 2015
Joshua Mauk	October 9, 2015	November 3, 2015
Sydney Reason	October 9, 2015	November 3, 2015
Tiffany Perdue	August 25, 2015	November 3, 2015
William Valencia	September 21, 2015	November 3, 2015
David Lee Williams	October 9, 2015	November 3, 2015
Pam McNabb	October 9, 2015	November 4, 2015
Emily Hoge	September 21, 2015	November 5, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF JUDICIAL COMMISSIONERS  
NOVEMBER 18, 2015**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Nathaniel Goggans, Judicial Commissioner	October 30, 2015
Ron Powers, Judicial Commissioner	October 30, 2015

**OATH OF HAMILTON COUNTY  
JUDICIAL COMMISSIONER**

**STATE OF TENNESSEE            )**

**COUNTY OF HAMILTON        )**

**I, Nathaniel Goggans, 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.**



---

**Nathaniel Goggans**

**Sworn to and subscribed before me this 30<sup>th</sup> day of October, 2015.**

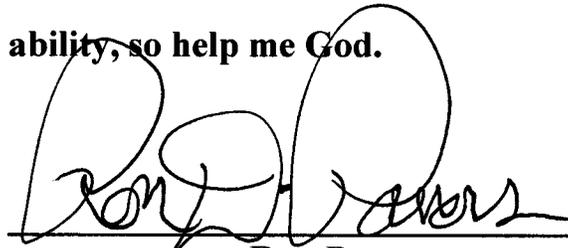
*Sana C. Hudlin, Deputy Clerk  
Hamilton County Clerks Office*

**OATH OF HAMILTON COUNTY  
JUDICIAL COMMISSIONER**

**STATE OF TENNESSEE            )**

**COUNTY OF HAMILTON        )**

**I, Ron Powers, 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.**

  
\_\_\_\_\_  
**Ron Powers**

**Sworn to and subscribed before me this 30<sup>th</sup> day of October, 2015.**

  
\_\_\_\_\_  
**Tom Greenholtz, 11th Judicial District Criminal Court Judge**

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
THE BOND OF EXECUTIVE DIRECTOR OF HAMILTON COUNTY 911  
EMERGENCY COMMUNICATIONS DISTRICT  
NOVEMBER 18, 2015**

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

	<u>Amount of Bond</u>	<u>Date of Oath</u>
John S. Stuermer	\$298,765.00	July 23, 2015

# HAMILTON COUNTY EMERGENCY COMMUNICATIONS DISTRICT

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



**DON ALLEN**  
Chairman, Board of Directors

**JOHN STUERMER**  
Executive Director

**MIKE MAHN**  
Legal Counsel

October 26, 2015

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

Dear Mr. Knowles:

Enclosed you will find a Surety Bond for Executive Director John Stuermer for the period August 7, 2015 through August 7, 2016 for safekeeping in your office per TCA 5-6-109.

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

Sincerely,

A handwritten signature in black ink that reads 'Jay Donnich'. The signature is fluid and cursive, written over the printed name.

Jay Donnich  
Director of Administration

Encl.



SURETY'S BOND NO. POB 8675794 14

STATE BOND FORM CT-0364

STATE OF TENNESSEE  
Hamilton County 911  
EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR  
OFFICE OF Executive Director

KNOW ALL MEN BY THESE PRESENTS:

That John S Stuermer of Hamilton County 911 Emergency Communications District, of Chattanooga Tennessee, as Principal, and Fidelity & Deposit Company of Maryland as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Two hundred ninety eight thousand seven hundred eighty five Dollars (\$298,765.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly appointed to the office of Executive Director of and for Hamilton County 911 Emergency Communications District for the 1 year term beginning on the 7th day of August, 2015 and ending on the 7th day of August, 2016.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said John S Stuermer, Principal, shall:

1. Faithfully perform the duties of the office of Executive Director of Hamilton County 911 Emergency Communications District during his term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 23rd day of July, 2015.

WITNESS - ATTEST:

Branda Hoffner

PRINCIPAL:

John S Stuermer  
SURETY:  
By: Branda Hoffner

COUNTERSIGNED BY:

Melissa W. Carpenter  
Tennessee Resident Agent

(attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF Hamilton

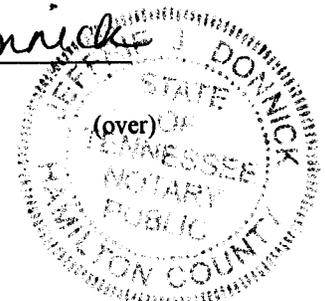
Before me, a Notary Public, of the State and County aforesaid, personally appeared John Stuermer with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

Witness my hand and seal this 23rd day of July, 2015.

My Commission Expires:

6/6, 2015.

Jeffrie G. Donnick  
Notary Public



Book/Page: **GI 10586 / 734**

Instrument: 2015101200015

4 Page BOND

Recorded by KML on 10/12/2015 at 10:54 AM

MISC RECORDING FEE 20.00

DATA PROCESSING FEE 2.00

TOTAL FEES \$22.00

State of Tennessee Hamilton County  
Register of Deeds **PAM HURST**

Prepared by:  
Brown & Brown of TN  
701 Market Street, Suite 500  
Chattanooga, TN 37402

CC

ICM - Jeffrie Donnick  
1411 Center

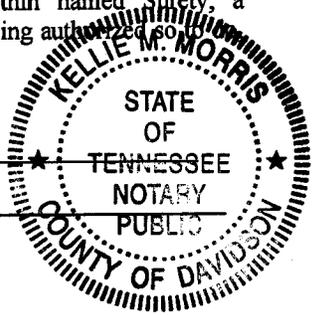
ACKNOWLEDGEMENT OF SURETY

STATE OF Tennessee  
COUNTY OF Davidson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rhonda Talley with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Fidelity & Deposit Company of Maryland, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

Witness my hand and seal this 23rd day of July, 2015.  
My Commission Expires: May 8, 2017.

Kellie M. Morris  
Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons appointed to office of an Emergency Communications District)

Bond and Sureties approved by Don Allen Chairman of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, on this 15 day of Sept, 2015.

Signed: Don Allen  
Chairman of the Board of Directors

CERTIFICATION:

I, Eddie Phillips Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 15 day of Sept, 2015, and entered upon the minutes thereof.

Signed: Eddie Phillips  
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds)  
FOR USE BY REGISTER OF DEEDS

SECTION III.

INDORSEMENT: Office of the County Clerk, County of Hamilton  
Filed with the ~~Comptroller of the Treasury, State of Tennessee~~, this      day of     , 2015.

Signed: \_\_\_\_\_  
~~Comptroller of the Treasury~~  
County Clerk

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

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

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

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

ATTEST:

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



*Gregory E. Murray*

By: \_\_\_\_\_

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

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

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

*Maria D. Adamski*

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



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 23 day of July, 20 15.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



# Hamilton County Board of Commissioners RESOLUTION

No. 1115- 17A

(P.C. NO. 2015-121)

## A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 8237 ROY LANE

**WHEREAS**, Bryant Jackson petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 8237 Roy Lane, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Bryant Jackson 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 November 18, 2015, 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 to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 8237 Roy Lane. An unplatted tract of land located at 8237 Roy Lane and being the property described in Deed Book 10509, Page 516, ROHC. Tax Map 104-020 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

November 18, 2015

\_\_\_\_\_  
Date

2015-121 Hamilton County  
October 12, 2015

## RESOLUTION

WHEREAS, Bryant Jackson 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 to R-1 Single Family Residential District, property located at 8237 Roy Lane.

An unplatted tract of land located at 8237 Roy Lane and being the property described in Deed Book 10509, Page 516, ROHC. Tax Map 104-020 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on October 12, 2015,

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

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

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

AND WHEREAS, the Planning Commission has determined that the proposal is supported by the recommendations of the adopted Land Use Plan for the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on October 12, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the condition that maximum density not exceed 3.0 dwelling units/acre as recommended by the adopted land use plan for the area.

Respectfully submitted,



John Bridger  
Secretary



## 2015-121 Rezoning from A-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-121:  
Approve



407 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-121

PC Meeting Date: 10-12-15

**Applicant Request****Rezone from A-1 Agricultural District to R-1 Single Family Residential District****Property Location:** 8327 Roy Lane**Property Owner:** Bryant Jackson**Applicant:** Bryant Jackson**Project Description**

- Proposal: Develop 20.5-acre site with 36 single-family lots on a private road as part of an associated request for a Planned Unit Development (Case #2015-122).
- Proposed Access: Roy Lane.
- Proposed Development Form: 36 single-family home lots (approximately ¼-acre each); 3 community lots (0.7 acres).
- Proposed Density: 1.75 dwelling units per acre.

**Site Analysis****Site Description**

- Location: The 20.5-acre site is located on the west side of Roy Lane approximately 2,000 feet from Ooltewah-Georgetown Road.
- Current Access: Roy Lane.
- Current Development form: The 15 adjacent single-family lot sizes to the north are approximately 0.25 acres to 0.33 acres in size. These lots are part of a 130 recorded lot phase of the Providence Point Planned Unit Development. The adjacent property to the south is approximately 15 acres in size.
- Current Land Uses: There is currently one single-family home on the site. Single family homes are located to the north, east, and south. Savannah Bay is adjacent to the site to the west.
- Current Density: The maximum allowable density of the Providence Point PUD adjacent to the north is 2.9 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- The property to the north was zoned R-1 Single-Family Residential with a PUD in 2006 (Resolution #506-17B). The properties to the east are zoned A-1 Agricultural District. The property to the south is zoned A-1 Agricultural District.
- The nearest R-1 Single-Family Residential District (same as the request) is adjacent on the north of the site.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by Hamilton County in 2007) recommends Low Intensity Residential.
- The A-1 Agricultural District permits agricultural uses and single-family homes not to exceed 2 dwelling units per acre. The minimum lot size is 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.

## PLANNING COMMISSION CASE REPORT

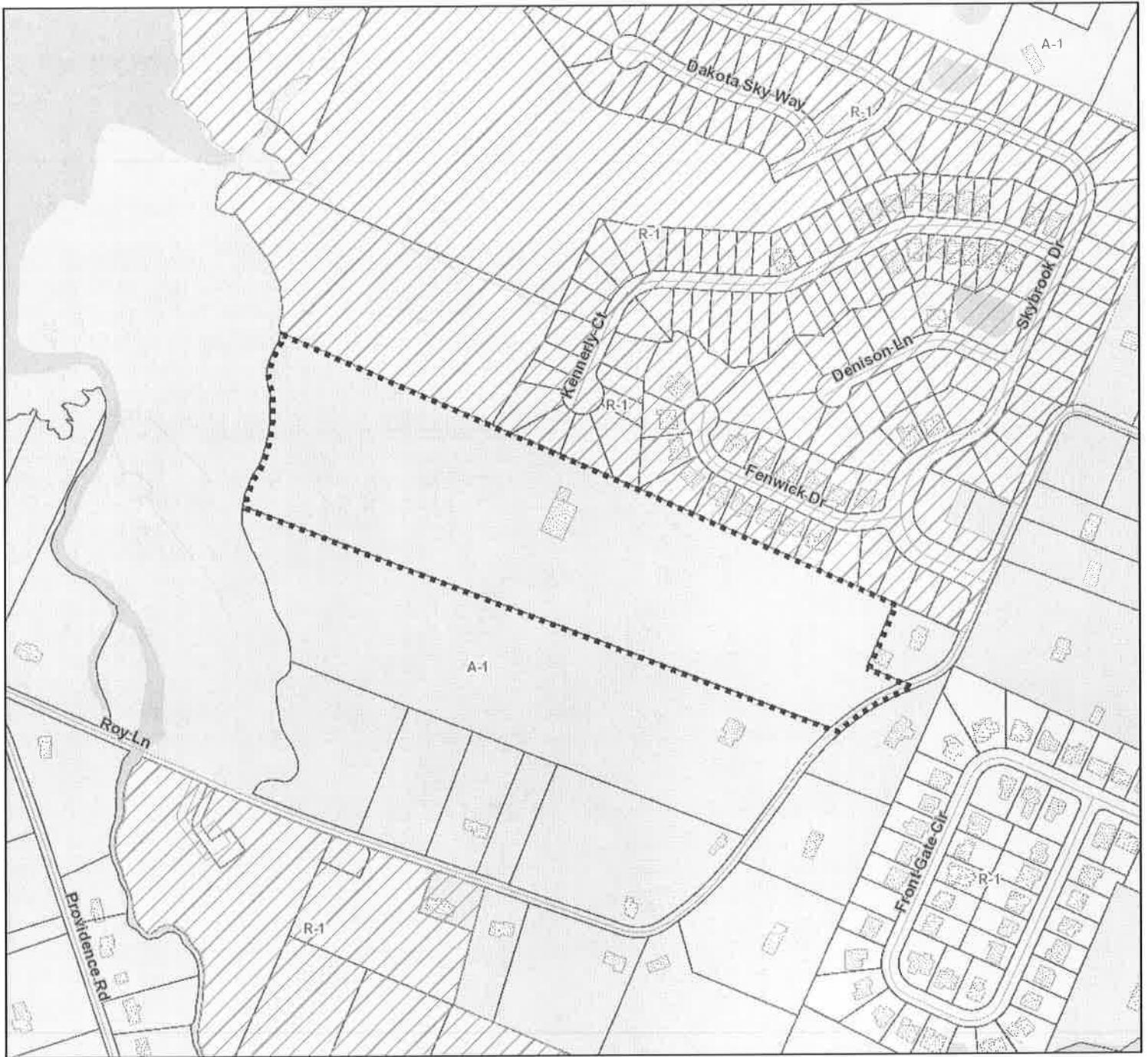
- The maximum density for an A-1 PUD is 2 dwelling units per acre.
- The maximum density for an R-1 PUD is 5 dwelling units per acre.
- A Planned Unit Development (PUD) allows private roads if the roads are built to Hamilton County road standards.

### Key Findings

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area.
- The proposal would be an extension of an existing zone.
- The proposed use is consistent with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed residential density is compatible with the surrounding densities.

### Staff Recommendation

Approve, subject to the condition that maximum density not exceed 3.0 dwelling units/acre as recommended by the adopted land use plan for the area.



## 2015-121 Rezoning from A-1 to R-1



407 ft

Chattanooga Hamilton County Regional Planning Agency







# Hamilton County Board of Commissioners RESOLUTION

No. 1115-17B

(P.C. NO. 2015-121)

## A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 8237 ROY LANE

**WHEREAS**, Bryant Jackson petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 8237 Roy Lane, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Bryant Jackson 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 November 18, 2015, 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 to rezone, subject to the condition that maximum density not exceed 3.0 dwelling units/acre as recommended by the adopted land use plan for the area, from A-1 Agricultural District to R-1 Single Family Residential District, property located at 8237 Roy Lane. An unplatted tract of land located at 8237 Roy Lane and being the property described in Deed Book 10509, Page 516, ROHC. Tax Map 104-020 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

November 18, 2015

\_\_\_\_\_  
Date

2015-121 Hamilton County  
October 12, 2015

## RESOLUTION

WHEREAS, Bryant Jackson 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 to R-1 Single Family Residential District, property located at 8237 Roy Lane.

An unplatted tract of land located at 8237 Roy Lane and being the property described in Deed Book 10509, Page 516, ROHC. Tax Map 104-020 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on October 12, 2015,

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

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

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

AND WHEREAS, the Planning Commission has determined that the proposal is supported by the recommendations of the adopted Land Use Plan for the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on October 12, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to the condition that maximum density not exceed 3.0 dwelling units/acre as recommended by the adopted land use plan for the area.

Respectfully submitted,



John Bridger  
Secretary



## 2015-121 Rezoning from A-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-121:  
Approve



407 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-121

PC Meeting Date: 10-12-15

**Applicant Request****Rezone from A-1 Agricultural District to R-1 Single Family Residential District****Property Location:** 8327 Roy Lane**Property Owner:** Bryant Jackson**Applicant:** Bryant Jackson**Project Description**

- Proposal: Develop 20.5-acre site with 36 single-family lots on a private road as part of an associated request for a Planned Unit Development (Case #2015-122).
- Proposed Access: Roy Lane.
- Proposed Development Form: 36 single-family home lots (approximately ¼-acre each); 3 community lots (0.7 acres).
- Proposed Density: 1.75 dwelling units per acre.

**Site Analysis****Site Description**

- Location: The 20.5-acre site is located on the west side of Roy Lane approximately 2,000 feet from Ooltewah-Georgetown Road.
- Current Access: Roy Lane.
- Current Development form: The 15 adjacent single-family lot sizes to the north are approximately 0.25 acres to 0.33 acres in size. These lots are part of a 130 recorded lot phase of the Providence Point Planned Unit Development. The adjacent property to the south is approximately 15 acres in size.
- Current Land Uses: There is currently one single-family home on the site. Single family homes are located to the north, east, and south. Savannah Bay is adjacent to the site to the west.
- Current Density: The maximum allowable density of the Providence Point PUD adjacent to the north is 2.9 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- The property to the north was zoned R-1 Single-Family Residential with a PUD in 2006 (Resolution #506-17B). The properties to the east are zoned A-1 Agricultural District. The property to the south is zoned A-1 Agricultural District.
- The nearest R-1 Single-Family Residential District (same as the request) is adjacent on the north of the site.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by Hamilton County in 2007) recommends Low Intensity Residential.
- The A-1 Agricultural District permits agricultural uses and single-family homes not to exceed 2 dwelling units per acre. The minimum lot size is 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.

## PLANNING COMMISSION CASE REPORT

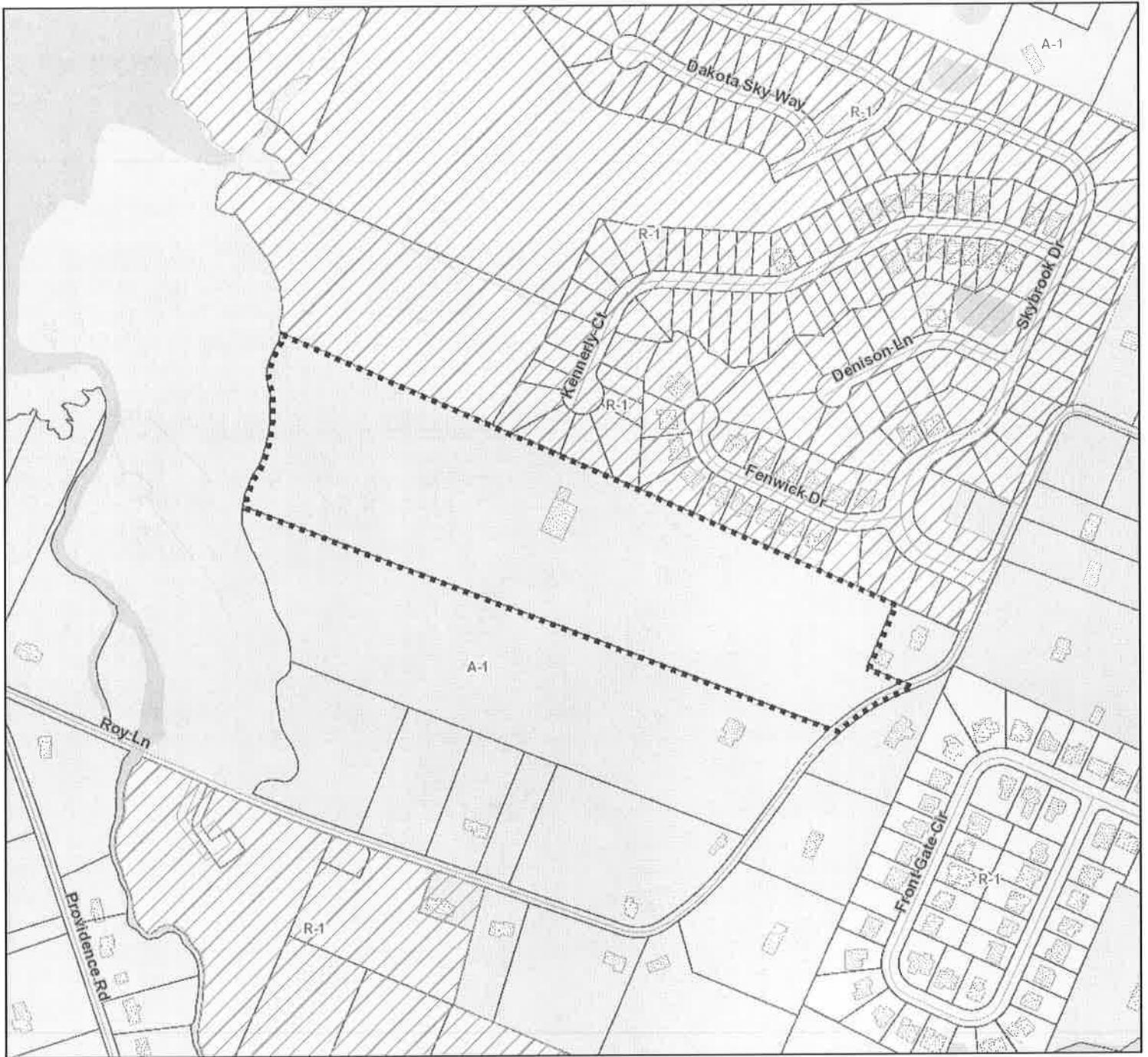
- The maximum density for an A-1 PUD is 2 dwelling units per acre.
- The maximum density for an R-1 PUD is 5 dwelling units per acre.
- A Planned Unit Development (PUD) allows private roads if the roads are built to Hamilton County road standards.

### Key Findings

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area.
- The proposal would be an extension of an existing zone.
- The proposed use is consistent with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed residential density is compatible with the surrounding densities.

### Staff Recommendation

Approve, subject to the condition that maximum density not exceed 3.0 dwelling units/acre as recommended by the adopted land use plan for the area.



## 2015-121 Rezoning from A-1 to R-1



407 ft

Chattanooga Hamilton County Regional Planning Agency



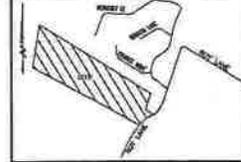
**RECEIVED**

AUG 21 2015

Chattanooga Hamilton County  
Regional Planning Agency  
Development Services

**SITE ANALYSIS**

PROJECT ADDRESS:	8327 ROY LANE
TAX MAP ID:	106-000
CURRENT ZONING:	R-1
PROPOSED ZONING:	R-1 PUD
TOTAL SITE AREA:	30.24 ACRES
TOTAL COMMUNITY LOT AREA:	0.74 ACRES
COMMUNITY LOT AREA:	2.5% (OF TOTAL SITE)
TOTAL # OF SINGLE FAMILY LOTS:	34
TOTAL # OF COMMUNITY LOTS:	2
TOTAL # OF RESIDABLE RESIDENTIAL LOTS:	32
PROPOSED DENSITY:	1.78 UNITS/ACRE

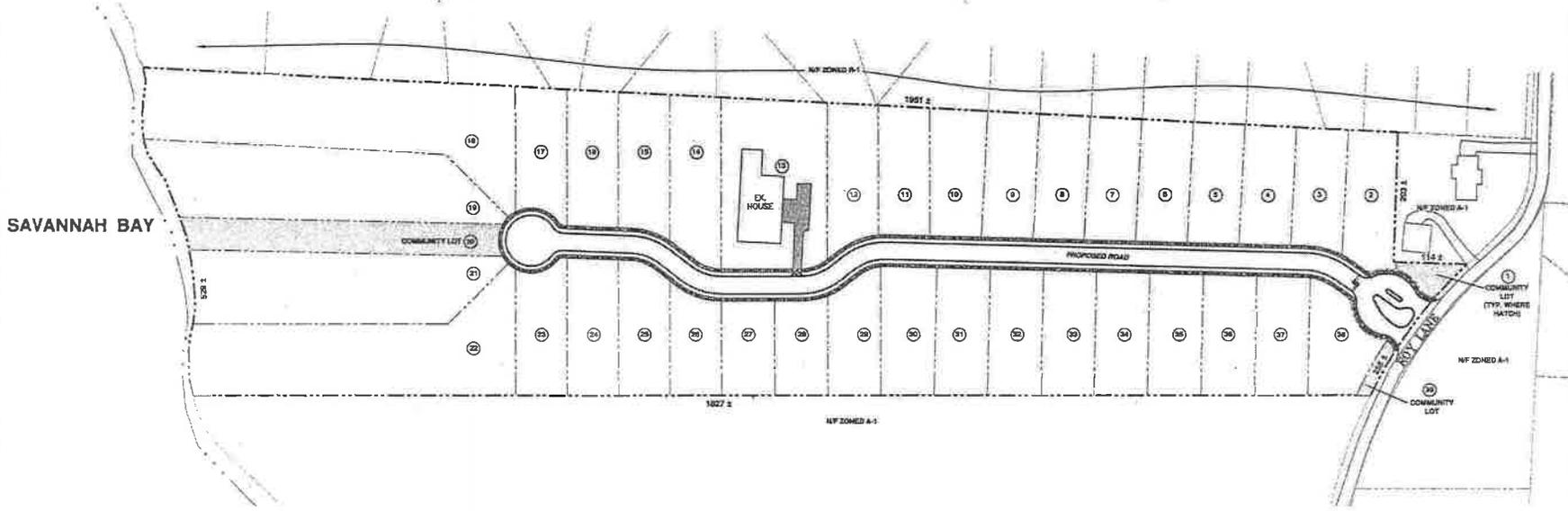


REGISTERED PROFESSIONAL ENGINEER  
State of Tennessee, License No. 21017

**MAP ENGINEERS L.L.C.**

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GRAPHIC SCALE





# Hamilton County Board of Commissioners RESOLUTION

No. 1115-18

(P.C. NO. 2015-122)

## A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTY LOCATED AT 8237 ROY LANE

**WHEREAS**, Bryant Jackson petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Exceptions Permit for a Residential Planned Unit Development for property located at 8237 Roy Lane, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Bryant Jackson 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 November 18, 2015, 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 Exceptions Permit for a Residential Planned Unit Development for property located at 8237 Roy Lane. An unplatted tract of land located at 8237 Roy Lane and being the property described in Deed Book 10509, Page 516, ROHC. Tax Map 104-020 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

November 18, 2015

\_\_\_\_\_  
Date

2015-122 Hamilton County  
October 12, 2015

RESOLUTION

WHEREAS, Bryant Jackson petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Exceptions Permit for a Residential Planned Unit Development for property located at 8237 Roy Lane.

An unplatted tract of land located at 8237 Roy Lane and being the property described in Deed Book 10509, Page 516, ROHC. Tax Map 104-020 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on October 12, 2015,

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

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

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

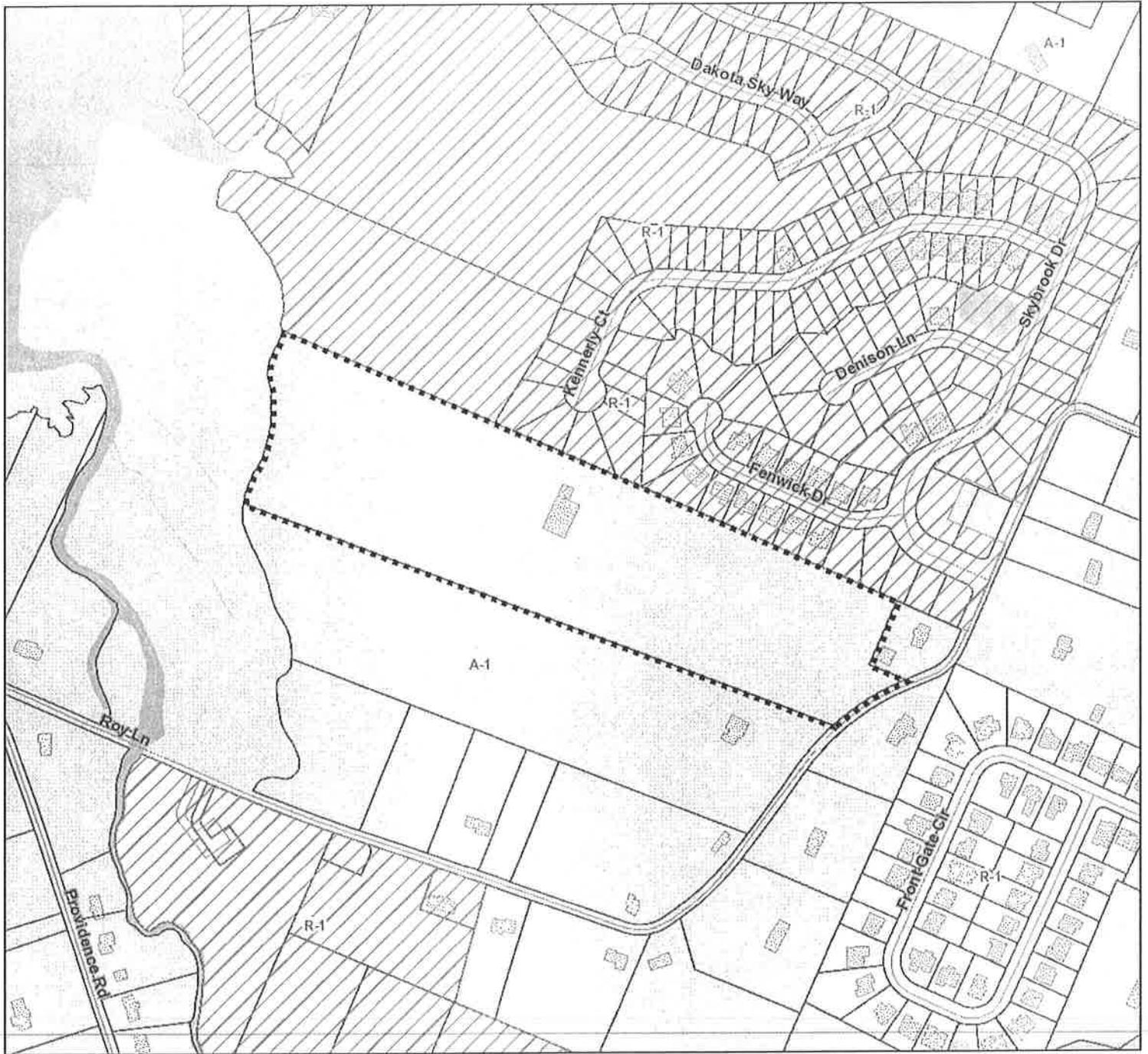
AND WHEREAS, the Planning Commission has determined that the proposal is the proposal is supported by the recommendations of the adopted Land Use Plan for the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on October 12, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2015-122 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-122:  
Approve



407 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-122

PC Meeting Date: 10-12-15

**Applicant Request****Special Permit: Residential Planned Unit Development (PUD)**

Property Location:	8327 Roy Lane
Property Owner:	Bryant Jackson
Applicant:	Bryant Jackson

**Project Description**

- Proposal: Develop 20.5-acre site with 36 single-family lots on a private road as part of a Planned Unit Development (see also Case #2015-121 for R-1 rezoning request).
- Proposed Access: Roy Lane.
- Proposed Development Form: 36 single-family home lots (approximately ¼-acre each); 3 community lots (0.7 acres).
- Proposed Density: 1.75 dwelling units per acre.

**Site Analysis****Site Description**

- Location: The 20.5-acre site is located on the west side of Roy Lane approximately 2,000 feet from Ooltewah-Georgetown Road.
- Current Access: Roy Lane.
- Current Development form: The 15 adjacent single-family lot sizes to the north are approximately 0.25 acres to 0.33 acres in size. These lots are part of a 130 recorded lot phase of the Providence Point Planned Unit Development. The adjacent property to the south is approximately 15 acres in size.
- Current Land Uses: There is currently one single-family home on the site. Single family homes are located to the north, east, and south. Savannah Bay is adjacent to the site to the west.
- Current Density: The maximum allowable density of the Providence Point PUD adjacent to the north is 2.9 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- The property to the north was zoned R-1 Single-Family Residential with a PUD in 2006 (Resolution #506-17B). The properties to the east are zoned A-1 Agricultural District. The property to the south is zoned A-1 Agricultural District.
- The nearest R-1 Single-Family Residential District (same as the request) is adjacent on the north of the site.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by Hamilton County in 2007) recommends Low Intensity Residential with a residential density of not more than 3 units per acre.
- The A-1 Agricultural District permits agricultural uses and single-family homes not to exceed 2 dwelling units per acre. The minimum lot size is 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.

## PLANNING COMMISSION CASE REPORT

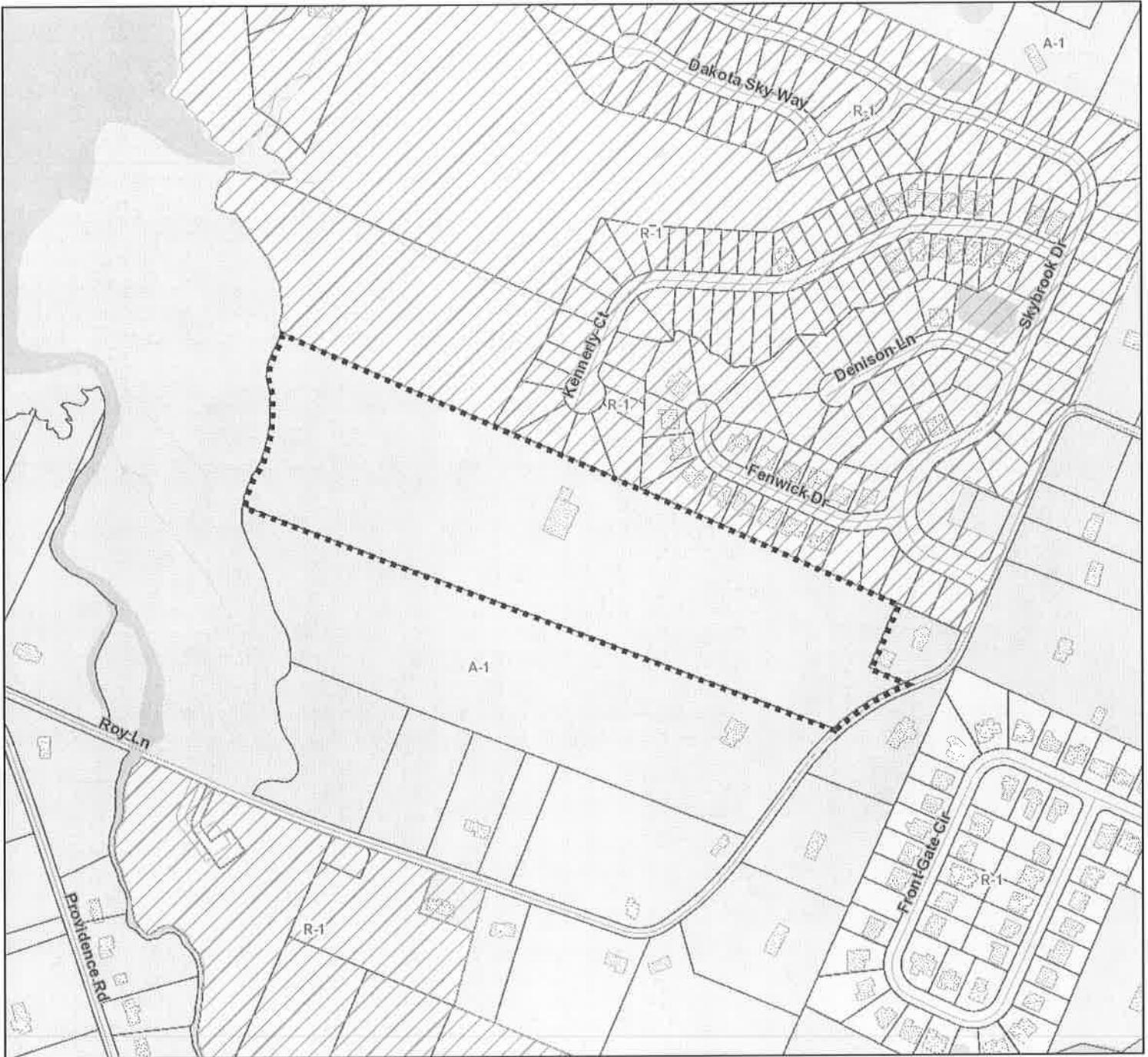
- The maximum density for an A-1 PUD is 2 dwelling units per acre.
- The maximum density for an R-1 PUD is 5 dwelling units per acre.
- A Planned Unit Development (PUD) allows private roads if the roads are built to Hamilton County road standards.

### Key Findings

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area.
- The proposal would be an extension of an existing zone.
- The proposed use is consistent with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed residential density is compatible with the surrounding densities.

### Staff Recommendation

Approve.



## 2015-122 Special Exceptions Permit for a Residential PUD





407 ft

Chattanooga Hamilton County Regional Planning Agency



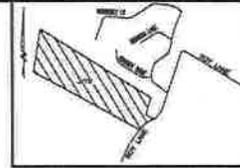
**RECEIVED**

AUG 21 2015

Chattanooga Hamilton County  
Regional Planning Agency  
Development Services

**SITE ANALYSIS**

PROPERTY ADDRESS:	8327 ROY LANE
TAX MAP ID:	119-008
CURRENT ZONING:	A-1
PROPOSED ZONING:	P-1 PLAN
TOTAL SITE AREA:	38.94 ACRES
TOTAL COMMUNITY LOT AREA:	0.74 ACRES
COMMUNITY LOT AREA:	3.58 (OF TOTAL SITE)
TOTAL # OF SINGLE FAMILY LOTS:	34
TOTAL # OF COMMUNITY LOTS:	2
TOTAL # OF BUILDABLE RESIDENTIAL LOTS:	36
PROPOSED DENSITY:	1.76 UNITS/ACRE



Vicinity Map  
NOT TO SCALE

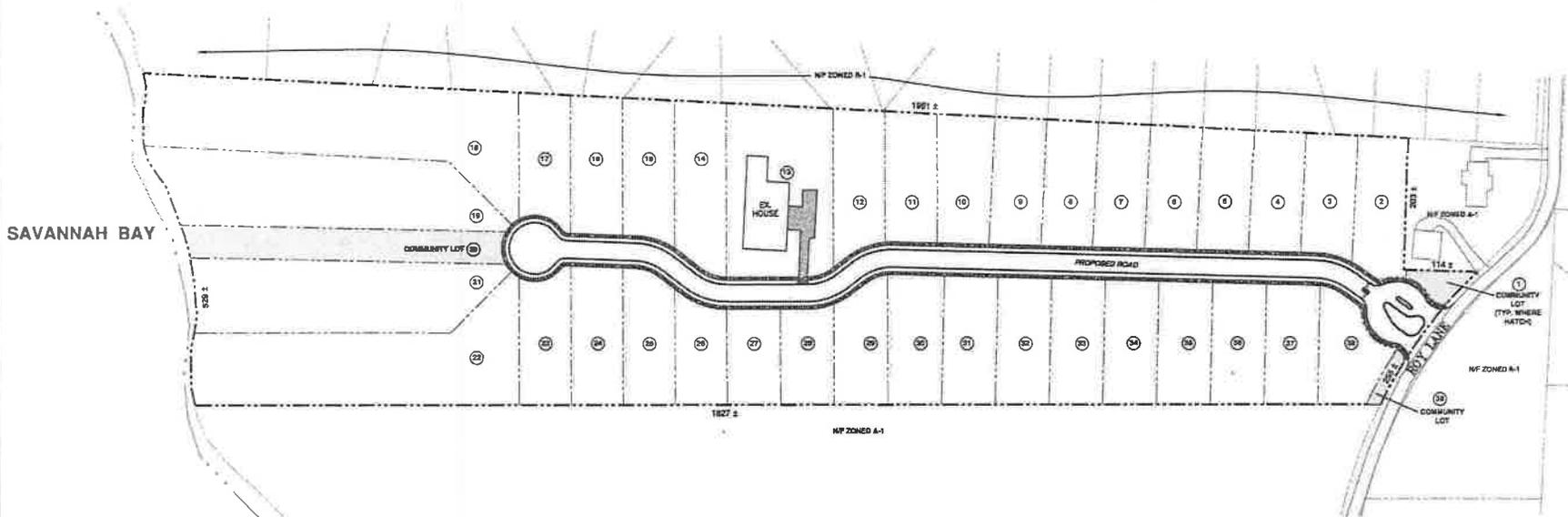


MAP ENGINEERS L.L.C.

FOR: SAVANNAH COVE P.U.D.

10000 Highway 100  
Chattanooga, TN 37421

GRAPHIC SCALE  
0 20 40 60 80 100 120 140 160 180 200



FOR:  
SAVANNAH COVE P.U.D.  
BRYANT JACKSON  
8327 ROY LANE  
COOLETOWN, TN 37363

PRELIMINARY  
SITE  
PLAN

REVISIONS

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FILE: 10100P001.dwg

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without the written  
consent of the Engineer.

DATE: 08/21/15  
DRAWN BY: SA  
CHECKED BY: MAP  
PROJ. NUMBER: 15-185  
SHEET NUMBER: PS-1

Preliminary Site Plan  
SCALE: 1" = 80'

RE: 2015-122



# Hamilton County Board of Commissioners RESOLUTION

No. 1115-19

A RESOLUTION TO DECREASE THE EXPENDITURE BUDGET FOR THE JUVENILE COURT JUDGE BY \$55,461.59 AND INCREASE THE EXPENDITURE BUDGET FOR THE SHERIFF BY \$55,461.59.

WHEREAS, the Sheriff currently provides two (2) security personnel at the Juvenile Court and the Juvenile Court provides one (1) additional employee for security at the Juvenile Court; and

WHEREAS, said security is deemed necessary for the welfare of the Juvenile Court personnel and the public; and

WHEREAS, the Juvenile Court and the Sheriff have agreed that it would be in the best interest of the County to transfer the security position currently employed by the Juvenile Court to the Sheriff;

WHEREAS, the security position currently funded by the Juvenile Court is included in the fiscal year 2016 budget at a total cost, included employee benefits, of \$55,461.59; and

WHEREAS, it is necessary to decrease the budget for the Juvenile Court Judge and increase the budget for the Sheriff to account for this transfer.

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

That the fiscal year 2016 expenditure budget for the Juvenile Court Judge be decreased by \$55,461.59 and the expenditure budget for the Sheriff be increased by \$55,461.59.

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

November 18, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1115-20

A RESOLUTION MAKING AN APPROPRIATION TO THE CITY OF CHATTANOOGA IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR, TO ASSIST WITH RENOVATIONS AT THE SOUTH CHATTANOOGA YOUTH AND FAMILY DEVELOPMENT CENTER.

WHEREAS, the City of Chattanooga operates eighteen neighborhood Youth and Family Development Centers in the Chattanooga area; and

WHEREAS, there is a need for certain renovations at the South Chattanooga Youth and Family Development Center; and

WHEREAS, Commissioner Warren Mackey desires to allocate One Thousand Five Hundred Dollars (\$1,500.00) from General Fund discretionary monies to assist with the renovations at said center; 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 an appropriation to the City of Chattanooga in the amount of One Thousand Five Hundred Dollars (\$1,500.00) from General Fund discretionary monies as allotted to District Four, be approved to assist with renovations at the South Chattanooga Youth and Family Development Center.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

November 18, 2015

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 1115-21

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

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

WHEREAS, the Tides Foundation is a duly registered public charity, exempt from federal income taxation under Sections 501(c)3 and 509(a)(1) of the Internal Revenue Code; and

WHEREAS, the NAACP has entered into an Agreement with said Foundation authorizing it to create and operate a Fund to make it possible for the NAACP to raise funds locally for projects which meet the goals of the national NAACP and which are eligible charitable activities for a 501(c)(3) nonprofit organization; and

WHEREAS, Commissioner Warren Mackey desires to assist the NAACP in its progress with developing community initiatives and projects by making an appropriation to the Tides Foundation on behalf of the NAACP Collective Action Fund in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), from General Fund discretionary monies, as allotted to District Four; and

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

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

That Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies be appropriated to the Tides Foundation for the NAACP Collective Action Fund, to assist the NAACP in its progress with developing community initiatives and projects.

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

November 18, 2015

\_\_\_\_\_

Date

Internal Revenue Service  
District Director

Department of the Treasury

Date: 16 JUN 1982

SF:EO:82-944

Our Letter Dated:  
January 1977

Person to Contact:  
Desk Officer

Contact Telephone Number:  
(415) 356-5353

EIN: 51-0198509

Tides Foundation  
873 Sutter Street, Suite A  
San Francisco, CA 94109

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

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section \*170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section \*170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section \*170(b)(1)(A)(vi) organization.

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

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

Sincerely yours,

  
District Director

\*509(a)(1) and

**Return of Organization Exempt From Income Tax**  
 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.  
 ▶ Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**2014**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

**A For the 2014 calendar year, or tax year beginning** , 2014, and ending ,

<b>B</b> Check if applicable:	<b>C</b>	<b>D</b> Employer identification number	
<input type="checkbox"/> Address change	Tides Foundation Box 29903 San Francisco, CA 94129-0903	51-0198509	
<input type="checkbox"/> Name change		<b>E</b> Telephone number	415-561-6400
<input type="checkbox"/> Initial return		<b>G</b> Gross receipts \$	184,809,314.
<input type="checkbox"/> Final return/terminated		<b>F</b> Name and address of principal officer:	Kriss Deiglmeier
<input type="checkbox"/> Amended return		Same As C Above	
<input type="checkbox"/> Application pending	<b>H(a)</b> Is this a group return for subordinates?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	<b>H(b)</b> Are all subordinates included?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<b>H(c)</b> Group exemption number ▶		
<b>I</b> Tax-exempt status	<input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
<b>J</b> Website: ▶	www.tides.org		
<b>K</b> Form of organization:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	<b>L</b> Year of formation: 1976	<b>M</b> State of legal domicile: CA

**Part I Summary**

	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>Tides Foundation's primary exempt purpose is grantmaking. We empower individuals and institutions to move money efficiently and effectively towards positive social change.</u>	
<b>Activities &amp; Governance</b>	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a) .....	3 8
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b) .....	4 8
	<b>5</b>	Total number of individuals employed in calendar year 2014 (Part V, line 2a) .....	5 0
	<b>6</b>	Total number of volunteers (estimate if necessary) .....	6 0
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12 .....	7a 325,696.
	<b>7b</b>	Net unrelated business taxable income from Form 990-T, line 34 .....	7b -158,043.
<b>Revenue</b>	<b>8</b>	Contributions and grants (Part VIII, line 1h) .....	106,210,878. 145,855,176.
	<b>9</b>	Program service revenue (Part VIII, line 2g) .....	602,046. 486,734.
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d) .....	7,337,552. 9,361,215.
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) .....	-118,649. 245,212.
	<b>12</b>	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) .....	114,031,827. 155,948,337.
	<b>Expenses</b>	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1-3) .....
<b>14</b>		Benefits paid to or for members (Part IX, column (A), line 4) .....	
<b>15</b>		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) .....	
<b>16a</b>		Professional fundraising fees (Part IX, column (A), line 11e) .....	
<b>b</b>		Total fundraising expenses (Part IX, column (D), line 25) ▶ 425,855.	
<b>17</b>		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) .....	18,543,728. 12,023,295.
<b>Net Assets or Fund Balances</b>	<b>18</b>	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) .....	112,649,431. 139,979,949.
	<b>19</b>	Revenue less expenses. Subtract line 18 from line 12 .....	1,382,396. 15,968,388.
	<b>20</b>	Total assets (Part X, line 16) .....	150,545,700. 173,413,146.
	<b>21</b>	Total liabilities (Part X, line 26) .....	8,219,902. 18,815,525.
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20 .....	142,325,798. 154,597,621.

**Part II Signature Block**

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

<b>Sign Here</b>	Signature of officer	Date
	Judith Hill <small>Type or print name and title.</small>	CFO/Treasurer

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Michael Fontanello	Michael Fontanello			P01471027
	Firm's name ▶	Fontanello, Duffield & Otake, LLP			Firm's EIN ▶
	Firm's address ▶	44 Montgomery Street, Suite 1305 San Francisco, CA 94104			Phone no. (415) 983-0200

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

**Information for Donors  
to the NAACP Collective Action Fund at the Tides Foundation**

Background: The NAACP has entered into an Agreement with the Tides Foundation for the Foundation to create and operate the NAACP Collective Action Fund at the Tides Foundation (“the Fund”). The intent of the Fund is to make it possible for NAACP units to raise funds locally for projects which meet the goals of the national NAACP and which are eligible charitable activities for a 501(c)(3) nonprofit organization. Tides Foundation is a duly registered public charity, exempt from Federal income taxation under Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. The charitable and educational purposes of the Foundation are to promote innovative philanthropic activity, nationally and internationally. The Foundation retains all dominion and control over the funds contributed to the Foundation on behalf of the Fund.

Appropriate uses of the Fund: The fund may be used to fund projects which support the following national NAACP priorities: Healthcare, Climate Justice, Legal Redress, Voting Rights, Non-Partisan Civic Engagement, Education, Economic Justice, Criminal Justice, Media Diversity and the ACT-SO program.

Disallowed uses for the Fund: The Fund does not support any lobbying or partisan activity. The Fund does not support partisan civic engagement or partisan electoral activity. The fund cannot accept funds from government entities.

Grant Award Letters: All grant award letters must indicate that the grant is for the NAACP Collective Action Fund at the Tides Foundation and NOT the name of NAACP branch that solicited the funds. **In fact, all grant award letters must include the following sentence. “... XXX is a grant or a gift in support of the NAACP Local Action Fund, as solicited by the XXX branch # in [location].”** NAACP Local Action Fund, is a collective fund benefiting all branches of the NAACP.

The award letter should mention the Unit number of the branch or conference which solicited the funds. Donors can get the NAACP unit number from the branch or conference which solicited the donation. All branches and conferences have a unique four digit unit number.

All grant award letters should be sent to:

**Kriss Deiglmeier, CEO  
Tides Foundation  
P.O. Box 29903  
San Francisco, CA 94129**

Tax Identification Number: The tax identification number for the NAACP Collective Action Fund at the Tides Foundation is 51-0198509.

Donations to the Fund: Please make checks payable to “Tides Foundation.” Memo line: “NAACP Unit #: \_\_\_\_\_.” Arrangements for wired contributions can be made by contacting Dawn Mabery at [dawn@maberyconsulting.com](mailto:dawn@maberyconsulting.com) and/or (202) 670-6659.

Minimum Donation: The minimum allowable donation to the Fund is \$2,500. Contributions for less than this amount will not be processed and will be mailed back to funder.

Questions: The NAACP branch or conference which is soliciting funds will be able to answer most questions. However, do not hesitate to contact Dawn Mabery, the Fund Facilitator, at [dawn@maberyconsulting.com](mailto:dawn@maberyconsulting.com) and/or (202) 670-6659 with questions.

As of August 16, 2012

# TIDES FOUNDATION

## Board of Directors

Incorporation date: 6/4/1976  
Tax exemption date: 01/1977  
State: CA EIN: 51-0198509  
501(c)(3) 509(a)(1)

**DIRECTORS  
(term ends)**



Anne Mosle (2014)  
Chuck Savitt (2015)  
Lisa Hall (2014)  
Lisa Rose (2015)  
Joanie Bronfman (2013)  
Melissa Bradley (ex-officio, nonvoting)

**OFFICERS  
& TITLES**



Anne Mosle, Chair  
Melissa Bradley, CEO  
Nicholas Hodges, Treasurer & Secretary



## Hamilton County Board of Commissioners RESOLUTION

No. 1115-22

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

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

WHEREAS, the Tides Foundation is a duly registered public charity, exempt from federal income taxation under Sections 501(c)3 and 509(a)(1) of the Internal Revenue Code; and

WHEREAS, the NAACP has entered into an Agreement with said Foundation authorizing it to create and operate a Fund to make it possible for the NAACP to raise funds locally for projects which meet the goals of the national NAACP and which are eligible charitable activities for a 501(c)(3) nonprofit organization; and

WHEREAS, Commissioner Greg Beck desires to assist the NAACP in its progress with developing community initiatives and projects by making an appropriation to the Tides Foundation on behalf of the NAACP Collective Action Fund in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), from General Fund discretionary monies, as allotted to District Five; and

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

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

That Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies be appropriated to the Tides Foundation for the NAACP Collective Action Fund, to assist the NAACP in its progress with developing community initiatives and projects.

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

---

November 18, 2015

---

Date

Internal Revenue Service  
District Director

Department of the Treasury

Date: 16 JUN 1982

SF:EO:82-944

Our Letter Dated:  
January 1977

Person to Contact:  
Desk Officer

Contact Telephone Number:  
(415) 356-5353

EIN: 51-0198509

Tides Foundation  
873 Sutter Street, Suite A  
San Francisco, CA 94109

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

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section \*170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section \*170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section \*170(b)(1)(A)(vi) organization.

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

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

Sincerely yours,

  
District Director

\*509(a)(1) and

**Return of Organization Exempt From Income Tax**  
 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.  
 ▶ Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**2014**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

**A For the 2014 calendar year, or tax year beginning** , 2014, and ending ,

<b>B</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	<b>C</b> Tides Foundation Box 29903 San Francisco, CA 94129-0903	<b>D</b> Employer identification number 51-0198509	<b>E</b> Telephone number 415-561-6400
<b>F</b> Name and address of principal officer: <b>Kriss Deiglmeier</b> Same As C Above		<b>G</b> Gross receipts \$ <b>184,809,314.</b>	
<b>I</b> Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'No,' attach a list. (see instructions)	
<b>J</b> Website: ▶ <a href="http://www.tides.org">www.tides.org</a>		<b>H(c)</b> Group exemption number ▶	
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		<b>L</b> Year of formation: 1976 <b>M</b> State of legal domicile: CA	

**Part I Summary**

	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>Tides Foundation's primary exempt purpose is grantmaking. We empower individuals and institutions to move money efficiently and effectively towards positive social change.</u>		
<b>Activities &amp; Governance</b>	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a) .....	<b>3</b>	8
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b) .....	<b>4</b>	8
	<b>5</b>	Total number of individuals employed in calendar year 2014 (Part V, line 2a) .....	<b>5</b>	0
	<b>6</b>	Total number of volunteers (estimate if necessary) .....	<b>6</b>	0
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12 .....	<b>7a</b>	325,696.
	<b>7b</b>	Net unrelated business taxable income from Form 990-T, line 34 .....	<b>7b</b>	-158,043.
<b>Revenue</b>	<b>8</b>	Contributions and grants (Part VIII, line 1h) .....	<b>Prior Year</b>	<b>Current Year</b>
	<b>9</b>	Program service revenue (Part VIII, line 2g) .....	106,210,878.	145,855,176.
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d) .....	602,046.	486,734.
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) .....	7,337,552.	9,361,215.
	<b>12</b>	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) .....	-118,649.	245,212.
	<b>13</b>		114,031,827.	155,948,337.
<b>Expenses</b>	<b>14</b>	Grants and similar amounts paid (Part IX, column (A), lines 1-3) .....	94,105,703.	127,956,654.
	<b>15</b>	Benefits paid to or for members (Part IX, column (A), line 4) .....		
	<b>16a</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) .....		
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e) .....		
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ 425,855.		
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) .....	18,543,728.	12,023,295.
<b>Net Assets or Fund Balances</b>	<b>18</b>	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) .....	112,649,431.	139,979,949.
	<b>19</b>	Revenue less expenses. Subtract line 18 from line 12 .....	1,382,396.	15,968,388.
	<b>20</b>	Total assets (Part X, line 16) .....	<b>Beginning of Current Year</b>	<b>End of Year</b>
	<b>21</b>	Total liabilities (Part X, line 26) .....	150,545,700.	173,413,146.
<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20 .....	8,219,902.	18,815,525.	
			142,325,798.	154,597,621.

**Part II Signature Block**

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

<b>Sign Here</b>	Signature of officer	Date
	<u>Judith Hill</u> Type or print name and title.	CFO/Treasurer

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	<u>Michael Fontanello</u>	<u>Michael Fontanello</u>			<u>P01471027</u>
	Firm's name ▶ <u>Fontanello, Duffield &amp; Otake, LLP</u>	Firm's address ▶ <u>44 Montgomery Street, Suite 1305</u> <u>San Francisco, CA 94104</u>		Firm's EIN ▶ <u>37-1420474</u>	Phone no. <u>(415) 983-0200</u>

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

**Information for Donors  
to the NAACP Collective Action Fund at the Tides Foundation**

Background: The NAACP has entered into an Agreement with the Tides Foundation for the Foundation to create and operate the NAACP Collective Action Fund at the Tides Foundation (“the Fund”). The intent of the Fund is to make it possible for NAACP units to raise funds locally for projects which meet the goals of the national NAACP and which are eligible charitable activities for a 501(c)(3) nonprofit organization. Tides Foundation is a duly registered public charity, exempt from Federal income taxation under Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. The charitable and educational purposes of the Foundation are to promote innovative philanthropic activity, nationally and internationally. The Foundation retains all dominion and control over the funds contributed to the Foundation on behalf of the Fund.

Appropriate uses of the Fund: The fund may be used to fund projects which support the following national NAACP priorities: Healthcare, Climate Justice, Legal Redress, Voting Rights, Non-Partisan Civic Engagement, Education, Economic Justice, Criminal Justice, Media Diversity and the ACT-SO program.

Disallowed uses for the Fund: The Fund does not support any lobbying or partisan activity. The Fund does not support partisan civic engagement or partisan electoral activity. The fund cannot accept funds from government entities.

Grant Award Letters: All grant award letters must indicate that the grant is for the NAACP Collective Action Fund at the Tides Foundation and NOT the name of NAACP branch that solicited the funds. **In fact, all grant award letters must include the following sentence. “... XXX is a grant or a gift in support of the NAACP Local Action Fund, as solicited by the XXX branch # in [location].”** NAACP Local Action Fund, is a collective fund benefiting all branches of the NAACP.

The award letter should mention the Unit number of the branch or conference which solicited the funds. Donors can get the NAACP unit number from the branch or conference which solicited the donation. All branches and conferences have a unique four digit unit number.

All grant award letters should be sent to:

**Kriss Deiglmeier, CEO  
Tides Foundation  
P.O. Box 29903  
San Francisco, CA 94129**

Tax Identification Number: The tax identification number for the NAACP Collective Action Fund at the Tides Foundation is 51-0198509.

Donations to the Fund: Please make checks payable to “Tides Foundation.” Memo line: “NAACP Unit #: \_\_\_\_\_.” Arrangements for wired contributions can be made by contacting Dawn Mabery at [dawn@maberyconsulting.com](mailto:dawn@maberyconsulting.com) and/or (202) 670-6659.

Minimum Donation: The minimum allowable donation to the Fund is \$2,500. Contributions for less than this amount will not be processed and will be mailed back to funder.

Questions: The NAACP branch or conference which is soliciting funds will be able to answer most questions. However, do not hesitate to contact Dawn Mabery, the Fund Facilitator, at [dawn@maberyconsulting.com](mailto:dawn@maberyconsulting.com) and/or (202) 670-6659 with questions.

As of August 16, 2012

# TIDES FOUNDATION

## Board of Directors

Incorporation date: 6/4/1976  
Tax exemption date: 01/1977  
State: CA EIN: 51-0198509  
501(c)(3) 509(a)(1)

**DIRECTORS  
(term ends)**



Anne Mosle (2014)  
Chuck Savitt (2015)  
Lisa Hall (2014)  
Lisa Rose (2015)  
Joanie Bronfman (2013)  
Melissa Bradley (ex-officio, nonvoting)

**OFFICERS  
& TITLES**



Anne Mosle, Chair  
Melissa Bradley, CEO  
Nicholas Hodges, Treasurer & Secretary



## Hamilton County Board of Commissioners

# RESOLUTION

No. 1115-23

A RESOLUTION AMENDING AND EXTENDING THE CONTRACT WITH TENNESSEE VALLEY RAILROAD MUSEUM, INC. ("TVRM") FOR MANAGEMENT OF THE RAIL YARD AND TRACKS AT THE ENTERPRISE SOUTH INDUSTRIAL PARK AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the County, together with the City of Chattanooga ("City"), owns and operates the Enterprise South Industrial Park in Chattanooga (the "ESIP"); and

WHEREAS, the County, through its interlocal agreement with the City of Chattanooga regarding the management of ESIP, is responsible for overseeing the operation and maintenance of the railroad network located within ESIP, which is used to provide railcar storage and freight services for businesses located within ESIP; and

WHEREAS, pursuant to a Request for Proposal issued for experienced railroad operators to manage all aspects of the rail network at ESIP, and by Resolution approved by the Hamilton County Commission on March 19, 2008, the County approved the rail-management proposal submitted by TVRM and entered into the "Agreement for Management of Rail Yard and Tracks (Enterprise South Industrial Park)" effective as of April 1, 2008 (the "2008 Agreement"); and

WHEREAS, the County and TVRM executed a First Amendment to the 2008 Agreement dated January 10, 2011, to extend the term of the 2008 Agreement through March 31, 2016, and to provide for further automatic three (3) year extensions (with the 2008 Agreement and the First Amendment being herein referred to collectively as the "Original Agreements"); and

WHEREAS, in the time since the Original Agreements became effective on April 1, 2008, Volkswagen of America ("VW") has completed the construction of an automobile assembly plant within ESIP, and presently uses freight services

provided under the Original Agreements on a regular basis; additionally, other manufacturers and suppliers within ESIP have increased the demand for freight services within ESIP, with additional growth expected as VW contemplates the expansion of its facility; and

WHEREAS, TVRM has been providing services under the Original Agreements since 2008 and has successfully managed and maintained the rail operations within ESIP as needed to serve the VW automobile manufacturing facility and other industrial facilities which have located to or expanded operations within ESIP; and

WHEREAS, the County and TVRM desire to modify and extend the Original Agreements in order to provide a long-term structure for TVRM to assume expanded responsibilities for operation, management, and maintenance of the rail network at ESIP, as well as the responsibility for the future construction of rail improvements which will be needed to handle the expected additional volume and logistics management arising from growth of the VW facility and other facilities located within ESIP; and

WHEREAS, the County and TVRM desire to enter into this Amended and Restated Agreement to set forth their full and complete understanding regarding the revised rights and obligations of each party with respect to management of rail operations at ESIP.

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

That the Board of Commissioners hereby authorizes the amendment and extension of the contract with Tennessee Valley Railroad Museum, Inc. for management of the rail yard and tracks at the Enterprise South Industrial Park and authorizes the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

Approved:

Vetoed:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
November 18, 2015

\_\_\_\_\_  
Date

**AMENDED AND RESTATED AGREEMENT  
FOR MANAGEMENT OF RAIL YARD AND TRACKS  
(ENTERPRISE SOUTH INDUSTRIAL PARK)**

**THIS AMENDED AND RESTATED AGREEMENT** is entered into as of the \_\_\_ day of \_\_\_\_\_, 2015, by **HAMILTON COUNTY**, a political subdivision of the State of Tennessee (“County”) and the **TENNESSEE VALLEY RAILROAD MUSEUM**, a Tennessee not-for-profit public benefit corporation (“TVRM”).

**RECITALS:**

WHEREAS, the County, together with the City of Chattanooga (“City”), owns and operates the Enterprise South Industrial Park in Chattanooga (the “ESIP”); and

WHEREAS, the County, through its interlocal agreement with the City of Chattanooga regarding the management of ESIP, is responsible for overseeing the operation and maintenance of the railroad network located within ESIP, which is used to provide railcar storage and freight services for businesses located within ESIP; and

WHEREAS, pursuant to a Request for Proposal issued for experienced railroad operators to manage all aspects of the rail network at ESIP, and by Resolution approved by the Hamilton County Commission on March 19, 2008, the County approved the rail-management proposal submitted by TVRM and entered into the “Agreement for Management of Rail Yard and Tracks (Enterprise South Industrial Park)” effective as of April 1, 2008 (the “2008 Agreement”); and

WHEREAS, the County and TVRM executed a First Amendment to the 2008 Agreement dated January 10, 2011, to extend the term of the 2008 Agreement through March 31, 2016, and to provide for further automatic three (3) year extensions (with the 2008 Agreement and the First Amendment being herein referred to collectively as the “Original Agreements”); and

WHEREAS, in the time since the Original Agreements became effective on April 1, 2008, Volkswagen of America (“VW”) has completed the construction of an automobile assembly plant within ESIP, and presently uses freight services provided under the Original Agreements on a regular basis; additionally, other manufacturers and suppliers within ESIP have increased the demand for freight services within ESIP, with additional growth expected as VW contemplates the expansion of its facility; and

WHEREAS, TVRM has been providing services under the Original Agreements since 2008 and has successfully managed and maintained the rail operations within ESIP as needed to serve the VW automobile manufacturing facility and other industrial facilities which have located to or expanded operations within ESIP; and

WHEREAS, the County and TVRM desire to modify and extend the Original Agreements in order to provide a long-term structure for TVRM to assume expanded responsibilities for operation, management, and maintenance of the rail network at ESIP, as well as the responsibility for the future construction of rail improvements which will be needed to handle the expected additional volume and logistics management arising from growth of the VW facility and other facilities located within ESIP; and

WHEREAS, the County and TVRM desire to enter into this Amended and Restated Agreement to set forth their full and complete understanding regarding the revised rights and obligations of each party with respect to management of rail operations at ESIP;

NOW, THEREFORE, in consideration of the premises set forth herein, the sufficiency of which is hereby acknowledged, County and TVRM agree as follows:

1. Term of Agreement. This Amended and Restated Agreement shall take effect upon execution. The present term of the Original Agreements is extended for three (3) months, to June 30, 2016, in order to coincide with the end of the County's fiscal year; and thereafter, unless sooner terminated or extended as set forth herein, the term shall extend for thirty (30) years, through June 30, 2046. TVRM may not enter into any contract with any entity requiring freight service within ESIP which extends beyond the termination date, without the prior written consent of the County.

2. Scope of Responsibilities. TVRM shall be fully responsible for management of all of the following operations within ESIP, and shall be obligated, except as expressly set forth in Subsections 2(c)(ii), 2(d), and 2(e) below, to pay for all operating expenses, improvements, maintenance, debt service and amortization relating thereto:

(a) Railcar Storage and Repair. TVRM shall be in charge of all temporary and long-term storage of railcars within the rail facilities at ESIP, including contractual relationships with all third parties requesting such storage, with these services to include the movement of railcars in and out of storage and the designation of locations where such storage shall take place from time to time. In the event that repairs are needed to railcars located within ESIP, TVRM also shall have exclusive responsibility for such repairs, whether with its own employees and materials, or through subcontracts with other repair shops, as TVRM may determine from time to time in its discretion.

(b) Rail Switching and Freight Operations. TVRM shall be responsible for all rail operations within ESIP for receiving inbound freight from and delivering outbound freight to the Class I rail carriers which service ESIP ("switching"), and shall manage all internal switching and movement of all rail traffic within, entering, or leaving ESIP. TVRM shall be responsible for the contractual relationships with all third parties which request rail switching and/or freight services within ESIP, either for receipt of rail shipments delivered into ESIP, or for the delivery to Class I railroads out of ESIP.

(c) Track Infrastructure Maintenance and Repair.

(i) Routine Maintenance. TVRM shall be responsible at its expense for all maintenance, upkeep, and repair of all railroad track facilities at ESIP, including repairs to broken rails and ties; vegetation control along the tracks and rights-of-way; maintenance of track alignment and surface condition of track and rail bed; and all other routine maintenance obligations, with respect to all of the existing rail network as highlighted in yellow on the map attached as Exhibit A, and new rail facilities added by TVRM in the future under subsection 2(d) below. Such work will be undertaken in accordance with the following standards:

a) TVRM must perform sufficient maintenance and repairs to allow not less than fifteen (15) miles of the existing railroad lines within ESIP to be categorized as “Class I” track or higher in accordance with Federal Railroad Administration (“FRA”) standards, and shall comply with the same standard for all new track added within ESIP by TVRM under subsection 2(d) below. Notwithstanding the foregoing, if any track within ESIP is retired or transferred to third party ownership by an action of the City and County, the mileage thus retired or transferred will reduce the number of miles required to be repaired up to Class I status.

b) Any track within ESIP which is classified as Class II under FRA standards at the time of this Agreement must be maintained at not less than Class II status for the duration of this Agreement.

(ii) Extraordinary Repairs. If any natural disaster or other catastrophic event beyond TVRM’s control (including, without exclusion, flood, earthquake, windstorm, fire, or act of war or terrorism) causes damage to the rail infrastructure of ESIP which requires repair or replacement beyond the routine maintenance and track upgrade obligations described in the foregoing subsection (i), and if such repair work in any single instance is expected to cost more than \$250,000, TVRM and the County agree to cooperate in identifying the responsibility for undertaking such extraordinary repairs and the sources of funding for such repairs above the first Two Hundred Fifty Thousand Dollars (\$250,000) in costs, which shall be borne by TVRM (or the sources of which will be identified and procured by TVRM). In the event of the need for any extraordinary repair costing more than Two Hundred Fifty Thousand Dollars (\$250,000) as contemplated in this section, to the extent that the County funds and performs such repair, this work will be undertaken by the County in accordance with all purchasing and contracting regulations and requirements which normally are applicable to the County’s procurement processes, including any portions of such work funded to the County through TVRM. If TVRM and the County agree that TVRM may undertake some of the repair and restoration work on its own accord up to the expenditure of \$250,000, then County purchasing and contracting regulations may not be applicable, and such will be determined at the time, if ever, that such work becomes necessary.

(d) Rail Network Expansion and Changes.

(i) Responsibility for Expansion. TVRM shall be responsible for adding, relocating, and/or closing rail lines within ESIP such as are necessary to provide freight-hauling services for existing and new businesses located within ESIP, as such requirements shall be determined from time to time by TVRM. TVRM shall also be responsible for all costs incurred in relation to such changes to the rail network within ESIP.

(ii) Expansion Requested by County. If at any time the County or an existing or prospective customer at ESIP requests construction of additional rail lines or extensions, but TVRM does not initially agree to undertake such addition or extension because of the expected cost and lack of certainty of recovering a sufficient financial return on its investment, the County and TVRM shall cooperate in performing an economic analysis of the costs of such work and the expected increase in revenue from switching services which are contractually committed because of such expansion. If the cost cannot be fully amortized over

the remaining term of this Agreement through increased revenue generated from the contractually-obligated new freight switching services arising because of such expansion at a rate which produces not less than a thirteen percent (13%) return to TVRM on the cost of such expansion, then the County can either extend the term of this Agreement to allow for full amortization by TVRM, or can pay for such expansion itself. TVRM cannot be compelled to undertake track expansion at its own expense unless the guaranteed increase in revenue from new switching fees is sufficient to provide at least a thirteen percent (13%) return on said additional cost over the remaining term of this Agreement.

(e) Cooperation on Funding Sources. Hamilton County agrees to regularly cooperate with TVRM and/or with the Hamilton County Railroad Authority to identify, apply for, and pursue all available governmental or private grant funding which can be utilized for track and related infrastructure upgrade, expansion, maintenance, replacement, and repair at ESIP.

3. Annual Fee Payable to County.

(a) Minimum Annual Fee and 4% Gross Revenue Fee. TVRM agrees to pay an annual fee to the County equal to the greater of either: (i) \$140,000, as increased from time to time in accordance with subsection (b) below (the "Minimum Annual Fee"); or (ii) four percent (4.0%) of the gross revenue determined on an accrual basis of TVRM from the services provided to ESIP customers under this Agreement, as adjusted in accordance with subsection (c) below (the "4% Gross Revenue Fee").

(b) Adjustments to Minimum Annual Fee. Commencing on July 1, 2017, and on each July 1 thereafter, the Minimum Annual Fee shall be adjusted annually by the change in the Consumer Price Index as published monthly by the United States Bureau of Labor Statistics, using the index for "United States; All Items; All Urban Consumers; 1982-1984 = 100" (not seasonally adjusted), or the official successor thereto (herein called the "CPI"). The CPI number to use each year in determining any adjustment to the Minimum Annual Fee shall be the CPI published for May of the current year, which shall be compared to the CPI published for May of the prior year (the index number for May is used because the May CPI publication is the last publication made available prior to the end of the fiscal year on June 30). By way of example, if the CPI published for May of 2017 is 246.073 and the CPI published for May of 2016 was 241.087, then the increase in the CPI over that twelve (12) months is  $246.043/241.087$ , or 1.021 percent, and the adjustment to the Minimum Annual Fee for fiscal year 2017 would be  $\$140,000 \times 1.021$  percent, for a new Minimum Annual Fee for the 2017 fiscal year of \$142,940. (Note that the CPI numbers used in this example are hypothetical; the actual numbers published for those months will be different. For a point of reference, the actual CPI number for September, 2015 is 237.945.) Notwithstanding the foregoing, if the annual increase in the CPI exceeds 3.5 percent in any year, the parties shall negotiate in good faith to determine whether the entire increase above 3.5 percent will be applied to the increase of the Minimum Annual Fee for that year.

This CPI-based change in the Minimum Annual Fee shall be cumulative, so that even if the 4% Gross Revenue Fee exceeds the Minimum Annual Fee for any given year, or over any period of successive years, a comparison between the Minimum Annual Fee, as adjusted over time, shall be made to the 4% Gross Revenue Fee for that year, and the higher amount shall be

used for the correct fee for that year. (Note that the Minimum Annual Fee for any upcoming fiscal year can always be determined by multiplying the original Minimum Annual Fee of \$140,000 times the fraction determined by using the CPI for May of the current fiscal year as the numerator, and the CPI for May of 2016 as the denominator. See Example Five in Exhibit B for a detailed example of a possible future fee calculation.)

(c) Adjustments to 4% Gross Revenue Fee. Beginning July 1, 2017, the 4% Gross Revenue Fee shall be calculated by determining all of the gross revenues of TVRM in the prior County fiscal year (determined on an accrual basis) as payment for services rendered in providing any of the services detailed in Section 2 of this Agreement to customers within ESIP, and deducting from such gross revenues (i) the amount of debt service (if any) paid by TVRM during that same twelve (12) month period (including both principal and interest) for capital improvements added within ESIP by TVRM after March 31, 2016, together with (ii) the depreciation amount, as determined on a straight line basis over the useful life of any new fixed-improvement capital asset added to ESIP by TVRM under this Agreement, which are paid for out of TVRM's resources without external borrowing.

(d) Payment Schedule. Commencing with the County's fiscal year beginning on July 1, 2016, TVRM shall pay the Minimum Annual Fee of \$140,000 in equal monthly installments, in arrears at the end of each month. Following the end of the fiscal year on June 30, 2017, TVRM will make a determination as to whether the 4% Gross Revenue Fee exceeds the Minimum Annual Fee for that period, and if it does, the amount of such excess shall be paid to the County before October 1, 2017. For each fiscal year thereafter, TVRM will be required to pay equal monthly installments based on the actual fee (whether the Minimum Annual Fee or the 4% Gross Revenue Fee) payable for the preceding fiscal year, and a reconciliation of the amount owed will be determined prior to the following October 1. If TVRM during the fiscal year has paid an amount which is less than the appropriate Fee for such period, TVRM shall promptly make such reconciliation payment prior to that October 1, and if TVRM during the fiscal year has paid in excess of the required Fee, such excess shall be applied to the installment payments due for the then-current fiscal year. If this Agreement is terminated for any reason, or expires at the end of its term, the parties will reconcile any final calculation either with a payment by TVRM to the County of any additional Fee owed, or a refund by the County to TVRM with any excess payment already made.

TVRM shall also be obligated as of December 31 each year (the midway point in the County's fiscal year) to determine, based on gross revenues and capital costs to that date, whether the 4% Gross Revenue Fee payable for that year is likely to be greater or less than the estimated Fees which TVRM has been paying for the then-current fiscal year. TVRM shall provide such estimate to the County, and if the estimate shows that the total Fee required during that year is expected to fall below the total Fee presently being paid for that year, then TVRM shall adjust its monthly payment downward to match the expected total Fee payable for the year. Similarly, if such estimate shows that the total Fee required for the then-current year is likely to be higher than the total Fee presently being paid for that year, TVRM shall increase its monthly payments to match such higher estimates for the remaining months of the fiscal year.

(e) Examples of Fee Calculations. See Exhibit B for detailed examples of future fee calculations.

4. Verification of Calculation of Fees Payable. TVRM shall continue throughout the term of this Agreement to engage an independent financial auditor, and TVRM will provide the County with annual audited financial statements. Additionally, TVRM will at a minimum provide quarterly operating and financial reports to the County which will include but not be limited to information relative to both switching and storage volumes and revenues in sufficient detail to substantiate fee calculations Subsection 3(c) and 3(d). TVRM shall also include in its reporting a calculation of the Minimum Annual Fee and the 4% Base Revenue Fee prior to the commencement of each fiscal year. Other reporting requirements may be identified during the term of the contract upon mutual agreement. The County shall have the right at any time during the term of this Agreement, but not more than once per year, to request TVRM's auditor to provide an audited financial summary of TVRM's calculation of the Fees calculated and paid by TVRM as required under the foregoing Section 3. TVRM's auditors shall provide all relevant data to the County to demonstrate and verify the calculations made by TVRM, but shall be required (and allowed by the County) to keep as confidential all proprietary information regarding the individual customers of TVRM; the rates charged to and paid by such customers; and all contract terms between TVRM and its customers. The cost of such confirming work by TVRM's auditor to provide information to the County shall be borne by TVRM. The County shall also have the right to engage its own independent auditor for these same purposes, but if the County chooses to do so, it shall bear the expense of retaining such independent auditor, unless the auditor finds that there is more than a two percent (2%) error in calculation of the Fee payable under Section 3 above, in which case the costs of this additional independent auditing work shall be borne by TVRM. Any independent auditor hired by the County shall also be required to enter into a Confidentiality Agreement with TVRM to retain as confidential all customer information and other proprietary information relevant to the operations of any individual customer or business at ESIP or any contractual relationship between such customers and TVRM.

5. Salvage Value. Any rail or other material removed from service on the ESIP rail network by TVRM which meets the then-current acceptable material or performance specifications will be used elsewhere in Hamilton County on any rail system eligible for support from the Hamilton County Rail Authority, or will be sold by TVRM with the proceeds used for further improvements either to the ESIP rail network or otherwise within Hamilton County on systems eligible for support from the Hamilton County Rail Authority. The records of those transactions will be provided to the County for review at the time of any such transaction and incorporated in the reporting as required in Section 4.

6. Participation in Future Financing by County. Nothing in this Agreement shall be construed to obligate the County, or any agency or entity of the County, to participate in any future financing or debt placement by TVRM in relation to the financing of improvements or operations by TVRM under this Agreement. Should the County at any point in the future choose to participate in any such financing, any loan or debt created in relation thereto will require a new and separate agreement detailing such funding.

7. Ownership of Improvements. All improvements made to the rail network will become the jointly-owned property of the City of Chattanooga and Hamilton County, unless otherwise specifically agreed by the City and County in writing.

8. Property Taxes. TVRM shall be responsible for payment of all property taxes on the rail infrastructure and rail equipment within ESIP which are assessed by the Tennessee Office of State Assessed Properties and owed to the City of Chattanooga and Hamilton County.

9. Notices. All written notices required or permitted under this Agreement shall be sent by registered mail, by overnight courier with verified delivery, or by in-person delivery by hand to the persons and addresses set forth below, which may be modified from time to time by either party by delivery of written notice to the other party identifying the details of the new addressee and/or address for notice.

Each written notice from TVRM to the County shall be sent to:

Hamilton County Government  
ATTENTION: County Mayor  
625 Georgia Avenue, Suite 208  
Chattanooga, TN 37402  
Phone: 423-209-6105

With a copy to Hamilton County Attorney's Office:

Hamilton County Government  
ATTENTION: County Attorney  
625 Georgia Avenue, Suite 204  
Chattanooga, TN 37402

Each written notice to TVRM shall be sent to:

Tennessee Valley Railroad Museum  
ATTENTION: President  
4119 Cromwell Road  
Chattanooga, TN 37421  
Phone: 423-894-8028 / Fax: 423-894-8029

With a copy to:

Miller & Martin PLLC  
ATTENTION: Allen L. McCallie  
Suite 1200, Volunteer Bldg.  
832 Georgia Avenue  
Chattanooga, TN 37402-2289

10. Force Majeure. Notwithstanding any provision to the contrary contained herein, in the event that County or TVRM shall be delayed or hindered in or prevented from the performance of any act (other than TVRM's obligation to make any payment hereunder) by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war,

terrorism, act of God, inclement weather, flood, landslide or earth movement, or any other reason beyond its reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds shall not be deemed to be a cause beyond control of either party.

11. Insurance. Throughout the term of the contract and in order to protect Hamilton County and the City of Chattanooga from any damage, loss, claim or litigation, including losses relating to environmental liability exposures, TVRM shall procure and maintain at its own expense, the following insurance coverages against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by TVRM, its agents, representatives, employees, or subcontractors.

(a) Commercial General Liability Insurance (if applicable and underwritten separately from Railroad Liability Insurance (RLI) policy): \$2,000,000 per occurrence for property damage and bodily injury covering the operation of employees and agents for the contracted operations as well as civil rights claims, preferably on an occurrence rather than a claims-made basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Coverage
- (vii) Personal Injury

(b) Railroad Liability Insurance (RLI): \$15,000,000 per occurrence/\$30,000,000 Aggregate with Federal Employers' Liability Act (FELA), or Tennessee Workers' Compensation insurance, as may be required from TVRM and as detailed in subsection 11(d) below, no auto exclusion above underlying \$1,000,000 primary coverage, foreign rolling stock and bill of lading coverage.

(c) Business Automobile Liability Insurance: \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(d) Workers' Compensation and Employers' Liability Insurance: Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

(e) Subcontractors' Railroad Protective Liability Insurance (RPLI): TVRM is responsible for requiring that any/all subcontractors retained by TVRM for construction, maintenance, or miscellaneous work on infrastructure within ESIP, must obtain and maintain Railroad Protective Liability Insurance coverage during the term of any such project, with a policy providing coverage of not less than \$5,000,000 per occurrence/\$10,000,000 aggregate, limited to the specific term, location, and nature of the project (ISO coverage form, preferably written on an occurrence basis). Such policy shall name the County, City, and TVRM as additional insureds, and a copy of the Certificate of Insurance will be provided to the County prior to the commencement of any such work, for approval by the County Risk Manager.

Hamilton County and the City of Chattanooga shall be listed as an additional insured on the above required liability (CGL/RLI/RPLI) insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of thirty (30) days cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated A10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

12. Hold Harmless. TVRM, and any subsidiaries or affiliates, shall indemnify, hold harmless and pay all costs of defense and damages for Hamilton County, the City of Chattanooga, their agents and employees, against any and all liability damage, loss, claims, including Civil Rights Claims, and expenses which may accrue and be sustained by or threatened against the County or its Commissioners, the City or its Council Persons, agents and employees on account of any claim, suit or action made or brought against the County, the City, their agents, Commissioners, Councilors, or employees for the death of or injury to any person or property for damages to any and all persons or property arising in whole or in part from any and all acts or omissions, whether negligent or otherwise, of TVRM, the officers, agents, employees, authorized persons of TVRM and those on the premises with TVRM's permission or for whose acts the County and/or City may be liable.

It is hereby agreed that this provision is intended to and does indemnify and hold harmless the County and the City of Chattanooga against any liability caused by or resulting from the acts of TVRM and subcontractors, its employees, officers, students, volunteers, or anyone for whose acts TVRM may be liable.

13. Default; Termination for Cause. If either party fails to perform its obligations hereunder, then the other party may terminate this Agreement after giving not less than ninety (90) days' notice and right to cure, unless within such ninety (90) day period the event of default is corrected, or the defaulting party has commenced cure of the default and pursues such cure diligently until completion, even if such completion shall require more than ninety (90) days. Events of Default include but are not limited to:

(a) The occurrence of insolvency in respect of a party;

(b) The failure to effect and maintain any insurance required to be effected and maintained by TVRM in accordance with this Agreement;

(c) Where any Fee (whether Minimum Annual Fee or 4% Gross Revenue Fee) or other cost payable by TVRM in accordance with this Agreement is in arrears and unpaid for thirty (30) Business Days after they have become due and payable.

14. Conflicts of Interest. TVRM warrants that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, gifts or other valuable consideration in exchange for giving favorable consideration, approval, or other advocacy on behalf of TVRM for the award of this Agreement, or for any other involvement in the performance of this Agreement or any services to be provided under this Agreement. TVRM and its officers shall annually execute an agreed upon Conflict of Interest form to assure continuing compliance with this section.

15. Nondiscrimination. The County and TVRM hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the County or TVRM on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

16. County Liability. The County shall have no liability except as specifically provided in this Agreement.

17. State and Federal Compliance. TVRM and the County shall comply with all applicable State and Federal laws and regulations in the performance of this Agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. TVRM 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 Agreement.

19. Completeness. This Agreement 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 Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

20. Severability. If any terms and conditions of this Agreement 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 Agreement are declared severable.

21. Material Change. "Material Change" means a change in federal, state, or local taxes, or a Change in Law; or a material change in the business and economic assumptions which underlie TVRM's agreement to undertake the obligations set forth in this contract, primarily

referencing a material reduction in the volumes of railcar storage, railcar switching, or other rail freight services requested from TVRM by customers within ESIP.

(a) Adjustment for a Material Change. If at any time after the date of this Agreement a Material Change occurs which affects TVRM in performing its obligations under this Agreement, TVRM may notify the County giving details of the Material Change.

(b) Negotiation in Good Faith. Within ten (10) business days after receipt of a notice the parties shall meet and negotiate in good faith any appropriate adjustments to this Agreement in order to return both parties to the positions they would have been, had it not been for the Material Change.

22. Obligation to Continue Performance. TVRM shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, adjustment for Material Change, claim, appeal, or action arising or relating to the Agreement.

23. Assignment to Affiliated Entity. TVRM shall have the right to assign its rights and obligations under this Agreement (and any amendment thereto) to any subsidiary or affiliate entity of TVRM, provided that such entity is owned and/or majority controlled by TVRM upon prior notification and by mutual agreement in writing.

24. Future Modification. This Agreement can be modified by mutual agreement of TVRM and the County.

IN WITNESS WHEREOF, this Agreement has been executed on the day first above written.

**HAMILTON COUNTY, TN**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENNESSEE VALLEY RAILROAD MUSEUM**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**



**ESIP Rail Network**

Printed: Jan 23, 2015

*Yellow-ESIP, Blue-VW, Red & Green-NS and CSX*

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

**HCGIS**

## **EXHIBIT B**

### **EXAMPLES OF CALCULATION OF ANNUAL FEE**

#### **Example One:**

If after the close of the fiscal year ending on June 30, 2017, it is determined that the 4% Gross Revenue Fee as calculated in arrears for that fiscal year would require a total payment of \$152,000, and if during that period TVRM had paid only the \$140,000 Minimum Annual Fee, then TVRM would be required to pay the difference (in this example, \$12,000) before October 1, 2017. Also at the beginning of the County's fiscal year on July 1, 2017, if it is determined that the CPI adjustment to the Minimum Annual Fee for that upcoming fiscal year is 2.1 percent, the Minimum Annual Fee for that fiscal year would thus be determined as  $(\$140,000 \times 1.021) = \$142,940$ . Because the 4% Gross Revenue Fee for the previous fiscal year is higher than the newly-calculated Minimum Annual Fee for the present fiscal year, the monthly payments to be made in arrears for the fiscal year 2017/2018 would be  $\$152,000 \div 12 = \$12,666.67$  per month.

#### **Example Two:**

Assume using the same facts as in Example One, except as of December 31, 2017, TVRM determines that there has been a reduction in freight traffic at ESIP during the first six (6) months of the fiscal year, creating the likelihood that the 4% Gross Revenue Fee for that fiscal year will fall below the \$152,000 paid for the previous fiscal year. In such circumstance, TVRM is entitled to adjust the monthly fee downward to the level estimated to be payable for the remainder of the fiscal year, but such payments cannot be set at a rate lower than the annual total of \$142,940 that would be owed for that fiscal year using the adjusted Minimum Annual Fee for that year.

#### **Example Three:**

Assume that after the end of the tenth (10<sup>th</sup>) year, the CPI-based increase in the Minimum Annual Fee over that ten (10) year period has raised the Minimum Annual Fee to \$160,000. Also assume at the end of that fiscal year, the gross revenue generated from operations at ESIP totals \$4.8 million, and that TVRM has financed \$1 million in capital improvements with a loan payable on a twenty (20) year amortization schedule at five percent (5%) interest, and requiring annual amortization payments totaling \$79,200 per year. Under these facts, the Minimum Annual Fee of \$160,000 would be compared to the 4% Gross Revenue Fee, calculated by deducting the debt service amortization payment of \$79,200 from the total gross revenue of \$4,800,000, leaving net revenue of \$4,720,800. At the percentage rate of four percent (4%), the 4% Gross Revenue Fee for that fiscal year would total \$188,832, which would be then established as the correct Fee to be paid for that fiscal year, since the 4% Gross Revenue Fee exceeds the Minimum Annual Fee for that year. That amount would also serve as the basis for calculation of the Fee for the next fiscal year.

#### **Example Four:**

Assume all of the same facts as Example Three, except that in this same year, TVRM also acquires electronic signaling equipment with a useful life of five (5) years, and pays for that purchase with \$200,000 in cash, and with no additional borrowing. The calculation of the 4% Gross Revenue Fee would be the same as in Example Three, except that the total expense for this equipment (\$200,000) would be allocated over its useful life of five (5) years at \$40,000 per year. Accordingly, the gross revenue would be reduced not only by the \$79,200 debt service, but also by the \$40,000 in depreciation of the new signaling equipment, leaving net revenue of \$4,680,800, which at four percent (4%) would yield a 4% Gross Revenue Fee for that year of \$187,232, which would still be in excess of the Minimum Annual Fee for that year of \$160,000, and would thus be the appropriate Fee to be paid for that year.

#### **Example Five:**

Assume that for the fiscal years beginning July 1, 2019 and running through June 30, 2030, the volume of business conducted by TVRM within ESIP is very good, resulting in the 4% Gross Revenue Fee exceeding the Minimum Annual Fee each year, meaning that TVRM payments are thus made to the County throughout that period based on the 4% Gross Revenue Fee. Then, in the fiscal year for 2031, the volume of work and the revenue generated by the services provided by TVRM within ESIP fall dramatically, for whatever reason. The Minimum Annual Fee for the 2031 fiscal year commencing on July 1, 2030, can be determined by multiplying the original Minimum Annual Fee of \$140,000 by a fraction, the numerator of which is the CPI for May of 2030, and the denominator of which is the CPI for May of 2016. If the 4% Gross Revenue Fee falls to a point where it is then below the Minimum Annual Fee projected for the 2031 fiscal year, then the Minimum Annual Fee would become the correct fee to pay for fiscal year 2031.



## Hamilton County Board of Commissioners RESOLUTION

No. 1115-24

A RESOLUTION AUTHORIZING PAYMENT FOR THE ACQUISITION OF RIGHTS-OF-WAY REQUIRED FOR THE CONSTRUCTION OF THE OOLTEWAH-GEORGETOWN ROAD, MOUNTAIN VIEW ROAD AND BLANCHE ROAD INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$23,900 OF WHICH 80 PERCENT OF THE COST WILL BE REIMBURSED TO HAMILTON COUNTY BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND 20 PERCENT MATCH TO BE PAID BY HAMILTON COUNTY.

WHEREAS, Resolution No. 712-25 was approved by this Legislative Body on July 18, 2012, for Agreement No. 120084 with the Tennessee Department of Transportation for the improvement of the intersection at Ooltewah-Georgetown Road, Mountain View Road and Blanche Road; and,

WHEREAS, in order to facilitate construction of intersection improvements, rights-of-way acquisitions from Bobby Joe and Norma K. Frazier (\$9,350), Edward V. and Billie J. Harvey (\$1,650) Tri-Community Volunteer Fire Department c/o Duane Pitts, Fire Chief (\$12,900) are required; and,

WHEREAS, the rights-of-way documents and costs have been reviewed by representatives of the Hamilton County Real Property Office and are in accordance with the requirements of the State of Tennessee; and,

WHEREAS, Eighty (80) percent of costs will be reimbursed to Hamilton County by the Tennessee Department of Transportation per agreement No. 120084 and 20 percent match to be paid by Hamilton County.

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

That authorization of payment for the acquisition of rights-of-way necessary for construction of the Ooltewah-Georgetown Road, Mountain View Road and

Blanche Road intersection improvements is approved in the amount of \$23,900 of which 80 percent will be reimbursed to Hamilton County by the Tennessee Department of Transportation and 20 percent match paid by Hamilton County.

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

November 18, 2015

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 1115-25

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A \$460,000 LOCAL PARKS AND RECREATION FUND GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION TO DEVELOP HORSE TRAILS AT ENTERPRISE SOUTH NATURE PARK AND TO SIGN ANY AND ALL GRANT-RELATED CONTRACTS AND DOCUMENTS.

WHEREAS, TDEC has awarded Hamilton County an LPRF grant to build the County's first public horse trails in Enterprise South Nature Park; and,

WHEREAS, The project will include 10 miles of trails as well as parking and waterless restrooms; and,

WHEREAS, The \$460,000 grant includes a \$230,000 match which will be shared equally by the City and County; and,

WHEREAS, County matching funds will come from bond funds and are contingent upon City matching funds; and,

WHEREAS, The horse trails project received strong public support during the park's original master planning process and again during preparation of the grant application; and

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

The County Mayor is hereby authorized to accept a \$460,000 Local Parks and Recreation Fund grant from the Tennessee Department of Environment and Conservation to develop horse trails at Enterprise South Nature Park and to sign any and all grant-related contracts and 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

November 18, 2015

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1115-26

A RESOLUTION ACCEPTING THE BID OF PRATER FORD, INC. FOR MID-SIZE AND SMALL UTILITY VEHICLES FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for mid-size 4X4 utility vehicles for the Assessor of Property (2), Sheriff’s Office (2) and Emergency Services (1) and small 4X4 utility vehicles for Building Inspection (1) and Enterprise South Nature Park (1) and 4X2 small utility vehicles for Chester Frost Park (1) and the Health Department (1); and,

WHEREAS, the bid from Prater Ford, Inc. amounting to \$27,596.74 for the mid-size utility vehicle, \$22,665.74 for the small 4X4 utility vehicle and \$19,426.74 for the small 4X2 utility vehicle was considered to be the lowest and best bid received; and,

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

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

That the bid of Prater Ford, Inc. for mid-size and small utility vehicles is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contacts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

November 18, 2015

\_\_\_\_\_  
Date

Replacement Vehicles:

Health Department:

2008 Chevrolet Equinox

Tag#: GY-6945

Mileage: 192,304

Building Inspection:

2000 Jeep Cherokee

Tag#: GT-8672

Mileage: 139,859

Recreation - Chester Frost Park:

2001 Chevrolet Impala

Tag#: GV-5602

Mileage: 157,777

Recreation – Enterprise South Nature Park:

2002 Ford F-150

Tag#: GV-1642

Mileage: 155,000

Emergency Services:

2004 Chevrolet Impala

Tag#: GV-2746

Mileage: 166,546

Assessor of Property:

2007 Ford Explorer

Tag#: GY-0627

Mileage: 195,000

2008 Ford Explorer

Tag#: GY-6996

Mileage: 218,000

Sheriff's Office:

2008 Chevrolet Impala

Tag#: GY-7984

Mileage: 168,876

2008 Chevrolet Impala

Tag#: GY-5467

Mileage: 177,289

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for new and unused, current (2016) model year, mid-size and small utility vehicles. Vehicles shall be equipped with all standard manufacturers' equipment for the model bid. Any deviations from the specifications shall be provided in detail. Bid pricing must include shipping/delivery to Chattanooga, Tennessee. The vehicles shall meet or exceed the following specifications.

**BID SUBMISSION REQUIREMENTS:**

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

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#1015-048: Utility Vehicles". Any sealed envelope(s) enclosed within this envelope / package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid #1015-048: Utility Vehicles from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**CONTACTS:**

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

**DETAILED BID SPECIFICATIONS – 4X4 Mid-Size Utility Vehicle:**

Items found in this section set forth the County’s minimum expectations for new and unused, current year model, **4X4 Utility Vehicles** sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

**Note:** *If quoting more than one make/model of vehicle, a separate vendor/manufacturers’ specification sheet must be provided for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

<b>MID-SIZE 4X4 UTILITY VEHICLE SPECIFICATIONS – MUST MEET OR EXCEED</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
<b>Engine Size:</b> V- 6 Gasoline			
<b>Drive Train:</b> Four wheel drive			
<b>Wheelbase:</b> 112” – 116”			
<b>Cargo Capacity:</b> 43 cu.ft. minimum with 2 <sup>nd</sup> seat up			
<b>Alternator:</b> 130 amp minimum			
<b>Fuel Tank:</b> Minimum 18 gallons			
<b>Exterior Color:</b> To be determined			
<b>Interior Color:</b> State Colors for model bid			
<b>Radio:</b> AM/FM Stereo w/CD			
<b>Tires:</b> Five (5) full size 245/65Rx17 all terrain			
<b>Wheels:</b> 17” minimum, Aluminum or Styled Steel			
<b>Shock Absorbers:</b> Heavy Duty			
<b>Glass:</b> Privacy Glass			
<b>Instrumentation:</b> Full instrumentation to include climate indicator/outside temperature.			

Bid#: 1015-048 - Utility Vehicles  
Hamilton County, Tennessee

MID-SIZE 4X4 UTILITY VEHICLE SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Payload Capacity:</b> 1000 lbs. minimum			
<b>Transmission:</b> Minimum 6-speed Automatic			
<b>Passenger Capacity:</b> Minimum 5 passenger w/o third seat			
<b>Bumpers:</b> Front and rear bumpers color coded to vehicle color			
<b>Mirrors:</b> Dual Outside Mirrors, power-adjustable			
<b>Power Windows &amp; Door Locks:</b> Front & rear required			
<b>Brakes:</b> 4-wheel antilock heavy duty power brakes (ABS)			
<b>Flooring:</b> Carpet w/rubber floor mats			
<b>Seats:</b> Front Bucket seats w/floor console and additional power points			
<b>Overhead Console:</b> Storage w/light			
<b>Vehicle Cab Height:</b> Minimum 70 inches			
<b>Ground Clearance:</b> 7.8 inches minimum			
<b>Rear Lift gate:</b> One piece rear lift gate/door			
<b>Coolers:</b> Auxiliary transmission & engine oil coolers			
<b>Parking Brake:</b> Foot operated/hand released parking brake			
<b>Hood Release:</b> Remote			
<b>Windshield Wipers:</b> Intermittent / variable front & rear			
<b>Air Conditioning:</b> Front & Rear factory installed			
<b>Doors:</b> Four (4) doors			
<b>Towing Package:</b> Minimum 5,000 lbs. w/ 7 point connector w/ hitch-receiver			
<b>Include Manufacturer's Vehicle Spec Sheet with bid</b>			
<b>All Standard Equipment furnished by Manufacturer</b>			

<b>MID-SIZE 4X4 UTILITY VEHICLE SPECIFICATIONS – MUST MEET OR EXCEED</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
<b>Include Manufacturer’s warranty information with bid (Basic, Powertrain, etc.</b>			

**Vehicle Purchase Estimate: Five (5) Mid-Size 4X4 Utility Vehicles**

**Pricing:**

- A. Make/Model: \_\_\_\_\_
- B. Bid Price (EA): \_\_\_\_\_
- C. Delivery: \_\_\_\_\_
- D. Terms: \_\_\_\_\_

**Bid Submitted By:**

- Company Name:** \_\_\_\_\_
- Contact Name:** \_\_\_\_\_
- Contact Title:** \_\_\_\_\_
- Contact Phone:** \_\_\_\_\_
- Contact Email:** \_\_\_\_\_

**DETAILED BID SPECIFICATIONS: 2016 4x4 Small Utility Vehicles**

Items found in this section set forth the County’s minimum expectations for the new and unused 4X4, four (4) door, five (5) passenger, **Small Utility Vehicles** sought through this bid document. Each item in each of the following categories **must be completed**. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

**Note:** *If quoting more than one make/model of vehicle, a separate form must be completed for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

<b><u>SMALL 4X4 UTILITY VEHICLES</u></b> <b>SPECIFICATIONS – MUST MEET OR EXCEED</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
<b>Gasoline Engine:</b> 1.6 L EcoBoost or V-6 / 240 Horsepower			
<b>Wheel Base:</b> 105.9 inches			
<b>Cargo Capacity:</b> behind front seat 67.2/66.4 – behind rear seat 31.4/30.9			
<b>Alternator:</b> Standard			
<b>Fuel Tank:</b> 15.5 minimum			
<b>Radio:</b> AM/FM stereo radio w/CD player			
<b>Wheels / Tires:</b> Four (4) standard size w/temporary spare			
<b>Windows:</b> Power with tinted glass all sides and rear window			
<b>Full Instrumentation:</b> To include climate indicator / outside temperature			
<b>Transmission:</b> Minimum 6- speed automatic			
<b>Bumpers:</b> Front and rear			
<b>Mirrors:</b> Driver / passenger / Electronic control			
<b>Door Locks:</b> Power			
<b>Floor:</b> Carpet w/factory floor mats			
<b>Driver’s Seat:</b> Height adjustable driver’s seat – will consider manual or power options (please specify type in comments)			

<b><u>SMALL 4X4 UTILITY VEHICLES</u></b> <b>SPECIFICATIONS – MUST MEET OR EXCEED</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
<b>Drivers Power Seat Option:</b> Price separately as option if not standard equipment and available as an option			
<b>Bucket Seats:</b> Front bucket seats with floor console and additional power points			
<b>Ground Clearance:</b> Minimum 7.9 / 8.0 inches.			
<b>Parking Break:</b> Foot operated or hand released parking brake			
<b>Windshield wipers:</b> Intermittent / variable windshield wipers front and rear			
<b>Doors:</b> Four (4) doors			
<b>Air Conditioning:</b> Factory installed			
<b>Color:</b> To be determined at time of order			
<b>Remote Keyless Entry:</b> Remote Keyless Entry (2 keys with 2 each key fob transmitters) or digital pad power door locks			
<b>All standard equipment furnished by manufacturer</b>			
<b>Include Manufacturer’s Warranty Information with bid (Basic, Powertrain, etc.)</b>			
<b>Include Manufacturer’s Vehicle Spec Sheet with bid</b>			

**Vehicle Purchase Estimate: Three (3) Small 4X4 Utility Vehicles**

**Pricing:**

- A. Make/Model: \_\_\_\_\_
- B. Bid Price (EA): \_\_\_\_\_
- C. Delivery: \_\_\_\_\_
- D. Terms: \_\_\_\_\_

Bid#: 1015-048 - Utility Vehicles  
Hamilton County, Tennessee

**Bid Submitted By:**

**Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**DETAILED BID SPECIFICATIONS: 2016 Front Wheel Drive - Small Utility Vehicle**

Items found in this section set forth the County’s minimum expectations for the new and unused front wheel drive, five (5) passenger, **Small Utility Vehicle** sought through this bid document. Each item in each of the following categories **must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle** meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

**Note:** *If quoting more than one make/model of vehicle, a separate form must be completed for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

<b>SMALL UTILITY VEHICLE SPECIFICATIONS – MUST MEET OR EXCEED</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
<b>Gasoline Engine:</b> 2.5 L or V-6 / 240 Horsepower			
<b>Wheel Base:</b> 105.9 inches			
<b>Cargo Capacity:</b> behind front seat 67.2/66.4 – behind rear seat 31.4/30.9			
<b>Alternator:</b> Standard			
<b>Fuel Tank:</b> 15.5 minimum			
<b>Radio:</b> AM/FM stereo radio w/CD player			
<b>Wheels / Tires:</b> Four (4) standard size w/temporary spare			
<b>Windows:</b> Power with tinted glass all sides and rear window			
<b>Full Instrumentation:</b> To include climate indicator / outside temperature			
<b>Transmission:</b> Minimum 6- speed automatic			
<b>Bumpers:</b> Front and rear			
<b>Mirrors:</b> Electronic control driver and passenger			
<b>Door Locks:</b> Power			
<b>Carpet:</b> Floor w/factory floor mats			
<b>Driver’s Seat:</b> Height adjustable driver’s seat – will consider manual or power options (please specify type in comments)			

<b>SMALL UTILITY VEHICLE SPECIFICATIONS – MUST MEET OR EXCEED</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
<b>Drivers Power Seat Option:</b> Price separately as option if not standard equipment and available as an option			
<b>Bucket Seats:</b> Front bucket seats with floor console and additional power points			
<b>Ground Clearance:</b> Minimum 7.9 / 8.0 inches.			
<b>Parking Break:</b> Foot operated or hand released parking brake			
<b>Windshield wipers:</b> Intermittent / variable windshield wipers front and rear			
<b>Doors:</b> Four (4) doors			
<b>Air Conditioning:</b> Factory installed			
<b>Color:</b> To be determined at time of order. Include color selections with bid.			
<b>Remote Keyless Entry:</b> Remote Keyless Entry (2 keys with 2 each key fob transmitters) or digital pad power door locks			
<b>All standard equipment furnished by manufacturer</b>			
<b>Include Manufacturer's Warranty Information with bid (Basic, Powertrain, etc.)</b>			
<b>Include Manufacturer's Vehicle Spec Sheet with bid</b>			

**Vehicle Purchase Estimate: One (1) Small Utility Vehicle**

**Pricing:**

- A. Make/Model: \_\_\_\_\_
- B. Total Bid Price: \_\_\_\_\_
- C. Delivery: \_\_\_\_\_
- D. Terms: \_\_\_\_\_

Bid#: 1015-048 - Utility Vehicles  
Hamilton County, Tennessee

**Bid Submitted By:**

**Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

## AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

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

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

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

CNGP530

VEHICLE ORDER CONFIRMATION

10/22/15 16:10:08

==>

Dealer: F21422

2016 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0000 Priority: M2 Ord FIN: QA471 Order Type: 5B Price Level: 635

Ord Code: 100A Cust/Flt Name: HAMILTON CO PO Number:

RETAIL

RETAIL

K8B 4DR 4WD BASE \$33050

SP FLT ACCT CR

.112.6" WB

FUEL CHARGE

YZ OXFORD WHITE

B4A NET INV FLT OPT NC

7 CLOTH BUCKET

PRICED DORA NC

L MED LT CAMEL

DEST AND DELIV 945

100A EQUIP GRP

TOTAL BASE AND OPTIONS 34640

.18" PNTD ALUM

TOTAL 34640

998 .3.5L V6 TIVCT NC

\*THIS IS NOT AN INVOICE\*

44C 6-SPD AUTO TRAN NC

.P245/60R18 A/S

16N ALL WTHR MATS 75

52T TRAILER TOW 570

SLCT SHFT TRANS

FLEX FUEL

SP DLR ACCT ADJ

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00257

fmcdealr@Jerry-PC

Oct 22, 2015 4:10:14 PM

CNGP530

VEHICLE ORDER CONFIRMATION

10/21/15 16:18:39

==>

Dealer: F21422

2016 ESCAPE

Page: 1 of 1

Order No: 0000 Priority: M1 Ord FIN: QA471 Order Type: 5B Price Level: 635

Ord Code: 200A Cust/Flt Name: HAMILTON CO PO Number:

	RETAIL		RETAIL
U9G SE 4WD	\$27540	TOTAL BASE AND OPTIONS	\$28435
.105.9" WB		SYNC AND SOUND DISCOUN	(490)
YZ OXFORD WHITE		TOTAL	27945
7 CLOTH BUCKETS		*THIS IS NOT AN INVOICE*	
L MED LIGHT STONE			
200A EQUIP GRP			
99X .1.6L ECOBOOST	NC		
446 .6-SPD AUTOTRANS	NC		
JOB #2 ORDER			
SP DLR ACCT ADJ			
SP FLT ACCT CR			
FUEL CHARGE			
B4A NET INV FLT OPT	NC		
PRICED DORA	NC		
DEST AND DELIV	895		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
 F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC002571

fmcdealr@Jerry-PC  
 Oct 21, 2015 4:18:45 PM

CNGP530

VEHICLE ORDER CONFIRMATION

10/22/15 16:05:56

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Dealer: F21422

2016 ESCAPE

Page: 1 of 1

Order No: 0000 Priority: M2 Ord FIN: QA471 Order Type: 5B Price Level: 635

Ord Code: 100A Cust/Flt Name: HAMILTON CO PO Number:

RETAIL

RETAIL

U0F S FWD \$23590

TOTAL BASE AND OPTIONS\$24485

.105.9" WB

SYNC AND SOUND DISCOUN (490)

YZ OXFORD WHITE

TOTAL 23995

7 CLOTH BUCKETS

\*THIS IS NOT AN INVOICE\*

B CHARCOAL BLACK

100A EQUIP GRP

997 .2.5L I-4 ENGINE NC

446 .6-SPD AUTOTRANS NC

JOB #2 ORDER

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00257

fmcdealr@Jerry-PC

Oct 22, 2015 4:06:02 PM



**Hamilton County, Tennessee On-Line Bid Administration System**



Help

FAQ

[Log Out](#)

Logged in as: lindac@mail.hamiltontn.gov  
Role: Client

[Home](#)

[Solicitations](#)

[Vendors](#)

[Reports](#)

[Setup](#)

[Events](#)

[Categories](#)

[Documents](#)

[Questions](#)

[Bidders](#)

[Bids](#)

[Log](#)

**Solicitation - Log**

10/16/2015 8:05 AM Eastern

Solicitation Title: Small & Mid-size Utility Vehicles

Number: 1015-048

Bids Due: 10/27/2015 10:30:00 AM Eastern

Status: Open

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

Message Summary

Message Detail

Document Detail

**Message Summary**

export



print



Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
10/16/2015 8:03:42AM	Eastern	Linda Chumbler	<a href="#">1015-048 - Small &amp; Mid-size Utility Vehicles</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	192	6

**Please run the attached ad on October 16, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for new and unused, current year model, small and mid-size utility vehicles will be opened at 10:30 AM (ET) on October 27, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Gail B. Roppo**  
Director of Purchasing



Utility Vehicles  
 October 27, 2015

Purchasing Department  
 10:30 A.M.

Vendors:	Prater Ford	Sam Swope
	Inc.	Auto Group
4X4 Mid-Size Utility Vehicle:	\$27,596.74	No Bid
Make/Model:	2016 Ford Explorer	
4X4 Small Utility Vehicle:	\$22,665.74	\$26,568.00
Make/Model:	2016 Ford Escape SE	2016 Jeep Cherokee
4X2 Small Utility Vehicle:	\$19,426.74	\$21,076.00
Make/Model:	2016 Ford Escape S	2016 Jeep Cherokee
Delivery:	10-12 Weeks	90-125 days
Terms:	C.O.D.	Net 30

Request For Bids:	
Newspaper Ad:	10/16/2015
Vendor Notification:	192
Vendor Response:	2
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1115-27

A RESOLUTION ACCEPTING THE BIDS OF MIDDLE TENNESSEE TURF, INC. AND SITEONE LANDSCAPE SUPPLY FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING DECEMBER 4, 2015, THROUGH DECEMBER 3, 2016, FOR SOD FOR THE RECREATION DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for sod for the Recreation Department; and,

WHEREAS, the bids from Middle Tennessee Turf, Inc. and SiteOne Landscape Supply were considered to be the lowest and best bids received; and,

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

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

That the bids of Middle Tennessee Turf, Inc. and SiteOne Landscape Supply for one (1) year contract pricing, beginning December 4, 2015, through December 3, 2016, for sod for the Recreation Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

November 18, 2015

\_\_\_\_\_  
Date

**BID SPECIFICATIONS FOR  
BERMUDA AND FESCUE SOD**

Hamilton County, Tennessee is soliciting bids for Bermuda and Fescue Sod. The purpose of this bid is to establish a contract price that will be good for a one (1) year period from time bid is awarded. Sod will be ordered on an as needed basis.

**Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 p.m. (ET) on October 28, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 1015-049: Bermuda & Fescue Sod". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label

**NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid #1015-049: Bermuda & Fescue Sod from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**Minimum Limits of Insurance**

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:

- a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
- a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

**Award of Bid:** While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

*Note: Upon award of the contract, it is the responsibility of the bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.*

**Contract Termination:** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.

**Completion of the Authorization to Bind Form:** Please complete and sign the attached Authorization to Bind form.

Bid#1015-049 Bermuda & Fescue Sod  
Hamilton County, TN

**Contacts:**

Questions concerning product specifications should be directed to Mr. Steve Wilson, Facilities Superintendent, Parks and Recreation, at 423-842-0177.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at 423-209-6350 or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov).

**Specifications:**

Any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment.

**Any pallet deposit charges or spool deposits must be listed separately and not included in the square foot price.**

**All sod must be covered while transporting and must arrive at the jobsite in healthy condition. Each pallet should contain 504 sq. ft. of sod and must be properly and neatly stacked on the pallets to not cause damage while loading or unloading. Sod pieces should be sufficiently moist, and in season, grass should be green. Generally all sod pieces will measure approximately 12" x 18" with a minimum of 1/2" of soil base. Grass should be at an acceptable height of 2 1/2" – 4" for fescue, 1" – 1 1/8" for Bermuda.**

**Customer has the right to decline any sod that does not appear to be healthy or does not appear to be properly stacked or if many damaged or broken pieces of sod are evident. Customer should notify driver immediately if sod appears unacceptable upon delivery and must notify the company within twenty-four (24) hours if damaged sod becomes evident during installation.**

Bid#1015-049 Bermuda & Fescue Sod  
Hamilton County, TN

**Pricing:**

Description:	Roll Price:	Square Ft. Price:	Pallet/Spool Deposits:
Bermuda Grass by the truckload (approx. 9,072 sq. ft.) to include Tifway 419, Tifsport, and Patriot. This price should include a roll price and square foot price if different.			
Bermuda Grass by the pallet (approx. 504 sq. ft.) to include same types as above.			
Fescue Sod by the truckload (approx. 9,072 sq. ft.)			
Fescue Sod by the pallet (approx. 504 sq. ft.)			

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
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Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

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

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

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



**Hamilton County, Tennessee On-Line Bid Administration System**

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**Solicitation - Log**

**10/16/2015 8:16 AM Eastern**

Solicitation Title: Bermuda & Fescue Sod  
 Number: 1015-049  
 Bids Due: 10/28/2015 10:30:00 AM Eastern  
 Status: Open

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

<a href="#">Message Summary</a>		<a href="#">Message Detail</a>	<a href="#">Document Detail</a>				
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
10/16/2015 8:12:21AM	Eastern	Linda Chumbler	<a href="#">1015-049 - Bermuda &amp; Fescue Sod</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	73	2

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**Please run the attached ad on October 16, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) year contract pricing for Bermuda and Fescue Sod will be opened at 10:30 AM (ET) on October 28, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing

**LEGAL NOTICE**

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Gail B. Roppo  
Director of Purchasing

Contract Pricing for Sod  
 Recreation Department  
 October 28, 2015 10:30 A.M.

<u>Description</u>	<u>Mid Tenn Turf</u>	<u>SiteOne</u>
		<u>Landscape</u>
		<u>Supply</u>
Bermuda (Truck Load)	\$0.24 sq.ft. 504 sq.ft. per pallet, \$116.00 per pallet, \$7.00 pallet fee & \$100.00 delivery fee	\$0.22 sq. ft., 450 sq.ft. per pallet, \$99.00 per pallet, \$50.00 pallet fee
Roll price	N/B	N/B
Bermuda (Pallet)	\$0.24 sq.ft. \$116.00 per pallet & \$100.00 delivery fee	\$0.22 sq. ft./450 sq.ft. per pallet, \$50.00 pallet fee
Fescue (Truck Load)	\$0.24 sq.ft. 504 sq.ft. per pallet, \$116.00 per pallet, \$7.00 pallet fee & \$100.00 delivery fee	\$0.22 sq. ft., 450 sq.ft. per pallet, \$99.00 per pallet, \$50.00 pallet fee
Fescue (Pallet)	\$0.24 sq.ft. \$116.00 per pallet & \$100.00 delivery fee	\$0.22 sq. ft./450 sq.ft. per pallet, \$50.00 pallet fee
Delivery:	as needed	2-7 days ARO
Terms:	Net 30	Net 30

Fescue or Bernuda  
 \$116.00 per pallet (picked up at farm) & \$7.00 per pallet deposit  
 \$7.00 per Pallet/Spool deposit  
 \$50.00 pallet/Spool Deposits

Request For Bids:	
Newspaper Ad:	10/16/2015
Vendor Notification:	73
Vendor Response:	2
Budgeted:	Various Budgets



# Hamilton County Board of Commissioners RESOLUTION

No. 1115-28

A RESOLUTION ACCEPTING THE BID OF RAINES BROTHERS, INC. FOR THE COURTHOUSE SOUTH ENTRANCE MARBLE STEP LANDING RENOVATION AMOUNTING TO \$58,890.00 FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for the Courthouse south entrance marble step landing renovation for the Maintenance Department; and,

WHEREAS, the bid from Raines Brothers, Inc. amounting to \$58,890.00 was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Raines Brothers, Inc. for the Courthouse south entrance marble step landing renovation amounting to \$58,890.00 for the 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

November 18, 2015

Date

November 4, 2015

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

Subject: Project No.15-910-Hamilton County Courthouse South Side Entrance Marble Step  
Landing Renovation

Dear Ms. Roppo:

Bid for the above mentioned project was received by the Hamilton County Purchasing Department at 2:00 P.M. on, October 30, 2015. The bid price received from Raines Brothers, Inc. was \$ 58,890.00.

Raines Brothers, Inc. is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Raines Brothers, Inc.

Sincerely,

Indu H. Thaker, P.E., M.S.  
Project Engineer

Attachment: Bid Report

cc: Todd Leamon, PE, Administrator and County Engineer  
John A. Agan, PE, Director of Engineering

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**Including  
Bidding Requirements and Documents**

**For  
HAMILTON COUNTY COURTHOUSE  
SOUTH ENTRANCE MARBLE STEP  
LANDING RENOVATION**

**PROJECT NO. 15-910**

Prepared for:  
**HAMILTON COUNTY, TENNESSEE**

**JIM COPPINGER**  
*County Mayor*

**Todd E. Leamon, P.E**  
*Public Works Administrator/County Engineer*

**John Agan, PE**  
*Director of Engineering*

**Indravadan H. Thaker, P.E., M.S.**  
*Project Engineer*

Prepared By:

**Hamilton County Engineering Department**  
1250 Market Street, Suite 3050  
Chattanooga, Tennessee 37402

## BID SPECIFICATIONS

### I. OVERVIEW

#### A. Statement of Intent

Hamilton County, Tennessee hereinafter referred to as "the County" is soliciting sealed bids for the purchase and installation of marble landing tiles above steps for Hamilton County Courthouse South Side Entrance located at 201 East 7<sup>th</sup> Street as per the specifications which follow. The courthouse is located at 625 Georgia Avenue, Chattanooga, TN 37402.

The attached specifications have been written in reference to document provided by County Maintenance Department to define the minimum acceptable scope of work and standards allowed for this bid. The County will only consider bids that meet or exceed these specifications.

#### B. Scope of Work

1. Purchase all materials, tools, etc., necessary to complete proposed work. Submit samples of marble tile and other specified materials for Owner's approval
2. Remove all existing flat landing area tiles as is (without breaking) and save at designated area for Owner to pick up. Purchase and install marble tile size 12" x 12" x 1". Make sure that it is matching existing marble color as far as feasible
3. Remove base borders and reinstall if feasible
4. Remove the top step and before installing back, complete steps nos. 8 & 11, for membrane and mat installation to be per details at top step as shown on drawings and plan provided with the specifications
5. Remove old mortar bed and dispose
6. Clean surface to be waterproofed, reasonably smooth and be free of dust, dirt, sharp edges, cracks and voids
7. Apply waterproofing liquid to existing concrete slab
8. Apply Chloraloy 240 (or approved equal) at least 0.04 inches thick with 2" minimum overlap and weld with liquid bonding solvent exceeding under top step and turn up walls not to exceed finish tile
9. Install mortar bed to height needed
10. Waterproof mortar
11. Install Schluter Ditra (specific brand mat or approved equal) or approved equal with unmodified thin set
12. Install Kerdi-Bands (or approved equal) over seams and up wall, not to exceed top of base
13. Install unmodified thin set mortar
14. Set paver
15. Seal pavers
16. Finish with Laticrete epoxy grout

**II. GENERAL INSTRUCTIONS AND REQUIREMENTS**

**A. Bid Number & Project Title:** The County has assigned the following identification number to the document . This number should be referenced in all communications regarding the project # **15-910** or bid # **1015-050**. If need arises to use project title it is referred to as Hamilton County Courthouse South Entrance Marble Step Landing Renovation.

**B. Point of Contact:**

Questions concerning bid specifications should be directed to Indu Thaker, Engineering Department, at 423.209.7831 or [indut@hamiltontn.gov](mailto:indut@hamiltontn.gov)

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at 423.209.6350 or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov).

**III. BID PROCEDURES AND GUIDELINES**

**A. Bid Pricing**

Bidder will complete the work as described in the specifications for the price(s) as shown on the following bid tabulation for the project work.

Project No. : 15-910 -Hamilton County Courthouse South Entrance Marble Step Landing Renovation

Bidder: \_\_\_\_\_ Date: \_\_\_\_\_  
 TN License #: \_\_\_\_\_  
 Email Address \_\_\_\_\_

<b>BASE BID 1</b>	Allowance	LS	\$8,000.00
<b>BASE BID 2</b>	Provide Materials, Equipment, Labor and Installation for marble step landing renovation work for Courthouse South Entrance. Complete In-Place as Specified and/or as shown on the Drawing.	LS	
<b>BASE BID TOTAL (1+2)</b>			
			( \$ _____ )
WHERE LS = LUMP SUM (use words)			

In case of discrepancies, the extension of the quantities and the unit prices will govern. Quantities

are not guaranteed. Final payment will be based on actual quantities.

**B. Equipment List**

Attach a detailed equipment list with unit pricing if applicable.

**C. Guarantees and Warrantees**

The bidder shall provide written warranty to repair or cause to be repaired at no cost to the Owner any defects in the work, including but not limited to, defective equipment, materials, or supplies, and faulty construction or workmanship, occurring within a period of one (1) year from the date of acceptance.

**D. Bid Bonds**

Forms are provided with this document.

**E. Pre-Bid Meeting**

**A Non-Mandatory Pre-Bid Meeting** will be held at **2:00 PM, ET, on October 23, 2015** at 625 Georgia Avenue (South Entrance of the County Courthouse), Chattanooga, Tennessee 37402

**F. Submission of Bids**

The bidder must complete and deliver an original and two (2) copies of its bid response documents in a sealed envelope to the Hamilton County Purchasing Director at the address specified below.

The contractor's Identification Form should be affixed to front of bid envelope.

If mailing your bid, the outside of the envelope/package containing the bid should be clearly marked with the following statement: BID # 1015-50: Hamilton County Courthouse South Entrance Marble Step Landing Renovation. Any sealed envelope(s) enclosed within this envelope/package should have the Contractor's Identification Form affixed to the bid envelope.

It is the sole responsibility of the bidder to ensure that its response is delivered on or before the date, prior to the specified bid opening time, and at the place indicated by this document. Any bid submitted at or after the moment designated for the opening will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt.

Bidders are advised to avoid last minute deliveries as parking can be a problem and/or bidders may not be familiar with the building to which bids are to be delivered. Submitters mailing their bid packages must allow sufficient time to ensure receipt of their package by the specified time.

**G. Opening of Bids for Evaluation**

Bids are scheduled to be opened for evaluation on **October 30, 2015 at 1:00 PM, ET**. No bids will be accepted once the opening time has arrived.

**Note: Important delivery / mailing instructions.**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 1015-050: Marble Step Landing Renovation from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**H. Award of Contract**

The County reserves the right to reject any and all bids, to waive any and all irregularities, to negotiate with contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, or conditional bids.

Hamilton County reserves the right to award the contract to the bidder that best responds to the Invitation to Bid by submitting the "lowest and best" bid.

**I. Rules for Withdrawal of Bid**

A bid may be withdrawn prior to the response due date by submitting a written request for its withdrawal to the County, signed by the submitter and delivered to the Hamilton County Director of Purchasing.

A withdrawn bid may be resubmitted up to the time designated for the receipt of bids provided that it then fully conforms to the bid requirements.

**J. Work Completion Contract Time**

The work will be completed and ready for payment within **30** calendar days from and including the date stipulated in Notice to Proceed for the work to commence. If the work is not complete within the time stipulated or any extensions thereof allowed by Owner, the liquidated damages in the amount of \$ 100.00 per calendar day of delay shall be paid to Owner until the work is substantially completed.

**IV. MANDATORY REQUIREMENTS**

**A. Insurance Requirements**

Prior to execution of the contract, the proposer shall procure and maintain at their own

expense, the following insurance against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by proposer, their sub agents, representatives, employees or subcontractors. *Note however that coverage requirements are subject to change based on the final system design selected.* The successful firm shall maintain throughout the contract period the following minimal insurance coverages:

1. *Commercial General Liability Insurance:* \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a. Premise/Operations
  - b. Products/Completed Operations
  - c. Contractual
  - d. Independent Contractors
  - e. Broad Form Property Coverage
  - f. Personal Injury
  
2. *Business Automobile Liability Insurance:* \$1,000,000 limit per accident for property damage and personal injury with coverage specifically including prisoner transportation rated as a line of business.
  - a. Owned/Leased Autos
  - b. Non-owned Autos
  - c. Hired Autos
  
3. *Workers' Compensation and Employers' Liability Insurance:* Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

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

**B. Statement of Compliance**

There must be written confirmation that the bidder shall comply with all of the provision in the bid using the Certificate of Compliance form which follows. The written certification and assurance shall also affirm the bidder's compliance with each of the following:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act of 1990 and the regulation issued there under by the federal government;

4. the Americans with Disabilities Act of 1990 and the regulation issued there under by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury; and,
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the bidder in connection with the procurement under this bid.

## **AUTHORIZATION TO BIND**

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date

## CERTIFICATE OF COMPLIANCE

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

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

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BOND REQUIREMENT**

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineer's Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

# CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineer's Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

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2. With respect to the Owner, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
    - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of s provided there is no Owner Default.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. The Surety shall have no obligation to Claimants under this Bond until:
    - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a cc this Bond and, with substantial accuracy, the amount of the claim.
    - 4.2 Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furni accuracy, the amount of the claim and the name of the party to who the materials were furnished or supplied or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from t directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy of the previou
  5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challen
    - 6.2 Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if an and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligation priority to use the funds for the completion of the week.
  9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be li and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work i Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipr of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdicti
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed. any provision in the deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be constr
  14. Upon request by any person or entity appearing to be potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to l
  15. DEFINITIONS
-

- 
- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanical equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and

CONTRACTOR'S IDENTIFICATION

Hamilton County, Tennessee  
c/o Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**SEALED BID PROPOSAL FOR:**  
Hamilton County Courthouse South  
Entrance Marble Step Landing Renovation  
Project No.: 15-910

Attach this form to the sealed envelope containing the Bid. Failure to provide required information on the sealed envelope will be considered a non-responsive Bid.

<b>BIDDER:</b>
Name: _____
_____
Address: _____
_____
_____
Tennessee License No. _____
Expiration Date _____
Classification _____
Monetary Limit \$ _____

Complete the following for all required Subcontractors:

**Subcontractor (HVAC):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Electrical):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Plumbing):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Masonry):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Subcontractor (Geothermal):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

TDEC License No. \_\_\_\_\_

TDEC License Expiration Date \_\_\_\_\_

TDEC License Classification \_\_\_\_\_

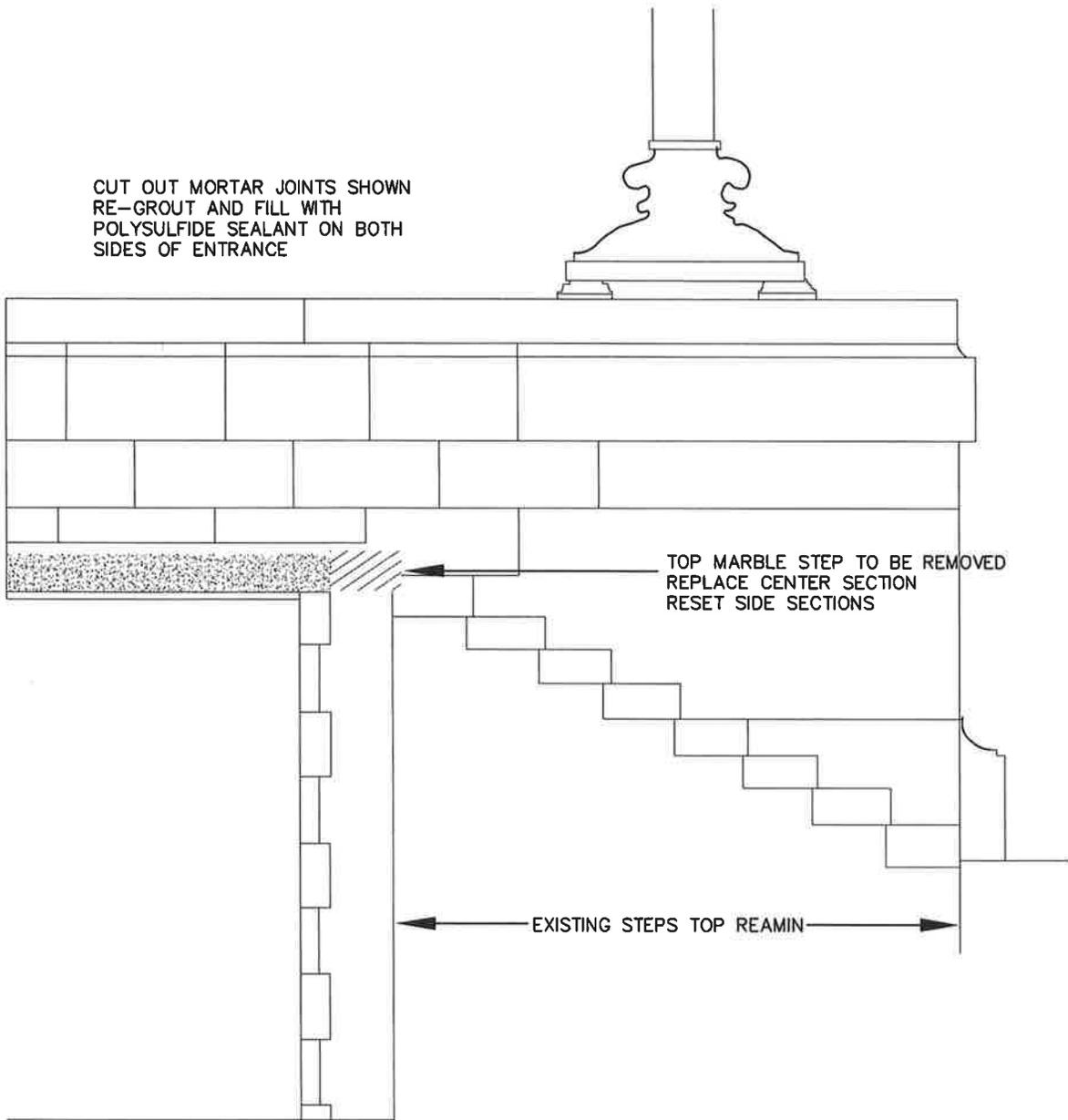
**Subcontractor (Other):** \_\_\_\_\_

Tennessee License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_ Classification \_\_\_\_\_

CAUTION: T.C.A. Section 62-6-119(b) requires all bidders to list the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, air conditioning, and geothermal heating and cooling contracts on the outside of the envelope containing the bid if the subcontractor's bid amount(s) is \$25,000.00 or more.

END OF SECTION 00100

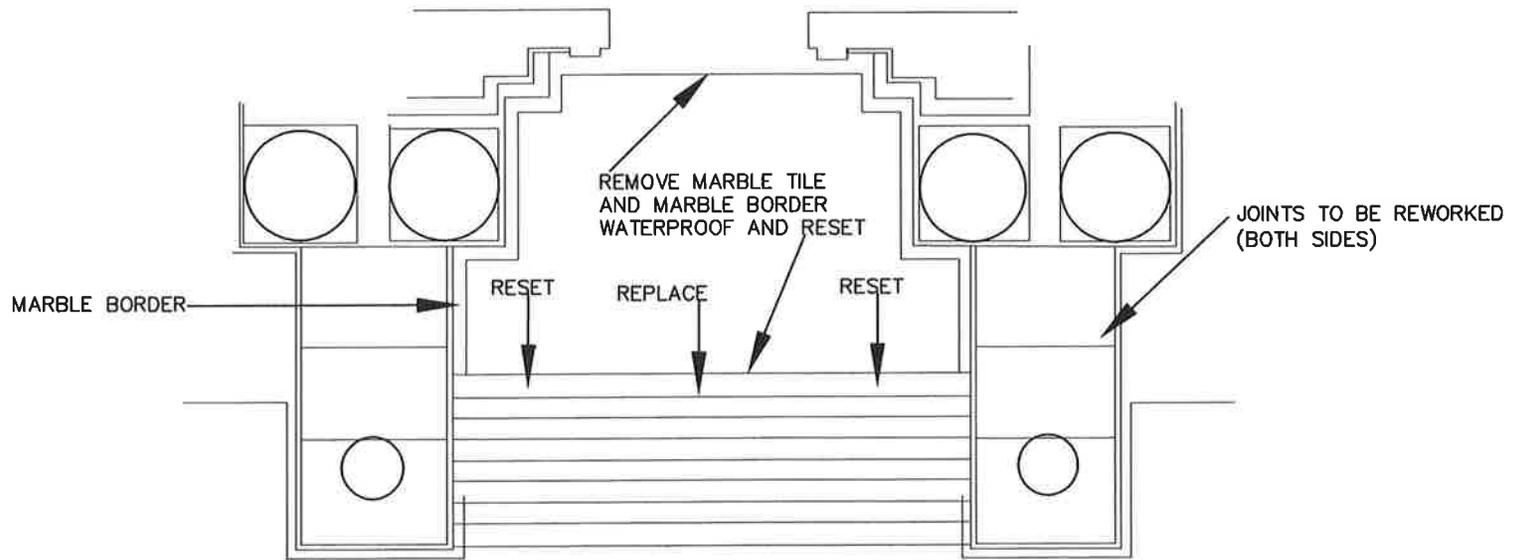
CUT OUT MORTAR JOINTS SHOWN  
RE-GROUT AND FILL WITH  
POLYSULFIDE SEALANT ON BOTH  
SIDES OF ENTRANCE



TOP MARBLE STEP TO BE REMOVED  
REPLACE CENTER SECTION  
RESET SIDE SECTIONS

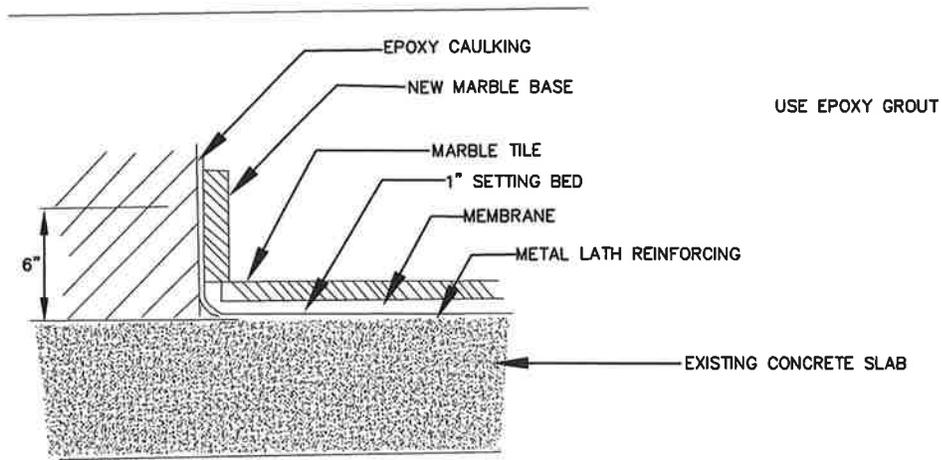
EXISTING STEPS TOP REAMIN

# SOUTH ENTRANCE



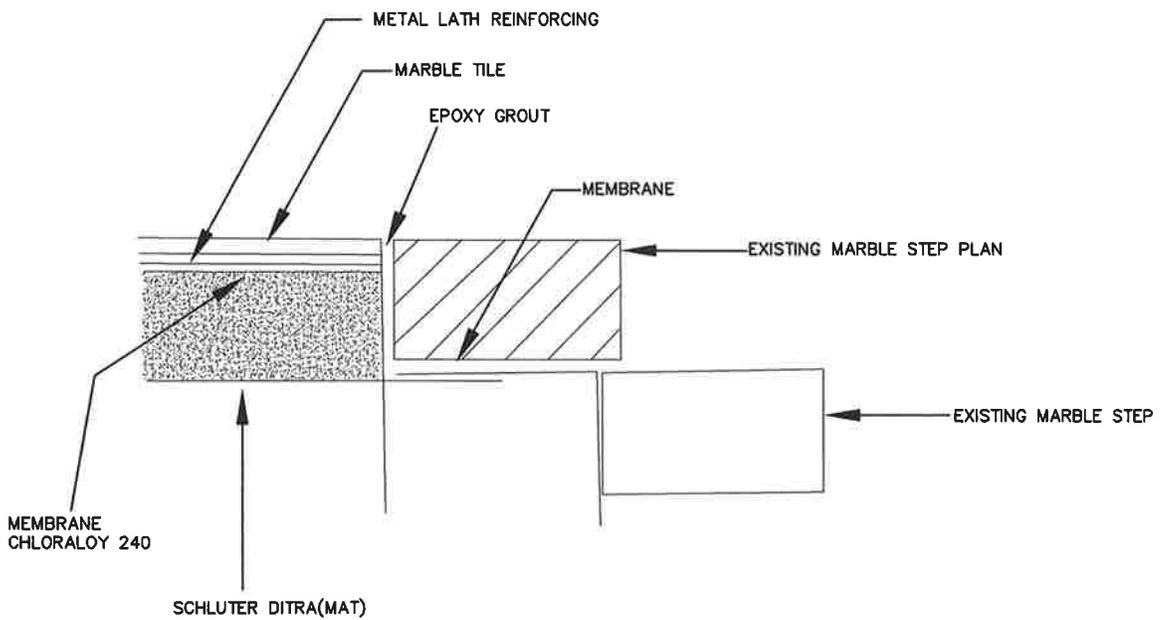
## SOUTH ENTRANCE PLAN

NOTES: ASSUME  $\frac{1}{3}$  OF ALL MARBLE TILE TO BE REPLACED WITH NEW TILE TO BE ARRANGED IN PATTERN, I.E. BORDER, PATTERN, ETC.



### BASE DETAIL

1 1/2" : 1'-0"



### DETAIL at TOP STEP

1 1/2" : 1'-0"

**ADDENDUM NO. 1**

**DATE: 10/26/15**

to

**PROJECT BID SPECIFICATIONS**

for

**PROJECT NO. 15-910: HAMILTON COUNTY COURTHOUSE SOUTH SIDE ENTRANCE MARBLE STEP LANDEING RENOVATION.**

**HAMILTON COUNTY ENGINEERING DEPARTMENT**

**1250 MARKET STREET, SUITE 3050, CHATTANOOGA, TENNESSEE 37402-2713**

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**THE FOLLOWING REVISIONS, CORRECTIONS AND ADDITIONS ARE HEREBY MADE TO THE SPECIFICATIONS AND CONTRACT DOCUMENTS OF THE ABOVE REFERENCED PROJECT, AND SHALL BECOME AS FULLY A PART OF THESE DOCUMENTS AS IF THEY HAD BEEN ORIGINALLY INCLUDED.**

- **REFER TO SPECIFICATION ITEM III D BID BOND FOR CHANGES AS FOLLOWS: ITEM III D BONDS**
- **REFER TO SPECIFICATION ITEM III J WORK COMPLETION CONTRACT TIME FOR CHANGES AS FOLLOWS: .....** NOTICE TO PROCEED FOR THE WORK TO COMMENCE WHEN MATERIAL IS ON SITE.
- **REFER TO SPECIFICATION ITEM I B SCOPE OF WORK FOR CHANGES AS FOLLOWS:**

**---NUMBER 2 .....PURCHASE AND INSTALL MARBLE TILE SIZE 12" X 12" X ¾",**

**---ADD NUMBER 18 ALL DRAWINGS ARE FOR INFORMATION AND REFERENCES SO DISREGARD SCALE AND NOTES EXCEPT DETAIL AT TOP STEP DRAWING. DEMOLISH, RENOVATE, REPLACE MARBLE STEP LANDING BASE AND TILES. REMOVE EXISTING PERIMETER BASE AND BORDER MARBLE PIECES AND INSTALL WITH NEW ¾" MARBLE PIECES MATCHING WITH NEW MARBLE LANDING TILES.**



**Hamilton County, Tennessee On-Line Bid Administration System**

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Logged in as: lindac@mail.hamiltontn.gov  
Role: Client

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  - [Log](#)

**Solicitation - Log**

**10/26/2015 4:22 PM Eastern**

Solicitation Title: Marble Step Landing Renovations  
 Number: 1015-050  
 Bids Due: 10/30/2015 1:00:00 PM Eastern  
 Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page			
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
10/26/2015 4:22:28PM	Eastern	Linda Chumbler	<a href="#">1015-050 - Marble Step Landing Renovations</a>	<a href="#">Addendum</a>	Please click on the above solicitation number to access Addendum I.	31	0
10/20/2015 8:29:07AM	Eastern	Linda Chumbler	<a href="#">1015-050 - Marble Step Landing Renovations</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to view new drawings of the Marble Step Landing Renovations.	23	0
10/19/2015 11:07:06AM	Eastern	Linda Chumbler	<a href="#">1015-050 - Marble Step Landing Renovations</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	367	26

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Please run the attached ad on October 19, 2015, in the legal notices.

### INVITATION TO BID

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before **1:00 PM (ET)**, on **October 30, 2015**, for Hamilton County Project Number 15-910: Hamilton County Courthouse South Entrance Marble Step Landing Renovation.

**A Non-Mandatory Pre-Bid Meeting** will be held at **2:00 PM (ET)**, on **October 23, 2015**, at 625 Georgia Avenue (South Entrance of the County Courthouse), Chattanooga, Tennessee 37402.

Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing

**INVITATION TO BID**

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Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing

**HAMILTON COUNTY GOVERNMENT  
ENGINEERING DEPARTMENT**

**BID OPENING REPORT**

Bids were opened on October 30, 2015 at 2:00 P.M.

Project Name: Hamilton County Courthouse South Entrance Marble Step Landing Renovation

Project No: 15-910

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Check	Contractor:	<u>Bid Amount</u>	Bid Bond	DBE Good Faith	Drug Free
		<u>Base Bid</u>			
* <u>X</u>	<u>Raines Brothers, Inc</u>	<u>\$58,890.00</u>	<u>X</u>	<u>X</u>	<u>X</u>

\* I RECOMMEND RAINES BROTHERS, INC FOR THE BASE BID AMOUNT OF \$ 58,890.00 FOR HAMILTON COUNTY COURTHOUSE SOUTH SIDE ENTRANCE MARBLE STEP LANDING RENOVATION.

cc: Todd Leamon, P.E.  
Agan John, P.E.  
File/Folder: 15-910/Bid

Signed: I. H. THAKER  
(Indravadan H. Thaker, P.E., M.S)  
Date: November 4, 2015

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED UNLESS INDICATED.  
THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER  
THE BIDS HAVE BEEN COMPLETELY REVIEWED.



# Hamilton County Board of Commissioners RESOLUTION

No. 1115-29

A RESOLUTION ACCEPTING THE BID OF Z-BAND, INC. FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 18, 2015, THROUGH NOVEMBER 17, 2016, FOR VIDEO DISTRIBUTION EQUIPMENT FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for video distribution equipment for the Telecommunications Department; and,

WHEREAS, the bid from Z-Band, Inc. was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid Z-Band, Inc. for contract unit pricing, beginning November 18, 2015, through November 17, 2016, for video distribution equipment for the Telecommunications Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

November 18, 2015

\_\_\_\_\_  
Date

Bid#1015-047 Video Distribution Equipment  
Hamilton County, Tennessee

**1.0 General**

Hamilton County Government is accepting sealed bids for one (1) year contract unit pricing on selected video distribution equipment. The contract period will be from November 18, 2015 through November 17, 2016. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract.

**1.1 Instructions to Vendors**

These bid documents are being issued by the Hamilton County Purchasing Department. Inquiries regarding this bid should be directed to **Mike Beal**, Telecommunications Office, at 423-209-6220 or by FAX at 423-209-6224. Questions regarding bid submission should be directed to Linda Chumbler, Purchasing Department at 423-209-6353 or FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. ET, Monday through Friday. Vendors and manufacturer representatives should not contact other Hamilton County employees regarding this bid.

The package containing **the original and one copy** of the bid must be sealed and clearly marked "BID#1015-047: VIDEO DISTRIBUTION EQUIPMENT" on the outside of the package. The package should be addressed to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, and 455 North Highland Park Avenue, Chattanooga, TN 37404.**

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

<b>DELIVERY ADDRESS</b>
Gail B. Roppo
Director of Purchasing
Bid # 1015-047: Video Distribution Equipment <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Sealed bids will be accepted before **10:30 a.m. Eastern Time on Monday, October 26, 2015**, at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid

Bid#1015-047 Video Distribution Equipment  
Hamilton County, Tennessee

packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

Hamilton County reserves the right to award sections of the total package to different vendors or all of the package to the vendor deemed to have submitted the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

The materials being bid will be used for various projects for Hamilton County during the term of the contract. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from November 18, 2015 through November 17, 2016.

Minimum order quantities must be included as part of the bid package. Hamilton County will not adjust order quantities to qualify vendor for reduced shipping costs.

### **1.3 Shipping**

All material must be shipped prepaid to the designated County warehouse facility for storage and/or distribution. All shipping and freight charges are the responsibility of the vendor and shall not be added to invoices sent to Hamilton County for payment.

### **1.4 Guaranteed Delivery**

Hamilton County will place multiple orders for various items based on the needs and schedule of a particular project. **Vendors will be given a ten-day period from the award of the bid before delivery of the first order of materials. After the initial ten-day period, delivery must be guaranteed to the County's warehouse facility within 24 hours after subsequent orders are placed.**

Vendors who cannot guarantee this delivery schedule must submit a written exception to this section with an optional delivery schedule. Failure to meet guaranteed delivery schedules may result in cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

Vendors must furnish Hamilton County with an emergency contact name and number if materials are required after hours in order to meet construction deadlines.

### **1.5 Warranty**

The manufacturer must provide a warranty on all equipment for a minimum of **one year from time of delivery**. Vendors offering extended warranty periods may be given additional consideration during the evaluation of the bids. Vendor submitting the bid is responsible for listing all exceptions or conditions from any manufacturer regarding the warranty of any product listed in this bid. Failure to identify any sub sequential limitations or special conditions will be reason to reject a bid or cancel the contract after the bid is awarded. Hamilton County will hold the successful vendor responsible for the replacement

Bid#1015-047 Video Distribution Equipment  
Hamilton County, Tennessee

of any defective equipment for the one-year period following the delivery of the equipment at no cost to the County.

**1.7 Payment**

Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered and received, per purchase order, should be invoiced by the vendor. Payment will be made upon receipt of the invoice for each individual order.

### **EQUIPMENT SPECIFICATIONS**

Hamilton County reserves the right to select a specific brand of each specified item in order to standardize the equipment used during this contract period. **Vendors wishing to bid other manufacturer's products must include manufacturer's spec sheets to establish equivalent quality levels.** Samples of other products may be requested as a part of the evaluation process. Vendors may submit pricing for each manufacturer's line of products or select only those product lines that meet with the distribution requirements. It is the responsibility of the bidder to verify part numbers and descriptions of specified items.

After evaluation of all sections of this bid document, the unit pricing, including warranty, shipping, and the general bid requirements, will be used in determining the best overall bid package.

In order to receive the best price available for the specified items, estimated quantities have been provided. Hamilton County feels that these estimated quantities are reasonable based on the various projects scheduled within the specified time frame. However, quantities are not guaranteed and may increase or decrease during the term of the contract. If an estimated quantity is not listed, the quantity may be insignificant and an individual unit price will be sufficient.

The attached worksheet may be used to submit unit pricing or vendors are free to submit their bid on an alternate worksheet. **ALL BIDS MUST BE CLEARLY LEGIBLE AND BASED ON THE UNIT SIZE/AMOUNT INDICATED.** Failure to provide an easy to interpret bid will be reason to disqualify the bid package.

**Bid#1015-047 Video Distribution Equipment  
Hamilton County, Tennessee**

**SUBMITTED BY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company Address**

\_\_\_\_\_  
**Business License Number**

\_\_\_\_\_  
**Date Submitted**

### AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date

QUANTITY	MANUFACTURER'S PART NUMBER	DESCRIPTION	UNIT PRICE
10	Z 2400-F	Z-Band Gen 4 24 Port Video Distribution Hub with Fiber	
12	Z 1200-F	Z-Band Gen 4 12 Port Video Distribution Hub with Fiber	
6	Z 2400	Z-Band Gen 4 24 Port Video Distribution Hub	
6	Z 1200	Z-Band Gen 4 12 Port Video Distribution Hub	
6	ZL-T-1310-12	Z-Band 12 mW Fiber Transmitter	
2	ZF-SPLT-4	Z-Band 1 x 4 Fiber Splitter	
2	ZF-SPLT-5	Z-Band 1 x 5 Fiber Splitter	
2	ZF-SPLT-6	Z-Band 1 x 6 Fiber Splitter	
2	ZF-SPLT-7	Z-Band 1 x 7 Fiber Splitter	
2	ZF- SPLT-8	Z-Band 1 x 8 Fiber Splitter	
100	HZ-5002-1	Z-Band 860 Powered Balun	



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, EEO Officer/DBE Liaison  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

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

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

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



**Hamilton County, Tennessee On-Line Bid Administration System**



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**Solicitation - Log**

10/15/2015 7:49 AM Eastern

Solicitation Title: Video Distribution Equipment

Number: 1015-047

Bids Due: 10/26/2015 10:30:00 AM Eastern

Status: Open

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

Message Summary

Message Detail

Document Detail

**Message Summary**

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
10/15/2015 7:48:42AM	Eastern	Linda Chumbler	<a href="#">1015-047 - Video Distribution Equipment</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	635	5

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**Please run the attached ad on October 15, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) year contract unit pricing for Video Distribution Equipment will be opened at 10:30 AM (ET) on October 26, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



QUANTITY	MANUFACTURER'S PART NUMBER	DESCRIPTION	Z-Band UNIT PRICE
10	Z 2400-F	Z-Band Gen 4 24 Port Video Distribution Hub with Fiber	\$ 5,820.00
12	Z 1200-F	Z-Band Gen 4 12 Port Video Distribution Hub with Fiber	\$ 4,180.00
6	Z 2400	Z-Band Gen 4 24 Port Video Distribution Hub	\$ 4,995.00
6	Z 1200	Z-Band Gen 4 12 Port Video Distribution Hub	\$ 3,430.00
6	ZL-T-1310-12	Z-Band 12 mW Fiber Transmitter	\$ 3,280.00
2	ZF-SPLT-4	Z-Band 1 x 4 Fiber Splitter	\$ 246.00
2	ZF-SPLT-5	Z-Band 1 x 5 Fiber Splitter	\$ 328.00
2	ZF-SPLT-6	Z-Band 1 x 6 Fiber Splitter	\$ 328.00
2	ZF-SPLT-7	Z-Band 1 x 7 Fiber Splitter	\$ 368.00
2	ZF- SPLT-8	Z-Band 1 x 8 Fiber Splitter	\$ 368.30
100	HZ-5002-1	Z-Band 860 Powered Balun	\$ 75.00

Request for Bids	
News Paper Ad:	10-15-2015
Vendor Notification:	635
Vendor Response:	1
Budgeted:	Various Budgets



# Hamilton County Board of Commissioners RESOLUTION

No. 1115-30

A RESOLUTION ACCEPTING THE PROPOSAL OF EPB FIBER OPTICS FOR INTERNET CONNECTIVITY FOR THE PERIOD DECEMBER 1, 2015, THROUGH NOVEMBER 30, 2018, WITH THE OPTION TO RENEW FOR AN ADDITIONAL THREE YEARS ON AN ANNUAL BASIS, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a proposal was received in response to public advertisement for Internet Connectivity for Hamilton County Offices; and,

WHEREAS, the contract will be for a period of three (3) years, with the option to renew for three (3) additional one (1) year terms; and,

WHEREAS, this proposal addressed a wide range of connectivity solutions that will benefit Hamilton County offices; and,

WHEREAS, the proposal from EPB Fiber Optics was the only proposal received, but said proposal is deemed reasonable; and,

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

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

That the proposal of EPB Fiber Optics is hereby accepted, said proposal being the best proposal received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

November 18, 2015

\_\_\_\_\_  
Date

Summary of Internet Connectivity RFP #1015-044

November 5, 2015

The bid response from EPB Fiber Optics has been reviewed by Mike Beal in the Telecommunications Office and Vaughn Hamilton in the IT Department. The proposal meets the requirements of the RFP and it's our recommendation that this response be accepted.

Submitted by,

A handwritten signature in black ink that reads "Mike Beal". The signature is written in a cursive style with a large, sweeping "M" and "B".

Mike Beal

Telecommunications Manager

## Fi-Speed Internet for Business & Features

Fi-Speed Internet for Business			
For Small Business (SMB)		Professional	
Fi-Speed NextNet 100 for Small Business	\$59.99	Fi-Speed NextNet 100 Professional	\$350.00
Fi-Speed NextNet 175 for Small Business	\$99.99	Fi-Speed NextNet 150 Professional	\$500.00
Fi-Speed NextNet 270 for Small Business	\$153.99	Fi-Speed NextNet 270 Professional	\$900.00
Fi-Speed NextNet 400 for Small Business	\$210.99	Fi-Speed NextNet 450 Professional	\$1,500.00
Fi-Speed NextNet 750 for Small Business	\$380.99	Fi-Speed NextNet 750 Professional	\$2,500.00
Fi-Speed NextNet 1 Gig for Small Business	\$499.99	Fi-Speed NextNet 1 GIG Professional	\$3,300.00
Fi-Speed NextNet 5 Gig for Small Business	\$1,000.00	Fi-Speed NextNet 3 GIG Professional	\$6,500.00
Fi-Speed NextNet 10 Gig for Small Business	\$1,500.00	Fi-Speed NextNet 5 GIG Professional	\$7,500.00
		Fi-Speed NextNet 10 GIG Professional	\$9,000.00
		Professional Internet Savings for Bundle	10%
<p><i>SMB Product Includes: 1 Kaspersky license (supports 10 devices) and 2 Zimbra Advanced email boxes. Each email box includes 25Gb of storage. * Multi Gig Products are not eligible for term discount*</i></p>		<p><i>Professional Product Includes: 1 Kaspersky license (supports 10 devices), See Professional IP Addresses below, 10 Zimbra Advanced Email boxes (include 25Gb of storage) and PLUS SLA. Apply 10% bundled discount when sold with PRI or SIP trunks. Discount applies only to Professional Internet product. * Multi Gig Products are not eligible for term discount*</i></p>	

Fi-Speed Internet for Business IP Addresses			
For Small Business (SMB)		Professional	
1 Static IP Address	\$20.00	1 Static IP Address Professional	Included
		8 Subnet IP Addresses Professional	Included
		16 Subnet IP Addresses Professional	Included
		32 Subnet Addresses Professional	\$59.99
		64 Subnet Addresses Professional	\$119.99
		128 Subnet Addresses Professional	\$129.99
		256 Subnet Addresses Professional	\$150.99
<p><i>Customer can purchase up to 3 Static IP addresses at \$20.00 each</i></p>		<p><i>Customer can have up to 3 Static IP addresses included in Professional Internet Subscription</i></p>	

Fi-Speed Internet Features			
Mailbagging	\$3.99	Additional Internet Security License	\$1.99
Mailbagging Set up Fee	\$45.00	Additional Domain	\$2.00
Additional Storage - 1GB	\$2.99	Hosting - Web Site Microsoft	\$15.99

## Email

Email Packages			
Additional Advanced Email Box (each)	\$3.99		

## VLANS

VLANS			
50Mbps VLAN	\$125.00	500Mbps VLAN	\$850.00
100Mbps VLAN	\$250.00	750Mbps VLAN	\$1,125.00
250Mbps VLAN	\$500.00	1 Gig VLAN	\$1,250.00

## Hosted Wi-Fi

Hosted Wi-Fi			
Wi-Fi			
Hosted Wi-Fi (per AP)	\$29.00	Hosted Wi-Fi Activation	\$99.00
<i>\$29.00 per AP MRC and \$99.00 activation per AP NRC. This is for Public facing Wi-Fi Only! Customer must have EPB Fiber Optics Internet in order to qualify for this product.</i>			

## Co-Lo

Business Collocation			
20U Rack Colocation half rack	\$675.00	Collocation - Fused Amp	\$12.50
43U Rack Colocation full rack	\$950.00	PCI Compliant Rack	\$1,050.00
Full or Half Rack includes two (A&B Side) - 20Amps Single Phase Circuits - Either 120v or 208v			

## Teleworker

Business Teleworker			
VLAN Teleworker		Teleworker for Small Business Internet	
Teleworker VLAN (6-50 users) Savings	5%	Teleworker for Small Business (6-50 users) Savings	5%
Teleworker VLAN (51-99 users) Savings	10%	Teleworker for Small Business (51-99 users) Savings	10%
Teleworker VLAN (100+ users) Savings	15%	Teleworker for Small Business (100+ users) Savings	15%

## Redundant Services

Redundant Services						
Internet	100Mbps	150Mbps	270Mbps	450Mbps	750Mbps	1 Gig
Redundant No Router	\$800.00	\$1,300.00	\$2,500.00	\$5,000.00	\$6,550.00	\$9,700.00
Redundant One Router	\$950.00	\$1,300.00	\$2,100.00	\$3,500.00	\$6,100.00	\$6,900.00
Redundant Two Router	\$1,450.00	\$1,800.00	\$2,600.00	\$4,000.00	\$6,600.00	\$7,400.00
VLAN	50Mbps	100Mbps	250 Mbps	500 Mbps	750 Mbps	1 Gig
Redundant No Router	\$350.00	\$800.00	\$1,700.00	\$3,200.00	\$5,350.00	\$5,600.00
Redundant One Router	\$725.00	\$1,050.00	\$1,700.00	\$2,850.00	\$4,725.00	\$4,850.00
Redundant Two Router	\$1,125.00	\$1,550.00	\$2,200.00	\$3,350.00	\$5,225.00	\$5,350.00
PRI						
PRI Redundancy	\$125.00 for TDM IAD MRC					
Redundant Bundle With Hosted Services (10% discount off Redundant)						
Internet	100Mbps	150Mbps	270Mbps	450Mbps	750Mbps	1 Gig
Bundle Hosted Phone Redundant No Router	\$928.00	\$1,378.00	\$2,458.00	\$4,708.00	\$6,103.00	\$8,938.00
Bundle Hosted Phone Redundant One Router	\$1,063.00	\$1,378.00	\$2,098.00	\$3,358.00	\$5,698.00	\$6,418.00
Bundle Hosted Phone Redundant Two Router	\$1,513.00	\$1,828.00	\$2,548.00	\$3,808.00	\$6,148.00	\$6,868.00

RFP#1015-044 Internet Connectivity

Vendors:

EPB Fiber Optics  
Attn: Scott Brewster  
Phone: 423.648.1583  
Mobile: 423.704.1583  
[Brewsterks@ebp.net](mailto:Brewsterks@ebp.net)

Peace Communications  
James Peace  
PO Box 909  
Chattanooga, TN 37401-0909  
Phone: 423.664.8600  
[jpeace@peacecom.net](mailto:jpeace@peacecom.net)  
[bchapman@peacecom.net](mailto:bchapman@peacecom.net)

Comcast  
Tyler Gandy  
2030 Polymer Drive  
Chattanooga, TN 37421  
Phone: 423.595.1120  
[Tyler\\_gandy@cable.comcast.net](mailto:Tyler_gandy@cable.comcast.net)  
[Lauren\\_cameron@cable.comcast.net](mailto:Lauren_cameron@cable.comcast.net)

Longway Broadband Services  
Joe Longway  
Phone: 615.294.8936  
[jlongway@longwaybroadband.com](mailto:jlongway@longwaybroadband.com)

Windstream  
Nicholas Gollaher  
[Nicholas.gollaher@windstream.com](mailto:Nicholas.gollaher@windstream.com)

AT&T  
Angela Spain  
Phone: 865.566.4645  
[AS427y@ATT.com](mailto:AS427y@ATT.com)

M&A Technology  
Gary McCormick  
Phone: 972.763.3022  
[gmccormick@MAComp.com](mailto:gmccormick@MAComp.com)

**Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Tuesday, October 6, 2015 as follows:**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals for internet connectivity options for various offices throughout the County. Specifications are available by contacting the Purchasing Department at 423.209.6350.

Sealed proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 1:30 p.m. (Eastern) on October 21, 2015.

Gail B. Roppo  
Director of Purchasing





# Hamilton County Board of Commissioners RESOLUTION

No. 1115-31

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$416,700.00 TO PROVIDE SEXUALLY TRANSMITTED DISEASE AND HIV EDUCATION, PREVENTION AND CONTROL SERVICES IN HAMILTON COUNTY, FOR A TIME PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.

**WHEREAS,** sexually transmitted diseases, including HIV continue to be a public health threat in Hamilton County; and

**WHEREAS,** appropriate and timely education, diagnosis, treatment and contact identification and treatment has been proven to be an effective means of controlling these diseases; and,

**WHEREAS,** the Chattanooga-Hamilton County Health Department provides this service to persons in Hamilton County; and

**WHEREAS,** the Tennessee Department of Health provides funding to support this service; and

**WHEREAS,** the Tennessee Department of Health reduced required activity in this contract's Scope of Service.

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

That the County Mayor be authorized to sign the attached contract in the amount of \$416,700.00 for the provision of Sexually Transmitted Disease and HIV Education, Prevention and Control Services for the residents of Hamilton County for a time period of January 1, 2016 through December 31, 2016.

**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

November 18, 2015

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> January 1, 2016	<b>End Date</b> December 31, 2016	<b>Agency Tracking #</b> 34349-03516	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Chattanooga-Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.977, 93.940  Grantee's fiscal year end December 31			
<b>Service Caption</b> (one line only) To provide HIV/STD Prevention and Surveillance services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2016	\$16,700	\$191,650			\$208,350
2017	\$16,700	\$191,650			\$208,350
<b>TOTAL:</b>	<b>\$33,400</b>	<b>\$383,300</b>			<b>\$416,700</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection			N/A		
<input checked="" type="checkbox"/> Non-competitive Selection			The metro health department is a governmental entity that has been determined to be capable and willing to provide HIV/STD Prevention and Testing services to clients. The terms of the grant as well as the grant budget were negotiated taking into consideration the grantee's training, experience, quality of services provided, location of the grantee in relation to clients, willingness to serve departmental clients and willingness to accept departmental reimbursement rates.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart</b> (optional) HL00007849		<b>Account Code</b> (optional) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
CHATTANOOGA-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 Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Human Immunodeficiency Virus (HIV) infection and Acquired Immunodeficiency Syndrome (AIDS) Prevention, Sexually Transmitted Disease (STD) services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "CDC" means the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
  - b. "Community based organizations (CBOs)" means a public or private nonprofit (including a church or religious entity) that serves a significant segment of a community, and is engaged in meeting health and community needs.
  - c. "Disease intervention services" means activities designed to prevent the spread of disease and the development of complications.
  - d. "Electronic HIV/AIDS Reporting System (eHARS)" means an application designed for the management, surveillance, and reporting of HIV/AIDS.
  - e. "Expedited partner therapy (EPT)" means the clinical practice of treating the sex partners of patients diagnosed with chlamydia by providing prescriptions or medications to the patient to take to his/her partner without the health care provider first examining the partner, according to the State of Tennessee's Rules and Regulations, 0880-02-.14.
  - f. "HIV testing" means test devices or kits cleared by the U.S. Food and Drug Administration (FDA) that are determined to meet the criteria for waiver under the Clinical Laboratory Improvement Amendments (CLIA) of 1988, 42 U.S.C. 263a PL100-578 (1988). They are simple, single-use, disposable devices, using minimal reagents, that can provide results in less than 60 minutes and are designed for use with unprocessed specimens (whole blood or oral fluid specimens).
  - g. "Patient Tracking Billing Management Information System (PTBMIS)" means a statewide database combined for all services provided by the Tennessee Department of Health. The PTBMIS has modules for patient registration, collection of financial information, tracking of services, and maintaining medical records.
  - h. "Patient Reporting Investigating Surveillance Manager (PRISM)" means an application designed for the management, surveillance, and reporting of sexually transmitted diseases.

- A.3. Service Goals. The goal of HIV/STD Services is to implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance in Chattanooga, Hamilton County located in southeast Tennessee.
- A.4. Service Recipients. Service recipients are persons seeking services at the Chattanooga-Hamilton County Health Department who are at risk or who are infected with one or more sexually transmitted diseases.
- A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance as follows:
- a. HIV Prevention Services
    - (1) The Grantee agrees to implement and coordinate activities and services related to HIV Prevention, in accordance with the 2012 Tennessee HIV/AIDS Jurisdictional Plan, published by the Tennessee Department of Health, HIV Prevention Program (available at: <http://health.state.tn.us/STD/PDFs/TN%20Jurisdictional%20Plan%20September%202012.pdf>) copies of which will be provided to the Grantee prior to execution of the Grant.
  - b. Surveillance Services
    - (1) The Grantee agrees to continue to provide surveillance services listed below in accordance with the State, HIV/STD Program.
      - i. Conduct epidemiologic investigations to determine patient risk for factors for each.
      - ii. Maintain the confidentiality of protected health information and the security of all patient records.
      - iii. Maintain regular contact and working relationships with providers of services to persons with HIV/AIDS.
      - iv. Provide information and education to regional health care officials and professionals regarding surveillance and reporting requirements and epidemiological statistics and trends as needed.
      - v. Coordinate all STD activities with other regions and State.
  - c. Sexually Transmitted Disease (STD) Services
    - (1) HIV Testing (serologic, oral fluid, rapid):
      - i. The Grantee shall follow the Tennessee Department of Health HIV Testing Guidelines published by the Tennessee Department of Health, HIV Prevention Program (a copy of which has been provided to the Grantee and is available at <http://health.state.tn.us/STD/TestGuidelines.shtml>), regarding the use of serologic/oral fluid/rapid HIV testing. The Grantee shall ensure that all applicable subcontractor(s) follow the Tennessee Department of Health HIV Testing Guidelines and applicable disease reporting statutes (a copy of which is available at <http://health.state.tn.us/STD/TestGuidelines.shtml>).

- ii. The Grantee shall make information available quarterly on HIV Prevention training opportunities to all individuals who provide HIV counseling and testing services (serologic, oral fluid, rapid) including staff from community based organizations. The Grantee shall follow State testing procedures, protocols and all applicable disease reporting statutes (available at <http://health.state.tn.us/STD/TestGuidelines.shtml>).
- (2) The Grantee shall provide STD Program services as follows:
- i. Provide diagnostic and treatment services to persons suspected of having one (1) or more STDs, or seeking diagnostic screening for STDs or HIV.
  - ii. These medical services shall be available at least 37.5 hours per week (excluding holidays); and
  - iii. Ensure that medical services are provided by registered/licensed health professionals (physicians, nurse practitioners, physician assistants, or nurses) in accordance with approved protocols.
- (3) Provide disease intervention services for patients diagnosed and treated for HIV and or STDs in the Grantee's county in accordance with established policies, procedures, communications, protocols and process performance standards found in the STD Prevention Program Guidelines, Tennessee Department of Health, published by the Tennessee Department of Health, HIV/STD Prevention Program (available at: [http://health.state.tn.us/STD/PDFs/STD\\_Program\\_Manual\\_2012.pdf](http://health.state.tn.us/STD/PDFs/STD_Program_Manual_2012.pdf)).
- i. Provide supervisory functions to include any open HIV/STD disease investigations (pouch reviews), and interview and field audits of completed HIV/STD disease investigations.
  - ii. Provide a Disease Intervention Specialist's whose functions will include interviewing, contact-tracing, partner notification, and case management.
- (4) Provide disease intervention services to accomplish the following objectives:
- i. Achieve a contact index of 1.5 for every case interviewed of early syphilis and/or newly diagnosed case of HIV.
    - a) Equal to or greater than fifty percent (50%) of early syphilis cases will be treated within fourteen (14) days.
    - b) Equal to or greater than ninety percent (90%) of early syphilis cases will be treated within thirty (30) days.
    - c) Equal to or greater than ninety percent (90%) of early syphilis cases will be interviewed within thirty (30) days.
    - d) Equal to or greater than seventy five percent (75%) of early syphilis cases interviewed result in at least one (1) partner screened and interviewed.

- ii. Chlamydia Treatment and Partner Services
  - a) Equal to or greater than fifty percent (50%) of all chlamydia cases will be treated within fourteen (14) days.
  - b) Equal to or greater than ninety percent (90%) of all chlamydia cases will be treated within thirty (30) days.
  - c) Equal to or greater than eighty percent (80%) of cases will be interviewed.
- iii. Gonorrhea Treatment and Partner Services
  - a) Equal to or greater than fifty percent (50%) of all cases will be treated within fourteen (14) days.
  - b) Equal to or greater than ninety percent (90%) of all cases will be treated within thirty (30) days.
  - c) Equal to or greater than eighty percent (80%) of cases will be interviewed.
- iv. Equal to or greater than ninety five percent (95%) of Gonorrhea/HIV co-infection (previous and newly diagnosed HIV) will be interviewed.
- v. Equal to or greater than ninety percent (90%) of newly diagnosed HIV positive cases identified in STD clinics will be referred to HIV care within ninety (90) days of diagnosis.
- vi. Equal to or greater than ninety percent (90%) of newly diagnosed HIV positive cases identified in STD clinics will attend first HIV care assessment appointment.
- vii. Equal to or greater than ninety percent (90%) completeness of race, gender, age, ethnicity, treatment given, pregnancy status, provider information on index cases, Early Syphilis partner contact information (completeness of Interview records) in PTBMIS, PRISM, and eHARS.
- viii. Identify Community Based Organizations and/or Community Healthcare Centers in Chattanooga/Hamilton County that provide clinical services to men having sex with men.
- ix. Identify and attend Chattanooga/Hamilton County safety net consortium meetings.
- x. Provide chlamydia epidemiology and treatment education to the facilities identified in A.5.c.(4) ix. above.
- xi. Provide STD education to one (1) safety net provider and one (1) Federally Qualified Health Care Center in Chattanooga/Hamilton County.
- xii. Identify one (1) safety net provider and one (1) CBO who provides STD services in Chattanooga/Hamilton County with which to collaborate in an ongoing educational program.

- xiii. Develop and deliver an STD health education presentation to the providers identified in A.5.c.(4) xii. above.
  - xiv. Develop and deliver an STD policy presentation to key community stakeholders in Chattanooga/Hamilton County.
  - xv. Identify providers in Chattanooga/Hamilton County with low rates of adequate Gonorrhea treatment.
  - xvi. Collaborate with providers identified in A.5.c.(4) xv. above, to address and educate regarding CDC treatment Guidelines for Gonorrhea.
- (5) Establish a written policy (based upon a local assessment of disease morbidity and trends, staffing, and resources) to describe which of the STD priorities listed under two (ii.) below, will be provided disease intervention services; and
- i. Submit the established policy in writing to the State HIV/STD/AIDS Section within ninety (90) days of the start date of this grant period.
  - ii. This policy must be consistent with the following order of HIV/STD priorities:
    - a) Pregnant women
    - b) Children under age 13 including infants
    - c) Early (less than one (1) year's duration) syphilis
    - d) Newly diagnosed HIV infection
    - e) Gonorrhea in females
    - f) Chlamydia in females
    - g) Gonorrhea in males
    - h) Chlamydia in males
- (6) Ensure that appropriate laboratory services are available for processing HIV and STD tests.
- (7) Conduct an annual laboratory visit of laboratories in the Grantee's county that are performing tests for gonorrhea, chlamydia, syphilis, and/or HIV.
- i. Assure each identified laboratory is aware of reporting requirements, procedures and mechanisms; and
  - ii. Establish a mechanism to monitor reporting compliance.
- (8) Conduct surveillance activities to assure the complete and timely reporting of STDs.
- (9) Refer patients to other appropriate community resources when findings indicate problems beyond the scope of the HIV/STD clinic.
- (10) Conduct bi-annual chart reviews of patient medical records following an approved HIV/STD quality assurance protocol.
- (11) Ensure that HIV and STD pamphlets, brochures, audio-visual programs, or other materials are available in the patient reception and waiting areas of the clinic.
- (12) Impart sufficient information to patients to assure that they have accurate perceptions of their disease(s) and treatment. This information includes:

- i. A clinician shall explain the following to the patient:
    - a) the results of tests,
    - b) the name of the disease and its significance to the patient,
    - c) the name of the medication, when to take it and what to do if doses are missed,
    - d) the expected outcome of treatment and possible side effects,
    - e) the appropriate response to an apparent treatment failure,
    - f) the necessity for appropriate follow-up tests,
    - g) the follow-up tests that will be performed,
    - h) the purposes of the follow-up tests, and
    - i) the potential consequences of not having the follow-up tests performed.
  
  - ii. Disease Intervention Specialist shall explain to the patient:
    - a) how the disease is acquired and transmitted,
    - b) the period of infectiousness,
    - c) the potential for re-infection if partner(s) are not medically evaluated,
    - d) the rationale behind assuring that the sexual partner(s) obtain appropriate medical evaluation,
    - e) the potential for partners having an asymptomatic infection,
    - f) the need to abstain from sex until partners obtain appropriate medical care,
    - g) the need to adopt appropriate risk-reduction behaviors such as abstinence or condom use,
    - h) the value of recognizing the major symptoms of STD infection, and
    - i) the need for the prompt medical evaluation of symptoms or possible exposure.
- (13) Perform data entry and system quality assurance measures into PRISM system in order to meet the State's statistical, evaluation and reporting requirements.
  - (14) As requested, assist in the training of other health care professionals.
  - (15) Train all new clinic staff.
  - (16) Train all new Disease Intervention Specialists in accordance with the training recommendations in the HIV/STD Prevention Program Guidelines, Tennessee Department of Health, published by the Tennessee Department, HIV/STD Prevention Program (available at: [http://health.state.tn.us/STD/PDFs/STD\\_Program\\_Manual\\_2012.pdf](http://health.state.tn.us/STD/PDFs/STD_Program_Manual_2012.pdf)).
  - (17) Assure all contract-supported positions have regularly assigned duties and responsibilities that are limited in scope to services for STDs (including HIV).
  - (18) Establish and complete PTBMIS patient encounters within five (5) working days of the patient visit, including laboratory tests ordered.
  - (19) Utilize EPT when a chlamydia patient states that his/her partner(s) is/are unwilling to appear for medical examination.

A.6. Service Reporting.

- a. The Grantee shall ensure that all case information is entered into the appropriate reporting system based upon the specified sexually transmitted disease reporting guidelines.
- b. The Grantee will maintain a case log that contains all reported and investigated HIV cases within HIV Surveillance that is subject to inspection by program staff at any time.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., d., e., and f., below);
- b. Tennessee HV/AIDS Jurisdictional Plan for 2012-2016 Grant Years;
- c. Tennessee Department of Health HIV Testing Guidelines;
- d. State testing procedures, protocols and all applicable disease reporting statutes;
- e. HIV/STD Prevention Program Guidelines, Tennessee Department of Health; and
- f. Centers for Disease Control and Prevention (CDC) cooperative agreement.

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

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on January 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Sixteen Thousand Seven Hundred Dollars (\$416,700) ("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 (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Contract Coordinator  
 Tennessee Department of Health  
 HIV/STD Program  
 Andrew Johnson Tower, 4th Floor  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243

- 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-HIV/STD Program.
  - (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 twenty percent (20%) 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 Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, 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:

Carolyn Wester, M.D.  
 Medical Director  
 Tennessee Department of Health  
 HIV/STD Program  
 Andrew Johnson Tower, 4th Floor  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 Email Address: Carolyn.Wester@tn.gov  
 Telephone # (615) 741-7500  
 FAX # (615) 741-3691

The Grantee:

Rebekah Barnes, Director  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, Tennessee 37403-2165  
 Email Address: BeckyB@hamiltonTN.gov  
 Telephone #: (423) 209-8022  
 FAX #: (423) 209-8001

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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 5).
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 6.
- 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, motor vehicles, or contracted services, procurements by the

Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "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 be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- 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](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E2. 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.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. 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.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. 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/excomp.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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant 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.7. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

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

E.8. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.940 – AIDS Prevention Project

93.977 – Prevention Health Services – Sexually Transmitted Diseases Control Grants

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

*Becky Barnes*

*11/3/15*

GRANTEE SIGNATURE

DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

**ATTACHMENT 1****Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	U62PS003700
Federal award date	1/1/2015
CFDA number and name	93.940
Grant contract's begin date	January 1, 2016
Grant contract's end date	December 31, 2016
Amount of federal funds obligated by this grant contract	\$229,000
Total amount of federal funds obligated to the subrecipient	\$0
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,402,115
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Jon Messick 770 488-2897 <a href="mailto:Yfa4@cdc.gov">Yfa4@cdc.gov</a>
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)	11.3% TDH

**ATTACHMENT 1****Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	H25PS004359
Federal award date	3/3/15
CFDA number and name	93.977
Grant contract's begin date	January 1, 2016
Grant contract's end date	December 31, 2016
Amount of federal funds obligated by this grant contract	\$154,300
Total amount of federal funds obligated to the subrecipient	\$0
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,182,641
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Arthur Lusby <a href="mailto:alusby@cdc.gov">alusby@cdc.gov</a> 770-4888-2865
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)	TDH 11.3% Indirect Agreement

**ATTACHMENT 2**  
**GRANT BUDGET**  
**(BUDGET PAGE 1)**

Chattanooga Hamilton County Health Department		HIV Prevention/STD Roll-Up		
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 1/1/2016, and ending 12/31/2016.</b>				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$334,700.00	\$0.00	\$334,700.00
2	Benefits & Taxes	\$73,800.00	\$0.00	\$73,800.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,500.00	\$0.00	\$2,500.00
6	Telephone	\$1,400.00	\$0.00	\$1,400.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,700.00	\$0.00	\$1,700.00
10	Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$1,500.00	\$0.00	\$1,500.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$416,700.00</b>	<b>\$0.00</b>	<b>\$416,700.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2**  
**GRANT BUDGET**  
**(BUDGET PAGE 2)**

Chattanooga-Hamilton County Health Department		HIV Prevention		
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 1/1/2016, and ending 12/31/2016.</b>				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$147,700.00	\$0.00	\$147,700.00
2	Benefits & Taxes	\$73,100.00	\$0.00	\$73,100.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,500.00	\$0.00	\$2,500.00
6	Telephone	\$1,400.00	\$0.00	\$1,400.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,700.00	\$0.00	\$1,700.00
10	Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$1,500.00	\$0.00	\$1,500.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$229,000.00	\$0.00	\$229,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policv3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

<b>SALARIES</b>	<b>AMOUNT</b>
April Tumlin, Nurse Specialist \$4,323.25 x 12 x 100%	\$51,879.00
Malia, Hinson, Patient Service Representative, \$2,056.32 x 12 x 100%	\$24,675.84
Debra Wheeler, Patient Service Representative, \$2,277.30 x 12 x 100%	\$27,327.60
Cynthia Wood, Public Health Representative, \$3,653.79 x 12 x 100%	\$43,845.48
<b>TOTAL ROUNDED</b>	<b>\$147,700.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Routine Travel	\$1,000.00
Statewide HIV/AIDS Meetings	\$500.00
<b>TOTAL</b>	<b>\$1,500.00</b>

**ATTACHMENT 2**  
**GRANT BUDGET**  
(BUDGET PAGE 4)

Chattanooga Hamilton County Health Department		State STD		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 1/1/2016, and ending 12/31/2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$32,700.00	\$0.00	\$32,700.00
2	Benefits & Taxes	\$700.00	\$0.00	\$700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$33,400.00</b>	<b>\$0.00</b>	<b>\$33,400.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policv3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 5)**

<b>SALARIES</b>	<b>AMOUNT</b>
Deb Sardin, Public Health Nurse Specialist, \$4,869.68 x 12 x 56%	\$32,724.24
<b>TOTAL ROUNDED</b>	<b>\$32,700.00</b>

**ATTACHMENT 2**  
**GRANT BUDGET**  
**(BUDGET PAGE 6)**

Chattanooga Hamilton County Health Department		STD Prevention		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 1/1/2016, and ending 12/31/2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$154,300.00	\$0.00	\$154,300.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$154,300.00</b>	<b>\$0.00</b>	<b>\$154,300.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 7)**

<b>SALARIES</b>	<b>AMOUNT</b>
Laurie Tucker, Public Health Representative 3, \$3,807.13 x 12 x 91.55%	\$41,825.13
Val Sanderfer, Public Health Representative 2, \$3,430.91 x 12 x 91.55%	\$37,691.98
Grady Hicks, Public Health Representative 2, \$3,391.33 x 12 x 91.55%	\$37,257.15
Eundra Porter, Public Health Representative 2, \$3,416.12 x 12 x 91.55%	\$37,529.49
<b>TOTAL ROUNDED</b>	<b>\$154,300.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

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

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

Please check one of the following boxes  
 These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

ATTACHMENT:

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:  
Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_  
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_  
Cost step down. \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

<u>CONTRACTOR/GRANTEE</u>	<u>FEDERAL ID #</u>
<u>CONTRACTING STATE AGENCY</u>	<u>REPORT PERIOD</u>
Program #	
Contract Number	
Grant Period	
Program Name	
Service Name	

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #	
Contract Number	
Grant Period	
Program Name	
Service Name	

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	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)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

**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:**

**Shanell McGoy, Ph.D, Director of HIV/STD Programs, TN Department of Health;**

**John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and**

**[fa.audit@tn.gov](mailto:fa.audit@tn.gov), TN Department of Finance and Administration**

## ATTACHMENT 6

## Parent Child Information

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent?    Yes             No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child?    Yes             No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



# Hamilton County Board of Commissioners RESOLUTION

No. 1115-32

A RESOLUTION ACCEPTING THE BID OF YOUNG ELECTRIC COMPANY, INC. FOR AN EMERGENCY GENERATOR ADDITION FOR THE SEQUOYAH HEALTH CENTER AMOUNTING TO \$91,617.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for an emergency generator addition for the Sequoyah Health Center; and,

WHEREAS, the bid from Young Electric Company, Inc. amounting to \$91,617.00 for the emergency generator addition and alternate one was considered to be the lowest and best bid received; and,

WHEREAS, \$73,617.00 of the cost will be paid through the Public Health Emergency Preparedness Grant and the remaining \$18,000.00 is budgeted in the Health Department's Capital Outlay Fund; and,

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

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

That the bid of Young Electric Company, Inc. for an emergency generator addition for the Sequoyah Health Center amounting to \$91,617.00 is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

November 18, 2015

\_\_\_\_\_  
Date



Principals  
Joe B. Hutcherson III, P.E.  
Thomas L. Miller, Jr. P.E.

Quality Engineering Since 1982

October 29, 2015

Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

Subject: Emergency Generator Addition for Sequoyah Health Department  
Hamilton County Project No: #15-901

Bids for the above mentioned project were received by the Hamilton County Purchasing Department at 2:30 pm local time on September 30, 2015. Itemized and total bids for each contractor are per the below:

BIDDERS	BASE BID	ALT #1	TOTAL
Adman Electric, Inc.	\$82,320.00	\$13,312.00	\$95,632.00
Young Electric	\$83,676.00	\$7,941.00	\$91,617.00

It is our understanding the owner wishes to include the Alternate #1 in the project scope. The bid of Young Electric is considered to be competitive and in line with present construction pricing levels. Young Electric is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Young Electric.

Sincerely,

C. Jeffery Westbrook, P.E.  
Project Manager  
MARCH ADAMS & ASSOCIATES, INC.

cjw

Attachments: Bid Tabulation Form

cc: Todd Leamon, PE, County Engineer  
John Agan, PE, Engineering Project Manager  
Autumn Friday, Project Manager

Street Address  
310 Dodds Avenue  
Chattanooga, TN 37404  
Phone (423) 698-6675

[www.marchadams.com](http://www.marchadams.com)

Mailing Address  
P.O. Box 3689  
Chattanooga, TN 37404  
Fax (423) 698-3638

CIVIL • STRUCTURAL • MECHANICAL • ELECTRICAL • INDUSTRIAL

**BID TABULATION**  
**EMERGENCY GENERATOR ADDITION FOR SEQUOYAH HEALTH CENTER**  
**PROJECT #: 15-901**  
**MAA PROJECT #: 15207**

<b>BIDDER</b>		<b>ADMAN ELECTRIC</b>	<b>YOUNG ELECTRIC</b>	<b>---</b>
LICENSE NUMBER	00100	15431	35916	---
EXPERIATION DATE	00100	8/31/2017	1/31/2016	---
CLASSIFICATION	00100	CE	CE-B	---
BID BOND	00410	X	X	---
DRUG FREE AFFIDAVIT	00415	X	X	---
DBE GOOD FAITH AFFIDAVIT	00416	X	X	---
STATEMENT OF COMPLIANCE	00418	X	X	---
STATEMENT OF QUALIFICATIONS	00420	X	X	---
SUBCONTRACTOR'S BID LIST	00430	---	---	---
STATEMENT OF EQUIPMENT	00450	X	X	---
ADDENDUM NUMBER	---	1	1	---
BID ITEM 1 (Allowance)	00300	\$5,000	\$5,000	---
BID ITEM 2	00300	\$77,320	\$78,676	---
TOTAL BASE BID	00300	\$82,320	\$83,676	---
ALTERNATE 1	00300	\$13,312	\$7,941	---
TOTAL (BASE + ALT 1)	00300	\$95,632	\$91,617	---
COMPLETION TIME	----	150 days from release	150 days from release	---
SUBCONTRACTOR	---	---	Jake Marshall Services	---
LICENSE NUMBER	---	---	02116	---
EXPIRATION DATE	---	---	3/31/2015	---
CLASSIFICATION	---	---	CMC, MU-A, E1	---

We hereby certify that the bids received on September 30, 2015 at 2:30 PM (EST) for the above subject project as stated above are true and correct.  
MARCH ADAMS & ASSOCIATES, INC.

BY: Jeff Westbrook, P.E.  
TITLE: Project Manager

## LEGAL AD

Please run the attached ad on Thursday, September 10, 2015

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, Chattanooga, TN, 37404 will receive bids before 2:30 PM Local Time, on September 30, 2015 for the following construction project: Sequoyah Health Clinic Generator, Project Number 15-901.

Project consists of installation of a new diesel generator and transfer switch at the Sequoyah Health Center, which is located at 9527 West Ridge Trail Road, Soddy Daisy, TN 37379

A Mandatory Pre-Bid Meeting will be held on Thursday, September 17, 2015 at 10:00 AM local time at the Sequoyah Health Clinic, 9527 West Ridge Trail Road, Soddy Daisy, TN 37379. Phone number: 423-842-3031.

Bidding documents will be distributed by: Hamilton County Engineering Department at 423-209-7810 for instruction on how to access the internet ftp site in order to download plans and specifications.

### REQUEST FOR BIDS

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, Chattanooga, TN, 37404 will receive bids before 2:30 PM Local Time, on September 30, 2015 for the following construction project: Sequoyah Health Clinic Generator, Project Number 15-901.

Project consists of installation of a new diesel generator and transfer switch at the Sequoyah Health Center, which is located at 9527 West Ridge Trail Road, Soddy Daisy, TN 37379

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Bidding documents will be distributed by: Hamilton County Engineering Department at 423-209-7810 for instruction on how to access the internet ftp site in order to download plans and specifications.



# Hamilton County Board of Commissioners RESOLUTION

No. 1115-33

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ACCEPT A GRANT SUPPLEMENT IN THE AMOUNT OF \$255,012.00 FROM THE HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) AND TO INCREASE THE EXPENSE AND REVENUE BUDGETS BY \$255,012.00.

**WHEREAS,** the Chattanooga-Hamilton County Health Department is a recipient of a HRSA grant to operate the Homeless Healthcare Center (HHC), and

**WHEREAS,** HRSA provides Expanded Services (ES) supplemental funds to support increased access to preventive and primary health care services at existing Health Center Program grantee sites, and

**WHEREAS,** HRSA identified \$255,012.00 of these ES funds to expand services at the HHC, and

**WHEREAS,** the management of the HHC has determined that clients of that facility can benefit from expanded dental, social counseling and optometry services, and that all programs provided there can benefit from additional quality management and support services work, and

**WHEREAS,** the HHC can efficiently increase dental, social counseling and quality management services by increasing three part time positions to full time positions and adding a part time support services position, and

**WHEREAS,** the management has identified optometry services on a contract basis.

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

The County Mayor is hereby authorized to accept a grant supplement in the amount of \$255,012.00 from the Health Resources and Services Administration (HRSA) and to increase the expense and revenue budgets by \$255,012.00.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
November 18, 2015

Date

<b>1. DATE ISSUED:</b> 09/04/2015		<b>2. PROGRAM CFDA:</b> 93.224	
<b>3. SUPERSEDES AWARD NOTICE dated:</b> 08/18/2015 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.			
<b>4a. AWARD NO.:</b> 3 H80CS00023-14-07		<b>4b. GRANT NO.:</b> H80CS00023	
		<b>5. FORMER GRANT NO.:</b> H66CS00379	
<b>6. PROJECT PERIOD:</b> <b>FROM:</b> 11/01/2001 <b>THROUGH:</b> 02/29/2016			
<b>7. BUDGET PERIOD:</b> <b>FROM:</b> 11/01/2014 <b>THROUGH:</b> 02/29/2016			



**NOTICE OF AWARD**  
**AUTHORIZATION (Legislation/Regulation)**  
 Public Health Service Act, Title III, Section 330  
 Public Health Service Act, Section 330, 42 U.S.C. 254b  
 Affordable Care Act, Section 10503

**8. TITLE OF PROJECT (OR PROGRAM):** HEALTH CENTER CLUSTER

**9. GRANTEE NAME AND ADDRESS:**  
 Chattanooga-Hamilton County Health Department  
 921 E Third St  
 Chattanooga, TN 37403-2102  
**DUNS NUMBER:**  
 029870271  
 BHCMS # 042030

**10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)**  
 Karen C Guinn  
 Chattanooga-Hamilton County Health Department  
 Division Line: Chattanooga Hamilton County Health Department  
 921 E Third Street  
 Chattanooga, TN 37403-2102

**11. APPROVED BUDGET:** (Excludes Direct Assistance)  
 Grant Funds Only  
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages :	\$1,215,001.00
b. Fringe Benefits :	\$624,237.00
c. Total Personnel Costs :	\$1,839,238.00
d. Consultant Costs :	\$0.00
e. Equipment :	\$5,000.00
f. Supplies :	\$120,000.00
g. Travel :	\$12,690.00
h. Construction/Alteration and Renovation :	\$0.00
i. Other :	\$616,361.00
j. Consortium/Contractual Costs :	\$162,739.00
k. Trainee Related Expenses :	\$0.00
l. Trainee Stipends :	\$0.00
m. Trainee Tuition and Fees :	\$0.00
n. Trainee Travel :	\$0.00
o. TOTAL DIRECT COSTS :	\$2,756,028.00
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q. TOTAL APPROVED BUDGET :	\$2,756,028.00
i. Less Non-Federal Share:	\$924,399.00
ii. Federal Share:	\$1,831,629.00

**12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:**

a. Authorized Financial Assistance This Period	<b>\$1,831,629.00</b>
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$1,576,617.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$255,012.00</b>

**13. RECOMMENDED FUTURE SUPPORT:** (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
	Not applicable

**14. APPROVED DIRECT ASSISTANCE BUDGET:** (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	<b>\$0.00</b>

**15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:**  
**A=Addition B=Deduction C=Cost Sharing or Matching D=Other** **[D]**  
 Estimated Program Income: \$41,000.00

**16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**  
 a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

**REMARKS:** (Other Terms and Conditions Attached  Yes  No)

*Electronically signed by Lisa Ayoub, Grants Management Officer on: 09/04/2015*

<b>17. OBJ. CLASS:</b> 41.51		<b>18. CRS-EIN:</b> 1626000636A3		<b>19. FUTURE RECOMMENDED FUNDING:</b> \$1,092,072.00		
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
15 - 398879E	93.527	15H80CS00023	\$255,012.00	\$0.00	HCH	HealthCareCenters_15

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

### Program Specific Condition(s)

#### 1. Due Date: Within 120 Days of Award Issue Date

This Notice of Award (NoA) reflects approval of a change in scope to the following:

Add Additional Clinical service:

Optometry

This change in scope is not yet effective; within 120 days of the release date of this NoA (i.e., the date HRSA emailed you this Notice of Award), you must submit an electronic deliverable verifying the proposed action consistent with the description provided within the application.

### Grant Specific Term(s)

1. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
2. Grantees may re-budget Expanded Services (ES) funding without prior approval as long as the proposed use of ES funds aligns with the intent of the ES supplemental funding opportunity and complies with requirements in the HHS Grants Policy Statement available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>. Note that health centers must achieve the new patient targets proposed in the original ES application, even if the proposed activities change post award. Patient projections may not be revised.
3. ES funding cannot be used to support services that were: (1) not noted on Form 5A: Services Provided or (2) proposed for sites not included on Form 5B: Service Locations at the time of application. If your organization described the provision of a new service in your application, but did not modify the Form 5A appropriately as required, you must submit a Change in Scope request to ensure that your Form 5A will accurately reflect the new service you plan to provide as part of your ES-funded project. If a new service was proposed in the ES application in error, select "Not Implemented" in response to the corresponding scope verification condition. If you are not able to implement a new service within the specified timeframes, you can request to add the new service via the Change in Scope (CIS) module in EHB at a later date. The provision of new and/or expanded services, and the corresponding responses to scope verification conditions, must comply with current CIS policy. For more information on scope and the CIS process, see <http://bphc.hrsa.gov/programrequirements/scope.html>.
4. Your organization will be required to report on progress made towards implementing the ES proposal and reaching your new patient projection through the annual Budget Period Progress Report. In addition, HRSA will monitor future UDS reports for demonstrated progress toward meeting the new patient projection.
5. This NoA provides Health Center Expanded Services (ES) supplemental funding to support the expansion of comprehensive primary care services to underserved populations. Health Center Program grantees must ensure that ES funding will supplement, not supplant, existing service provision resources. Grantees are expected to begin the provision of new and expanded services within 120 days of award and to achieve the new patient projection included in the ES application by December 31, 2017. Patient projections from multiple opportunities, including this ES funding, will be added to compute each grantee's Patient Target, and future funding may be reduced if the Patient Target, representing patient commitments across multiple funding opportunities, is not achieved.
6. This award provides supplemental funding for Expanded Services (ES) activities for the period September 1, 2015 through August 31, 2016. As such, a portion of these funds are being provided for use in the grantee's upcoming FY 2016 budget period. In order to use this funding in the upcoming budget period, the appropriate amount must be shown as un-obligated (UOB) on line 10.h of the Annual Federal Financial Report (FFR), SF 425. In addition, a Prior Approval Request to carry over these funds must be submitted through EHB immediately following the FFR submission. Please consult the Grants Management Specialist for questions regarding submission of the FFR and/or Prior Approval Requests to carry over UOB funds. Pro-rated funding will be included in your annual FY 2016 award to support ES activities for the remainder of the FY 2016 budget period. Yearly funding equivalent to the amount of this award will continue beyond FY 2016 dependent upon Congressional appropriation and satisfactory grantee performance.

7. Due to the availability of resources, your Expanded Services funding amount has been increased by \$18,300; consistent with Health Center Program statutory distribution requirements, adjustments have been made to your FY 2015 program allocation. These adjustments do not reduce your FY 2015 target funding level nor impact your FY 2015 funded activities.

All prior terms and conditions remain in effect unless specifically removed.

## Contacts

### NoA Email Address(es):

Name	Role	Email
Karen C Guinn	Authorizing Official, Program Director, Point of Contact, Authorizing Official	kareng@hamiltonn.gov
Paula Y Britton	Business Official	paulab@mail.hamiltonn.gov

Note: NoA emailed to these address(es)

### Program Contact:

For assistance on programmatic issues, please contact Kasia Harris at:

CSD

5600 Fishers Ln.

Rockville, MD, 20852-1750

Email: KHarris@hrsa.gov

Phone: (301) 443-2071

### Division of Grants Management Operations:

For assistance on grant administration issues, please contact Debbie Williams at:

MailStop Code: 10SWH03

HRSA/OFAM/DGMO/HCB

5600 Fishers Lane

Rockville, MD, 20857-0001

Email: dwilliams@hrsa.gov

Phone: (301) 945-9450



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1115-34

A RESOLUTION MAKING AN APPROPRIATION TO HIGHWAY 58 VOLUNTEER FIRE DEPARTMENT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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

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

WHEREAS, Commissioner Chester Bankston desires to allocate Two Thousand Dollars (\$2,000.00) to Highway 58 Volunteer Fire Department to assist with the purchase of equipment and supplies; and

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

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

That Two Thousand Dollars (\$2,000.00) from General Fund discretionary monies, as allotted to District Nine, be appropriated to Highway 58 Volunteer Fire Department to assist with the purchase of equipment and supplies.

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

November 18, 2015

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1115-35

**A RESOLUTION APPROVING THE TRANSFERING OF \$34,000.00 IN DISCRETIONARY BOND FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT FIVE TO COUNTY COMMISSION DISTRICT SEVEN, AND THE TRANSFERING OF A LIKE AMOUNT IN GENERAL FUND DISCRETIONARY FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT SEVEN TO COUNTY COMMISSION DISTRICT FIVE.**

**WHEREAS,** by adoption of the 2015-2016 fiscal year budget, this county legislative body has appropriated certain funds from the General Fund operating budget for expenditure within each of the nine (9) County Commission Districts (General Fund Discretionary Funds), and Hamilton County ("County") creates and maintains a separate expenditure within said budget known as "General Fund discretionary funds", from which each County Commissioner may make appropriations within their respective District or otherwise; and

**WHEREAS,** by adoption of resolution 714-15 in July 2014, this county legislative body appropriated certain bond funds for expenditure within each of the nine (9) County Commission Districts in the form of eligible public works capital expenditures by the issuance of bonds (Discretionary Bond Funds), and Hamilton County ("County") creates and maintains a separate expenditure within said bond fund known as "discretionary bond funds", from which each County Commissioner may make appropriations within their respective District for public works capital projects that meet the requirements of TCA 9-21-105; and

**WHEREAS,** recent guidance as received from the Office of the Comptroller for the State of Tennessee has questioned the County's past practices of expending General Fund Discretionary Funds for use on behalf of the Hamilton County Department of Education, thereby prohibiting this

county legislative body's past practice of expending General Fund discretionary funds on Department of Education related projects; and

**WHEREAS,** Seventh District County Commissioner Sabrena Turner-Smedley desires to appropriate \$34,000.00 for the construction of public restrooms within the sports stadium at East Hamilton High School, but has no Discretionary Bond funds available although said amount remains within her General Fund Discretionary Fund allotment; and

**WHEREAS,** It is permissible to spend bond funds on school related capital projects that meet the requirements of TCA 9-21-105 related to the expenditure of bond funds; and

**WHEREAS,** Fifth District County Commissioner Greg Beck has in excess of \$34,000.00 within his allotted Discretionary Bond funds (for District Five) which he is willing to transfer to County Commission District Seven for the purpose of constructing said public restrooms, in exchange for a like amount of General Fund Discretionary Funds being transferred in the County's said budget from District Seven's General Fund discretionary funds to District Five's General Fund discretionary fund allocation; and

**WHEREAS,** said budgetary readjustment is within the best interest of the citizens of Hamilton County.

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

That of those funds allocated to County Commission District Five and designated as "discretionary bond funds", in the amount of Thirty Four Thousand Dollars (\$34,000.00), shall be reallocated to County Commission District Seven's discretionary bond funds; and in like manner, Thirty Four Thousand Dollars (\$34,000.00) presently allotted to County Commission District Seven as "General Fund discretionary funds" be reallocated to County Commission District Five's General Fund discretionary account for further allocation as said County Commissioner may direct.

**BE IT FUTHER 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

\_\_\_\_\_  
November 18, 2015

\_\_\_\_\_  
Date