

# Hamilton County Board of County Commissioners

## AGENDA

November 02, 2016

### ROLL CALL

INVOCATION - Commissioner Boyd

PLEDGE TO THE FLAG - Commissioner Boyd

- Presentation            Commissioner Sabrena Smedley will honor Janice Robertson with a Certificate of Appreciation for the Snack Pack program.
- Minutes                    Recessed Meeting - October 12, 2016
- Minutes                    Agenda Session - October 12, 2016
- Minutes                    Regular Meeting - October 19, 2016
- Report                     Trustee Monthly Report September 2016
- Report                     Trustee Excess Fee Report September 2016
- Report                     Juvenile Court Clerk's Report July and August 2016
- Res. No. 1116-1            A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, and oaths of Deputy Sheriffs.
- Res. No. 1116-2            A Resolution to authorize the County Mayor to increase the contract with Thomas Brothers Construction Company, Inc. for the intersection improvements at East Brainerd Road (SR-320) and Ooltewah Ringgold Road (SR-321) for an amount not to exceed \$124,618.54.
- Res. No. 1116-3            A Resolution to make certain findings relating to the ECG Chestnut, LP. project, to delegate certain authority to the Health, Education and Housing Facility Board of the City of Chattanooga, Tennessee, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.
- Res. No. 1116-4            Resolution Number Not Used
- Res. No. 1116-5            A Resolution accepting a State of Tennessee, Governor's Highway Safety Office grant for the "remove intoxicated and impaired drivers" project with a term ending September 30, 2017 and amending the Sheriff's Office operating budget by adding \$76,000 to revenues and expenditures.
- Res. No. 1116-6            A Resolution accepting a U.S. Department of Justice grant and to amend the Sheriff's operating budget by increasing revenues and expenditures by \$17,450. pursuant to the grant terms, the funds may be used for correction purposes only.
- Res. No. 1116-7            A Resolution to accept a donation of canine equipment and associated supplies and training from the Chattanooga Dog Agility Club to the Hamilton County Sheriff's Office valued at approximately \$4,896 for law enforcement purposes.
- Res. No. 1116-8            A Resolution to accept a donation of a 40MM Single Shot Launcher with an estimated retail value of \$975 from the Amtech Less-Lethal systems to the Hamilton County Sheriff's Office.
- Res. No. 1116-9            A Resolution authorizing the County Mayor to amend the 2016 - 2017 budget for the Justice for Families Grant, from the Office on Violence Against Women (OVW). The two year grant in the amount of \$250,000.00 with the grant period of April 1, 2015 to March 31, 2017 has a remaining balance of \$64,370.00 The FY2017 budgeted amount of \$125,000.00 for revenues and expenditures should be reduced to \$64,370.00 to reflect the current funds available for FY2017.
- Res. No. 1116-10           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 \$492,400.00 to provide sexually transmitted disease and HIV education, prevention and control services in Hamilton County, for a time period of January 1, 2017 through December 31, 2017.

- Res. No. 1116-11 A Resolution accepting the bids of Brozelco Inc., Shields Electronics Supply, Inc., and Tessco Incorporated for a one (1) year contract unit pricing, beginning November 3, 2016, through November 2, 2017, with the option to renew for six (6) additional months, for communications cable for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1116-12 A Resolution accepting the bids of DataComm Cabling, LLC, Integrated Networking Technologies, LLC, and Pearlnet LLC, for a one (1) year contract unit pricing, beginning November 3, 2016, through November 2, 2017, for hourly labor rates for a Telecommunications Technician for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1116-13 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of September 1, 2016, through September 30, 2016, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

## 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 12, 2016**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            October 12, 2016

**BE IT REMEMBERED**, that on this 12<sup>th</sup> day of October, 2016, 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 Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Smedley, and Chairman Bankston. Commissioner Boyd and Commissioner Mackey were absent. Total present – 6. Total absent -2.

Chairman Bankston reported that Commissioner Boyd and Commissioner Mackey would be absent for today's Recessed Meeting and Agenda Session.

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

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
OCTOBER 12, 2016**

Commissioner Bankston introduced Pastor Chris Peponis, Fellowship Baptist Church, who gave the invocation. Commissioner Bankston led in the pledge to the flag.

**LATE ITEM**

**RESOLUTION NO. 1016-34 A RESOLUTION APPROVING THE EXPENDITURE OF UP TO TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY EXPENSE FUNDS AS ALLOTTED TO DISTRICT SIX TO PURCHASE PAINT MATERIALS FOR THE LOOKOUT VALLEY RECREATION CENTER.**

Commissioner Graham reported that parents and volunteers at the Lookout Valley Recreation Center recently brought to his attention the need for paint materials to assist in preparing the center for next season. It was noted that the recreation center will be closed and winterized in the next two weeks. He explained that he has unused funds in his discretionary expense funds account for the purchase.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1016-34. The foregoing Motion was rejected on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Smedley, "Aye. Commissioner Boyd and Commissioner Mackey were absent. Total present – 6. Total absent – 2. Total "Aye" votes – 4. Total

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
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“Nay” votes – 0. Commissioner Fairbanks and Chairman Bankston announced that they were present.

The motion failed to receive the required votes per Tennessee Code Annotated 5-5-109.

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 12, 2016**

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

Agenda Preparation Session  
October 12, 2016

**BE IT REMEMBERED**, that on this 12<sup>th</sup> day of October, 2016, 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 Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Smedley, and Chairman Bankston. Commissioner Boyd and Commissioner Mackey were absent. Total present - 6. Total absent – 2.

Chairman Bankston reported in the Recess Meeting that Commissioner Boyd and Commissioner Mackey would be absent for today's Recessed Meeting and Agenda Session.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 12, 2016**

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

**COMMITTEE ASSIGNMENTS**

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

- Unaudited Financial Reports from Circuit Court Clerk, Clerk and Master, County Clerk and Register for the fiscal year ending June 30, 2016 would be submitted as a matter of record.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolution No. 1016-11 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 1016-11 through 1016-33 were heard by a Committee of the Whole.

Chairman Bankston stated that because several Commissioners were absent for today's meeting, all items on the agenda would now be heard by a Committee of the Whole.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 12, 2016**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-12**

This Resolution reappoints Chairman Chester Bankston, Commissioner Warren Mackey, and Commissioner Jim Fields to the Hamilton County Audit Committee for a term ending October 19, 2017.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-13**

This Resolution appoints Commissioner Sabrena Smedley as an associate member to the Hamilton County Board of Zoning Appeals to fill the unexpired term of created by Commissioner Marty Haynes being elected Assessor of Property.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-14**

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 12, 2016**

This Resolution reappoints Patricia M. McKoy to the Chattanooga Area Regional Transportation Authority (CARTA) Board of Directors for a term ending October 19, 2021.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-15**

Commissioner Graham spoke regarding this item, which accepts the bid of Ross Glass & Aluminum, LLC for \$32,275.00 from District 6 general fund discretionary monies for the purchase of replacement windows at the John A. Patton Recreation Center. He explained that the recreation center is used by many people, and renovations are taking place to improve the building for the community. It was noted that this item will allow insulated windows to be installed in several rooms of the center.

In response to Commissioner Smedley's question, Commissioner Graham stated that the funds will come from general fund discretionary monies that he has had for many years. He clarified that he would never bring a purchase for District 6 before the Commission that could cause a tax increase.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-16**

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 12, 2016**

This Resolution approves an appropriation to Hamilton County Coalition in the amount of \$10,000.00 from general fund discretionary monies and travel discretionary monies, as allotted to District 4. It was noted that the funds will assist the nonprofit with their Youth Empowerment Society project.

Commissioner Bankston stated the item will be discussed at next week's Regular Meeting.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-17**

Sheriff Hammond spoke regarding this item, which accepts a community oriented policing services (COPS) hiring program grant of up to \$750,000.00 from the United States Department of Justice, which would designate six additional school resource officers for various schools in Hamilton County for the next four years. He explained that the Sheriff's Office has been working for many years to provide school resource officers in schools across Hamilton County, with middle and high schools being first priority. It was noted that this is the second time the Department of Justice has awarded the COPS grant to the Hamilton County Sheriff's Office, which is highly irregular. Sheriff

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 12, 2016**

Hammond added that a safety assessment was performed in schools to determine which six would receive the additional officers.

In response to Commissioner Fields' question, Sheriff Hammond reported that the total cost to the County including equipment would be \$1,137,400.00 to be spread out over 4 years.

In response to Commissioner Graham's question, Sheriff Hammond explained that receiving this grant twice is a rare occurrence. He added that when he first took office as Sheriff, a top priority was to become CALEA certified, which is the highest recognition in the United States for a police agency. It was noted that Hamilton County is one of five Sheriff's Departments in Tennessee with CALEA accreditation. He stated that CALEA sets close to 500 standards for police agencies and requires "white glove" inspections of all the departments' policies and procedures. Sheriff Hammond explained the many benefits of being CALEA accredited, including applying for grants such as the COPS grant.

Commissioner Graham thanked Sheriff Hammond for his hard work and diligence.

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**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-18**

This Resolution authorizes the design, equipment purchase, installation, and testing of a Motorola bi-directional amplifier system for Middle Valley Elementary School amounting to \$126,742.00 from Motorola Solutions, Inc. on the state contract.

Further conversation regarding this item took place after the discussion of Resolution No. 1016-19.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-19**

Hamilton County Risk Management Manager Bill Stoll spoke regarding this item, which increases the claims and litigation settlement authority of the Human Resources Risk Management Office and the County Attorney's Office from \$15,000.00 per claim to \$25,000.00 per claim. He stated that the increase will allow for more efficient disposition of claims and lawsuits relative to the increase in costs for property damage and bodily injury that has occurred since the last adjustment 13 years ago per Resolution No. 403-30. It was noted that this will equal the current authority level for both the State of Tennessee and the City of Chattanooga.

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In response to Commissioner Graham's questions, Mr. Stoll stated that protocol would be followed in order to keep the Commission informed about settlements.

At this time, Commissioner Graham asked for further clarification regarding Resolution No. 1016-18. Hamilton County Department of Education Director of Maintenance and Operations Justin Witt explained that during the final inspection process of the new Middle Valley Elementary School, the Fire Marshal and first responders noticed that radio service was lost upon entering the building. He stated that the Motorola amplifier system will enable emergency services radios to operate effectively inside of the school. It was noted that the original purchase order will be reduced in the amount of \$126,742.00 from the project allowance to fund this purchase and no new funding is required.

Commissioner Graham thanked Mr. Witt for his diligence in completing the project within budget. He added that this equipment was very important to allow first responders to communicate.

Mayor Coppinger congratulated Mr. Witt on the Middle Valley Elementary School project. He also thanked the architect and general contractor for their hard work in making sure the building was ready for the first day of school. He added that the

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dedication ceremony at Middle Valley Elementary School will take place Tuesday morning at 9:00 AM.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-20**

Hamilton County Risk Management Manager Bill Stoll spoke regarding this item, which accepts the proposal of Aon Risk Services South, Inc. to provide property and casualty brokerage and consultant services for the County's Risk Management Office. He explained that currently the Risk Management Office markets commercial insurance coverage through the market assignment process, which involves the two-step process of seeking qualified brokers and agents and their preferred markets, and randomly assigning those markets to individual brokers who then obtain coverage quotes.

The new process is the selected broker/consultant process, which allows brokers to fully leverage all of the markets to which they have access based on their marketplace size/volume, relationships and experience. He noted that the broker/consultant process is a simplified process, less time consuming for staff, and will provide for a quicker turnaround on proposals. He added that the proposal from Aon Risk Services South Inc. provides greater resources with a larger market presence, which will yield a higher level of service and support in the future.

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In response to Commissioner Graham's question, Mr. Stoll reported that Aon also handles the County's actuarial work. He added that they have a large public entity presence.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-21**

Director of General Services Lee Norris spoke regarding this item, which amends the rules, regulations, and rates as pertain to the Hamilton County Parks and Recreation Department. He noted that the two biggest policy changes allow pets on leashes within the parks as well as the allowance of firearms within parks in compliance with state law. He noted that there were also several changes regarding park rates.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-22**

This Resolution authorizes the payment of \$25,000.00 plus incurred verified medical expenses in settlement of claims against Hamilton County and several Sheriff's Office deputies as brought by Nancy Lee Mason.

There were no questions from Commissioners.

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At this time, Chairman Bankston asked if there was any opposition present regarding the Zoning items on the agenda. There was none.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-23**

This Resolution grants the abandonment of two portions of the 1000 block of Little Sorrel Road.

Further explanation of Resolution No. 1016-23 took place after discussion of Resolution No. 1016-24.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-24**

Regional Planning Agency Executive Director John Bridger spoke regarding this item, which grants a Special Exceptions Permit to amend the boundary of an existing residential planned unit development of properties located at 8269 and 8311 Balata Drive. He explained that the current boundary cuts across two parcels of property, splitting them into thirds. This item will shift the boundary so that the entire parcel is included. He added that there was no opposition.

**HAMILTON COUNTY COMMISSION  
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In response to Commissioner Fields' question, Mr. Bridger explained that Resolution No. 1016-23 will abandon a portion of a right away in the Stonewall Farms neighborhood in Hixson. He added that there was no opposition and the Planning Commission and staff recommended approval.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-25A AND 1016-25B**

Commissioner Smedley spoke regarding these items, which rezones property located at 2016 Ooltewah Ringgold Road from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District. She noted that Resolution No. 1016-25B contained conditions as recommended by the Planning Commission. She asked that an amendment be considered to add the verbiage “detached” single-family homes to number five of the conditions listed in Resolution No. 1016-25B.

In response to Commissioner Graham's question, it was noted that the verbiage will be amended to add the word “detached” and the Resolution will be renumbered 1016-25C.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-26**

At this point Commissioner Smedley left the meeting.

**HAMILTON COUNTY COMMISSION  
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Administrator of Public Works and County Engineer Todd Leamon spoke regarding this item, which amends the “Master List of Roads and Speed Limits” so as to accept Eaglemont Drive and Eagle Nest Lane as district roads and establish speed limits therefore. He stated that roads are in the new Eagle Bluff Woods Subdivision in Harrison. He added that all standard procedures were followed.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-27**

Administrator of Public Works and County Engineer Todd Leamon spoke regarding this item, which accepts the bid of Don Ledford Automotive Center Inc. for three heavy-duty vans amounting to \$74,925.00 for the Maintenance Department. He explained that the Maintenance Department has 14 total vans and budgeted this year to replace three of them.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-28**

Health Department Director Becky Barnes spoke regarding this item, which accepts the bids of AVM Enterprises, Inc., Kelsan Inc., Pyramid School Products, Rose’s Delight, Inc., and The Stockroom Supply for contract unit pricing beginning

**HAMILTON COUNTY COMMISSION  
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November 7, 2016 through November 6, 2017 for maintenance supplies for the Chattanooga/Hamilton County Health Department.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-29**

Health Department Director Becky Barnes spoke regarding this item, which accepts the bids of Atlantic Medical Solutions, Jacobs Paper Company, and Products Unlimited Inc. for contract unit pricing beginning November 7, 2016 through November 6, 2017 for infection control supplies for the Chattanooga/Hamilton County Health Department.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-30**

Health Department Director Becky Barnes spoke regarding this item, which accepts the bids of Atlantic Medical Solutions, Concordance Healthcare Solutions, Masimo Americas, Inc., and Products Unlimited Inc. for contract unit pricing beginning

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November 7, 2016 through November 6, 2017 for laboratory supplies for the Chattanooga/Hamilton County Health Department.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-31**

Health Department Director Becky Barnes spoke regarding this item, which accepts the bids of Metro Industrial Services, Quill Corporation, School Specialty Inc., and The Office Pal for contract unit pricing beginning November 7, 2016 through November 6, 2017 for general office supplies for the Chattanooga/Hamilton County Health Department.

Commissioner Graham clarified that Resolution Nos. 1016-27 through 1016-32 were all standard procedure contract pricing, and were all vetted by the Purchasing Department.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-32**

Health Department Director Becky Barnes spoke regarding this item, which accepts the bids of Roll-Aid Industrial, School Specialty Inc., and Veritiv Operating

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Company for contract unit pricing beginning November 7, 2016 through November 6, 2017 for printing and paper supplies for the Chattanooga/Hamilton County Health Department.

Commissioner Graham disclosed in accordance with ethics guidelines that he has done work with and for Roll-Aid Industrial in the past.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-33**

Don Gorman, Director of Administration for the Sheriff's Department, spoke regarding this item, which accepts a State of Tennessee, Governor's Highway Safety Office Grant for the "Safe Journey" project with a term ending September 30, 2017, and amend the Sheriff's Office budget by adding \$125,000 to revenues and expenditures. It was noted that this was an annual no match grant. The funds will be used to educate the community on child passenger safety and train volunteers in the state for car seat installation.

There were no questions from Commissioners.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 12, 2016**

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Fields spoke about the large brush fire that is continuing to burn on Roberts Mill Road on Walden's Ridge and Signal Mountain. He thanked all Hamilton County volunteer fire departments for their hard work.

Commissioner Graham also thanked all the volunteer fire departments for their hard work in trying to contain the fires. He also reported that the Lookout Valley Lions Club Car Show will be taking place Saturday to raise funds for food and toys for children at Christmas time.

Commissioner Graham announced that a large number of volunteers planned to meet at the recreation center in Lookout Valley on Saturday to finish cleaning and painting. He stated that the project will be cancelled due to the Commission not approving his special funding request for supplies in today's recessed meeting.

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Attorney Taylor reported that the terms of two judicial commissioners, Ron Powers and Nathaniel Goggans, would be expiring at the end of October. He stated that he would prepare a Resolution to bring before the Commission next week.

Mayor Coppinger reminded members of the Commission of the dedication ceremony at Middle Valley Elementary School Tuesday at 9:00 AM. He also expressed his appreciation for what the volunteer fire departments are doing to contain the fires on Roberts Mill Road. He stated that the County pays \$5,000 each year to the Forestry Service, who has been providing airdrops via helicopters to help contain the fires. It was noted that typically that assistance would cost around \$9,000 per hour.

County Clerk Bill Knowles reported that the late item introduced by Commissioner Graham during the Recessed Meeting will be identified as Resolution No. 1016-34.

In response to Commissioner Graham's question, Chairman Bankston stated that the standard protocol for nominating judicial commissioners will be followed.

Chairman Bankston also thanked the volunteer fire departments for their hard work in containing the brush fire on Roberts Mill Road.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
OCTOBER 12, 2016**

**DELEGATIONS**

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

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, October 19<sup>th</sup> at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date

W.F.K.  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

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

Regular Meeting  
October 19, 2016

**BE IT REMEMBERED**, that on this 19<sup>th</sup> day of October, 2016, 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 Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 8. Total absent – 0.

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

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

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Commissioner Bankston introduced Pastor Brent Baughman, Stanley Heights Baptist Church, who gave the invocation. Commissioner Bankston led in the pledge to the flag.

**PRESENTATION – TENNESSEE VALLEY FEDERAL CREDIT UNION**

Todd Fortner, President and CEO of Tennessee Valley Federal Credit Union (TVFCU), spoke about the credit union, whose headquarters are in Chattanooga. TVFCU is a member owned, not-for-profit financial institution with \$1.2 billion in assets and 124,000 members, three fourths of which are located in Hamilton County. It was noted that TVFCU is the largest credit union in the area. He stated that TVFCU has a long relationship with Hamilton County employees. Mr. Fortner introduced Community Relations Manager Tammy Zumbrun, Business Development Manager Karen Hannifin, President of the Tennessee Credit Union League Fred Robinson, and Treasurer of the Board of Directors Albert Kiser. He added that Mr. Kiser has been an important volunteer for the credit union for many years.

Mr. Fortner stated that Thursday, October 20<sup>th</sup> is International Credit Union Day, which celebrates the work credit unions do to improve the financial lives of communities. He read a proclamation issued by Governor Bill Haslam that highlighted the importance of credit unions and their dedication to the communities they serve. The proclamation declared October 20<sup>th</sup> Credit Union Day in Tennessee.

**HAMILTON COUNTY COMMISSION  
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Mayor Coppinger, Commissioner Mackey, Commissioner Fairbanks, and Commissioner Graham thanked Mr. Fortner for his presentation and for the dedicated service TVFCU provides to the community, and to County employees.

Commissioner Graham reported that he supported Ms. Zumbrun when she ran for the District 3 School Board seat in 2012.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, that the minutes of the Recessed Meeting of September 28, 2016, the Agenda Preparation Session of September 28, 2016, and the Regular Meeting of October 5, 2016, 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

**UNAUDITED FINANCIAL REPORTS**

Unaudited financial reports for the following constitutional officers were submitted as a matter of record:

Circuit Court Clerk – year ending June 30, 2016  
Clerk & Master – year ending June 30, 2016  
County Clerk – year ending June 30, 2016  
Register of Deeds – year ending June 30, 2016

**ORDER OF DESIGNATION**

An Order was recorded designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting of October 10, 2016.

**RESOLUTION NO. 1016-11 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND THE OATHS OF DEPUTY COUNTY CLERKS.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 1016-11. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye",

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REGULAR MEETING  
OCTOBER 19, 2016**

Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 8. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0.

**RESOLUTION NO. 1016-12 A RESOLUTION TO REAPPOINT MEMBERS TO THE  
HAMILTON COUNTY AUDIT COMMITTEE.**

This Resolution reappoints Chairman Chester Bankston, Commissioner Warren Mackey, and Commissioner Jim Fields for a term ending October 19, 2017.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fairbanks, to adopt Resolution No. 1016-12. 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 Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 8. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0.

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**RESOLUTION NO. 1016-13 A RESOLUTION APPOINTING COMMISSIONER  
SABRENA SMEDLEY AS AN ASSOCIATE MEMBER TO THE HAMILTON COUNTY  
BOARD OF ZONING APPEALS.**

This Resolution appoints Commissioner Smedley to fill the unexpired term created by the absence of Commissioner Marty Haynes, who was elected Assessor of Property.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Fairbanks, to adopt Resolution No. 1016-13. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-14 A RESOLUTION CONFIRMING THE REAPPOINTMENT  
BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA AREA  
REGIONAL TRANSPORTATION AUTHORITY (CARTA) BOARD OF DIRECTORS  
FOR A TERM ENDING OCTOBER 19, 2021.**

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This Resolution reappoints Patricia M. McKoy.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-14. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-15 A RESOLUTION ACCEPTING THE BID OF ROSS GLASS & ALUMINUM, LLC, FOR \$32,275.00, FOR REPLACEMENT WINDOWS AT THE JOHN A. PATTON RECREATION CENTER 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. 1016-15.

Commissioner Mackey reported that his absence at last week's recessed meeting and agenda session was due to his attendance at a conference in Nashville

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where he was representing Hamilton County. He stated while he planned to support this item, he was confused by Commissioner Graham's use of discretionary funds after returning his portion back to the general fund last year.

In response to Commissioner Boyd's question, Chairman Bankston reported that the John A. Patton Recreation Center is owned by the City of Chattanooga.

Commissioner Boyd questioned why the County would allocate discretionary funds towards a building owned by the City of Chattanooga. He referenced an instance in which he was approached by the Missionary Ridge Neighborhood Association to allocate \$12,000 of discretionary money towards repairs of a building used as a polling location/meeting room. He denied the request because the building is owned by the City of Chattanooga and encouraged the association to contact their City Councilman for the funding. He agreed with Commissioner Mackey's comments about Commissioner Graham requesting to use discretionary monies after being critical of them in the past.

Commissioner Graham asked to speak last in order to address any questions or comments other Commissioners might have.

Commissioner Fairbanks stated that he was approached by several media sources to answer why he chose to vote "present" on the item Commissioner Graham brought before the Commission at last week's Recessed Meeting, which sought to

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allocate up to \$2,500.00 in general fund discretionary expense funds to purchase paint materials for the Lookout Valley Recreation Center (*Resolution No. 1016-34*).

Commissioner Fairbanks estimated that Commissioner Graham has voted “present” many times on Resolutions involving discretionary spending, and he questioned why the media has not investigated those votes. The media representative had indicated they were not contacted on those previous instances as they were by Commissioner Graham last week. He read from a list of ten Commission approved projects for District 1 involving the use of discretionary monies. It was noted that Commissioner Graham voted “present” on each of the projects.

Commissioner Fairbanks explained that residents of District 1 have questioned why Commissioner Graham did not support those ten projects, and that he would not be supporting Resolution No. 1016-15 today. He reported that he has never contacted the media or held a press conference when a project that he brings before the Commission fails to receive the required votes. He spoke at length about two instances that Commissioner Graham held public press conferences when a vote did not go his way.

Commissioner Fairbanks echoed a statement made to him by Mayor Coppinger in which he emphasized that companies considering developing in Chattanooga watch the way the Commission conducts business. He added that when Commissioners have an issue with each other, they should be able to work it out behind the scenes rather than in the public eye.

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Commissioner Fairbanks stated that a media representative contacted him and asked if the Commission was going to recall the Chairman. He accused Commissioner Graham of being behind the recall rumor as well as a news article in which his wife was verbally attacked.

Commissioner Smedley noted that in the same news article, Commissioner Fairbanks was referred to as a bully. She stated that she has had conversations with several former Commissioners, and each indicated that it is unprecedented for a Commissioner to contact the media when a vote does not go their way. She expressed that she has gone above and beyond the call of duty to be accountable and transparent in her service to District 7, and accused Commissioner Graham of attacking fellow Commissioners through news articles and social media for personal gain.

Commissioner Smedley reminded Commissioners that the funds for these projects come from taxpayers, and it is important to be fiscally responsible. She disagreed with the use of strong rhetoric when there is disagreement over expenditures.

Commissioner Beck encouraged Commissioners to get along. He stated that this was the first time a Chairman has allowed Commission members to publicly criticize another Commissioner during a meeting. He called the situation embarrassing and encouraged Chairman Bankston to intervene.

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In response to Chairman Bankston's question, Attorney Taylor clarified that the Commission Chairman has the authority to stop criticism among Commissioners.

Commissioner Fairbanks responded to Commissioner Beck's comments. He stated that it is unprecedented for a Commissioner to criticize others in the media. Commissioner Beck responded that what others say is not important and should not interfere with County business.

Commissioner Fields stated that the only issues before the Commission today are whether Commissioner Graham has the money to fund Resolution No. 1016-15 in his account, and whether it is an appropriate use of the funds. He expressed his support for the Resolution.

Commissioner Graham responded to the comments made today by fellow Commissioners. Commissioner Graham recalled the actions that took place when the FY15 budget, Resolution No. 615-35, was presented to the Commission on June 17, 2015. The resolution was amended to add \$900,000 to the County Commission's budget for discretionary funding. The funds were taken out of the general fund balance, or rainy day fund, and divided equally between all nine districts. Commissioner Graham noted that he voted against the amendment. On June 22, 2015, Mayor Coppinger vetoed the amended resolution. Commissioner Graham supported the Mayor's veto. On June 24, 2015 the commission voted to override the County Mayor's veto and the

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resolution was adopted as amended and renumbered 615-35A. The \$900,000 was added to the County Commission's budget. He explained that the projects in which he has voted "present" have been projects that used discretionary monies from the vetoed budget Resolution. He further clarified that in prior meetings he would get up and leave the room when voting took place, and Commissioner Fairbanks requested that he not do that.

Commissioner Graham stated that the discretionary monies he is requesting to use for the window project is money that he has had for many years, that has been previously approved and previously budgeted. It was noted that Commissioner Graham has used his expense account money as discretionary money as well. He stated that the City of Chattanooga and the Lookout Valley Neighborhood Association allocated funds towards making repairs at the Recreation Center, and the window project was the County's portion of repairs.

Commissioner Graham clarified that he has not gone to media or called any fellow Commissioners names, but has held press conferences at the urging of his constituents in order to do the public's business publicly. He stated that he cannot control what is being said in the newspapers. At this time, Commissioner Graham called for the vote on Resolution No. 1016-15.

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The foregoing Motion to adopt the resolution failed on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Nay", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Nay", and Chairman Bankston, "Nay". Total present – 8. Total absent – 0. Total "Aye" votes – 4. Total "Nay" votes – 3. Commissioner Fairbanks announced that he was present.

**RESOLUTION NO. 1016-16 A RESOLUTION MAKING AN APPROPRIATION TO HAMILTON COUNTY COALITION IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FROM GENERAL FUND DISCRETIONARY MONIES AND TRAVEL DISCRETIONARY MONIES AS ALLOTTED TO DISTRICT FOUR.**

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Graham, to adopt Resolution No. 1016-16.

Commissioner Graham stated that he would be supporting Resolution No. 1016-16 as the bulk of the expenditure was coming from Commissioner Mackey's expense account.

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:

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Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-17 A RESOLUTION TO ACCEPT A COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING PROGRAM GRANT OF UP TO \$750,000 FROM THE UNITED STATES DEPARTMENT OF JUSTICE WHICH WOULD DESIGNATE SIX (6) ADDITIONAL SCHOOL RESOURCE OFFICERS FOR VARIOUS SCHOOLS IN HAMILTON COUNTY FOR THE NEXT FOUR YEARS.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-17.

Commissioner Mackey asked for more information regarding this item.

In response to Commissioner Boyd's question, Sheriff Hammond reported that there would be a County match for the next four years if this item were to be approved.

Director of Support Services for the Sheriff's Department Geno Bennett further clarified that the County match would be \$1,137,400 for six School Resource Officers in

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County schools for four years, including equipment and vehicles. It was noted that the County match will be coming from the County general fund over the next four years.

Mayor Coppinger explained that as with most grants, a budget amendment will be required if this item is adopted.

Finance Administrator Al Kiser further clarified that the Resolution states that it will amend the expense budget for about six months. He reported that it would be a challenge at the end of the year, but the Finance Department is hoping for enough revenue growth to cover the expense.

In response to Commissioner Beck's question, Sheriff Hammond stated that a study was performed to determine which schools most needed the School Resource Officers. He stated that the Sheriff's Department was not quite ready to release the list of schools. He explained that the Sheriff's Office has been working for many years to provide school resource officers in all schools across Hamilton County, with middle and high schools being first priority.

In response to Commissioner Graham's question, Sheriff Hammond explained that receiving this grant twice is a rare occurrence. Commissioner Graham thanked Sheriff Hammond for his hard work and diligence.

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Commissioner Fairbanks noted that while he was concerned about this type of high dollar grant, he would be supporting this item.

Commissioner Smedley stated that keeping schools safe is a top priority. In response to Commissioner Smedley's question, Sheriff Hammond reported that his office would be prepared to release the list of schools next week.

Mayor Coppinger thanked Sheriff Hammond and his staff for seeking out these types of grants. He reported that the Sheriff's Department and the Finance Department spend a lot of time working together to make sure they can finance grants of this nature.

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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-18 A RESOLUTION AUTHORIZING THE DESIGN,  
EQUIPMENT PURCHASE, INSTALLATION AND TESTING OF A MOTOROLA BI-  
DIRECTIONAL AMPLIFIER SYSTEM FOR MIDDLE VALLEY ELEMENTARY  
SCHOOL AMOUNTING TO \$126,742.00 FROM MOTOROLA SOLUTIONS, INC. ON**

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**THE STATE CONTRACT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY  
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 1016-18. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-19 A RESOLUTION TO AUTHORIZE AN INCREASE IN  
CLAIMS/LITIGATION SETTLEMENT AUTHORITY BY THE RISK MANAGEMENT  
OFFICE AND THE COUNTY ATTORNEY OFFICE.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-19. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck

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stepped was not present for the roll call. Total present – 8. Total absent – 0. Total “Aye” votes – 7. Total “Nay” votes – 0.

**RESOLUTION NO. 1016-20 A RESOLUTION ACCEPTING THE PROPOSAL OF AON RISK SERVICES SOUTH, INC., TO PROVIDE PROPERTY AND CASUALTY BROKERAGE AND CONSULTANT SERVICES FOR THE COUNTY'S RISK MANAGEMENT OFFICE 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. 1016-20. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commissioner Beck stepped was not present for the roll call. Total present – 8. Total absent – 0. Total “Aye” votes – 7. Total “Nay” votes – 0.

**RESOLUTION NO. 1016-21 A RESOLUTION AMENDING THE RULES, REGULATIONS, AND RATES AS PERTAIN TO THE OPERATION OF THE HAMILTON COUNTY PARKS AND RECREATION DEPARTMENT.**

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**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 1016-21. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck was not present for the roll call. Total present – 8. Total absent – 0. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-22 A RESOLUTION AUTHORIZING THE PAYMENT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), PLUS INCURRED VERIFIED MEDICAL EXPENSES, IN SETTLEMENT OF CLAIMS AGAINST HAMILTON COUNTY, TENNESSEE, AND SEVERAL SHERIFF'S OFFICE DEPUTIES AS BROUGHT BY NANCY LEE MASON FOR INJURIES RECEIVED WHILE IN THE HAMILTON COUNTY JAIL ON MARCH 31, 2015.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1016-22. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman

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Bankston, “Aye”. Total present – 8. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0.

Chairman Bankston asked if there was any opposition present regarding the Zoning items on today’s agenda. There was none.

**RESOLUTION NO. 1016-23 A RESOLUTION GRANTING THE ABANDONMENT OF TWO (2) PORTIONS OF THE 1000 BLOCK OF LITTLE SORREL ROAD.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-23. 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 Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 8. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0.

**RESOLUTION NO. 1016-24 A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT TO AMEND THE BOUNDARY OF AN EXISTING RESIDENTIAL PLANNED UNIT DEVELOPMENT OF PROPERTIES LOCATED AT 8269 AND 8311 BALATA DRIVE.**

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**ON MOTION** of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 1016-24. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-25A A RESOLUTION TO REZONE FROM R-1  
RESIDENTIAL DISTRICT TO R-T/Z RESIDENTIAL TOWNHOUSE/ZERO LOT LINE  
DISTRICT, PROPERTY LOCATED AT 2016 OOLTEWAH RINGGOLD ROAD.**

No action was taken on Resolution No. 1016-25A.

**RESOLUTION NO. 1016-25B A RESOLUTION TO REZONE FROM R-1  
RESIDENTIAL DISTRICT TO R-T/Z RESIDENTIAL TOWNHOUSE/ZERO LOT LINE  
DISTRICT, PROPERTY LOCATED AT 2016 OOLTEWAH RINGGOLD ROAD.**

No action was taken on Resolution No. 1016-25B.

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**RESOLUTION NO. 1016-25C A RESOLUTION TO REZONE FROM R-1  
RESIDENTIAL DISTRICT TO R-T/Z RESIDENTIAL TOWNHOUSE/ZERO LOT LINE  
DISTRICT, PROPERTY LOCATED AT 2016 OOLTEWAH RINGGOLD ROAD.**

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Fields, to adopt Resolution No. 1016-25C. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-26 A RESOLUTION TO AMEND THE "MASTER LIST OF  
ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT  
ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: EAGLEMONT DRIVE  
AND EAGLE NEST LANE.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-26. 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",

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Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 8. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0.

**RESOLUTION NO. 1016-27 A RESOLUTION ACCEPTING THE BID OF DON LEDFORD AUTOMOTIVE CENTER, INC. FOR THREE (3) HEAVY DUTY VANS AMOUNTING TO \$74,925.00 FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 1016-27. 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 Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 8. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0.

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**RESOLUTION NO. 1016-28 A RESOLUTION ACCEPTING THE BIDS OF AVM ENTERPRISES, INC., KELSAN INC., PYRAMID SCHOOL PRODUCTS, ROSE'S DELIGHT, INC., AND THE STOCKROOM SUPPLY, FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR MAINTENANCE SUPPLIES FOR THE CHATTANOOGA I HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-28. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-29 A RESOLUTION ACCEPTING THE BIDS OF ATLANTIC MEDICAL SOLUTIONS, JACOBS PAPER COMPANY, AND PRODUCTS UNLIMITED INC. FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR INFECTION CONTROL SUPPLIES FOR THE CHATTANOOGA I HAMILTON COUNTY HEALTH DEPARTMENT AND**

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

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-29. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-30 A RESOLUTION ACCEPTING THE BIDS OF ATLANTIC MEDICAL SOLUTIONS, CONCORDANCE HEALTHCARE SOLUTIONS, MASIMO AMERICAS, INC., AND PRODUCTS UNLIMITED INC. FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR LABORATORY SUPPLIES FOR THE CHATTANOOGA I HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Graham, to adopt Resolution No. 1016-30. The foregoing Resolution was unanimously adopted on

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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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-31 A RESOLUTION ACCEPTING THE BIDS OF METRO INDUSTRIAL SERVICES, QUILL CORPORATION, SCHOOL SPECIALTY, INC., AND THE OFFICE PAL FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR GENERAL OFFICE SUPPLIES FOR THE CHATTANOOGA I HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 1016-31. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman

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Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-32 A RESOLUTION ACCEPTING THE BIDS OF ROLL-AID INDUSTRIAL, SCHOOL SPECIALTY INC., AND VERITIV OPERATING COMPANY FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR PRINTING AND PAPER SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Mackey, to adopt Resolution No. 1016-32. 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 Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

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**RESOLUTION NO. 1016-33 A RESOLUTION ACCEPTING A STATE OF TENNESSEE, GOVERNOR'S HIGHWAY SAFETY OFFICE GRANT FOR THE "SAFE JOURNEY" PROJECT WITH A TERM ENDING SEPTEMBER 30, 2017 AND AMENDING THE SHERIFF'S OFFICE OPERATING BUDGET BY ADDING \$125,000 TO REVENUES & EXPENDITURES.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-33. 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 Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Mackey was not present for the roll call. Total present – 8. Total absent – 0. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-35 A RESOLUTION RE-APPOINTING TWO (2) JUDICIAL COMMISSIONERS, NATHANIEL GOGGANS AND RON POWERS, FOR A ONE (1) YEAR TERM, COMMENCING NOVEMBER 1, 2016, AND EXPIRING OCTOBER 31, 2017; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERMS(S) IN OFFICE.**

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**ON MOTION** of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 1016-35.

Commissioner Fairbanks stated that he spoke with the current Chief Judicial Commissioner, Randall Russell, and he stated that Nathaniel Goggans and Ron Powers were both working effectively in their positions.

Commissioner Graham recommended both Nathaniel Goggans and Ron Powers for reappointment. He stated that the current magistrate program is working better now than it ever has.

In response to Commissioner Boyd's question, Attorney Taylor clarified that the salary stated in the Resolution is the current salary level of both Judicial Commissioners.

In response to Commissioner Fields' question, Commissioner Fairbanks stated that Mr. Russell confirmed that both judicial commissioners were interested in reappointment.

In response to Mayor Coppinger's request for clarification, Human Resources Director Alecia Poe stated that the compensation for each judicial commissioner would include salary and benefits.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

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 Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Mackey was not present for the roll call. Total present – 8. Total absent – 0. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-36 A RESOLUTION APPOINTING TWO (2) JUDICIAL COMMISSIONERS, \_\_\_\_\_ AND \_\_\_\_\_, FOR A ONE (1) YEAR TERM, COMMENCING NOVEMBER 1, 2016, AND EXPIRING OCTOBER 31, 2017; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.**

The approved names were added to Resolution No. 1016-35.

No action was taken on resolution No. 1016-36.

**RESOLUTION NO. 1016-37 A RESOLUTION DESIGNATING \_\_\_\_\_ AS CHIEF JUDICIAL COMMISSIONER FOR A TERM BEGINNING NOVEMBER 1, 2016, AND ENDING \_\_\_\_\_; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

Commissioner Fairbanks nominated Randall Russell as Chief Judicial Commissioner.

**ON MOTION** of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 1016-37 inserting the name of Randall Russell.

Attorney Taylor stated that the ending term should be six months from the date of his appointment.

Commissioner Beck asked for clarification regarding the nomination process for Chief Judicial Commissioners. In the past nominations were made and vote was taken on those nominations before a name was inserted into the resolution.

Commissioner Mackey requested a delay on the appointment to the Chief position.

Attorney Taylor clarified that the current Chief Judicial Magistrate Randall Russell will serve until a successor is appointed.

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Graham, to delay Resolution No. 1016-37 for one week.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

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 Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Mackey was not present for the roll call. Total present – 8. Total absent – 0. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-38 A RESOLUTION APPROVING THE EXPENDITURE OF UP TO TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY EXPENSE FUNDS AS ALLOTTED TO DISTRICT SIX TO PURCHASE PAINT MATERIALS FOR THE LOOKOUT VALLEY RECREATION CENTER.**

Commissioner Graham asked that Resolution No. 1016-38 be pulled from the agenda. He stated that adequate private funds were contributed from his District as well as from District 1. Without objection from Commissioners, Chairman Bankston allowed the item to be withdrawn.

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

Commissioner Graham thanked fellow Commissioners for today's discussion. He stated that he would be bringing Resolution No. 1016-15 back before the Commission when the District 3 Commission seat is filled. Commissioner Graham announced that the community raised the funds for painting materials for the Lookout Valley Recreation Center. He stated that volunteers will be meeting at the recreation center Saturday at 8:00 AM to begin painting.

Commissioner Boyd thanked Mayor Coppinger and fellow Commissioners for the funds that were allocated towards the infrastructure and road improvements in East Ridge. He stated the Department of Transportation announced that the Exit One interchange construction would be completed around this time next year. He noted that as a result of the County's support, as well as the support of the elected officials in East Ridge, Vision Hospitality would be building a new hotel at Exit One in East Ridge.

Commissioner Fairbanks announced that several representatives from the Mowbray Volunteer Fire Department were present in the audience at today's meeting. He read from an email thanking him for the purchase of the six wheeler for the fire department, which was useful in combating the large brush fire on Signal Mountain.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

Commissioner Fairbanks also thanked Justin Witt, Director of Maintenance and Operations for the Hamilton County Department of Education and Middle Valley Elementary School Principal Allyson DeYoung for their hard work on the new elementary school. He indicated Ms. DeYoung was instrumental in making everyone from the combined schools feel welcome as a part of the newly opened school.

Attorney Taylor called for a brief legal meeting following today's meeting.

Mayor Coppinger also thanked Mr. Witt, as well as the general contractor and architect, on their hard work in completing Middle Valley Elementary School in time for the school year to begin. He thanked Commissioners for approving the project and encouraged them to take a tour of the school.

Mayor Coppinger announced that his Chief of Staff Mike Compton would be attending the legal meeting in his place.

**DELEGATIONS**

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

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 19, 2016**

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, October 20, 2016 at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date

Clerk's Initials



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:** October 10, 2016

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of September 2016.

WFK/dkr

Cc: County Mayor Jim Coppinger  
Interim County Auditor Jenneth Randall  
Finance Administrator Albert Kiser  
Patricia Moore, Legislative Administrator

**Hamilton County  
Trustee Report**

For the Date Range: 09/01/2016 to 09/30/2016

**RECEIVED**  
Date 10-10-16  
By W.F. Knowles  
W.F. (Bill) Knowles  
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash in Bank</b>					
11001	PETTY CASH	2,751.98	0.00	0.00	2,751.98
11010	TRUSTEE CONCENTRATION	27,648,660.27	65,299,056.35	73,599,479.34	19,348,237.28
11020	CHILD CARE	333,059.75	278,140.22	334,126.25	277,073.72
11030	FOOD SERVICE DEPOSITORY	4,878,642.26	446,517.36	1,836,259.18	3,488,900.44
	<b>Total Cash in Bank</b>	<u>32,863,114.26</u>	<u>66,023,713.93</u>	<u>75,769,864.77</u>	<u>23,116,963.42</u>
<b>Bank Deposits in Transit</b>					
11015	CASH RECEIPTS SWEEP	6,925.75	39,847,482.70	39,846,132.03	8,276.42
11050	BOE CASH RECEIPT SWEEP	0.00	32,870,088.67	32,870,088.67	0.00
	<b>Total Bank Deposits in Transit</b>	<u>6,925.75</u>	<u>72,717,571.37</u>	<u>72,716,220.70</u>	<u>8,276.42</u>
<b>Bank Outstanding Checks</b>					
22201	A/P CHECK PAYABLE	(1,487,837.35)	7,475,841.49	9,981,763.99	(3,993,759.85)
22202	FOOD SERVICE CHECK PAYABLE	(51,277.34)	1,098,436.85	1,323,919.01	(276,759.50)
22206	DOE A/P CHECK PAYABLE	(2,758,318.48)	12,506,091.07	11,090,644.74	(1,342,872.15)
22280	COUNTY PAYROLL CHECKS PAYABLE	(3,685.98)	4,421,368.46	4,455,875.17	(38,192.69)
22281	DOE PAYROLL CHECK PAYABLE	(9,171.25)	11,940,505.62	11,937,796.79	(6,462.42)
22285	DOE PAYROLL TAX PAYABLE	0.00	4,396,563.86	4,396,563.86	0.00
22286	DOE RETIREMENT PLANS	(0.00)	2,624,607.72	2,624,607.72	(0.00)
	<b>Total Bank Outstanding Checks</b>	<u>(4,310,290.40)</u>	<u>44,463,415.07</u>	<u>45,811,171.28</u>	<u>(5,658,046.61)</u>
	<b>TOTAL CASH</b>	<u>28,559,749.61</u>	<u>183,204,700.37</u>	<u>194,297,256.75</u>	<u>17,467,193.23</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	1,005.07	392.50	502.50	895.07
	<b>Total Other Assets</b>	<u>1,005.07</u>	<u>392.50</u>	<u>502.50</u>	<u>895.07</u>
	<b>TOTAL ASSETS</b>	<u>28,560,754.68</u>	<u>183,205,092.87</u>	<u>194,297,759.25</u>	<u>17,468,088.30</u>
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(18,316,350.63)	33,130,108.95	22,838,720.85	(8,024,962.53)

*[Handwritten signature]*

## Hamilton County Trustee Report

For the Date Range: 09/01/2016 to 09/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22251	FOOD SERVICE	(4,824,327.94)	2,062,841.36	447,617.38	(3,209,103.96)
22255	BOE PAYROLL	8,710.68	19,344,862.98	19,353,854.47	(280.81)
22256	BOE SELF INSURANCE	(1,175,761.17)	4,886,632.75	6,453,236.74	(2,742,365.16)
22257	CAPITAL MAINTENANCE	44,464.80	497,771.49	865,185.37	(322,949.08)
22401	EXCESS FEES	(434,655.69)	492,821.43	245,444.20	(187,278.46)
22407	PAYROLL COUNTY	(839,772.15)	7,358,903.15	7,426,954.08	(907,823.08)
22408	STORMWATER	(1,019,592.03)	40,119.08	3,509.50	(982,982.45)
22409	DRUG COURT	(48,727.72)	21,165.75	2,251.07	(29,813.04)
22410	COUNTY GENERAL	(458,239.43)	25,978,831.48	25,989,098.83	(468,506.78)
22412	GENERAL DEBT SERVICE	(474.45)	108,483.01	108,401.07	(392.51)
22413	OPEB TRUST	(2,491.77)	0.00	0.42	(2,492.19)
22414	EMPLOYEES RETIREMENT	(145,223.28)	10,262.01	10,008.00	(144,969.27)
22415	TEACHERS RETIREMENT	(1,007.55)	600.00	299.00	(706.55)
22416	LAW LIBRARY	(489.19)	1,817.59	1,814.79	(486.39)
22418	ECONOMIC CRIMES	(500.15)	6,451.86	6,451.79	(500.08)
22419	GEN GOV'T BOND PROJECTS	119,565.54	195,103.00	288,750.40	25,918.14
22420	CAPITAL PROJECTS	(9,827.92)	39,744.65	39,696.23	(9,779.50)
22421	INDUSTRIAL DEVELOPMENT	(2,500.42)	1,561,626.07	1,561,626.07	(2,500.42)
22422	RIVERWALK/FISHING PIER	987,241.10	210,191.07	1,202,290.89	(4,858.72)
22423	RECREATION CAPITAL PROJECTS	(50.01)	3,429.30	2,716.72	662.57
22426	SELF INSURANCE	(250,031.83)	4,559,179.28	4,559,197.79	(250,050.34)
22428	LIABILITY INSURANCE	(2,495.34)	146,392.55	146,397.12	(2,499.91)
22430	HOTEL/MOTEL	(766,490.80)	766,490.80	607,148.94	(607,148.94)
22434	JUVENILE COURT CLERK AGENCY	(590.99)	413,498.55	413,575.73	(668.17)
22435	FACILITY BONDS-SERIES 2010A	(2,819.80)	0.00	0.47	(2,820.27)
22436	BOND FUND-SERIES 2010B	(876,320.56)	259,533.32	144.61	(616,931.85)
22449	SCHOOL CAPITAL PROJECTS FUND	(141,349.95)	3,159,324.54	3,133,369.51	(115,394.92)
22461	CRIMINAL COURT	(1,149,950.12)	162,961.61	198,612.86	(1,185,601.37)
22462	CRIMINAL COURT SESSIONS	1,025,746.05	138,905.32	282,943.66	881,707.71
22463	DELINQUENT COLLECTIONS	(778,482.32)	35,889.60	77,138.80	(819,731.52)
22472	LINE OF CREDIT	(129,086.64)	3,403,833.54	3,350,021.22	(75,274.32)
22473	2015A BOND	(722.97)	0.00	0.00	(722.97)

## Hamilton County Trustee Report

For the Date Range: 09/01/2016 to 09/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22483	SHERIFF	(4,130.54)	4,694,282.11	4,694,557.92	(4,406.35)
22484	DRUG ENFORCEMENT-SHERIFF	(470.36)	14,754.00	14,759.18	(475.54)
22485	TN STATE SEX OFFENDER	(78,956.91)	968.00	1,813.11	(79,802.02)
22489	SHERIFF'S SPECIAL PROJECTS	(15,764.52)	4,171.98	2.40	(11,594.94)
22498	SYMPRO INVESTMENT POOL	2,255,959.25	26,393,946.76	25,553,830.85	3,096,075.16
<b>Total Cash Held for Hamilton County Funds</b>		<u>(27,035,967.73)</u>	<u>140,105,898.94</u>	<u>129,881,442.04</u>	<u>(16,811,510.83)</u>
<b>Cash Held for Others</b>					
22801	OVER/SHORT	(303.18)	0.00	3.87	(307.05)
23302	PARTIAL TAXES-PENDING PAYMENT	(118,691.46)	119,842.81	1,151.35	(0.00)
<b>Total Cash Held for Others</b>		<u>(118,994.64)</u>	<u>119,842.81</u>	<u>1,155.22</u>	<u>(307.05)</u>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	(28,566.09)	1,011,486.23	981,486.23	1,433.91
22800	INTEREST PAYMENT FUTURE	0.00	4,606.52	4,606.52	0.00
<b>Total Clearing Account Activity</b>		<u>(28,566.09)</u>	<u>1,016,092.75</u>	<u>986,092.75</u>	<u>1,433.91</u>
<b>Liabilities not Applicable</b>					
22200	VENDOR-SYSTEM	(0.00)	27,440.00	27,735.95	(295.95)
22503	MISC HELD FOR OTHERS	0.00	0.00	0.00	0.00
<b>Total Liabilities not Applicable</b>		<u>(0.00)</u>	<u>27,440.00</u>	<u>27,735.95</u>	<u>(295.95)</u>
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	642,832.30	642,832.30	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	12,389.16	12,389.16	0.00
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<u>(0.00)</u>	<u>655,221.46</u>	<u>655,221.46</u>	<u>(0.00)</u>
<b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	0.00	341,996.93	341,996.93	(0.00)
22703	IN LIEU OF TAX	97,682.84	48,841.42	97,682.84	48,841.42

## Hamilton County Trustee Report

For the Date Range: 09/01/2016 to 09/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22704	PERSONALTY TAX	0.00	26,721.31	26,721.31	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22709	IN LIEU OF - TVA	(97,682.84)	97,682.84	48,841.42	(48,841.42)
22711	PROPERTY TAX I&P	0.00	22,246.51	22,246.51	(0.00)
22714	PERSONALTY TAX I&P	0.00	780.08	780.08	0.00
22721	PROPERTY TAX REFUNDS	0.00	3,304.51	3,304.51	0.00
22724	PERSONALTY TAX REFUND	0.00	23.39	23.39	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	8,745.37	8,745.37	(0.00)
<b>Total</b>		<u>0.00</u>	<u>550,342.36</u>	<u>550,342.36</u>	<u>0.00</u>
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		<u>0.00</u>	<u>550,342.36</u>	<u>550,342.36</u>	<u>0.00</u>
<b>Total Clearing Account Activity - County Funds</b>		<u>(0.00)</u>	<u>1,205,563.82</u>	<u>1,205,563.82</u>	<u>(0.00)</u>
 <b>Cash Held for Municipalities</b>					
<b>Key: 0001010 CITY OF EAST RIDGE</b>					
22701	PROPERTY TAX	(12,492.64)	12,492.64	16,412.63	(16,412.63)
22704	PERSONALTY TAX	(313.86)	313.86	136.34	(136.34)
22705	IN LIEU OF TAX-EPB	(150,453.00)	150,453.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,158.17)	1,158.17	909.82	(909.82)
22714	PERSONALTY TAX I&P	(25.30)	25.30	22.86	(22.86)
22751	HOTEL MOTEL OCCUPANCY TAX	(48,301.64)	48,301.64	32,635.53	(32,635.53)
22755	SANITATION	(5,359.15)	5,359.15	5,171.24	(5,171.24)
22756	SANITATION I & P	(454.43)	454.43	288.28	(288.28)
22799	COMM DUE ON TAX COLLECTED	3,771.87	675.99	3,771.88	675.98
<b>Total Cash Held for Municipalities</b>		<u>(214,786.32)</u>	<u>219,234.18</u>	<u>59,348.58</u>	<u>(54,900.72)</u>
<b>Total for Org Key: 0001010 CITY OF EAST RIDGE</b>		<u>(214,786.32)</u>	<u>219,234.18</u>	<u>59,348.58</u>	<u>(54,900.72)</u>

**Key: 0001020 RED BANK MUNICIPAL**

# Hamilton County

## Trustee Report

For the Date Range: 09/01/2016 to 09/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22701	PROPERTY TAX	(6,286.47)	6,286.47	6,287.33	(6,287.33)
22704	PERSONALTY TAX	(806.29)	1,064.64	580.56	(322.21)
22705	IN LIEU OF TAX-EPB	(93,715.00)	93,715.00	0.00	0.00
22711	PROPERTY TAX I&P	(594.31)	594.31	311.70	(311.70)
22714	PERSONALTY TAX I&P	(127.12)	127.12	57.70	(57.70)
22741	STORMWATER FEES	(575.99)	576.00	612.00	(611.99)
22742	STORMWATER FEES I&P	(49.86)	49.86	37.80	(37.80)
22755	SANITATION	(3,668.60)	3,668.60	2,926.65	(2,926.65)
22756	SANITATION I & P	(309.04)	309.04	226.65	(226.65)
22799	COMM DUE ON TAX COLLECTED	2,042.01	146.08	2,042.01	146.08
<b>Total</b>		<u>(104,090.67)</u>	<u>106,537.12</u>	<u>13,082.40</u>	<u>(10,635.95)</u>
<b>Total for Org Key: 0001020 RED BANK MUNICIPAL</b>		<u>(104,090.67)</u>	<u>106,537.12</u>	<u>13,082.40</u>	<u>(10,635.95)</u>

**Key: 0001030 SODDY DAISY MUNICIPAL**

22701	PROPERTY TAX	(16,080.72)	16,080.72	19,947.67	(19,947.67)
22704	PERSONALTY TAX	(2,543.80)	2,543.80	1,030.01	(1,030.01)
22705	IN LIEU OF TAX-EPB	(166,426.00)	166,426.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,336.00)	1,336.00	1,366.82	(1,366.82)
22714	PERSONALTY TAX I&P	(204.40)	205.26	108.92	(108.06)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	3,726.65	449.05	3,726.65	449.05
<b>Total</b>		<u>(182,864.27)</u>	<u>187,040.83</u>	<u>26,180.07</u>	<u>(22,003.51)</u>
<b>Total for Org Key: 0001030 SODDY DAISY MUNICIPAL</b>		<u>(182,864.27)</u>	<u>187,040.83</u>	<u>26,180.07</u>	<u>(22,003.51)</u>

**Key: 0001040 COLLEGEDALE MUNICIPAL**

22701	PROPERTY TAX	(6,958.41)	6,958.41	5,111.06	(5,111.06)
22704	PERSONALTY TAX	(1,644.71)	1,644.71	202.77	(202.77)
22705	IN LIEU OF TAX-EPB	(152,302.00)	152,302.00	0.00	0.00

## Hamilton County

### Trustee Report

For the Date Range: 09/01/2016 to 09/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22711	PROPERTY TAX I&P	(627.47)	627.47	258.46	(258.46)
22714	PERSONALTY TAX I&P	(148.02)	148.02	20.05	(20.05)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(589.07)	589.07	292.04	(292.04)
22799	COMM DUE ON TAX COLLECTED	3,239.50	114.77	3,239.50	114.77
<b>Total</b>		<u>(159,030.18)</u>	<u>162,384.45</u>	<u>9,123.88</u>	<u>(5,769.61)</u>
<b>Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL</b>		<u>(159,030.18)</u>	<u>162,384.45</u>	<u>9,123.88</u>	<u>(5,769.61)</u>
 <b>Key: 0001050 RIDGESIDE MUNICIPAL</b>					
22701	PROPERTY TAX	(1,062.29)	1,062.29	1,076.86	(1,076.86)
22705	IN LIEU OF TAX-EPB	(3,515.00)	3,515.00	0.00	0.00
22711	PROPERTY TAX I&P	(95.58)	95.58	113.05	(113.05)
22755	SANITATION	(300.00)	300.00	300.00	(300.00)
22756	SANITATION I & P	(27.00)	27.00	31.50	(31.50)
22799	COMM DUE ON TAX COLLECTED	93.46	23.80	93.46	23.80
<b>Total</b>		<u>(4,906.41)</u>	<u>5,023.67</u>	<u>1,614.87</u>	<u>(1,497.61)</u>
<b>Total for Org Key: 0001050 RIDGESIDE MUNICIPAL</b>		<u>(4,906.41)</u>	<u>5,023.67</u>	<u>1,614.87</u>	<u>(1,497.61)</u>
 <b>Key: 0001060 LAKESITE</b>					
22701	PROPERTY TAX	(360.04)	360.04	186.45	(186.45)
22704	PERSONALTY TAX	(11.83)	11.83	5.64	(5.64)
22705	IN LIEU OF TAX-EPB	(2,487.00)	2,487.00	0.00	0.00
22711	PROPERTY TAX I&P	(40.18)	40.18	5.85	(5.85)
22714	PERSONALTY TAX I&P	(1.08)	1.08	0.55	(0.55)
22799	COMM DUE ON TAX COLLECTED	58.01	3.97	58.00	3.98
<b>Total</b>		<u>(2,842.12)</u>	<u>2,904.10</u>	<u>256.49</u>	<u>(194.51)</u>
<b>Total for Org Key: 0001060 LAKESITE</b>		<u>(2,842.12)</u>	<u>2,904.10</u>	<u>256.49</u>	<u>(194.51)</u>

## Hamilton County Trustee Report

For the Date Range: 09/01/2016 to 09/30/2016

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Key: 0001070 WALDEN MUNICIPAL</b>					
22701	PROPERTY TAX	(856.03)	856.03	646.53	(646.53)
22704	PERSONALTY TAX	(12.53)	12.53	26.57	(26.57)
22705	IN LIEU OF TAX-EPB	(7,701.00)	7,701.00	0.00	0.00
22711	PROPERTY TAX I&P	(77.01)	77.01	38.93	(38.93)
22714	PERSONALTY TAX I&P	(1.08)	1.08	2.87	(2.87)
22799	COMM DUE ON TAX COLLECTED	172.95	14.30	172.95	14.30
	<b>Total</b>	<u>(8,474.70)</u>	<u>8,661.95</u>	<u>887.85</u>	<u>(700.60)</u>
<b>Total for Org Key: 0001070 WALDEN MUNICIPAL</b>		<u>(8,474.70)</u>	<u>8,661.95</u>	<u>887.85</u>	<u>(700.60)</u>
<b>Key: 0001080 CITY OF CHATTANOOGA</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(700,231.55)	722,791.63	584,265.95	(561,705.87)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
	<b>Total Key: 0001080 CITY OF CHATTANOOGA</b>	<u>(700,231.55)</u>	<u>722,791.63</u>	<u>584,265.95</u>	<u>(561,705.87)</u>
<b>Total for Org Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(700,231.55)</u>	<u>722,791.63</u>	<u>584,265.95</u>	<u>(561,705.87)</u>
	<b>TOTAL CASH HELD FOR MUNICIPALITIES</b>	<u>(1,377,226.22)</u>	<u>2,069,799.39</u>	<u>1,349,981.55</u>	<u>(657,408.38)</u>
	<b>TOTAL LIABILITIES AND EQUITY</b>	<u>(28,560,754.68)</u>	<u>143,889,416.25</u>	<u>132,796,749.87</u>	<u>(17,468,088.30)</u>
	<b>Total for Report:</b>	<u>(0.00)</u>	<u>327,094,509.12</u>	<u>327,094,509.12</u>	<u>(0.00)</u>



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:** October 10, 2016

Attached is a copy of the monthly Trustee's excess fee report for the month of September 2016.

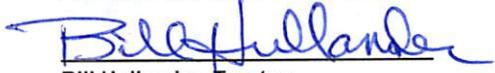
WFK/dkr

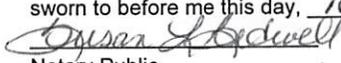
Cc: County Mayor Jim Coppinger  
Interim County Auditor Jenneth Randall  
Finance Administrator Albert Kiser  
Patricia Moore, Legislative Administrator

Hamilton County Trustee  
 Monthly Report of Fee and Commission Fund  
 FISCAL YEAR: 2017

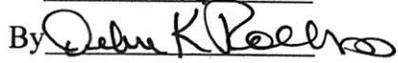
Prepared:nl  
 gw

	September 2016	YTD September 2016
<b>REVENUES</b>		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	-
44201 - STATUTORY FEES 1%	214,258.18	594,911.03
44202 - STATUTORY FEES 2%	31,137.28	336,924.29
44203 - STATUTORY FEES OTHER	40.00	160.12
44204 - DELINQUENT TAX FEES	28,676.04	54,552.54
46112 - INTEREST	298.39	920.99
46116 - INTEREST - NOW ACCOUNTS	-	-
<b>Total REVENUES:</b>	<b>274,409.89</b>	<b>987,468.97</b>
<b>EXPENDITURES</b>		
51001 - SALARIES	65,558.34	222,700.84
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	685.40	1,257.41
53037- SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	120.32	120.32
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	-	-
53047 - MEMBERSHIPS	-	180.00
53049 - PARKING	402.72	1,208.16
53050 - MISC PURCHASED SERVICE	52.50	182.00
53051 - CONTRACT LEGAL SERVICES	30.60	118.17
53059 - SECURITY SERVICES	677.39	2,041.05
53065 - BANK ANALYSIS FEE	5,168.82	14,404.12
54001 - OFFICE SUPPLIES & FORMS	52.19	52.19
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	184.00	374.05
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	-
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	1,301,113.75	1,301,113.75
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	-
59022 - SOFTWARE AND SUPPLIES	-	293.20
59092 - MISC REFUNDS	-	-
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	-	(4,667.76)
<b>ADJUSTMENTS</b>	-	-
<b>Total EXPENDITURES:</b>	<b>1,374,046.03</b>	<b>1,539,377.50</b>
<b>Revenues over (under) Expenditures</b>	<b>(1,099,636.14)</b>	<b>(551,908.53)</b>
<b>Excess Fees at Beginning of Period</b>	<b>1,351,113.75</b>	<b>803,386.14</b>
<b>Excess Fees at End of Period</b>	<b>251,477.61</b>	<b>251,477.61</b>

  
 Bill Hullander, Trustee  
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report  
 sworn to before me this day, 10/10/16  
  
 Notary Public  
 My Commission Expires 6/20/18



**RECEIVED**  
 Date 10-10-16  
 By   
 W.F. (Bill) Knowles  
 County Clerk

RECEIVED

Date: 1-12-11

*Bill Knowles*

W. E. (Bill) Knowles  
County Clerk



**OFFICE OF JUVENILE COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

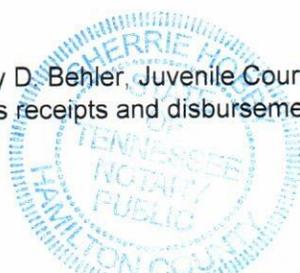
**REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK**

MONTH: July 2016

SOURCE: IFAS GL2031 Report

	Month of July 2016			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 13,579.00	\$ 805.00	\$ 14,384.00	\$ 14,384.00
Fees and Commissions	35.50	(22,639.72)	(22,604.22)	(22,604.22)
Interest	358.63		358.63	358.63
Miscellaneous	204.00	134.10	338.10	338.10
Data Processing Fees		(847.06)	(847.06)	(847.06)
Courtroom Security Fees	214.00	10.00	224.00	224.00
Other - Adjustments			-	-
Total Revenue	<u>14,391.13</u>	<u>(22,537.68)</u>	<u>(8,146.55)</u>	<u>(8,146.55)</u>
Expenditures				
Salaries	106,133.43	60,527.56	166,660.99	166,660.99
Employee Benefits	55,400.13	29,646.62	85,046.75	85,046.75
Other Operating Expenditures	635.45	486.26	1,121.71	1,121.71
Other - Adjustments			-	-
Total Expenditures	<u>162,169.01</u>	<u>90,660.44</u>	<u>252,829.45</u>	<u>252,829.45</u>
Revenues over (under) Expenditures	(147,777.88)	(113,198.12)	(260,976.00)	(260,976.00)
Appropriation from Hamilton County	181,669.33		181,669.33	181,669.33
Net Change in Fund Balance	<u>\$ 33,891.45</u>	<u>\$ (113,198.12)</u>	<u>(79,306.67)</u>	<u>(79,306.67)</u>
Fund Balance at the Beginning of the Period				-
Fund Balance at the End of the Period			<u>\$ (79,306.67)</u>	<u>\$ (79,306.67)</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for July 2016.



Gary D. Behler  
Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 18<sup>th</sup> day of October 2016

Sherrie Huley  
Notary Public

My Commission Expires: 2/25/17

**OFFICE OF JUVENILE COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

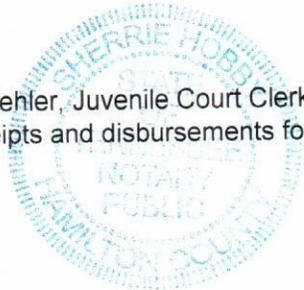
**REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK**

MONTH: August 2016

SOURCE: IFAS GL2031 Report

	<u>Month of August 2016</u>			<u>Totals - Fiscal YTD</u>
	<u>3462700 Administrative Division</u>	<u>3462710 Child Support Division</u>	<u>Totals for Month</u>	
Revenues				
Fines and Court Costs	\$ 15,495.00	\$ 892.00	\$ 16,387.00	\$ 30,771.00
Fees and Commissions	337.25	22,382.26	22,719.51	115.29
Interest	375.18		375.18	733.81
Miscellaneous	512.10	293.90	806.00	1,144.10
Data Processing Fees		1,104.52	1,104.52	257.46
Courtroom Security Fees	260.00	10.00	270.00	494.00
Other - Adjustments			-	-
Total Revenue	<u>16,979.53</u>	<u>24,682.68</u>	<u>41,662.21</u>	<u>33,515.66</u>
Expenditures				
Salaries	71,496.37	40,808.88	112,305.25	278,966.24
Employee Benefits	49,619.58	26,031.57	75,651.15	160,697.90
Other Operating Expenditures	3,035.61	3,460.73	6,496.34	7,618.05
Other - Adjustments			-	-
Total Expenditures	<u>124,151.56</u>	<u>70,301.18</u>	<u>194,452.74</u>	<u>447,282.19</u>
Revenues over (under) Expenditures	(107,172.03)	(45,618.50)	(152,790.53)	(413,766.53)
Appropriation from Hamilton County	181,669.33		181,669.33	363,338.66
Net Change in Fund Balance	<u>\$ 74,497.30</u>	<u>\$ (45,618.50)</u>	28,878.80	(50,427.87)
Fund Balance at the Beginning of the Period			(79,306.67)	-
Fund Balance at the End of the Period			<u>\$ (50,427.87)</u>	<u>\$ (50,427.87)</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for August 2016.



  
\_\_\_\_\_  
Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 18<sup>th</sup> day of October 2016

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/25/17



## Hamilton County Board of Commissioners

# RESOLUTION

No. 1116-1

**A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND OATHS OF DEPUTY SHERIFFS.**

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

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

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

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants 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 DEPUTY SHERIFFS”** are accepted and the oaths therefor are approved as taken; and
4. 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 ITS PASSAGE.**

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

\_\_\_\_\_  
November 2, 2016

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****NOVEMBER 2, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
John W. Beard	243 West Brow Rd. Lookout Mountain, TN 37350 423-821-0108	Patrick, Beard, Schulman, et al 537 Market St., Ste. 202 Chattanooga, TN 37402 423-756-7117
Jeffery Evan Bethune	1112 Old Pineville Rd. Chattanooga, TN 37405 423-424-6751	Chitwood & Chitwood 5746 Marlin Rd., Ste. 500 Chattanooga, TN 37411 423-892-4882
Jo Brotton	3823 Quail Ln. Chattanooga, TN 37415 423-580-2718	Girls Preparatory School 205 Island Ave. Chattanooga, TN 37405 423-634-7600
Charles R. Cheshire II	2155 Wooden Loop Rd. Pikeville, TN 37367 423-447-6248	Hamilton County Juvenile Court 1600 E. Third St. Chattanooga, TN 37404 423-209-5158
Josie Cleghorn	167 Cleghorn Dr. Lafayette, GA 30728 706-397-8710	Massey & Associates, P.C. 6400 Lee Hwy., Ste. 101 Chattanooga, TN 37421 N/A
Mattie Collier	175 Middleview Drive Ringgold, GA 30736 706-937-3199	Comtrust Federal Credit Union 1020 Riverfront Parkway Chattanooga, TN 37402 423-756-3300
Christina Estevez Demenchuk	212 Walnut St., Apt. 280 Chattanooga, TN 37403 423-650-0459	Lester Law 4513 Hixson Pike, Ste. 104 Hixson, TN 37343 423-402-0608
Danielle Dillard	6391 Winlerkorn Ln. Ooltewah, TN 37363 423-305-2501	U.T.C. College of Medicine 960 E. Third Street Chattanooga, TN 37403 423-778-7442
Angelia Eubanks	4315 Greenbriar Rd. Chattanooga, TN 37412 423-867-2403	First Tennessee Bank 4430 Hwy. 58 Chattanooga, TN 37416 423-954-2550
Sheree L. Freeman	809 Summitt Ave. Chattanooga, TN 37412 423-629-2035	Leonard "Mike" Caputo, Attorney 801 Broad St., Ste. 520 Chattanooga, TN 37402 423-266-1211

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
NOVEMBER 2, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Gwen Fryar	138 Dower Rd. Chattanooga, TN 37419 423-821-8224	University Surgical Associates 979 E. Third St., Ste. B401 Chattanooga, TN 37403 423-778-4400
Ruth Ann Gaynor	3976 N. Quail Lane Chattanooga, TN 37415 423-504-5955	Hamilton County Engineering Dept. 1250 Market St., Ste. 3046 Chattanooga, TN 37402 423-209-7829
Jamie Lyn Gilbreath	6212 Micasa Lane Ooltewah, TN 37363 423-504-1552	U.T.C. College of Medicine 960 East Third St., Ste. 104 Chattanooga, TN 37403 423-778-7442
Sara M. Goodrich	2024 Rockbluff Rd. Hixson, TN 37343 423-883-1376	Regions Bank 11314 Dayton Pike Soddy Daisy, TN 37379 423-243-1939
Adrienne Gossard	232 Lakeview Dr. Rossville, GA 30741 706-858-8441	Fletcher Bright Co. 537 Market St., Ste. 400 Chattanooga, TN 37402 423-755-8830
Lynette Gregory	1906 Breeze Dr. Soddy Daisy, TN 37379 423-847-1006	Competition Athletic Services 3205 N. Hawthorne St. Chattanooga, TN 37406 423-847-8330
Brittany Hardy	900 Lee Pike Soddy Daisy, TN 37379 423-505-4510	Metro Service Agency 736 Market St., Ste. 600 Chattanooga, TN 37402 423-645-7888
Jay Hassler	1940 Hixson Marina Rd., G-20 Hixson, TN 37343 423-285-3017	R. L. Sales 7605 A Hixson Pk. Hixson, TN 37343 423-803-9901
Carol E. Heath	277 N. Johnson Rd. Crandall, GA 30711 706-581-2060	Southern Adventist University 5002 University Dr. Collegedale, TN 37315 423-236-2301
Telena L. Hice	143 Pine Ln. SW McDonald, TN 37353 706-313-6644	Realty Title & Escrow 1510 Gunbarrel Rd. Chattanooga, TN 37421 423-893-9556

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
NOVEMBER 2, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Amy C. Hodges	202 Arrow Drive Signal Mountain, TN 37377 423-605-8927	Paty, Rymer, Ulin, et al 19 Patten Parkway Chattanooga, TN 37402 423-756-6770
Thomas Edward Horner	4306 St. Elmo Ave. Chattanooga, TN 37409 423-227-3005	Tennessee Dept. of Transportation 4005 Cromwell Rd. Chattanooga, TN 37421 423-634-2460
William A. House III	5828 Hickory Hill Dr. Chattanooga, TN 37416 423-240-6045	EPB Employees Credit Union 1500 McCallie Ave. Chattanooga, TN 37404 423-648-3413
Kim L. King	791 Flinn Drive Chattanooga, TN 37412 423-499-6347	Morning Pointe of Chattanooga 7719 Shallowford Rd. Chattanooga, TN 37421 423-296-0097
Randall D. Larramore	19 Patten Parkway, Apt. 1 Chattanooga, TN 37402 423-596-0252	Paty, Rymer, Ulin, et al Same Same 423-756-6770
Terri Larramore	19 Patten Parkway, Apt. 1 Chattanooga, TN 37402 423-265-9194	Paty, Rymer, Ulin, et al Same Same 423-756-6770
Cord Laster	625 Maple Lane Chattanooga, TN 37411 731-549-6254	Pinnacle Financial Partners 801 Broad Street Chattanooga, TN 37402 423-386-2840
Quentin Lawrence	6220 Shallowford Rd., #473 Chattanooga, TN 37421 214-317-0757	SunTrust Bank 2201 E. Third Street Chattanooga, TN 37404 423-508-0083
Keith E. Lockwitz	57 Southwood Circle Ringgold, GA 30736 706-937-7198	CHI Memorial 2522 DeSales Avenue Chattanooga, TN 37404 423-495-6899
Tonya L. Lowery	4709 Ranger Lane Chattanooga, TN 37416 423-227-9470	Millennium Bank 6392 Artesian Circle Ooltewah, TN 37363 423-238-1111

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
NOVEMBER 2, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Jeffrey Marcinek	7116 Condra Dr. Harrison, TN 37341 423-280-5719	Geico One Geico Center Macon, GA 31295 423-320-4565
Wendy D. Martin	719 Poplar St. Trenton, GA 30752 423-903-4622	Regions Bank 5515 Brainerd Rd. Chattanooga, TN 37411 N/A
Lena A. McNabb	1306 Durham Dr. Chattanooga, TN 37421 423-893-8315	SmartBank 6413 Lee Hwy., Ste. 107 Chattanooga, TN 37421 423-385-3151
Jarvis Menitee	403 North Hickory St. Chattanooga, TN 37404 423-987-2032	Real Property Office 117 East 7th Street Chattanooga, TN 37402 423-209-6444
Jamie L. Price	P.O. Box 126 Higdon, AL 35979 256-632-2874	Hamilton County Juvenile Ct. 1221 E. Main St. Chattanooga, TN 37408 423-209-5970
Dana L. Quinn	6005 Morning Glory Dr. Harrison, TN 37341 423-298-3067	Evans, Harrison, Hackett, PLLC 835 Georgia Ave., Ste. 800 Chattanooga, TN 37416 423-648-7855
Lourdes Rivera	204 Baker St., Apt. B Chattanooga, TN 37405 423-463-2110	Speek, Webb, Turner, et al 631 Cherry St. Chattanooga, TN 37402 423-531-2800
Lisa C. Rue	2106 Hilltop Crest Soddy Daisy, TN 37379 423-802-3366	Citizens Tri County Bank 8575 Dayton Pk. Soddy Daisy, TN 37379 423-332-7110
Stephanie Schramm	9003 Kesler Lane Chattanooga, TN 37421 423-463-8714	Husch Blackwell, LLP 736 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-757-5929
Susan Sivley	10045 Misti Meadow Ln. Ooltewah TN 37363 423-344-5906	Hamilton County Assessor of Property 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-7334

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
NOVEMBER 2, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Jessie G. Snowden, Jr.	6376 Winlerkorn Lane Ooltewah, TN 37363 423-260-8220	J. Smith Lanier & Co. 605 Chestnut St., Ste. 500 Chattanooga, TN 37450 423-424-2856
O. Lauren Staab	7451 Allemande Way, Apt. 123 Chattanooga, TN 37421 423-902-1323	Berke, Berke & Berke 420 Frazier Ave. Chattanooga, TN 37405 423-266-5171
Jim Stokes	1715 Dry Valley Rd. Rossville, GA 30741 423-413-3896	A-1 Towing 3710 Calhoun Ave. Chattanooga, TN 37407 423-862-2020
Melissa Powell Street	2731 Haywood Ave. Chattanooga, TN 37415 423-304-5753	Powell & Associates Investments Group 424 Hampton Rd. Signal Mountain, TN 37377 423-886-4810
Laurel Tucker	120 Wolfe St., Apt. 4 Chattanooga, TN 37415 941-391-1303	Vision Hospitality Group, LLC 411 Broad St., Ste. 401 Chattanooga, TN 37402 423-664-4471
Peggy A. Turner	9728 Imperial Dr. Ooltewah, TN 37363 423-280-9450	Independent Healthcare Properties 6020 Arbury Way Ooltewah, TN 37363 423-208-9678
Judith J. Vandergriff	8141 Snow Hill Rd. Ooltewah, TN 37363 423-238-6192	N/A N/A N/A N/A
Katherine Watkins	11631 Bates Rd. Apison, TN 37302 207-749-4933	UPS Store 5958 Snow Hill Rd., Ste. 144 Ooltewah, TN 37363 423-910-0123

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
NOVEMBER 2, 2016**

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>
Alexander L. Bennett	August 9, 2016	October 6, 2016
Steven A. King	September 27, 2016	October 6, 2016
Douglas S. Hamill	September 13, 2016	October 6, 2016
Teri L. Paris	September 13, 2016	October 6, 2016
Jane Scott	September 13, 2016	October 6, 2016
Robert W. Wheeler	September 13, 2016	October 6, 2016
Frank Dipatri	September 13, 2016	October 6, 2016
Rosalind C. Harris	August 9, 2016	October 6, 2016
Lorine M. Cody	September 27, 2016	October 7, 2016
Donna Pruitt	September 27, 2016	October 7, 2016
Allyson Perry	September 13, 2016	October 7, 2016
Patti L. Reneau	February 24, 2016	October 7, 2016
Kathryn Hart	September 27, 2016	October 10, 2016
Tonya Kirk	September 13, 2016	October 10, 2016
Eunice Davis	September 27, 2016	October 10, 2016
Rosemary Beltran	September 27, 2016	October 11, 2016
Jill Anne Bower	September 27, 2016	October 11, 2016
Daniel J. Haugland	August 9, 2016	October 11, 2016
William Ian Ware	September 13, 2016	October 11, 2016
Chiquita L. Green	September 27, 2016	October 11, 2016
Gavin Lynn Stewart	September 27, 2016	October 11, 2016
Teresa Davis	September 27, 2016	October 11, 2016
K Glen Cornelius	September 13, 2016	October 11, 2016
Gary Lane	May 10, 2016	October 11, 2016
Patricia D. Ross	August 9, 2016	October 11, 2016
Amanda Henderson	September 13, 2016	October 11, 2016
Barbara R. Brown	September 27, 2016	October 12, 2016
Leigh Topping	May 27, 2014	October 12, 2016
David Walters	August 25, 2016	October 12, 2016
Becky Akin	June 21, 2016	October 12, 2016
Yvonne Hartline	September 27, 2016	October 13, 2016
Sandy L. Brockwell	September 27, 2016	October 13, 2016
Kimberly Allison	August 25, 2016	October 14, 2016
Tracie Owens	September 13, 2016	October 17, 2016
Jo Ann Banks	September 27, 2016	October 17, 2016
Donna C. Spiegel	September 27, 2016	October 17, 2016
Valerie Coria	September 13, 2016	October 17, 2016
Mary W. Burr	September 27, 2016	October 17, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
NOVEMBER 2, 2016**

<b><u>NAME</u></b>	<b><u>COMMISSION DATE</u></b>	<b><u>DATE QUALIFIED</u></b>
Deborah R. Bowman	September 27, 2016	October 17, 2016
Tamra M. Craft	September 27, 2016	October 18, 2016
Samantha Jo Redden	September 27, 2016	October 18, 2016
Candy Nunley	September 27, 2016	October 19, 2016
Amy Putt	September 27, 2016	October 19, 2016
Sarah Wayman	September 27, 2016	October 19, 2016
Linda C. Walker	September 27, 2016	October 19, 2016
Michelle Hubbs	September 27, 2016	October 19, 2016
Dennis M. Jackson	September 27, 2016	October 19, 2016
Mandi Norman	June 22, 2016	October 19, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY SHERIFFS  
NOVEMBER 2, 2016**

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

<u>NAME</u>	<u>DATE OF OATH</u>
James Bradley Clack	October 10, 2016
Bryan Austin Greene	October 10, 2016
Christopher W. Hennessee	October 10, 2016
Jerryd P. Marler	October 10, 2016
Lauren A. McMillion	October 10, 2016
Amy T. Rankhorn	October 10, 2016
Peyton A. Wilga	October 10, 2016
Alana N. Williams	October 10, 2016
Kaquience L. Williams	October 10, 2016
Michael S. Glenn	October 11, 2016
Austin C. Holland	October 13, 2016
Keith Martin	October 19, 2016

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, James Bradley Clack, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
10 day of Oct, 2016.

Th. J. Knowles

By Pat Jones

James Bradley Clack  
**James Bradley Clack**

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, **Bryan Austin Greene**....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
10 day of October 2016.

H. J. Knowles

By Pat Jones

Bryan Austin Greene  
**Bryan Austin Greene**

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Christopher W. Hennessee, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
10 day of October, 2016.

H. F. Knowles

By Pat Jones

  
Christopher W. Hennessee

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Jerryd P. Marler, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

10<sup>th</sup> day of October, 2016.

H. F. Knowles

By Pat Jones

  
Jerryd P. Marler

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Lauren A. McMillion, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

10 day of October, 2016.

St. J. Knowles

By Pat Jones

Lauren A. McMillion  
Lauren A. McMillion

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Amy T. Rankhorn....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
10<sup>th</sup> day of October, 2016.

H. S. Knowler

By Pat Jones

Amy T. Rankhorn  
Amy T. Rankhorn

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Peyton A. Wilga, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
10 day of October, 2016.

H. F. Knowles

By Pat Jones

Peyton A. Wilga  
Peyton A. Wilga

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Alana N. Williams , do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
10 day of October, 2016.

H. F. Knowles

By Pat Jones



Alana Williams

**Alana N. Williams**

STATE OF TENNESSEE }  
Hamilton County } ss.

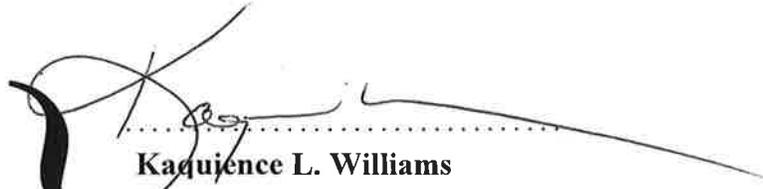
I, **Kaquience L. Williams** . . . . ., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
10 day of October, 2016.

H. F. Knowler

By Pat Jones

  
Kaquience L. Williams

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Michael S. Glenn, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

11<sup>th</sup> day of October, 2016.

D. F. Knowler

By Pat Jones



[Signature]

Michael S. Glenn

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Austin C. Holland ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
13<sup>th</sup> day of October, 2016.

W. F. Kraw .....

By Robert E. Dodd .....

A. C. Holland .....  
**Austin C. Holland**

STATE OF TENNESSEE }  
Hamilton County } ss.

I, **Keith Martin**....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this  
19<sup>th</sup> day of October, 2016.

WJ Knowls

By Keith E. Dool

  
.....  
**Keith Martin**



## Hamilton County Board of Commissioners

# RESOLUTION

No. 1116-2

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE THE CONTRACT WITH THOMAS BROTHERS CONSTRUCTION COMPANY, INC. FOR THE INTERSECTION IMPROVEMENTS AT EAST BRAINERD ROAD (SR-320) AND OOLTEWAH RINGGOLD ROAD (SR-321) FOR AN AMOUNT NOT TO EXCEED \$124,618.54.

WHEREAS, Resolution 608-31 was approved by this Legislative Body on June 18, 2009 for Agreement No. 080076 with the Tennessee Department of Transportation for the intersection improvements at East Brainerd Road (SR-320) and Ooltewah Ringgold Road (SR-321); and,

WHEREAS, Resolution 815-31 was approved by this Legislative Body on August 15, 2015 for the construction of East Brainerd Road (SR-320) and Ooltewah Ringgold Road (SR-321); and,

WHEREAS, the existing construction contract needs to be increased to include \$124,618.54 to cover changes in the original project scope required by TDOT; and,

WHEREAS, all costs for the East Brainerd Road (SR-320) and Ooltewah Ringgold Road (SR-321) intersection improvements will be reimbursed by the Tennessee Department of Transportation per Agreement No. 080076.

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

That the County Mayor is authorized to increase the construction contract with Thomas Brothers Construction Company, Inc. for the intersection improvements at East Brainerd Road (SR-320) and Ooltewah Ringgold Road (SR-321) for an amount not to exceed \$124,618.54, of which all costs will be reimbursed by Tennessee Department of Transportation.

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 2, 2016

\_\_\_\_\_

Date

**Supplemental Agreement and/or Request for Construction Change  
Change Order Request # 1**

Project Title/Termini:	<u>SR320 (E. Brainerd Rd), Intersection at SR321 (Ooltewah-Ringgold Rd)</u>		
Owner:	<u>Hamilton County Government</u>	PIN:	<u>111047.00</u>
Address:	<u>1250 Market Street, Suite 350</u>	State Project No.:	<u>33LPLM-F3-013</u>
	<u>Chatanooga, TN 37402</u>	Federal Project No.:	<u>STP-M-320(6)</u>
Date Prepared:	<u>9/10/2016</u>	Contract No.:	<u>08-201</u>
		County:	<u>Hamilton</u>

Whereas, we Thomas Brothers Construction Company, Inc., with Fidelity and Deposit Company of Maryland, as a Surety, entered into a contract with Hamilton County, TN, on 09/02/2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

See attached spreadsheet.

As a result of this Change Order, contract time shall:

Not Change,  Increase by 102 days,  Decrease by \_\_\_\_\_ days

Original contraction Completion Time: 60 days (Date: 03/17/2016)

Approved Change Orders: 0

Current Change Order: 102

Contract Completion Time with Change Orders: 162 days (Date: 06/27/2016)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
			SEE	ATTACHED	SPREADSHEET	\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$703,448.25

Current Change Order: \$124,618.54

Approved Change Orders: \$0

Pending Change Orders: \$0

Total Change Orders to Date: \$124,618.54

**Supplemental Agreement and/or Request for Construction Change  
 Change Order Request # 1**

Project Title/Termini:	<u>SR320 (E. Brainerd Rd), Intersection at SR321 (Ooltewah-Ringgold Rd)</u>		
Owner:	<u>Hamilton County Government</u>	PIN:	<u>111047.00</u>
Address:	<u>1250 Market Street, Suite 350</u>	State Project No.:	<u>33LPLM-F3-013</u>
	<u>Chatanooga, TN 37402</u>	Federal Project No.:	<u>STP-M-320(6)</u>
Date Prepared:	<u>9/10/2016</u>	Contract No.:	<u>08-201</u>
		County:	<u>Hamilton</u>

Now, Therefore, We, Thomas Brothers Construction Company, Inc., Contractors, and Fidelity and Deposit Company of Maryland, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

**Recommended for Approval**

By:  09/14/2016  
 Engineer/CEI Date

**Approved for Eligibility:**

By:  10/12/16  
 Local Programs Planner Date

**Approved By:**

By: \_\_\_\_\_  
 Contractor Date

By: \_\_\_\_\_  
 Surety Date

By: \_\_\_\_\_  
 Owner Date

SR-320 (East Brainerd Road), Intersection at SR-321 (Ooltewah-Ringgold Road)

12-Sep-16

**CHANGE ORDER NO. 1**

SPREADSHEET PAGE 1 OF 3

TDOT PIN No 111047

State No. 33LPLM-F3-013

Fed. No. STP-M-320(6)

**ITEMS ADDED TO THE CONTRACT**

TDOT NO.	DESCRIPTION	QTY	UNIT	THOMAS BROTHERS		ENGINEER'S ESTIMATE		COMMENTS
				UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL	
304-01.02	Cement (Soil-Cement-Base)	190.0	TON	\$ 37.00	\$ 7,030.00	\$ 35.00	\$ 6,650.00	Needed for roadway base repairs
607-16.01	23" X 14" Horizontal Oval Concrete Pipe Culvert	72.0	L.F.	\$ 190.00	\$ 13,680.00	\$ 63.61	\$ 4,579.92	Due to utility conflict w/ Catoosa Water Line
607-16.02	30" X 19" Horizontal Oval Concrete Pipe Culvert	94.0	L.F.	\$ 150.00	\$ 14,100.00	\$ 80.00	\$ 7,520.00	Due to utility conflict with Atlanta Gas & Light
611-02.14	Junction Box, Type 5	1.0	EA	\$ 19,500.00	\$ 19,500.00	\$ 19,100.00	\$ 19,100.00	Item necessary, but not provided in bid docs.
611-42.01	Catch Basin, Type 42, 0' - 4' Depth	1.0	EA	\$ 3,850.00	\$ 3,850.00	\$ 3,500.00	\$ 3,500.00	Added to eliminate deep ditch along EOP
709-05.05	Machined Rip-Rap (Class A-3)	9.9	TON	\$ 34.88	\$ 345.31	\$ 35.00	\$ 346.50	Use for permanent erosion control along slope
716-05.01	Painted Pavement Markings (4" Line)	1.5	L.M.	\$ 713.97	\$ 1,070.96	\$ 720.00	\$ 1,080.00	Not provided in bid documents
716-05.05	Painted Pavement Markings (Stop Line)	84.0	L.F.	\$ 6.14	\$ 515.76	\$ 7.00	\$ 588.00	Not provided in bid documents
740-10.04	Geotextile (Type IV)(Stabilization)	3333.0	S.Y.	\$ 0.72	\$ 2,399.76	\$ 2.39	\$ 7,965.87	Used for subgrade stabilization various areas
803-01	Sodding (New Sod)	3132.0	S.Y.	\$ 5.00	\$ 15,660.00	\$ 3.00	\$ 9,396.00	Used for immediate stabilization in summer
					\$78,151.79		\$ 60,726.29	

**OVERRUN / UNDERRUN OF ORIGINAL CONTRACT BID ITEMS**

TDOT NO.	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT		AS-BUILT		OVERRUN / UNDERRUN	COMMENTS
				PLAN QUANTITY	PLAN COST	ACTUAL QTY	ACTUAL COST		
105-01	Construction Stakes, Lines and Grades	LS	\$ 35,000.00	1.0	\$ 35,000.00	1.0	\$ 35,000.00	\$ -	
203-01	Road & Drainage Excavation	CY	\$ 30.00	1,805.0	\$ 54,150.00	1805.0	\$ 54,150.00	\$ -	
203-06	Water	MG	\$ 1,000.00	1.5	\$ 1,500.00	0.0	\$ -	\$ (1,500.00)	
203-07	Furnishing & Spreading Topsoil	CY	\$ 50.00	510.0	\$ 25,500.00	0.0	\$ -	\$ (25,500.00)	Not needed. Contractor amended soil with nutrients and placed sod.
209-05	Sediment Removal	CY	\$ 10.00	90.0	\$ 900.00	0.0	\$ -	\$ (900.00)	Not used on project.
209-08.03	Temporary Silt Fence (Without Backing)	LF	\$ 2.10	1,210.0	\$ 2,541.00	504.0	\$ 1,058.40	\$ (1,482.60)	
209-08.08	Enhanced Rock Check Dam	EA	\$ 500.00	1.0	\$ 500.00	0.0	\$ -	\$ (500.00)	Item not needed.
209-09.43	Catch Basin Protection (Type 4)	EA	\$ 250.00	3.0	\$ 750.00	0.0	\$ -	\$ (750.00)	Item not needed.
209-40.34	Catch Basin Protection (Type E)	EA	\$ 250.00	3.0	\$ 750.00	0.0	\$ -	\$ (750.00)	Item not needed.
303-01	Mineral Aggregate, Type A Base, Grading	TON	\$ 30.00	2,200.0	\$ 66,000.00	2331.3	\$ 69,939.00	\$ 3,939.00	
303-10.01	Mineral Aggregate (Size 57)	TON	\$ 50.00	33.0	\$ 1,650.00	33	\$ 1,650.00	\$ -	
307-01.08	Bituminous Plant Mix (PG64-22)	TON	\$ 187.50	365.0	\$ 68,437.50	546.44	\$102,457.50	\$ 34,020.00	Overrun due to removal of concrete drive apron on SE corner and replace with BPM
402-01	Bituminous Material for Prime Coat	TON	\$ 1,000.00	2.4	\$ 2,400.00	0	\$ -	\$ (2,400.00)	Item not needed.
402-02	Aggregate for Cover Material (PC)	TON	\$ 50.00	9.5	\$ 475.00	0	\$ -	\$ (475.00)	Item not needed.
403-01	Tack Coat	TON	\$ 1,000.00	1.7	\$ 1,700.00	1.3	\$ 1,300.00	\$ (400.00)	
411-01.11	ACS Mix (PG64-22) Grading E Rdwy	TON	\$ 180.00	455.0	\$ 81,900.00	669.97	\$120,594.60	\$ 38,694.60	Overrun due to use as leveling course in some locations and SE corner driveway apron
415-01.02	Cold Planing Bituminous Pavement	SY	\$ 6.00	5,610.0	\$ 33,660.00	5610	\$ 33,660.00	\$ -	
607-02.01	15" Concrete Pipe Culvert (Class II)	LF	\$ 135.00	440.0	\$ 59,400.00	512	\$ 69,120.00	\$ 9,720.00	Due to existing CMP under SE driveway apron crushed and required replacement.
607-03.30	18" Pipe Culvert	LF	\$ 135.00	72.0	\$ 9,720.00	70	\$ 9,450.00	\$ (270.00)	
607-05.30	24" Pipe Culvert	LF	\$ 175.00	96.0	\$ 16,800.00	0	\$ -	\$ (16,800.00)	Used 30" by 19" horizontal oval pipe in lieu of 24" RCP due to utility conflict
607-07.30	36" Pipe Culvert	LF	\$ 200.00	34.0	\$ 6,800.00	32	\$ 6,400.00	\$ (400.00)	
611-07.30	15" Endwall (Side Drain)	EA	\$ 2,500.00	3.0	\$ 7,500.00	3	\$ 7,500.00	\$ -	
611-07.54	18" Endwall (Cross Drain) 3:1	EA	\$ 2,500.00	2.0	\$ 5,000.00	1	\$ 2,500.00	\$ (2,500.00)	Eliminated open ditch at SE corner and therefore not needed.
611-07.57	24" Endwall (Cross Drain) 3:1	EA	\$ 3,500.00	1.0	\$ 3,500.00	0	\$ -	\$ (3,500.00)	Eliminated open ditch at SE corner and therefore not needed.
611-07.60	30" Endwall (Cross Drain) 3:1	EA	\$ 3,500.00	1.0	\$ 3,500.00	1	\$ 3,500.00	\$ -	
611-07.63	36" Endwall (Cross Drain) 3:1	EA	\$ 6,500.00	1.0	\$ 6,500.00	1	\$ 6,500.00	\$ -	
611-07.69	48" Endwall (Cross Drain) 3:1	EA	\$ 8,500.00	1.0	\$ 8,500.00	1	\$ 8,500.00	\$ -	
702-03	Concrete Combined Curb & Gutter	CY	\$ 700.00	26.0	\$ 18,200.00	28.8	\$ 20,160.00	\$ 1,960.00	
709-05.06	Machined Rip Rap (Class A1)	TON	\$ 45.00	216.0	\$ 9,720.00	0	\$ -	\$ (9,720.00)	Item not needed.
712-01	Traffic Control	LS	\$ 30,000.00	1.0	\$ 30,000.00	1	\$ 30,000.00	\$ -	
712-04.01	Flexible Drums Channelizing	EA	\$ 40.00	50.0	\$ 2,000.00	50	\$ 2,000.00	\$ -	
712-05.01	Warning Lights Type A	EA	\$ 39.00	20.0	\$ 780.00	20	\$ 780.00	\$ -	
712-06	Signs (Construction)	SF	\$ 10.00	214.0	\$ 2,140.00	210	\$ 2,100.00	\$ (40.00)	
712-08.03	Arrow Board (Type C)	EA	\$ 900.00	1.0	\$ 900.00	0	\$ -	\$ (900.00)	Item not needed.
712-08.06	Uniformed Police Officer	HR	\$ 50.00	250.0	\$ 12,500.00	622.5	\$ 31,125.00	\$ 18,625.00	Deemed necessary due to safety concerns.
713-15.07	Suspended Flat Sheet Aluminum Sign (0.080" Thick)	EA	\$ 500.00	2.0	\$ 1,000.00	2	\$ 1,000.00	\$ -	

TDOT NO.	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT		AS-BUILT		OVERRUN / UNDERRUN	COMMENTS
				PLAN QUANTITY	PLAN COST	ACTUAL QTY	ACTUAL COST		
713-16.41	Relocate Sign	LS	\$ 500.00	1.0	\$ 500.00	1	\$ 500.00	\$ -	
716-02.04	Plastic Pavement Marking (Channelization Striping)	SY	\$ 17.75	130.0	\$ 2,307.50	378	\$ 6,709.50	\$ 4,402.00	
716-02.05	Plastic Pavement Marking (Stop Line)	LF	\$ 10.00	90.0	\$ 900.00	84	\$ 840.00	\$ (60.00)	
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	EA	\$ 150.00	7.0	\$ 1,050.00	7	\$ 1,050.00	\$ -	
716-02.07	Plastic Pavement Marking (24" Barrier)	LF	\$ 7.75	185.0	\$ 1,433.75	0	\$ -	\$ (1,433.75)	
716-04.02	Plastic Pavement Marking (Double Turning Arrow)	EA	\$ 175.00	5.0	\$ 875.00	5	\$ 875.00	\$ -	
716-04.12	Plastic Pavement Marking (Yield Line)	SF	\$ 7.50	20.0	\$ 150.00	60	\$ 450.00	\$ 300.00	
716-12.02	Enhanced Flatline Thermo Pvmt Mrkng (6" Line)	LM	\$ 4,475.00	1.3	\$ 5,817.50	1.2	\$ 5,370.00	\$ (447.50)	
717-01	Mobilization	LS	\$ 65,000.00	1.0	\$ 65,000.00	1	\$ 65,000.00	\$ -	
730-01.02	Removal of Signal Equipment	EA	\$ 2,000.00	1.0	\$ 2,000.00	1	\$ 2,000.00	\$ -	
730-01.04	Modification of Exist Traffic Sig Equip	LS	\$ 4,200.00	1.0	\$ 4,200.00	1	\$ 4,200.00	\$ -	
730-02.17	Signal Head Assembly (150 A2H w/backplate)	EA	\$ 1,400.00	2.0	\$ 2,800.00	2	\$ 2,800.00	\$ -	
730-03.20	Install Pull Box (Type A)	EA	\$ 400.00	1.0	\$ 400.00	1	\$ 400.00	\$ -	
730-03.21	Install Pull Box (Type B)	EA	\$ 400.00	2.0	\$ 800.00	2	\$ 800.00	\$ -	
730-08.03	Signal Cable - 7 Conductor	LF	\$ 2.00	200.0	\$ 400.00	0	\$ -	\$ (400.00)	
730-09.01	Span Wire Assembly (22,257 lbs. min. brk strength)	LF	\$ 5.00	50.0	\$ 250.00	50	\$ 250.00	\$ -	
730-12.01	Conduit 1" Diameter (PVC)	LF	\$ 10.00	40.0	\$ 400.00	40	\$ 400.00	\$ -	
730-12.02	Conduit 2" Diameter (PVC)	LF	\$ 12.00	30.0	\$ 360.00	10	\$ 120.00	\$ (240.00)	
730-14.01	Shielded Detector Cable	LF	\$ 2.00	380.0	\$ 760.00	360	\$ 720.00	\$ (40.00)	
730-14.02	Saw Slot	LF	\$ 4.50	160.0	\$ 720.00	1632	\$ 7,344.00	\$ 6,624.00	Apparent design calculation error
730-14.03	Loop Wire	LF	\$ 1.00	3,456.0	\$ 3,456.00	3390	\$ 3,390.00	\$ (66.00)	
730-23.01	Steel Strain Pole (Signal Support)	EA	\$ 11,700.00	1.0	\$ 11,700.00	1	\$ 11,700.00	\$ -	
740-10.03	Geotextile (Type III) (Erosion Control)	SY	\$ 5.00	255.0	\$ 1,275.00	0	\$ -	\$ (1,275.00)	Item not needed.
801-01	Seeding (with mulch)	UNIT	\$ 60.00	27.0	\$ 1,620.00	9.2	\$ 552.00	\$ (1,068.00)	
801-03	Water (Seeding and Sodding)	MG	\$ 500.00	3.0	\$ 1,500.00	0	\$ -	\$ (1,500.00)	Item not needed.
920-10.04	Hamilton County Curb Inlet Left	EA	\$ 3,500.00	1.0	\$ 3,500.00	1	\$ 3,500.00	\$ -	
920-11.04	Hamilton County Curb Inlet Right	EA	\$ 3,500.00	1.0	\$ 3,500.00	1	\$ 3,500.00	\$ -	
920-12.04	Hamilton County Curb Inlet Center	EA	\$ 3,500.00	1.0	\$ 3,500.00	2	\$ 7,000.00	\$ 3,500.00	Added to SE corner where open ditch was eliminated and curb & gutter added.
TOAL					\$ 703,448.25		\$ 749,915.00	\$ 46,466.75	

TOTAL OF ADDED ITEMS AND OVERRUNS \$ 124,618.54



## Hamilton County Board of Commissioners

# RESOLUTION

No. 1116-3

**A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE ECG CHESTNUT, L.P. PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE HEALTH, EDUCATION AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.**

**WHEREAS,** pursuant to Tennessee Code Annotated, Section 7-53-305(b) Hamilton County, Tennessee (the "County") is permitted to delegate to The Health, Education and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board"), the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Board upon a finding by the County that such payments are deemed to be in furtherance of the Board's public purposes; and,

**WHEREAS,** ECG Chestnut, L.P. (the "Company") is contemplating the acquisition of land located at 2108 Chestnut Street, Chattanooga, Hamilton County, Tennessee, and the construction, equipping, and furnishing of a multifamily, low income housing tax credit apartment project with approximately 174 one and two bedroom units (the "New Facility"); and, because of the substantial economic benefits to the City of Chattanooga and the County resulting from the project, has asked the Board and the Board of Commissioners of the County (the "Commission") to approve payments in lieu of ad valorem taxes; and

**WHEREAS,** the Commission has determined that payments in lieu of ad valorem taxes from such a project would be in furtherance of the Board's public purposes as set forth within Chapter 53 of Title 7 of the Tennessee Code Annotated.

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

That we do hereby find that the ECG Chestnut, L.P project referenced above is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Board's public purpose; and that the Board is hereby delegated with the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for this purpose and this project only; and that the County Mayor is hereby authorized to enter into an Agreement for Payments In Lieu Of Ad Valorem Taxes substantially in the form attached hereto, with such changes thereto as he shall approve.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

Approved:

Vetoed:

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County Clerk

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County Mayor

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November 2, 2016

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Date

**AGREEMENT FOR PAYMENTS IN LIEU  
OF AD VALOREM TAXES**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and among THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”); ECG CHESTNUT, L.P., a \_\_\_\_\_ limited partnership (the “Company”); the CITY OF CHATTANOOGA, TENNESSEE (the “City”); and HAMILTON COUNTY, TENNESSEE (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE (“Trustee”), and by MARTY HAYNES and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY (“Assessor”).

**W I T N E S S E T H:**

**WHEREAS**, the Company is contemplating the acquisition of land located at 2108 Chestnut Street in Chattanooga, Hamilton County, Tennessee, and the construction, equipping and furnishing of a multifamily, low income housing tax credit apartment project with approximately 174 one and two bedroom units (collectively, the “Project”), and has requested the Board’s assistance in the financing of the Project; and

**WHEREAS**, substantial public welfare benefits to the City and County will be derived from the Project; and

**WHEREAS**, the Board has agreed to take title to certain real and personal property that constitutes the Project, as described in Exhibit “A” attached hereto (the “Property”), which Property is to be owned by the Board and leased to the Company; and

**WHEREAS**, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §48-101-301, et seq., all such property will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §48-101-312; and

**WHEREAS**, for the public benefit of the citizens of the City and the County, the Board has requested that the Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

**WHEREAS**, the Company has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the Property (the “In Lieu Payments”), as more particularly set forth hereinafter; and

**WHEREAS**, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions; and

**WHEREAS**, the Board wishes to designate the County Assessor as its agent to appraise the Property and assess a percentage of its value in the manner specified herein; and

**WHEREAS**, the Board wishes to designate the Trustee and the City Treasurer, as applicable, as its agent to receive the In Lieu Payments in accordance with the terms of this Agreement;

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were subject to property taxes. The Assessor shall give the Trustee, the City Treasurer, the Board, and the Company written notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Trustee as its agent to compute the amounts of the In Lieu Payments, to receive such payments from the Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this agreement, the Trustee shall compute the taxes which would be payable on the Property if it were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and assessment of the Assessor. Each year hereunder, the Trustee shall send the Board and the Company a bill for appropriate amounts of In Lieu Payments (the "Tax Bill").

3. Payments in Lieu of Taxes. After receipt of the Tax Bill, the Company shall pay to the Trustee the amounts indicated on the Tax Bill to be paid to the County and the Company shall pay to the City Treasurer the amounts on the Tax Bill to be paid to the City in accordance with the amount set forth below in Section 4. The In Lieu Payments shall be made by the Company in lieu of the property taxes which would otherwise be payable on the Property if it were subject to property taxes.

4. Amount of Payments by the Company.

(a) Property Exclusive of Improvements. For each of the years 2017 through 2033 (the "Real Property Tax Abatement Period"), the Company shall make payments with respect to the Property in an amount equal to one hundred percent (100%) of all City and County annual ad valorem property taxes levied in the base year of 2016 (the "Base Year") on the value of the land on which the Project will be constructed. The intent is for the City and County to continue receiving throughout the term of this Agreement all taxes assessed as to the value of the property in the Base Year exclusive of the improvements made in connection with the Project, which improvements are subject to the payment in lieu of tax obligations set forth in subsection (b), immediately below.

(b) Improvements. After construction of the Project is completed and the Assessor of Property has reassessed the then improved Property, the Company shall make In Lieu Payments in the amount required to satisfy the Hamilton County Schools portion of the property taxes that would be due on the improvements to the Property if it were subject to taxation (the "School Portion"), which the parties acknowledge and agree currently equates to 27.05% of the amount of the total City and County taxes that would have been payable on the improvements to the Property if it were subject to property taxes. The parties further acknowledge that the percentage of the School's Portion will vary as City and County tax rates change. Additional In Lieu Payments on the improvements will be as follows:

Year	City General Fund <sup>(1)</sup>	County General Fund <sup>(1)</sup>	County School Fund <sup>(1)</sup>
2019 – 2028	0%	0%	100%
2029	20%	20%	100%
2030	40%	40%	100%
2031	60%	60%	100%
2032	80%	80%	100%
2033	100%	100%	100%

*(1) – The above percentages refer to the percent of the amount of taxes that would have been payable on the improvements to the Property if it were subject to property taxes.*

As noted above, during such years 2019 to 2033 (the "Improvements Tax Abatement Period"; the Improvements Tax Abatement and the Real Property Tax Abatement Period collectively called the "Tax Abatement Period"), the Company shall continue to pay the School Portion attributable to the Hamilton County Schools. For any periods before or after the Tax Abatement Period that the Property is owned by the Board, the Company shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

5. Penalties and Late Charges; Affordability Requirement. The Company shall make the In Lieu Payments for each year before March 1 of the following year. All In Lieu Payments to the City and County shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company fails to make any In Lieu Payment when due, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, for each month that each payment has been unpaid. Such one and one-half percent (1-1/2%) per month late charge

amount shall accumulate each month and be payable so long as there remains any outstanding unpaid amount.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees, and if the Company should fail to pay all amounts and late charges due as provided hereinabove for more than two (2) years, the City or the County may, as to their respective In Lieu Payments, terminate the benefits of this Agreement and thereafter require the Company to pay one hundred percent (100%) of the amount of taxes that would have been payable on the Property for so long as such payment default continues as determined by the Mayor of the City and the Mayor of the County. In the event of a disagreement between the parties concerning whether or not the Company has cured a default, a representative of the Company may request that the City and County, as applicable, each meet to determine whether such default has been cured, and the Company and the City or the County, as the case may be, shall meet promptly thereafter attempt in good faith to resolve such dispute. The Company may, in addition, file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

(c) The Company covenants as follows:

(i) The Project will be completed within twenty-four (24) months following the date of this Agreement.

(ii) After completion of the Project and during the Tax Abatement Period, 100% of the dwelling units in the Project will be set aside for occupancy by households

whose income is not greater than 60% of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development (the "Affordability Requirement").

(iii) After completion of the Project and during the Tax Abatement Period, the Project shall be maintained in habitable condition and in compliance with all applicable City and County ordinances and codes.

(d) If the Company should fail to meet the Affordability Requirement under Section 5(c)(ii) above with respect to the Project and such failure continues for a period of more than one hundred eighty (180) days following receipt by the Company of written notice from the City or the County specifying such failure in reasonable detail (an "Affordability Event of Default"), the City and the County may then require the Company to pay an amount determined by multiplying the In Lieu Payments on the Property owed pursuant to Section 4 during the period of the continuance of such Affordability Event of Default by a fraction (expressed as a percentage), the denominator of which is the number of dwelling units at the Project subject to the Affordability Requirement and the numerator of which is the number of dwelling units that are not occupied by or available for occupancy by households whose income is not greater than 60% of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development. The County and the City shall look solely to the Company for any repayment obligations.

6. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Section 4 for the benefit of the City general fund shall be disbursed to the general funds of the City in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and

municipalities. All sums received by the Trustee pursuant to Section 4 for the benefit of the County general fund shall be disbursed to the general fund of the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be divided into an account for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Section 4 for the benefit of the County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated §48-101-302.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or

computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Annual Report. The Company will provide, on or before February 15 of each calendar year during this Agreement following the date the Project is placed in service, (i) a copy of the Owner's Annual Certification of Compliance that the Company has provided to the Tennessee Housing Development Agency for the prior calendar year, and (ii) a certification of the Company as to the Company's compliance with the covenants set forth in Section 5(c). An independent audit of these certifications may occur if requested by the City or County during any calendar year of this Agreement.

9. Lien on Property. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

10. Term. This Agreement shall become effective on the date that the Board attains title to the Property and shall continue for so long as the Board holds title to any of the Property or the Company has made all payments required hereunder, whichever shall later occur.

11. Leasehold Taxation. If the leasehold interest of the Company should be subject to ad valorem taxation, then any amounts assessed as taxes thereon shall be credited against any In Lieu Payments due hereunder. The Company agrees to cooperate fully with the Assessor in supplying information for completion of leasehold taxation questionnaires with respect to the Property.

12. Stormwater Fees. In addition to other requirements under this Agreement, the Company shall be responsible for all stormwater fees assessed by the City of Chattanooga against the Real Property.

13. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City or the Board, c/o Mr. Phillip A. Noblett, Suite 200, 100 E. 11<sup>th</sup> Street, Chattanooga, Tennessee 37402; if to the County, c/o Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402-1956; if to the Company, c/o Mr. Hunter Nelson, ECG Chestnut, L.P., 118 16th Avenue South, Suite 200, Nashville, Tennessee 37203; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications, when sent by U.S. certified mail, return receipt requested, shall be effective three days after sending, or when sent by overnight courier or personal delivery, shall be effective upon delivery, or when sent by facsimile transmission, confirmed electronically, shall be effective when sent, in each case addressed as aforesaid.

14. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

15. Assignment. Except in the event of the conveyance of the Property as a result of a foreclosure or deed in lieu of foreclosure or except as otherwise provided in this Section, the Company may only assign this Agreement, or any part hereof, with the prior consent of the Mayor of the City, the Mayor of the County, and the Board. The Mayor of the City, the Mayor of the County and/or the Board shall not withhold such consent upon the occurrence of all of the following conditions: (i) there is no default under this Agreement at the time of the assignment, (ii) all requirements of the Company under this Agreement have been satisfied as of the date of the assignment, and (iii) any assignee agrees to provide proof of sufficient assets to fund the business plan for the Project and agrees to be bound by the terms of this Agreement from and after the date of assignment (the “Consent Requirements”). If the Company provides the Mayor of the City, the Mayor of the County and the Board (x) a certificate of an officer of the Company certifying that the requirements of (i) and (ii) have been satisfied and (y) proof of sufficient assets to fund the business plan for the Project and a copy of an assignment and assumption agreement pursuant to which the assignee agrees to be bound by the terms of this Agreement, the Mayor of the City, the Mayor of the County and the Board shall each have the option, upon at least seven (7) days’ prior notice to the Company, to meet with a representative of the Company within forty-five (45) days of receipt of the Company’s certificate for purposes of determining whether the Company has satisfied the Consent Requirements. Unless the Mayor of the City, the Mayor of the County and the Board meet with the Company and all state in writing within such forty-five (45) day period that the Company has not satisfied the Consent Requirements, the Company may assign this Agreement in accordance with the terms and conditions described in the Company’s certificate without any further action of the Mayor of the City, the Mayor of the County and/or the Board. In the event that the Mayor of the City, the Mayor of the County and

the Board timely state in writing that the Company has not satisfied the Consent Requirements, the Company and the assignee may, upon the Company's request, appear before the City Council of the City, the Board of Commissioners of the County and the Board to request approval of such assignment pursuant to the terms of this Section, which consents shall not be unreasonably withheld. Upon satisfaction of the requirements of this Section, the assignment shall relieve the Company from liability for any of its obligations hereunder as of the effective date of the assignment.

16. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

17. No Liability of Board's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the Board, whether past, present or future, either directly or through the Board. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

19. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

20. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

ATTEST:

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

THE HEALTH, EDUCATIONAL AND HOUSING  
FACILITY BOARD OF THE CITY OF  
CHATTANOOGA, TENNESSEE

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

ECG CHESTNUT, L.P.

By: ECG Chestnut GP, LLC, its sole general partner

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

CITY OF CHATTANOOGA, TENNESSEE

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

HAMILTON COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

WILLIAM F. HULLANDER

By: \_\_\_\_\_  
Hamilton County Trustee

MARTY HAYNES

By: \_\_\_\_\_  
Hamilton County Assessor of  
Property

**EXHIBIT "A"**  
**TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES**

REAL PROPERTY

[INSERT LEGAL DESCRIPTION]

PERSONAL PROPERTY

All personal property used by the Company in connection with its housing facility located on the real property described above.



# Hamilton County Board of Commissioners RESOLUTION

No. 1116-5

**A RESOLUTION ACCEPTING A STATE OF TENNESSEE, GOVERNOR’S HIGHWAY SAFETY OFFICE GRANT FOR THE “REMOVE INTOXICATED AND IMPAIRED DRIVERS” PROJECT WITH A TERM ENDING SEPTEMBER 30, 2017 AND AMENDING THE SHERIFF’S OFFICE OPERATING BUDGET BY ADDING \$76,000 TO REVENUES AND EXPENDITURES.**

**WHEREAS**, the Governor’s Highway Safety Office has awarded the Sheriff’s Office a grant, via federal funding, with a project titled “Remove Intoxicated and Impaired Drivers”, in the amount of \$76,000; and,

**WHEREAS**, these grant funds will be used on overtime for saturation patrols on roadways to identify and cite “Driving Under the Influence (DUI) and Impaired Drivers” offenders; and,

**WHEREAS**, this project will commence immediately and will have an ending date of September 30, 2017; and,

**WHEREAS**, funding for this grant will be used to pay for overtime and related benefits and supplies; and

**WHEREAS**, no local match is required by Hamilton County, nor the Sheriff’s Office.

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

A RESOLUTION ACCEPTING A STATE OF TENNESSEE, GOVERNOR’S HIGHWAY SAFETY OFFICE GRANT FOR THE “REMOVE INTOXICATED AND IMPAIRED DRIVERS” PROJECT WITH A TERM ENDING SEPTEMBER 30, 2017 AND AMENDING THE SHERIFF’S OFFICE OPERATING BUDGET BY ADDING \$76,000 TO REVENUES AND EXPENDITURES.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

November 2, 2016

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1116-6

**A RESOLUTION ACCEPTING A U.S. DEPARTMENT OF JUSTICE GRANT AND TO AMEND THE SHERIFF’S OPERATING BUDGET BY INCREASING REVENUES AND EXPENDITURES BY \$17,450. PURSUANT TO THE GRANT TERMS, THE FUNDS MAY BE USED FOR CORRECTION PURPOSES ONLY.**

**WHEREAS**, Section 241 (i) of the Federal Immigration and Nationality Act provided for a program to provide assistance to states and local governments that are incurring costs due to the incarceration of undocumented criminal aliens; and

**WHEREAS**, the Sheriff’s Office applied for grant funds under the resulting State Criminal Alien Assistance Program (SCAAP);

**WHEREAS**, the Sheriff’s Office application for funding has been approved in the amount of \$17,450; and

**WHEREAS**, these grant funds will be used for “correctional purposes only”; and

**WHEREAS**, no matching funds are required.

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

Hamilton County hereby accepts the U.S. Department of Justice Grant, and the Sheriff’s Office Operating Budget is amended by adding \$17,450, to the revenues and expenditures.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

November 2, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1116-7

**A RESOLUTION TO ACCEPT A DONATION OF CANINE EQUIPMENT AND ASSOCIATED SUPPLIES AND TRAINING FROM THE CHATTANOOGA DOG AGILITY CLUB TO THE HAMILTON COUNTY SHERIFF’S OFFICE VALUED AT APPROXIMATELY \$4,896 FOR LAW ENFORCEMENT PURPOSES.**

**WHEREAS**, donated supplies range valued at \$3,421 from harnesses to leashes to collars and other items which would be beneficial to assisting the Sheriff’s K-9 personnel; and

**WHEREAS**, registration fees of \$295 per officer have been secured for five officers to attend training valued at \$1,475 for K-9 personnel; and

**WHEREAS**, the canine division of the Sheriff’s Office has been proven to be a valuable asset in the prevention and protection against criminal activity within the community.

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

To recognize the Chattanooga Dog Agility Club upon their donation of stated equipment, supplies and paid training to the Hamilton County Sheriff’s Office.

**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 2, 2016

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1116-8

**A RESOLUTION TO ACCEPT A DONATION OF A 40MM SINGLE SHOT LAUNCHER WITH AN ESTIMATED RETAIL VALUE OF \$975 FROM THE AMTECH LESS-LETHAL SYSTEMS TO THE HAMILTON COUNTY SHERIFF’S OFFICE.**

**WHEREAS**, Hamilton County recognizes the importance of properly equipping officers in carrying out their task to keep local citizens safe against criminal activity within the community; and

**WHEREAS**, the retail value of such equipment is estimated at \$975; and

**WHEREAS**, the Sheriff’s Office of Hamilton County will pay nothing, nor promise any favors in consideration of this donation.

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

To accept the donation of the 40MM Single Shot Launcher from Amtec Less-Lethal Systems with an estimated retail value of \$975 to the Hamilton County Sheriff’s Office.

**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 2, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1116-9

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO AMEND THE 2016 - 2017 BUDGET FOR THE JUSTICE FOR FAMILIES GRANT, FROM THE OFFICE ON VIOLENCE AGAINST WOMEN (OVW). THE TWO YEAR GRANT IN THE AMOUNT OF \$250,000.00 WITH THE GRANT PERIOD OF APRIL 1, 2015 TO MARCH 31, 2017 HAS A REMAINING BALANCE OF \$64,370.00.00 THE FY2017 BUDGETED AMOUNT OF \$125,000.00 FOR REVENUES AND EXPENDITURES SHOULD BE REDUCED TO \$64,370.00 TO REFLECT THE CURRENT FUNDS AVAILABLE FOR FY2017.

**WHEREAS,** Hamilton County is committed to improving the safety of victims of domestic violence and their children; and,

**WHEREAS,** pursuant to the Justice for Families Program, OVW seeks to continue its contractual agreement with Hamilton County for Supervised Visitation and Exchange services as prescribed by the Violence Against Women Act for persons who meet the eligibility requirements; and,

**WHEREAS,** the County subcontracts with Partnership for Families, Children, and Adults Inc. to provide supervised visitation and exchange services; and,

**WHEREAS,** the grant is budgeted in the Community Services Department of the Health Department.

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

That the County Mayor is hereby authorized to amend the Justice for Families budget for the FY2017 from \$125,000.00 to \$64,370.00 to reflect the current amount of funds available for the remainder of the FY2017.

**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 2, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1116-10

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 \$492,400.00 TO PROVIDE SEXUALLY TRANSMITTED DISEASE AND HIV EDUCATION, PREVENTION AND CONTROL SERVICES IN HAMILTON COUNTY, FOR A TIME PERIOD OF JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

**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 \$492,400.00 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, 2017 through December 31, 2017.

**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 2, 2016

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, 2017	<b>End Date</b> December 31, 2017	<b>Agency Tracking #</b> 34349-03517	<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		<b>CFDA # 93.977, 93.940</b>  <b>Grantee's fiscal year end June 30, 2017</b>			
<b>Service Caption (one line only)</b> To provide <input checked="" type="checkbox"/> HIV/STD/Viral Hepatitis Prevention and Care 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>
2017	\$59,450	\$186,750			\$246,200
2018	\$59,450	\$186,750			\$246,200
<b>TOTAL:</b>	<b>\$118,900</b>	<b>\$373,500</b>			<b>\$492,400</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<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 (optional)</b> HL00007849		<b>Account Code (optional)</b> 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 Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of HIV/STD/Viral Hepatitis Prevention 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. Centers for Disease Control and Prevention (CDC) - the federal agency responsible for funding and administering national programs for the prevention and control of communicable diseases.
  - 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 - activities designed to prevent the spread of disease and the development of complications.
  - d. Electronic HIV/AIDS Reporting System (eHARS) - an application designed for the management, surveillance, and reporting of HIV/AIDS.
  - e. ELISA Test - the enzyme-linked immunosorbent assay test which tests for antibodies to HIV.
  - f. Expanded testing - the provision of HIV testing in healthcare and non-healthcare settings serving individuals at risk of HIV infection.
  - g. Expedited partner therapy (EPT) - 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.
  - h. False positives - tests that give HIV positive test results that are then proven false by the Western Blot Test.
  - i. Hepatitis B - an infection of the liver that is caused by a DNA virus which is transmitted by contaminated blood or blood derivatives in transfusions, by sexual contact with an infected person, or by the use of contaminated needles and instruments.
  - j. Hepatitis B (HBV) means a double-stranded deoxyribonucleic acid (DNA) virus that is vaccine-preventable and is transmitted by contact with infectious blood, semen and other body fluids.

- k. Hepatitis B series - 3 intramuscular injections the second and third doses administered 1 and 6 months, respectively, after the first dose, as prevention against the hepatitis B infection.
  - l. Hepatitis C (HCV) means a single-stranded ribonucleic acid (RNA) virus that is not vaccine-preventable and is transmitted by contact with blood of an infected person.
  - m. HIV testing - test devices or kits cleared by the U.S. Food and Drug Administration (FDA) that are determined to meet the criteria for waiver under 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).
  - n. OraQuick Advanced Test Device - means the single-use, qualitative immunoassay to detect antibodies to Human Immunodeficiency Virus Type 1 (HIV-1) and Type 2 (HIV-2) in oral fluid, fingerstick whole blood, venipuncture whole blood and plasma specimens.
  - o. Patient Reporting Investigating Surveillance Manager (PRISM) - an application designed for the management, surveillance, and reporting of sexually transmitted diseases.
  - p. Patient Tracking Billing Management Information System (PTBMIS) - 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.
  - q. Pre-Exposure Prophylaxis (PrEP) - the use of HIV medications by those at high-risk for HIV as a strategy for preventing acquisition of HIV.
  - r. NBS - National Electronic Disease Surveillance System (NEDSS) Based System (NBS), a database designed for the management surveillance, and reporting of communicable diseases, including viral hepatitis.
  - s. Rapid testing - an easy-to-perform, point-of-care investigation for detecting antibody to HIV, the result of which is provided at the same setting of the consultation. The test result is normally available within 20 minutes.
  - t. Western Blot Test - the test used to confirm the positive enzyme-linked immunosorbent assay (ELISA) test results for HIV.
- A.3. Service Goals. 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. 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. Use the grant funds to implement and coordinate activities related to HIV/AIDS/STD prevention, testing, diagnosis, 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://www.tn.gov/assets/entities/health/attachments/TN\\_Jurisdictional\\_Plan\\_September\\_2012.pdf](http://www.tn.gov/assets/entities/health/attachments/TN_Jurisdictional_Plan_September_2012.pdf)) copies of which will be provided to the Grantee prior to execution of the Grant.

- (2) The Grantee will provide education and referral to patients for Pre-Exposure Prophalaxis (PrEP) to patients that meet the following criteria:
- i. Any male or transgender client that is positive for syphilis & HIV negative
  - ii. Any male or transgender client that is positive for a rectal swab of gonorrhea or chlamydia & HIV negative
  - iii. Any male or transgender partner (HIV negative) of a male or TG that is positive for any STD, including HIV
  - iv. Any male or transgender client (HIV-) that answers a sexual history that is anal sex = yes
  - v. Any male or transgender client (HIV-) that has a history of IDU.
- (3) The Grantee agrees to provide the HIV Prevention program with a list of PRISM client ID numbers for those clients that were counseled and referred to PrEP, before the 15<sup>th</sup> of each month, via email to the State HIV/STD Prevention Director at David.K.Fields@tn.gov

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://www.tn.gov/health/article/STD-guidelines>, 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://www.tn.gov/health/article/STD-guidelines>).
  - 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://www.tn.gov/health/article/STD-guidelines>.

- (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://tn.gov/assets/entities/health/attachments/STD\\_Program\\_Manual\\_2012.pdf](http://tn.gov/assets/entities/health/attachments/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 five percent (95%) of Syphilis/HIV co-infection (previous and newly diagnosed HIV) will be interviewed.
  - vi. 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.
  - vii. 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.
  - viii. 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.
  - ix. Once per quarter deliver one (1) STD/Sexual Health presentation to one (1) SNP or FQHC in Chattanooga/Hamilton County.
  - x. Identify Community Healthcare Centers in Chattanooga/Hamilton County that provide services to men having sex with men.
  - xi. Provide two (2) gonorrhea epidemiology and treatment education presentations to the CHC identified above.
  - xii. Identify one (1) CBO who provides services to high risk populations in Chattanooga/Hamilton County with which to collaborate in an ongoing educational program.
  - viii. Develop and deliver an STD health education presentation to the provider identified 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 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://tn.gov/assets/entities/health/attachments/STD\\_Program\\_Manual\\_2012.pdf](http://tn.gov/assets/entities/health/attachments/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.

d. Viral Hepatitis Surveillance Services

(1) The Grantee agrees to provide viral hepatitis surveillance services listed below in accordance with the State Viral Hepatitis Program and as outlined in the Tennessee Department of Health's Viral Hepatitis NBS User Guide, located at: [https://apps.health.tn.gov/ReportableDiseases/Disease/Hepatitis%20b/Hepatitis\\_NBS\\_User\\_Guide\\_-\\_May\\_2016.pdf](https://apps.health.tn.gov/ReportableDiseases/Disease/Hepatitis%20b/Hepatitis_NBS_User_Guide_-_May_2016.pdf)

- i. Case investigation of acute HBV and acute HCV;
- ii. Contact investigation of acute HBV and HCV;
- iii. Care coordination of acute HBV, acute HCV, and chronic HCV; and
- iv. Viral hepatitis NBS data entry and management.

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.
- f. Centers for Disease Control and Prevention (CDC) cooperative agreement.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

**B. TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective on January 1, 2017 ("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.

**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 Ninety Two Thousand Four Hundred Dollars (\$492,400) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) 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 3).
- 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/Viral Hepatitis Section  
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 Attachment 4 to the Grant Contract.

- 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 5.

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 comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. 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.

E.2. 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/execomp.htm>.)

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

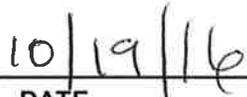
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a 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.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

   
 \_\_\_\_\_  
**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**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - ROLL-UP				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.				
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>	\$377,600.00	\$0.00	\$377,600.00
2	Benefits & Taxes	\$102,500.00	\$0.00	\$102,500.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$5,500.00	\$0.00	\$5,500.00
6	Telephone	\$1,600.00	\$0.00	\$1,600.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
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>	\$2,300.00	\$0.00	\$2,300.00
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>\$492,400.00</b>	<b>\$0.00</b>	<b>\$492,400.00</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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**

**GRANT BUDGET**

(BUDGET PAGE 2)

<b>CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HIV PREVENTION</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$141,200.00	\$0.00	\$141,200.00
2	Benefits & Taxes	\$69,800.00	\$0.00	\$69,800.00
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>	\$219,200.00	\$0.00	\$219,200.00

<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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**

**GRANT BUDGET LINE-ITEM DETAIL**

(BUDGET PAGE 3)

<b>SALARIES</b>		<b>AMOUNT</b>
April Tumin, Nurse Specialist	\$ 4,323.25 x 12 x 100%	\$51,879.00
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 85%	\$37,268.66
Malia Hinson, Patient Service Representative	\$ 2,056.32 x 12 x 100%	\$24,675.84
<b>TOTAL ROUNDED</b>		<b>\$141,200.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>		<b>AMOUNT</b>
Local Travel		\$1,000.00
Statewide HIV/AIDS Meetings		\$500.00
<b>TOTAL</b>		<b>\$1,500.00</b>

**ATTACHMENT 1**  
**GRANT BUDGET**  
(BUDGET PAGE 4)

<b>CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - STATE STD</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (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%	\$32,724.25
<b>TOTAL ROUNDED</b>	<b>\$32,700.00</b>

**ATTACHMENT 1 (continued)**

**GRANT BUDGET**

(BUDGET PAGE 6)

<b>CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - STD PREVENTION</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
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>	\$154,300.00	\$0.00	\$154,300.00

<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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 7)**

<b>SALARIES</b>						<b>AMOUNT</b>
Laurie Tucker, Public Health Representative	\$ 3,807.13	x	12	x	91.55%	\$41,825.13
Val Sanderfer, Public Health Representative	\$ 3,430.91	x	12	x	91.55%	\$37,691.98
Grady Hicks, Public Health Representative	\$ 3,391.33	x	12	x	91.55%	\$37,257.15
Eundra Porter, Public Health Representative	\$ 3,416.12	x	12	x	91.55%	\$37,529.49
<b>TOTAL ROUNDED</b>						<b>\$154,300.00</b>

**ATTACHMENT 1**  
**GRANT BUDGET**  
**(BUDGET PAGE 8)**

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - VIRAL HEPATITIS				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2017, and ending DECEMBER 31, 2017.				
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>	\$49,400.00	\$0.00	\$49,400.00
2	Benefits & Taxes	\$32,000.00	\$0.00	\$32,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$3,000.00	\$0.00	\$3,000.00
6	Telephone	\$200.00	\$0.00	\$200.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
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>	\$800.00	\$0.00	\$800.00
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>\$85,500.00</b>	<b>\$0.00</b>	<b>\$85,500.00</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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.



STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY			
PO#	LINE#	RECEIPT #	TDOH AGENCY INVOICE #
EDISON CONTRACT #			
EDISON VENDOR #	EDISON ADDRESS LINE #		VOUCHER #

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD
	FROM <span style="float: right;">TO</span>
Edison Vendor #	CONTRACT PERIOD
CONTRACTING STATE AGENCY <span style="float: right;">Tennessee Department of Health</span>	FROM <span style="float: right;">TO</span>
PROGRAM AREA	CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER	

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD  (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	FOR CENTRAL OFFICE USE ONLY
				SPEEDCHART NUMBER:
				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

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

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

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

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

ATTACHMENT:

## Instructions & Hints

### Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

**File Names:** Please use the following format when naming files.  
name of agency REPORTING PERIOD END.xls  
do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page \_\_\_\_ of \_\_\_\_ pages" format

### THE WORKSHEET IS NOT PROTECTED

**do not overwrite formulas (identified by yellow shading and "0" ) or change formats**  
**do not overwrite/edit shaded areas (move to the cell beyond the shading for input)**  
**do not add (insert) lines do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

**NOTE** If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

**If refund due, mail reports with check or send note with e-mail that check in the mail**

e-mail completed files to: [janice.e.moore@tn.gov](mailto:janice.e.moore@tn.gov)

e-mail filing replaces mailing forms

Janice Moore

Telephone: 615-532-7767

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**  
**SCHEDULE A**  
**EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

**Line 7 Postage And Shipping**

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

**Line 8 Occupancy**

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

**Line 9 Equipment Rental And Maintenance**

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

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

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

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

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

Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

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

**PROGRAM REVENUE REPORT (PRR)  
SCHEDULE B  
SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds**

**Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds**

**Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

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

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B). The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

## **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 \_\_\_\_\_

<b>CONTRACTOR/GRANTEE</b>	<b>FEDERAL ID #</b>
<b>CONTRACTING STATE AGENCY</b>	<b>REPORT PERIOD</b>
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	<b>TOTAL DIRECT PROGRAM EXPENSES</b>				
22	Administrative Expenses				
23	<b>TOTAL DIRECT AND ADMINISTRATIVE EXPENSES</b>				
24	In-Kind Expenses				
25	<b>TOTAL EXPENSES</b>				

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 5**

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"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: \_\_\_\_\_

**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)	
Federal award date	
CFDA number and name	93.977
Grant contract's begin date	January 1, 2017
Grant contract's end date	December 31, 2017
Amount of federal funds obligated by this grant contract	\$154,300
Total amount of federal funds obligated to the subrecipient	N/A
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
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)	11.3% of Salary & Benefits

**\* Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**





# Hamilton County Board of Commissioners RESOLUTION

No. 1116-11

A RESOLUTION ACCEPTING THE BIDS OF BROZELCO INC., SHIELDS ELECTRONICS SUPPLY, INC., AND TESSCO INCORPORATED FOR A ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 3, 2016, THROUGH NOVEMBER 2, 2017, WITH THE OPTION TO RENEW FOR SIX (6) ADDITIONAL MONTHS, FOR COMMUNICATIONS CABLE 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 one (1) year contract unit pricing, with the option to renew for six (6) additional months, for communications cable for the Telecommunications Department; and,

WHEREAS, the bids from Brozelco Inc., Shields Electronics Supply, Inc., and Tessco Incorporated 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 Brozelco Inc., Shields Electronics Supply, Inc., and Tessco Incorporated, for one (1) year contract unit pricing, beginning November 3, 2016, through November 2, 2017, with the option to renew for six (6) additional months for communications cable for the Telecommunications 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 2, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 12, 2016

### Invitation to Bid – Hamilton County

Subject: Contract Unit Pricing for Communications Cable as per attached specifications.

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

Company Address: \_\_\_\_\_

Street City State

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print or Type Name)

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

Delivery: \_\_\_\_\_ Terms: \_\_\_\_\_

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "Communications Cable".  
Proposal/Bid Number: 0916-035**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

A handwritten signature in blue ink that reads "Gail B. Roppo".

Gail B. Roppo  
Director of Purchasing

## COMMUNICATIONS CABLE BID SPECIFICATIONS

### **Statement of Intent**

Hamilton County, TN, hereinafter referred to as "County," is soliciting bids for unit pricing on communications cable. The contract period will be one (1) year with the option to renew for one (1) additional six (6) month term. All prices must remain fixed during this contract period. Cable will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract. Be aware however that pricing will be allowed to decrease if general market pricing decreases.

Throughout the terms of this contract,

- annual item volumes/quantities are estimates only and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery for the first order within 10 days of the initial order; any subsequent order must be guaranteed to the County's warehouse within 24 hours after receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the designated Hamilton County location;
- 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;
- no additional charges will be allowed; and
- prices will be guaranteed not to increase during the term of the contract [See paragraph on Substitution and Technology Refreshment below].

### **Quantities**

The cable 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 contract.

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.

Specific details regarding estimated annual volumes are included on the attached Communications Cable Pricing Form. Please note that the quantity listed is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract.

### **Pricing**

Prices quoted shall be firm for the initial term of the contract and no cost increases shall be accepted in this initial contract term. Future pricing adjustments will be considered at the time of renewal at the sole discretion of the County. Any requested adjustment shall be fully documented with a justification, and submitted to the County at least ninety (90) days prior to the contract anniversary date.

Note that these are not automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for each additional term.

### **Substitution and Technology Refreshment**

If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

### **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.

### **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.

### **Warranty**

The manufacturer must provide a warranty on all cable for a minimum of **two years**. Failure to identify any limitations or special conditions may 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 of any defective cable for the two-year period following the delivery of the cable at no cost to the County.

Manufacturers that place conditions upon extended warranties based on the installation method used by any contractor working on a Hamilton County project must agree to do an on-site inspection prior to completion of the project.

Manufacturers that place conditions upon extended warranties based on required training and certification of the technicians doing the installation must submit a proposal to provide the required training. Cable installation will be performed by both outside contractors and the County's in-house technicians. Proposals for required training must include specific locations, time schedules, and associated costs.

Hamilton County will require a specified warranty period from all outside contractors regarding the workmanship and testing of all installed cable.

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.

### **Payment**

Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order.

### **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.

### **Award of Bid**

While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award the bid 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.

Hamilton County reserves the right to waive any irregularities or reject any or all bids.

**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 September 23, 2016** 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# 0916-035: Communications Cable”**. Any sealed envelope(s) enclosed within this envelope / package should also be clearly marked with the same label.

***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.***

**DELIVERY ADDRESS FOR ALL PROPOSALS:**  
Gail B. Roppo, Director of Purchasing  
**BID # 0916-035: Communications Cable** from {insert your company name here}  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**COMPLETION OF THE ATTACHED BID PRICING FORM**

Submit your bid as specified below on the attached Communications Cable Pricing Form. All prices shall be displayed on a unit price basis.

**COMPLETION OF THE ATTACHED BID SUBMISSION FORMS**

The attached Authorization to Bind and Certificate of Compliance forms must be signed and submitted as a part of your bid submission package.

**CONTACTS**

Questions concerning **product specifications** should be directed to:

Mike Beal, Telecommunications Manager  
[MikeB@HamiltonTN.gov](mailto:MikeB@HamiltonTN.gov)  
423-209-6220 (Office)

Questions concerning **bid procedures** should be directed to the Purchasing Department:

Janie Burley, Senior Buyer  
[JanieB@HamiltonTN.gov](mailto:JanieB@HamiltonTN.gov)  
423-209-6350 (Office)

**ATTACHMENTS**

Hamilton County General Bid Terms and Conditions

### **CABLE SPECIFICATIONS**

Hamilton County reserves the right to accept only cable from the manufacturer listed to standardize the cable used during this contract period. For **items one (1) and two (2)** in pricing form, all cable to be **Belden** IBDN 3612 or 3613 only: **NO ALTERNATES ACCEPTED.**

After evaluation of all sections of this bid document, including warranty, shipping, and the general bid requirements, the unit prices 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 design of new construction projects and the cabling of other existing buildings scheduled within the next twelve months. However, quantities are not guaranteed and may increase or decrease during the term of the contract.

The attached Communications Cable Pricing Form **MUST BE USED** to submit unit pricing.

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.

1. The estimated quantities reflect the amount we anticipate needing.
2. Fiber must be in 1,000 foot reel boxes, numerically numbered for footage with start and end labeled 0 TO 1,000.
3. Each vendor is responsible for providing the correct part number for each item listed. If the part number on the attached form is incorrect, please correct the form and attach the manufacturer's spec sheet with the correct information.
4. All estimated quantities on worksheet are given in feet.

**COMMUNICATIONS CABLE PRICING FORM**

**Note: FOR ITEMS 1 & 2 - All cable to be Belden IBDN 3612 or 3613 only**  
**NO ALTERNATES ACCEPTED.**

ITEM	Estimated Quantity	Description	Manufacturer	Price Per Foot
1	50,000	Cat 6eX Riser Cable, Green, <b>Belden 3612</b>		
2	50,000	Cat 6eX Plenum Cable, White, <b>Belden 3613</b>		
3	1000	6 pair / 24awg Direct Buried Cable		
4	5000	Cat 3 25 Pair / 24awg Riser Rated Cable		
5	2000	Cat 3 25 Pair / 24awg Plenum Rated Cable		
6	2000	Cat 3 50 Pair / 24awg Riser Rated Cable		
7	2000	Cat 3 50 Pair / 24awg Plenum Rated Cable		
8	5000	RG 6 Quad Shield Riser Rated Coax Cable CommScope or equal		
9	5000	RG 6 Quad Shield Plenum Rated Coax Cable CommScope or equal		
10	2000	RG11/U Riser Rated Coax Cable CommScope or equal		
11	2000	RG11/U Plenum Rated Coax Cable CommScope or equal		
12	5000	22/6 Shielded Riser Rated, Stranded Cable		
13	5000	18/2 Riser Rated, Stranded Cable		
14	5000	2 Pair / 22awg Stranded Plenum Rated Cable with 1 Pair Shielded		
15	5000	2 Pair / 22awg Stranded Riser Rated Cable with 1 Pair Shielded		
Clearly indicate manufacturer bid on all items.				

Submitted by Company Name: \_\_\_\_\_

Print Name

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

Print Name

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

Sign and Print Name

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

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

## 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. 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/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

\_\_\_\_\_  
Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
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/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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. **IRAN DIVESTMENT ACT.** By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **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.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
38. **WARRANTIES:** All warranty information must be furnished.
39. **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**

9/12/2016 8:15 AM Eastern

Solicitation Title: Communications Cable Contract  
 Number: 0916-035  
 Bids Due: 9/23/2016 10:30:00 AM Eastern  
 Status: Open

Visible to Vendors: Currently Hidden | [Show](#)

Message Summary		Message Detail		Document Detail			
<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>
9/12/2016 8:15:31AM	Eastern	Janie Burley	<a href="#">0916-035 - Communications Cable Contract</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	641	0

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**Please run the attached ad on September 12, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for Contract Unit Pricing for Communications Cable will be opened at 10:30 A.M. (ET) on September 23, 2016, 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**

Bids for Contract Unit Pricing for Communications Cable will be opened at 10:30 A.M. (ET) on September 23, 2016, 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

**Communications Cable Bid  
Friday September 23, 2016**

**Telecommunications  
10.30 AM**

ITEM	Estimated Quantity	Description	Brozelco Inc.		Shields Electronics Supply Inc.		Tessco Incorporated	
			Manufacturer	Price Per Foot	Manufacturer	Price Per Foot	Manufacturer	Price Per Foot
1	50,000	Cat 6eX Riser Cable, Green, <b>Belden 3612</b>	Belden	\$ 0.34	Belden	\$ 0.163	Belden	\$ 0.26182
2	50,000	Cat 6eX Plenum Cable, White, <b>Belden 3613</b>	Belden	\$ 0.68	Belden	\$ 0.278	Belden	\$ 0.53280
3	1000	6 pair / 24awg Direct Buried Cable	Superior Essex	\$ 0.41	_	NB	Belden	\$ 2.51369
4	5000	Cat 3 25 Pair / 24awg Riser Rated Cable	Lapp USA	\$ 0.08	_	NB	Belden	\$ 0.85507
5	2000	Cat 3 25 Pair / 24awg Plenum Rated Cable	Lapp USA	\$ 0.42	_	NB	Belden	\$ 1.18661
6	2000	Cat 3 50 Pair / 24awg Riser Rated Cable	Lapp USA	\$ 0.20	_	NB	Belden	\$ 1.79275
7	2000	Cat 3 50 Pair / 24awg Plenum Rated Cable	Lapp USA	\$ 1.25	_	NB	Belden	\$ 2.36
8	5000	RG 6 Quad Shield Riser Rated Coax Cable CommScope or equal	Lapp USA	\$ 0.13	_	\$ 0.099	Belden	\$ 0.12645
9	5000	RG 6 Quad Shield Plenum Rated Coax Cable CommScope or equal	Lapp USA	\$ 0.11	_	\$ 0.312	Belden	\$ 0.85349
10	2000	RG11/U Riser Rated Coax Cable CommScope or equal	Lapp USA	\$ 0.12	Belden	\$ 0.185	Belden	\$ 0.17266
11	2000	RG11/U Plenum Rated Coax Cable CommScope or equal	Lapp USA	\$ 0.62	_	NB	Belden	\$ 1.61918
12	5000	22/6 Shielded Riser Rated, Stranded Cable	Lapp USA	\$ 0.92	Belden	\$ 0.150	Belden	\$ 0.14114
13	5000	18/2 Riser Rated, Stranded Cable	Lapp USA	\$ 1.32	Belden	\$ 0.099	Belden	\$ 0.23674

ITEM	Estimated Quantity	Description	Manufacturer	Price Per Foot	Manufacturer	Price Per Foot	Manufacturer	Price Per Foot
14	5000	2 Pair / 22awg Stranded Plenum Rated Cable with 1 Pair Shielded	Lapp USA	\$ 1.95	Belden	\$ 0.181	Belden	\$ 0.26804
15	5000	2 Pair / 22awg Stranded Riser Rated Cable with 1 Pair Shielded	Advanced Digital Cable	\$ 0.10	Belden	\$ 0.101	Belden	\$ 0.24126

<b>Request for Bids:</b>	
Newspaper Ad:	9/12/2016
Vendor Notification:	641
Vendor Response:	3
Budgeted:	Capital, Operating & Bond



# Hamilton County Board of Commissioners RESOLUTION

No. 1116-12

A RESOLUTION ACCEPTING THE BIDS OF DATACOMM CABLING, LLC, INTEGRATED NETWORKING TECHNOLOGIES, LLC, AND PEARLNET LLC, FOR A ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 3, 2016, THROUGH NOVEMBER 2, 2017, FOR HOURLY LABOR RATES FOR A TELECOMMUNICATIONS TECHNICIAN 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 a one (1) year contract unit pricing, for hourly labor rates for a Telecommunications Technician cable for the Telecommunications Department; and,

WHEREAS, the bids from DataComm Cabling LLC, Integrated Networking Technologies LLC, and Pearlnet LLC, 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 DataComm Cabling LLC, Integrated Networking Technologies LLC, and Pearlnet LLC, for one (1) year contract unit pricing, beginning November 3, 2016, through November 2, 2017, for hourly labor rates for a Telecommunications Technician for the Telecommunications 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 2, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 27, 2016

### Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for hourly labor rates for a Telecommunications Technician as per attached specifications.

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

Company Address: \_\_\_\_\_

By: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
(Print or Type Name) Signature: \_\_\_\_\_

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

Delivery: \_\_\_\_\_ Terms: \_\_\_\_\_

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "Telecommunications Technician".  
Proposal/Bid Number: 0916-040.**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

A handwritten signature in blue ink that reads "Gail B. Roppo".

Gail B. Roppo  
Director of Purchasing



## **BID # 0916-040: Telecommunications Technician Hourly Labor Rates Hamilton County, TN**

### **I. STATEMENT OF INTENT**

Hamilton County, TN, hereinafter referred to as "County" is soliciting bids for contract unit pricing on hourly labor rates for a Telecommunications Technician. The contract period will be for one (1) year. All prices must remain fixed during this contract period. The hourly rate will be used on different telecommunications projects and multiple purchase orders throughout the term of the contract.

### **II. BID SPECIFICATIONS**

#### **Technician Qualifications and Tool Requirements**

Hamilton County has set minimum qualifications for a contract labor technician as follows:

- Must be Leviton Certified (a copy of certification must be provided with the bid package)
- Must have a minimum two years cabling experience and capable of completing basic cabling projects with minimal supervision using basic cabling documents (e.g., Scope of Work, Bill of Material, Prints, etc.)
- Must be equipped with and provide their own basic Telecommunication tools including but not limited to:
  - one six foot step ladder
  - one eight foot step ladder
  - punch tool
  - hand drill
  - butt set
  - push rods, etc.
- Must be provided a vehicle capable of transporting the above tools to and from various service locations.

#### **Quantities**

The labor rate being bid will be used to provide the services of a qualified Telecommunications Technician in various communications projects for Hamilton County during the term of the contract. Every effort will be made to purchase labor in forty hour blocks. However Hamilton County reserves the right to adjust the hours requested based on the requirements of the project. No guarantees of volume of work are included.

#### **Pricing**

Prices quoted shall be firm for the initial term of the contract and no cost increases shall be accepted in this initial contract term.

#### **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.

**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.

**III. 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 as business needs dictate.* 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 covering the operation of employees and agents for the contracted operations as well as civil rights claims. 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. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - c. Products/Completed Operations
  - d. Contractual
  - e. Independent Contractors
  - f. Broad Form Property Coverage
  - g. Personal Injury
  
2. *Business Auto Liability:* \$1,000,000 limit per accident for property damage and personal injury:
  - a. Owned/Leased Autos
  - b. Non-owned Autos
  - c. Hired Auto
  
3. *Workers' Compensation and Employers' Liability:* Workers' Compensation statutory limits as required by Tennessee as applicable to the operations of the proposer(s). This policy should include Employers' Liability coverage for \$1,000,000 per incident.

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.

**IV. 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 Tuesday October 11, 2016** to the Hamilton County Purchasing Director at the address specified below. **Additionally, an entire copy of your bid package on CD in PDF format must be included.**

The outside of the envelope/package containing the bid should be clearly marked with the following statement "**BID # 0916-040: Telecommunications Technician**". Any sealed envelope(s) enclosed within this envelope / package should also be clearly marked with the same label.

**DELIVERY ADDRESS**

*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.*

Gail B. Roppo, Director of Purchasing  
**BID # 0916-040: Telecommunications Technician** {insert your company name here}  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**V. COMPLETION OF THE ATTACHED BID SUBMISSION FORMS**

Submit your bid as specified below on the attached Pricing Form. The attached Authorization to Bind and Certificate of Compliance forms must also be signed and submitted as a part of your bid submission package.

**VI. CONTACTS**

Questions concerning **product specifications** should be directed to:

Mike Beal, Telecommunications Manager

[MikeB@HamiltonTN.gov](mailto:MikeB@HamiltonTN.gov)

423-209-6220 (Office)

Questions concerning **bid procedures** should be directed to the Purchasing Department:

Janie Burley, Senior Buyer

[JanieB@HamiltonTN.gov](mailto:JanieB@HamiltonTN.gov)

423-209-6350 (Office)

**ATTACHMENTS**

Hamilton County General Bid Terms and Conditions

**BID PRICING FORM**

1. Please provide information as to the number and qualifications of any technicians you have currently that are qualified to meet the requirements as outlined in Section II above. Attached copies of resumes and certifications for each.
2. Please indicate your firm's ability to meet the insurance requirements as stated in Section III above at the time of any job assignment for the duration of the assignment.
3. Please provide your hourly labor rate below.

HOURLY LABOR RATE: \_\_\_\_\_

**SUBMITTED BY:**

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

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

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

## 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. 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/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

---

Authorized Signature (Officer of the Company)

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Taxpayer Identification Number

---

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/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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. **IRAN DIVESTMENT ACT.** By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **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.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
38. **WARRANTIES:** All warranty information must be furnished.
39. **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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Logged in as: janieb@hamiltontn.gov  
Role: Client

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**Solicitation - Log**

9/27/2016 8:03 AM Eastern

Solicitation Title: Telecommunications Technician  
Hourly Labor Rates  
Number: 0916-040  
Bids Due: 10/11/2016 10:30:00 AM Eastern  
Status: Open

Visible to Vendors: Currently Hidden | [Show](#)

Message Summary		Message Detail		Document Detail			
<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>
9/27/2016 8:03:36AM	Eastern	Janie Burley	0916-040 - <a href="#">Telecommunications Technician Hourly Labor Rates</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	1200	0

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**Please run the attached ad on September 27, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for Contract Unit Pricing for hourly labor rates for a Telecommunications Technician, will be opened at 10:30 A.M. (ET) on October 11, 2016, 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



**Telecommunications Technician Hourly Labor Rate**

Tuesday, October 11, 2016

Telecommunications

10:30 AM

<b>VENDOR</b>	<b>Integrated Networking Technologies (HC)</b>	<b>DataComm Cabling, LLC</b>	<b>Pearlnet, LLC</b>
Hourly Labor Rate	\$38.50	\$45.00	\$67.50
Terms	Net 30	Net 30	Net 30

<b>Request for Bids:</b>	
Newspaper Ad:	9/27/2016
Vendor Notification:	1200
Vendor Response:	3
Budgeted:	Capital, Operating & Bond



## Hamilton County Board of Commissioners RESOLUTION

No. 1116-13

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF SEPTEMBER 1, 2016, THROUGH SEPTEMBER 30, 2016, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the following purchases were made between September 1, 2016, through September 30, 2016.

September 7, 2016, \$1,655.00 for 1,000 gallons of regular unleaded gasoline at 1.6550 per gallon from Jat Oil and Supply, Inc.

September 13, 2016, \$10,255.89 for 7,413 gallons of E10 gasoline at 1.3835 per gallon from Sweetwater Valley Oil Company.

September 14, 2016, \$1,260.00 for 700 gallons of regular unleaded gasoline at 1.8000 per gallon from Collins Oil Company, Inc.

September 21, 2016, \$13,496.41 for 7,335 gallons of diesel fuel at 1.8400 per gallon from Jat Oil and Supply, Inc.

September 27, 2016, \$14,442.48 for 8,354 gallons of E10 gasoline at 1.72881 per gallon from Jat Oil and Supply, Inc.

September 27, 2016, \$382.38 for 160 gallons of regular unleaded gasoline at 2.3899 per gallon from Jat Oil and Supply, Inc.

September 27, 2016, \$481.58 for 242 gallons of diesel fuel at 1.9900 per gallon from Jat Oil and Supply, Inc.

September 28, 2016, \$14,113.37 for 8,356 gallons of E10 gasoline at 1.68901 per gallon from Jat Oil and Supply, Inc.

September 29, 2016, \$4,030.00 for 2,000 gallons of regular unleaded gasoline at 2.0150 from Jat Oil and Supply, Inc.

September 29, 2016, \$11,860.48 for 7,232 gallons of diesel fuel at 1.6400 per gallon from Jat Oil and Supply, Inc.

September 30, 2016, \$1,580.06 for 794 gallons of regular unleaded gasoline at 1.9900 per gallon from Jat Oil and Supply, Inc.

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

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

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

November 2, 2016

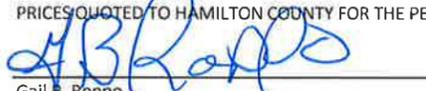
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Date

Date: 9/7/2016 9/13/2016 9/14/2016 9/21/2016 9/27/2016 9/27/2016 9/28/2016 9/29/2016 9/29/2016 9/30/2016  
 Location: Riverpark White Oak ESNP Silverdale Sheriff's Sub- Walden's Silverdale CFP White Oak Riverpark

	9/7/2016	9/13/2016	9/14/2016	9/21/2016	9/27/2016	9/27/2016	9/28/2016	9/29/2016	9/29/2016	9/30/2016	
<b>Sweetwater</b>	Gasoline	1.8399		1.9095			no quote		no quote		no quote
	E-10 Gasoline		1.3835			no quote		no quote			
	Diesel			no quote		no quote			no quote		
	Bio Diesel										
<b>Jat Oil</b>	Gasoline	1.6550		1.8990			2.3899		2.0150		1.9900
	E-10 Gasoline		1.4800			1.72881		1.68901			
	Diesel			1.8400			1.9900			1.6400	
	Bio Diesel										
<b>Collins Oil</b>	Gasoline	1.6690		1.8000			no quote		no quote		no quote
	E-10 Gasoline		no quote			no quote		no quote			
	Diesel			no quote		no quote				1.6895	
	Bio Diesel										
<b>Mansfield</b>	Gasoline	no quote		no quote			no quote		no quote		no quote
	E-10 Gasoline		1.4032			no quote		no quote			
	Diesel			no quote		no quote				no quote	
	Bio Diesel										
<b>Parman</b>	Gasoline	no quote		no quote			no quote		no quote		no quote
	E-10 Gasoline		1.4443			no quote		no quote			
	Diesel			no quote		no quote				no quote	
	Bio Diesel										
<b>Pilot Travel</b>	Gasoline	2.4845		no quote			no quote		no quote		no quote
	E-10 Gasoline		1.4571			no quote		no quote			
	Diesel			no quote		no quote				no quote	
	Bio Diesel										
<b>Lykins Energy</b>	Gasoline	no quote		no quote			no quote		no quote		no quote
	E-10 Gasoline		1.4342			no quote		no quote			
	Diesel			no quote		no quote				1.6484	
	Bio Diesel										

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF SEPTEMBER 1, 2016, THROUGH SEPTEMBER 30, 2016

  
 Gail B. Roppo  
 Director of Purchasing

<b>Unleaded Gasoline</b>	<b>September 2016</b>	<b>YTD</b>
Gallons Purchased	4,654	11,280
Total Cost	\$8,907.44	\$20,057.98
Average Cost/Gallon	\$1.9139	\$1.7782
<b>E-10</b>		
Gallons Purchased	24,123	128,338
Total Cost	\$38,811.73	\$178,026.06
Average Cost/Gallon	\$1.6089	\$1.3872
<b>Diesel</b>		
Gallons Purchased	14,809	51,486
Total Cost	\$25,838.47	\$75,417.55
Average Cost/Gallon	\$1.7448	\$1.4648
<b>Bio Diesel</b>		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		