

Hamilton County Board of County Commissioners

AGENDA

December 03, 2014

ROLL CALL

INVOCATION - Commissioner Fairbanks

PLEDGE TO THE FLAG - Commissioner Fairbanks

- Minutes Recessed Meeting - November 12, 2014
- Minutes Agenda Session - November 12, 2014
- Minutes Regular Meeting - November 19, 2014
- Report Trustee Excess Fee Report - October 2014
- Report Trustee Monthly Report - October 2014
- Res. No. 1214-1 A Resolution to approve and accept applications for notary public positions and oath of Deputy Sheriff.
- Res. No. 1214-2 A Resolution approving the continued engaging of Will Denami as lobbyist for Hamilton County before the Tennessee General Assembly.
- Res. No. 1214-3 A Resolution ratifying the purchase of a sculpture from artist Andrew Light amounting to \$11,670.00 from commission discretionary funds and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1214-4 A Resolution accepting the bid of Gentry & Painter, Inc. for one (1) year contract pricing, beginning December 3, 2014, through December 2, 2015, for two (2) masons and one (1) laborer amounting to \$98.00 per hour for the Maintenance Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1214-5 A Resolution approving an upgrade to the financial/human resources software system (IFAS) for Hamilton County General Government in an amount not to exceed \$258,650.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1214-6 A Resolution to amend Article IV of the Declaration of Trust of the Hamilton County Board of Commissioners Integral Part Trust for Other Post Employment Benefits in order to comply with legislation that amended Tennessee Code Annotated (TCA) Section 8-50-1204(A), the "Other Post Employment Benefit (OPEB) Investment Trust Act of 2006."
- Res. No. 1214-7 A Resolution authorizing the County Mayor to sign a continuation contract with the Tennessee Department of Health and Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, for the time period April 1, 2015 – March 31, 2016 in an amount not to exceed \$215,000 to support the medical case management of persons infected with HIV/AIDS in Hamilton County.
- Res. No. 1214-8 A Resolution to make certain findings relating to the Southern Champion Tray, L.P. and Southland Partners Project, to delegate certain authority to the Industrial Development Board of the City of Chattanooga, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 12, 2014**

COMMITTEE ASSIGNMENTS

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

- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Unaudited Financial Reports from Circuit Court Clerk, Clerk and Master, County Clerk and Register for the fiscal year ending June 30, 2014 would be submitted as a matter of record.
- Quarterly fee office reports would be submitted for the record.
- Quarterly investment report would be submitted for the record.
- Resolution No. 1114-23 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution No. 1114-24, 1114-25A, 1114-25B, and 1114--25C were assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolution No. 1114-26 was heard by a Committee of the Whole.
- Resolution No. 1114-30 was assigned to the Legal Committee, chaired by Commissioner Bankston.
- Resolution No. 1114-33 was assigned to the Roads Committee, chaired by Commissioner Haynes.
- Resolutions No. 1114-9, 1114-27 through 1114-29, 1114-31, 1114-32, and 1114-34 through 1114-36 were assigned to the Finance Committee, chaired by Commissioner Graham.

Commissioner Graham stated that at the November 5, 2014 Finance Committee meeting he requested that Resolution No. 1114-9 go back to committee and not be voted on. For record keeping purposes Commissioner Graham requested that the letter "A" be added to the Resolution No., which will be voted on at the November 19, 2014 Regular meeting. Clerk Knowles confirmed that the records would reflect the revised Resolution No. 1114-9A.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 12, 2014**

Chairman Fields stated that Resolution No. 1114-26 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1114-26

Commissioner Graham spoke regarding this item, which would ratify the purchase of election ballots for the Tennessee State General and Municipal Elections amounting to \$48,127.35. Commissioner Graham added that the costs for the ballots are specific to each voting machine. For compatibility reasons, Mid-West Printing Company designed a separate ballot for each precinct and their voting machine. Commissioner Graham further stated that the custom ballots are not compatible with other voting machines.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

To accommodate members of the Finance Committee, Commissioner Graham, Chairman of the Finance Committee, announced that the Finance Committee would meet in the Commission Room after the Roads and Zoning Committees meet.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 12, 2014**

Commissioner Fairbanks extended an invitation to the Fall Festival taking place at the Soddy Daisy Elementary School, Saturday November 15, 10-4 p.m.

Commissioner Turner-Smedley congratulated Attorney Taylor, recipient of the Distinguished Citizen and Lifetime Achievement award, which was presented to him at the November 9th Chattanooga Freedoms Foundation award ceremony.

DELEGATIONS

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

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, November 19th at 9:30 AM.

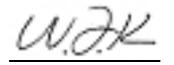
Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
NOVEMBER 12, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) November 12, 2014

BE IT REMEMBERED, that on this 12th day of November, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

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

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

Commissioner Turner-Smedley welcomed Senior Pastor Dr. Brian Cosby, Wayside Presbyterian Church, who gave the invocation. Mark West, District 7 resident, led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
NOVEMBER 12, 2014**

Chairman Fields asked Commissioners and the Mayor's staff if there was any business to be brought before the Recessed Meeting.

Hearing none, Chairman Fields declared the meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ *WFK*
Date Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 19, 2014**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) November 19, 2014

BE IT REMEMBERED, that on this 19th day of November, 2014, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

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Commissioner Turner-Smedley introduced Pastor Ronnie Phillips, Jr., Abba's House, who gave the invocation. Robin Derryberry, Owner of Derryberry Public Relations, led in the pledge to the flag.

PRESENTATION – TENNESSEE PRINCIPAL OF THE YEAR – RONALD HUGHES

Commissioner Turner-Smedley presented a proclamation to Ronald Hughes, Principal at Apison Elementary, who had recently been chosen as "Tennessee Principal of the Year".

She noted several of Mr. Hughes accomplishments including that he has been principal at Apison Elementary for the last six years, and that he has worked for three decades in Tennessee education.

Rick Smith, Superintendent of Hamilton County Schools and Donna Horn, Vice Chair, Hamilton County School Board District 7, congratulated Mr. Hughes and expressed their appreciation for his dedication and hard work. Gail Morgan, Director of Apison Elementary, was also present for the proclamation presentation.

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Mr. Hughes expressed his appreciation to the Commission for their support. He also proudly noted that he accepted the “Tennessee Principal of the Year” award on behalf of all Tennessee Principals.

Mr. Hughes was personally congratulated and shook hands with members of the Commission.

PRESENTATION – T.S.S.A.A CLASS A-AA - SIGNAL MTN HIGH SCHOOL – LADY EAGLES GOLF TEAM

Commissioner Fields presented a proclamation to Signal Mountain High School Lady Eagles Golf Team who had recently won the 2014 T.S.S.A.A Class A-AA State Championship.

Michael “Bumper” Reese, Signal Mountain Middle High School Assistant Principal and Athletic Director, introduced each of the Lady Eagles Golf Team players and highly praised them on their success.

Justin McCulley, Signal Mountain Middle High School Assistant Principal, thanked the Commission for their support and looked forward to the possibility of the Lady Eagles Golf Team returning next year with another State Championship.

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Commissioner Mackey added that before Rodney Mitchell became a Signal Mountain High School Golf Coach, he was a wise successful businessman. Mr. Mackey acknowledged that Mr. Mitchell's business qualities have truly made him an admirable Coach.

Mayor Coppinger congratulated the Lady Eagles Golf Team and pointed out that some of the team member's parents were present in the audience.

Commissioner Boyd was impressed by the Lady Eagles' sportsmanship and praised them on their State Championship win.

The Lady Eagles Golf Team was personally congratulated and shook hands with members of the Commission.

PRESENTATION – T.S.S.A.A CLASS A-AA - SIGNAL MTN HIGH SCHOOL – LADY EAGLES CROSS COUNTRY TEAM

Commissioner Fields presented a proclamation to Signal Mountain High School Lady Eagles Cross Country Team who had recently won the 2014 T.S.S.A.A Class A-AA State Championship.

**HAMILTON COUNTY COMMISSION
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Commissioner Fields noted that the Lady Eagles Cross Country Team achieved this honor previously having won the 2013 T.S.S.A.A Class A-AA State Championship. He commended the team and coaches for their hard work and dedication.

Signal Mountain Middle High School Coach Dustin Carpenter introduced each of the Lady Eagles Cross Country Team players and praised them on their discipline and success. Coach Carpenter and Assistant Principal Justin McCulley also thanked the parents for their support.

The Lady Eagles Cross Country Team was personally congratulated and shook hands with members of the Commission.

APPROVAL OF MINUTES

ON MOTION of Commissioner Bankston, seconded by Commissioner Mackey, that the minutes of the Recessed Meeting of October 22, 2014, the Agenda Preparation Session of October 22, 2014, the Regular Meeting of November 5, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd , "Aye"; Commissioner Graham, "Aye";

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Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner Turner-Smedley, “Aye”; and Chairman Fields, “Aye”. Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor’s representative on the Planning Commission for the meeting of November 10, 2014.

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, 2014
Clerk & Master – year ending June 30, 2014
County Clerk – year ending June 30, 2014
Register of Deeds – year ending June 30, 2014

FEE OFFICE REPORTS

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

Circuit Court Clerk – July 2014 through September 2014
Clerk & Master – July 2014 through September 2014
County Clerk – July 2014 through September 2014
Register of Deeds – July 2014 through September 2014

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**QUARTERLY INVESTMENT REPORT FOR QUARTER ENDING SEPTEMBER 30,
2014**

The quarterly investment report of Hamilton County government, for the quarter ending September 30, 2014, was submitted as a matter of record.

**RESOLUTION NO. 1114-23 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE OATHS OF JUDICIAL
COMMISSIONER, AND THE OATHS OF DEPUTY SHERIFF.**

ON MOTION of Commissioner Haynes, seconded by Commissioner Graham, to adopt Resolution No. 1114-23. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

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RESOLUTION NO. 1114-26 A RESOLUTION RATIFYING THE PURCHASE OF ELECTION BALLOTS FOR THE TENNESSEE STATE GENERAL AND MUNICIPAL ELECTIONS AMOUNTING TO \$48,127.35 FROM MID-WEST PRINTING COMPANY FOR THE ELECTION COMMISSION AND TO AUTHORIZE 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. 1114-26. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

RESOLUTION NO. 1114-24 A RESOLUTION GRANTING ABANDONMENT OF AN UNOPENED RIGHT-OF-WAY LOCATED ON THE 11300 BLOCK OF BATES ROAD.

Commissioner Haynes, Chairman of the Zoning Committee, stated that the Zoning Committee reviewed Resolution No. 1114-24 and recommended approval.

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In response to Commissioner Haynes request, Todd Leamon, Public Works Administrator, provided further details about the abandonment of a portion of unopened street right-of-way located at the 11300 block of Bates Road.

Chairman Fields asked whether there was any opposition present to today's request. There was none.

ON MOTION of Commissioner Haynes, seconded by Commissioner Smedley, to adopt Resolution No. 1114-24. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1114-25A A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND C-2 LOCAL BUSINESS COMMERCIAL DISTRICT
TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTY LOCATED ON
THE 9700 BLOCK OF EAST BRAINERD ROAD.**

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**RESOLUTION NO. 1114-25B A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND C-2 LOCAL BUSINESS COMMERCIAL DISTRICT
TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTY LOCATED ON
THE 9700 BLOCK OF EAST BRAINERD ROAD.**

**RESOLUTION NO. 1114-25C A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND C-2 LOCAL BUSINESS COMMERCIAL DISTRICT
TO C-2 LOCAL BUSINESS COMMERCIAL DISTRICT, PROPERTY LOCATED ON
THE 9700 BLOCK OF EAST BRAINERD ROAD**

Commissioner Haynes, Chairman of the Zoning Committee, stated that the Zoning Committee reviewed Resolution No. 1114-25C and certain conditions had been added to it. He noted that Resolution No. 1114-25A, 1114-25B, and 1114-25C had been distributed to the Commission and Clerk's office. He added that it was the Committee's recommendation that Resolution No. 1114-25C be approved.

ON MOTION of Commissioner Haynes, seconded by Commissioner Turner-Smedley, to adopt Resolution No. 1114-25C.

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Upon Commissioner Haynes request, Commissioner Turner-Smedley provided additional details regarding Resolution No. 1114-25C which was a proposal to change the 9700 block of East Brainerd Road zoning from Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District. The Chattanooga-Hamilton County Regional Planning Agency recommended that Phase 1 of the Enclave at East Hamilton be approved with ten conditions.

Commissioner Turner-Smedley added that there was initially significant opposition to the project, but the neighborhood was won over by concessions made by the developer. She said a committee of nine or ten members held sixteen meetings on the project.

Todd Leamon, Public Works Administrator, added that after meeting with the County Attorney and the Planning Commission it was recommend that the Resolution only include the ten concessions being made by the developer that Hamilton County felt zoning regulations would allow them to enforce.

Commissioner Turner-Smedley asked that the signed separate agreement between Ooltewah Development, LLC and the Community Members be added to the record. She explained that this agreement was inclusive of all concessions made by the developer on this project. Clerk Knowles asked that a copy of the agreement be submitted to the Clerk's office as a matter of record.

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Commissioner Mackey expressed his philosophy that property owners have the right to develop their property as desired based on meeting all zoning regulations. Upon Commissioner Mackey's concerns, Regional Planning Agency Director, John Bridger, clarified that recommendations to zoning made by staff are based on current existing codes, regulations, and policies. Cases proceed to the Planning Commission and this body where community input may influence decisions based on other factors.

Commissioner Haynes noted that the ten agreed upon conditions in Resolution No. 1114-25C are enforceable and that eleven out of thirteen Regional Planning Commission members approved Resolution No. 1114-25C.

Chairman Fields asked whether there was any opposition present to today's request. There was none.

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

Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye".

Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

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Commissioner Haynes and Commissioner Turner-Smedley both concluded by thanking everyone for working together to make the proposed Enclave at East Hamilton project possible.

RESOLUTION NO. 1114-30 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A INTERLOCAL AGREEMENT WITH THE CITY OF EAST RIDGE TO ALLOW EAST RIDGE CITY COURT TO USE AND SHARE INFORMATION WITH HAMILTON COUNTY'S CRIMINAL JUSTICE INFORMATION AND MANAGEMENT SYSTEM, CJUS, AND TO CHARGE THE CITY OF EAST RIDGE FOR THE COSTS INCURRED IN PROVIDING THE EAST RIDGE CITY COURT WITH ACCESS TO CJUS AND TO AMEND BOTH THE GENERAL FUND REVENUE AND EXPENDITURE BUDGETS BY \$25,000 FOR THIS PROJECT.

Commissioner Bankston, Chairman of the Legal Committee, stated that the Legal Committee reviewed Resolution No. 1114-30 and recommended approval.

ON MOTION of Commissioner Bankston, seconded by Commissioner Haynes, to adopt Resolution No. 1114-30. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes,

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“Aye”; Commissioner Mackey, “Aye”; Commissioner Turner-Smedley, “Aye”; and Chairman Fields, “Aye”. Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

RESOLUTION NO. 1114-33 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 THEREFOR: FROSTWOOD LANE, DAKOTA SKY WAY AND SKYBROOK DRIVE AS EXTENDED.

Commissioner Haynes, Chairman of the Zoning Committee, stated that the Zoning Committee reviewed Resolution No. 1114-33 and recommended approval.

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 1114-33. 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 Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner Turner-Smedley, “Aye”; and Chairman Fields, “Aye”. Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

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**RESOLUTION NO. 1114-9A A RESOLUTION ACCEPTING THE BID OF CWC
OFFICE FURNISHINGS FOR FURNITURE FOR THE CRIMINAL COURTS
AMOUNTING TO \$59,820.24 AND AUTHORIZING THE COUNTY MAYOR TO SIGN
ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham, Chairman of the Finance Committee, requested that
Resolution No. 1114-9A be heard as the last Resolution of the meeting.

**RESOLUTION NO. 1114-27 A RESOLUTION AUTHORIZING THE SHERIFF'S
OFFICE TO PURCHASE WITH NARCOTIC'S FUND MONIES, AT PUBLIC SALE OR
AUCTION, USED VEHICLES TO BE UTILIZED AS UNMARKED OR UNDERCOVER
VEHICLES; THE NUMBER OF SUCH VEHICLES TO BE PURCHASED TO BE
DETERMINED BY THE FUNDS APPROPRIATED ANNUALLY, NOT TO EXCEED
\$125,000 FOR FY 2014 AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1114-28 A RESOLUTION ACCEPTING THE BIDS OF MIDDLE
TENNESSEE TURF, INC. AND JOHN DEERE LANDSCAPES FOR ONE (1) YEAR
CONTRACT PRICING, BEGINNING DECEMBER 4, 2014, THROUGH DECEMBER 3,
2015, FOR BERMUDA AND FESCUE SOD FOR THE RECREATION DEPARTMENT
AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

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RESOLUTION NO. 1114-29 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF OCTOBER 1, 2014, THROUGH OCTOBER 31, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1114-31 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF A RAPE PREVENTION EDUCATION PROGRAM USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$160,00.00 FOR THE PERIOD BEGINNING FEBRUARY 1, 2015, ENDING JANUARY 31, 2019, WHICH INCLUDES \$16,700.00 THAT IS ALREADY BUDGETED FOR THE CURRENT FISCAL YEAR ENDING JUNE 30, 2015 .

RESOLUTION NO. 1114-32 A RESOLUTION ACCEPTING THE BID OF PARRIS ROOFING AND SHEET METAL COMPANY, INC. TO RE-ROOF THE HEALTH DEPARTMENT GOLLEY AUDITORIUM AMOUNTING TO \$52,475.00 AND

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

RESOLUTION NO. 1114-34 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S&ME, INC, FOR GEOENVIRONMENTAL TESTING AND INSPECTION SERVICES NECESSARY FOR CONSTRUCTION OF THE NEW GANNS ELEMENTARY SCHOOL FOR AN AMOUNT NOT TO EXCEED \$233,600.00.

RESOLUTION NO. 1114-35 A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF TELESOURCE SERVICES, LLC, A-1 TELETRONICS, INC., HELLO DIRECT, OPTUS, INC., AND SYNERGY TELECOM, INC. FOR NORTEL TELEPHONE EQUIPMENT FOR THE PERIOD BEGINNING NOVEMBER 19, 2014 THROUGH NOVEMBER 18, 2015 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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RESOLUTION NO. 1114-36 A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF MXN CORPORATION, PERSONAL COMPUTER SYSTEMS, INC., AND OPTUS, INC., BEGINNING NOVEMBER 19, 2014, THROUGH NOVEMBER 18, 2015, FOR HP DATA COMMUNICATIONS EQUIPMENT FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham, Chairman of the Finance Committee, stated that the Finance Committee reviewed Resolution No. 1114-27 through 1114-29 and Resolution No. 1114-31 through 1114-36 and recommended approval.

Commissioner Graham made the following comments regarding Resolution No. 1114-27 through 1114-29 and Resolution No. 1114-31 through 1114-36:

Resolution No. 1114-27 uses budgeted monies in the Narcotics Fund that are available to the Sheriff's Office, not to exceed \$125,000. Any funds received from the sale of vehicles will be put back into the Narcotics Fund.

To lessen the possibility of supply and demand issues, two bids were chosen for Resolution No. 1114-28. Middle Tennessee Turf, Inc. and John Deere Landscapes both have contract pricing, beginning December 4, 2014 through December 3, 2015.

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Resolution No. 1114-29 was authorizing the purchases of petroleum products for the period of October 1, 2014 through October 31, 2014. Commissioner Graham added that petroleum prices have dropped which saved 27 cents on each gallon of diesel fuel, 35 cents on each gallon of E10 fuel, and 28 cents on each gallon of unleaded fuel.

Resolution No. 1114-31 is a continuation contract for rape prevention education services for an amount not to exceed \$160,000, of which \$16,700 is already included in the current fiscal year budget. There is no County match and the remaining funds will be included in subsequent revenue and expense budgets through January 31, 2019.

Resolution No. 1114-32 was accepting a low bid from Parris Roofing and Sheet Metal Company to re-roof the Health Department Golley Auditorium amount to \$52,745.00. Once the roof is installed and inspected a 20 year warranty will be issued.

Resolution No. 1114-34 authorized S&ME, Inc to perform the geo-environmental testing and inspection services for construction of the new Ganns Elementary School.

Resolution No. 1114-35 accepted unit pricing bids for Nortel telephone equipment for the Telecommunications Department, there were 403 bid notifications and eight bid responses. The Nortel telephone equipment will be used as needed and in various departments.

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Resolution No. 1114-36 accepted unit pricing bids for HP data communications equipment for the Telecommunications Department, there were 522 bid notifications and four bid responses. The HP data communications equipment will be used as needed and in various departments.

Mr. Leamon responded to Commissioner Boyd's concerns on Resolution No. 1114-34. Mr. Leamon confirmed that the engineering fee was in the Ganns Elementary school bond budget.

In response to Commissioner Boyd's questions on Resolution No. 1114-28, Don Allen, Administrator of General Services, clarified that the amount of sod needed is calculated by using statistical facts from historical usage.

Mr. Leamon responded to Commissioner Beck's inquiry regarding Resolution No. 1114-28. If an issue arises that is covered under a 20 year roof warranty a claim will be filed. Due to various roofing issues, it is not possible to report statistical facts for paid roofing claims in general.

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 1114-27 through 1114-29 and Resolution No. 1114-31 through 1114-36. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 19, 2014**

follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1114-9A A RESOLUTION ACCEPTING THE BID OF CWC
OFFICE FURNISHINGS FOR FURNITURE FOR THE CRIMINAL COURTS
AMOUNTING TO \$59,820.24 AND AUTHORIZING THE COUNTY MAYOR TO SIGN
ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

At this time, Commissioner Graham spoke in regards to Resolution No. 1114-9A. He stated that he toured the courts building and found that the chairs in the Criminal and General Sessions Courts are in dire need of replacing. He had also been advised of the need for video equipment for viewing of presentations made to the Court. During lengthy discussion in Finance Committee it was voted not to recommend approval for Resolution No. 1114-9A. It was noted that hesitation to approve Resolution No. 1114-9A was due to the low bid coming in at \$59,820 for 144 chairs. Commissioner Graham and the Finance Committee made recommendation to table the Resolution in attempt to further the study to save taxpayers money and include General Sessions Court.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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Chairman Fields advised that a Motion must first be made to put the resolution on the floor for discussion. Then a motion to table would be in order.

Attorney Taylor indicated that no requests had been made for purchases of chairs or video equipment from the General Sessions Courts. He did not feel inclusion of those items was in order unless there was an official request made.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to deny Resolution No. 1114-9A.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to table Resolution No. 1114-9A until further notice.

The Motion to table Resolution 1114-9A was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye".

Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 19, 2014**

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Several members of the Commission, the Mayor, County Attorney Taylor, and Clerk Knowles expressed their condolences to the family of County Commissioner Emeritus and longtime Republican leader Harold Coker, who passed away on Sunday.

Commissioner Haynes thanked everyone who attended the District 3 Principal's meeting Tuesday November, 18, 2014 at Hixson School. He encouraged the Commission to work closely with their School Board members, State Delegation, and school Principals to address any concerns or questions that may exist.

Commissioner Graham congratulated Eva Whitson, a 3rd grader at Normal Park Elementary for winning the 2014 Hamilton Shines Billboard Art Contest. Eva's billboard will appear on a billboard close to her school.

Commissioner Boyd, Chairman of the Education Committee, announced a joint committee meeting between the Commission Education Committee and the Hamilton County Board of Education Facilities Committee. The time and place of this meeting will be announced at a later date. The media was also invited.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 19, 2014**

Commissioner Boyd thanked several Chattanooga businessmen who stepped up to be co-sponsors of Endure for a Cure Alzheimer's Benefit. Funds raised at the benefit were used to further Alzheimer's Research.

Commissioner Turner-Smedley announced that a Community Forum meeting would be taking place in District 7, Monday, November 24, 6:30 p.m., at East Brainerd Church of Christ.

Mayor Coppinger noted that a copy of the Comprehensive Annual Budget Report had been given to each Commissioner.

Commissioner Haynes congratulated newly elected City of East Ridge Judge Chris Helton.

Clerk Knowles announced that Mr. Coker's Celebration of Life service would take place Wednesday, November 19, 2014, 2 p.m., at Woodland Park Baptist Church.

Several members of the Commission wished Chairman Fields a belated Happy Birthday.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 19, 2014**

DELEGATIONS

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

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, November 26, 2014 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
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: November 10, 2014

Attached is a copy of the monthly Trustee's excess fee report for the month of October 2014.

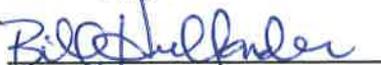
WFK/dkr

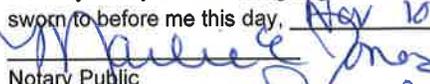
Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

Hamilton County Trustee
 Monthly Report of Fee and Commission Fund
 FISCAL YEAR: 2015

Prepared:JW

	October 2014	YTD October 2014
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	-
44201 - STATUTORY FEES 1%	182,742.21	749,883.28
44202 - STATUTORY FEES 2%	348,395.12	679,583.37
44203 - STATUTORY FEES OTHER	199.07	3,723.00
44204 - DELINQUENT TAX FEES	42,517.79	169,739.49
46112 - INTEREST	169.76	911.56
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	<u>574,023.95</u>	<u>1,603,840.70</u>
EXPENDITURES		
51001 - SALARIES	72,046.77	263,426.91
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	274.57	1,101.20
53037- SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	285.00	285.00
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	-	-
53047 - MEMBERSHIPS	400.00	810.00
53049 - PARKING	402.72	1,510.20
53050 - MISC PURCHASED SERVICE	48.00	208.50
53051 - CONTRACT LEGAL SERVICES	249.12	689.79
53059 - SECURITY SERVICES	621.23	2,487.34
53065 - BANK ANALYSIS FEE	9,555.45	35,535.72
54001 - OFFICE SUPPLIES & FORMS	470.00	515.45
54002 - SMALL TOOLS & MINOR FURNITURE	-	2,926.10
54004 - KITCHEN FOOD & SUPPLIES	47.25	335.30
54030 - MISCELLANEOUS SUPPLIES & PARTS	75.00	75.00
57007 - PERFORMANCE & SURETY BONDS	12.00	62.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	1,020,479.28
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	2,532.34	2,532.34
59022 - SOFTWARE AND SUPPLIES	221.80	576.60
59092 - MISC REFUNDS	261.74	261.74
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	677.32	5,344.27
Total EXPENDITURES:	<u>88,180.31</u>	<u>1,339,162.74</u>
Revenues over (under) Expenditures	<u>485,843.64</u>	<u>264,677.96</u>
Excess Fees at Beginning of Period	<u>496,591.28</u>	<u>717,756.96</u>
Excess Fees at End of Period	<u>982,434.92</u>	<u>982,434.92</u>


 Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, Nov 10 2014

 Notary Public
 My Commission Expires June 8 2016



RECEIVED

Date 11-10-14
 By D. Rollins
 W.F. (Bill) Knowles
 County Clerk



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: November 10, 2014

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of October 2014.

WFK/dkr

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

WFK/dkr.

Hamilton County Trustee Report

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,451.98	0.00	300.00	2,151.98
11004	CASH WITH US BANK	0.00	0.00	0.00	0.00
11010	TRUSTEE CONCENTRATION	23,584,565.04	78,540,969.09	81,064,665.64	21,060,868.49
11020	CHILD CARE	261,353.64	274,489.74	261,353.64	274,489.74
11030	FOOD SERVICE DEPOSITORY	1,744,029.36	4,260,496.04	1,607,924.00	4,396,601.40
11040	SHERIFF COMMISSARY	180,708.67	77,073.99	75,416.18	182,366.48
	Total Cash in Bank	<u>25,773,108.69</u>	<u>83,153,028.86</u>	<u>83,009,659.46</u>	<u>25,916,478.09</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	(219,774.77)	35,693,609.64	35,488,932.70	(15,097.83)
11050	BOE CASH RECEIPT SWEEP	(0.00)	54,146,504.86	54,146,504.86	0.00
	Total Bank Deposits in Transit	<u>(219,774.77)</u>	<u>89,840,114.50</u>	<u>89,635,437.56</u>	<u>(15,097.83)</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(694,198.60)	13,253,214.26	13,113,786.91	(554,771.25)
22202	FOOD SERVICE CHECK PAYABLE	(110,875.76)	941,008.06	1,094,726.92	(264,594.62)
22203	SHERIFF COMMISSARY CHECK PAYAB	(14,612.67)	42,924.23	42,747.39	(14,435.83)
22206	DOE A/P CHECK PAYABLE	(1,350,664.14)	9,963,264.84	11,280,560.91	(2,667,960.21)
22280	COUNTY PAYROLL CHECKS PAYABLE	(4,560.55)	4,170,996.34	4,170,650.50	(4,214.71)
22281	DOE PAYROLL CHECK PAYABLE	(11,995.02)	10,720,432.55	10,724,318.79	(15,881.26)
22285	DOE PAYROLL TAX PAYABLE	(32,458.25)	3,887,468.18	3,916,552.03	(61,542.10)
22286	DOE RETIREMENT PLANS	0.00	3,038,875.39	3,082,829.32	(43,953.93)
	Total Bank Outstanding Checks	<u>(2,219,364.99)</u>	<u>46,018,183.85</u>	<u>47,426,172.77</u>	<u>(3,627,353.91)</u>
	TOTAL CASH	<u>23,333,968.93</u>	<u>219,011,327.21</u>	<u>220,071,269.79</u>	<u>22,274,026.35</u>
Other Assets					
11402	DUE FROM BAD CHECKS	885.07	40.00	40.00	885.07
	Total Other Assets	<u>885.07</u>	<u>40.00</u>	<u>40.00</u>	<u>885.07</u>
	TOTAL ASSETS	<u>23,334,854.00</u>	<u>219,011,367.21</u>	<u>220,071,309.79</u>	<u>22,274,911.42</u>

Hamilton County Trustee Report

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(7,838,784.79)	33,895,790.38	40,928,762.75	(14,871,757.16)
22251	FOOD SERVICE	(3,248,058.38)	1,763,720.55	2,677,140.95	(4,161,478.78)
22255	BOE PAYROLL	19,741.76	17,912,403.27	17,876,310.65	55,834.38
22256	BOE SELF INSURANCE	3,618,124.51	4,873,890.59	9,378,858.63	(886,843.53)
22257	CAPITAL MAINTENANCE	(277,689.84)	311,910.45	26,364.72	7,855.89
22401	EXCESS FEES	(377,836.81)	479,013.60	531,349.47	(430,172.68)
22407	PAYROLL COUNTY	(826,489.36)	6,995,725.81	6,993,947.78	(824,711.33)
22408	STORMWATER	(848,207.61)	45,967.63	33,984.01	(836,223.99)
22409	DRUG COURT	(14,625.85)	46,890.21	25,379.11	6,885.25
22410	COUNTY GENERAL	(2,566,661.47)	34,650,671.74	29,245,251.17	2,838,759.10
22412	GENERAL DEBT SERVICE	(558.49)	56,768.43	56,762.89	(552.95)
22413	OPEB TRUST	12,440.83	2.59	0.00	12,443.42
22414	EMPLOYEES RETIREMENT	(155,776.19)	25,612.02	329.79	(130,493.96)
22415	TEACHERS RETIREMENT	7,412.45	600.00	13,230.00	(5,217.55)
22416	LAW LIBRARY	(487.30)	2,612.25	2,614.71	(489.76)
22418	ECONOMIC CRIMES	(500.20)	5,873.90	5,873.80	(500.10)
22419	GEN GOV'T BOND PROJECTS	504,385.69	295,401.70	0.00	799,787.39
22420	CAPITAL PROJECTS	2,122,849.96	27,946.19	2,160,462.85	(9,666.70)
22421	INDUSTRIAL DEVELOPMENT	(2,500.44)	92,008.35	92,008.43	(2,500.52)
22422	RIVERWALK/FISHING PIER	(5,001.04)	34,643.39	34,643.39	(5,001.04)
22423	RECREATION CAPITAL PROJECTS	(41.76)	80,715.91	80,718.74	(44.59)
22426	SELF INSURANCE	(2,507.01)	3,931,781.06	3,930,952.19	(1,678.14)
22428	LIABILITY INSURANCE	(15,903.25)	118,034.54	104,633.18	(2,501.89)
22430	HOTEL/MOTEL	(548,966.16)	548,966.16	501,075.70	(501,075.70)
22434	JUVENILE COURT CLERK AGENCY	(606.84)	307,844.31	308,305.80	(1,068.33)
22435	FACILITY BONDS-SERIES 2010A	(2,808.03)	0.00	0.59	(2,808.62)
22436	BOND FUND-SERIES 2010B	(877,955.71)	0.00	182.91	(878,138.62)
22437	ECONOMIC BONDS-SERIES 2010C	0.00	0.00	0.00	0.00
22447	11 BOND	(0.03)	0.00	0.00	(0.03)
22449	SCHOOL CAPITAL PROJECTS FUND	(2,172,667.72)	1,837,086.20	144.93	(335,726.45)
22461	CRIMINAL COURT	(1,364,834.22)	139,270.83	310,386.51	(1,535,949.90)

Hamilton County Trustee Report

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22462	CRIMINAL COURT SESSIONS	1,381,656.50	332,072.84	318,364.07	1,395,365.27
22463	DELINQUENT COLLECTIONS	(1,051,758.19)	41,658.78	48,269.89	(1,058,369.30)
22470	2013A BOND	(0.06)	0.00	105.88	(105.94)
22471	2013B BOND REFUNDING	(446.10)	0.00	0.09	(446.19)
22472	LINE OF CREDIT	163,740.39	33,074.39	0.00	196,814.78
22483	SHERIFF	(4,492.86)	3,666,466.19	3,672,769.31	(10,795.98)
22484	DRUG ENFORCEMENT-SHERIFF	(481.98)	19,760.35	19,696.45	(418.08)
22485	TN STATE SEX OFFENDER	(55,402.77)	588.92	1,511.66	(56,325.51)
22489	SHERIFF'S SPECIAL PROJECTS	(5,313.55)	14.37	1,438.43	(6,737.61)
22498	SYMPRO INVESTMENT POOL	(4,601,715.03)	42,302,713.70	37,225,647.98	475,350.69
Total Cash Held for Hamilton County Funds		<u>(19,038,726.95)</u>	<u>154,877,501.60</u>	<u>156,607,479.41</u>	<u>(20,768,704.76)</u>
Cash Held for Others					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(572.00)	0.00	42.70	(614.70)
23302	PARTIAL TAXES-PENDING PAYMENT	0.00	0.00	0.00	0.00
Total Cash Held for Others		<u>(18,108.03)</u>	<u>0.00</u>	<u>42.70</u>	<u>(18,150.73)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	1,284.25	17,257,105.20	17,256,955.35	1,434.10
22800	INTEREST PAYMENT FUTURE	(0.00)	8,431.17	8,431.17	(0.00)
Total Clearing Account Activity		<u>1,284.25</u>	<u>17,265,536.37</u>	<u>17,265,386.52</u>	<u>1,434.10</u>
Liabilities not Applicable					
22200	VENDOR-SYSTEM	0.00	79,316.53	79,316.53	0.00
22205	OTHER	(3,082,829.32)	5,129,685.70	2,046,856.38	0.00
22400	TEMPORARY CASH TRANSFER	0.00	13,000,000.00	13,000,000.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
Total Liabilities not Applicable		<u>(3,116,726.98)</u>	<u>18,209,002.23</u>	<u>15,126,172.91</u>	<u>(33,897.66)</u>

Clearing Account Activity - County Funds

Key: 0001130 COUNTY OCCUPANCY TAX

Hamilton County Trustee Report

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	512,119.33	512,119.33	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	10,224.91	10,224.91	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>(0.00)</u>	<u>522,344.24</u>	<u>522,344.24</u>	<u>(0.00)</u>

Key: 0001150 DEPARTMENT OF EDUCATION

22701	PROPERTY TAX	(0.00)	7,257,934.46	7,257,934.46	0.00
22702	OSAP TAX	0.00	1,707.01	1,707.01	0.00
22703	IN LIEU OF TAX	0.00	120,498.92	120,498.92	0.00
22704	PERSONALTY TAX	0.00	621,367.60	621,367.60	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(0.00)	46,538.48	46,538.48	(0.00)
22712	OSAP TAX I&P	0.00	196.40	196.40	0.00
22714	PERSONALTY TAX I&P	0.00	4,793.64	4,793.64	0.00
22721	PROPERTY TAX REFUNDS	(0.00)	34,283.77	34,283.77	0.00
22724	PERSONALTY TAX REFUND	0.00	996.08	996.08	0.00
22731	PROPERTY TAX I&P REUND	0.00	16.59	16.59	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	101.55	101.55	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	160,352.77	160,352.77	0.00
Total		<u>(0.00)</u>	<u>8,248,787.27</u>	<u>8,248,787.27</u>	<u>0.00</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>(0.00)</u>	<u>8,248,787.27</u>	<u>8,248,787.27</u>	<u>0.00</u>
Total Clearing Account Activity - County Funds		<u>(0.00)</u>	<u>8,771,131.51</u>	<u>8,771,131.51</u>	<u>(0.00)</u>

Cash Held for Municipalities

Key: 0001010 CITY OF EAST RIDGE

22701	PROPERTY TAX	(16,161.18)	16,161.18	270,411.65	(270,411.65)
22704	PERSONALTY TAX	(591.61)	591.61	26,473.77	(26,473.77)
22705	IN LIEU OF TAX-EPB	(143,835.00)	143,835.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,159.55)	1,159.55	1,944.04	(1,944.04)
22714	PERSONALTY TAX I&P	(60.62)	60.62	1,226.12	(1,226.12)
22721	PROPERTY TAX REFUNDS	1,535.95	484.43	1,535.95	484.43

Hamilton County Trustee Report

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(25,942.52)	25,942.52	24,797.15	(24,797.15)
22755	SANITATION	(6,600.78)	6,600.78	100,157.16	(100,157.16)
22756	SANITATION I & P	(439.62)	439.62	630.55	(630.55)
22799	COMM DUE ON TAX COLLECTED	3,464.86	6,239.39	3,464.87	6,239.38
Total Cash Held for Municipalities		<u>(189,790.07)</u>	<u>201,514.70</u>	<u>430,641.26</u>	<u>(418,916.63)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(189,790.07)</u>	<u>201,514.70</u>	<u>430,641.26</u>	<u>(418,916.63)</u>

Key: 0001020 RED BANK MUNICIPAL

22701	PROPERTY TAX	(13,313.86)	13,313.86	129,948.81	(129,948.81)
22704	PERSONALTY TAX	(59.63)	59.63	6,053.07	(6,053.07)
22705	IN LIEU OF TAX-EPB	(97,100.00)	97,100.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,093.40)	1,093.40	1,070.15	(1,070.15)
22714	PERSONALTY TAX I&P	(6.30)	6.30	61.46	(61.46)
22721	PROPERTY TAX REFUNDS	504.50	0.00	504.50	0.00
22731	PROPERTY TAX I&P REUND	23.73	0.00	23.73	0.00
22741	STORMWATER FEES	(1,620.00)	1,620.00	13,032.00	(13,032.00)
22742	STORMWATER FEES I&P	(135.54)	135.54	46.44	(46.44)
22755	SANITATION	(3,631.62)	3,631.62	55,499.85	(55,499.85)
22756	SANITATION I & P	(297.42)	297.42	399.06	(399.06)
22799	COMM DUE ON TAX COLLECTED	2,238.45	2,873.45	2,238.46	2,873.44
Total		<u>(114,491.09)</u>	<u>120,131.22</u>	<u>208,877.53</u>	<u>(203,237.40)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(114,491.09)</u>	<u>120,131.22</u>	<u>208,877.53</u>	<u>(203,237.40)</u>

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(16,889.83)	16,889.83	163,145.66	(163,145.66)
22704	PERSONALTY TAX	(637.01)	637.01	8,047.71	(8,047.71)
22705	IN LIEU OF TAX-EPB	(157,214.00)	157,214.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,378.24)	1,378.24	1,859.61	(1,859.61)

Hamilton County Trustee Report

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(25,942.52)	25,942.52	24,797.15	(24,797.15)
22755	SANITATION	(6,600.78)	6,600.78	100,157.16	(100,157.16)
22756	SANITATION I & P	(439.62)	439.62	630.55	(630.55)
22799	COMM DUE ON TAX COLLECTED	3,464.86	6,239.39	3,464.87	6,239.38
Total Cash Held for Municipalities		<u>(189,790.07)</u>	<u>201,514.70</u>	<u>430,641.26</u>	<u>(418,916.63)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(189,790.07)</u>	<u>201,514.70</u>	<u>430,641.26</u>	<u>(418,916.63)</u>

Key: 0001020 RED BANK MUNICIPAL

22701	PROPERTY TAX	(13,313.86)	13,313.86	129,948.81	(129,948.81)
22704	PERSONALTY TAX	(59.63)	59.63	6,053.07	(6,053.07)
22705	IN LIEU OF TAX-EPB	(97,100.00)	97,100.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,093.40)	1,093.40	1,070.15	(1,070.15)
22714	PERSONALTY TAX I&P	(6.30)	6.30	61.46	(61.46)
22721	PROPERTY TAX REFUNDS	504.50	0.00	504.50	0.00
22731	PROPERTY TAX I&P REUND	23.73	0.00	23.73	0.00
22741	STORMWATER FEES	(1,620.00)	1,620.00	13,032.00	(13,032.00)
22742	STORMWATER FEES I&P	(135.54)	135.54	46.44	(46.44)
22755	SANITATION	(3,631.62)	3,631.62	55,499.85	(55,499.85)
22756	SANITATION I & P	(297.42)	297.42	399.06	(399.06)
22799	COMM DUE ON TAX COLLECTED	2,238.45	2,873.45	2,238.46	2,873.44
Total		<u>(114,491.09)</u>	<u>120,131.22</u>	<u>208,877.53</u>	<u>(203,237.40)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(114,491.09)</u>	<u>120,131.22</u>	<u>208,877.53</u>	<u>(203,237.40)</u>

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(16,889.83)	16,889.83	163,145.66	(163,145.66)
22704	PERSONALTY TAX	(637.01)	637.01	8,047.71	(8,047.71)
22705	IN LIEU OF TAX-EPB	(157,214.00)	157,214.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,378.24)	1,378.24	1,859.61	(1,859.61)

Hamilton County Trustee Report

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22714	PERSONALTY TAX I&P	(66.85)	66.85	3.77	(3.77)
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.72	0.00	0.72
22799	COMM DUE ON TAX COLLECTED	3,523.74	3,461.12	3,523.72	3,461.14
Total		<u>(172,662.19)</u>	<u>179,647.77</u>	<u>176,580.47</u>	<u>(169,594.89)</u>
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		<u>(172,662.19)</u>	<u>179,647.77</u>	<u>176,580.47</u>	<u>(169,594.89)</u>
 Key: 0001040 COLLEGEDALE MUNICIPAL					
22701	PROPERTY TAX	(5,189.95)	5,189.95	158,707.69	(158,707.69)
22704	PERSONALTY TAX	0.00	0.00	7,288.13	(7,288.13)
22705	IN LIEU OF TAX-EPB	(152,905.00)	152,905.00	0.00	0.00
22711	PROPERTY TAX I&P	(168.63)	168.63	681.63	(681.63)
22714	PERSONALTY TAX I&P	0.00	0.00	0.96	(0.96)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(189.59)	189.59	28.32	(28.32)
22799	COMM DUE ON TAX COLLECTED	3,167.17	3,333.85	3,167.17	3,333.85
Total		<u>(155,286.00)</u>	<u>161,787.02</u>	<u>169,873.90</u>	<u>(163,372.88)</u>
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		<u>(155,286.00)</u>	<u>161,787.02</u>	<u>169,873.90</u>	<u>(163,372.88)</u>
 Key: 0001050 RIDGESIDE MUNICIPAL					
22701	PROPERTY TAX	(2,775.24)	2,775.24	14,548.10	(14,548.10)
22704	PERSONALTY TAX	0.00	0.00	12.06	(12.06)
22705	IN LIEU OF TAX-EPB	(2,865.00)	2,865.00	0.00	0.00
22711	PROPERTY TAX I&P	(100.73)	100.73	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	114.83	291.20	114.82	291.21
Total		<u>(5,626.14)</u>	<u>6,032.17</u>	<u>14,674.98</u>	<u>(14,268.95)</u>

**Hamilton County
Trustee Report**

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		<u>(5,626.14)</u>	<u>6,032.17</u>	<u>14,674.98</u>	<u>(14,268.95)</u>
 Key: 0001060 LAKESITE					
22701	PROPERTY TAX	(351.14)	351.14	6,698.27	(6,698.27)
22704	PERSONALTY TAX	0.00	0.00	102.38	(102.38)
22705	IN LIEU OF TAX-EPB	(2,313.00)	2,313.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	8.44	(8.44)
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	53.28	136.18	53.28	136.18
Total		<u>(2,610.86)</u>	<u>2,800.32</u>	<u>6,862.37</u>	<u>(6,672.91)</u>
Total for Org Key: 0001060 LAKESITE		<u>(2,610.86)</u>	<u>2,800.32</u>	<u>6,862.37</u>	<u>(6,672.91)</u>
 Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(2,504.39)	2,504.39	24,049.08	(24,049.08)
22704	PERSONALTY TAX	0.00	0.00	224.94	(224.94)
22705	IN LIEU OF TAX-EPB	(7,527.00)	7,527.00	0.00	0.00
22711	PROPERTY TAX I&P	(200.76)	200.76	50.21	(50.21)
22721	PROPERTY TAX REFUNDS	194.39	0.00	194.39	0.00
22731	PROPERTY TAX I&P REUND	14.60	0.00	14.60	0.00
22799	COMM DUE ON TAX COLLECTED	200.46	486.48	200.46	486.48
Total		<u>(9,822.70)</u>	<u>10,718.63</u>	<u>24,733.68</u>	<u>(23,837.75)</u>
Total for Org Key: 0001070 WALDEN MUNICIPAL		<u>(9,822.70)</u>	<u>10,718.63</u>	<u>24,733.68</u>	<u>(23,837.75)</u>
 Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(512,287.24)	512,961.91	456,365.63	(455,690.96)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
Total Key: 0001080 CITY OF CHATTANOOGA		<u>(512,287.24)</u>	<u>512,961.91</u>	<u>456,365.63</u>	<u>(455,690.96)</u>

**Hamilton County
Trustee Report**

For the Date Range: 10/01/2014 to 10/31/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total for Org Key: 0001080	CITY OF CHATTANOOGA	(512,287.24)	512,961.91	456,365.63	(455,690.96)
	TOTAL CASH HELD FOR MUNICIPALITIES	(1,162,576.29)	1,717,937.98	2,010,954.06	(1,455,592.37)
	TOTAL LIABILITIES AND EQUITY	(23,334,854.00)	200,318,765.45	199,258,822.87	(22,274,911.42)
	Total for Report:	0.00	419,330,132.66	419,330,132.66	(0.00)

RECEIVED
Date 11-10-14
By D. Bollins
W.F. (Bill) Knowles
County Clerk



Hamilton County Board of Commissioners

RESOLUTION

No. 1214-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATH OF DEPUTY SHERIFF.

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 person named on the attached listing labeled **OATH OF DEPUTY SHERIFF** has taken the oath of office; and

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

1. That the persons named on the listing labeled **HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the person named on the listing labeled **OATH OF DEPUTY SHERIFF** is accepted and the oath therefor is approved as taken; and
3. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

December 3, 2014

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
DECEMBER 3, 2014**

NAME	RESIDENCE	BUSINESS
Doug Anderson	440 Kingsridge Drive Hixson, TN 37343 423-314-7070	Transport Enterprise Leasing, LLC 400 Birmingham Hwy. Chattanooga, TN 37419 423-463-3381
Debbie Baker	1140 Lynch Circle, N.W. Cleveland, TN 37312 423-715-2276	McKee Foods Corporation 10260 McKee Rd. Collegedale, TN 37315 423-238-7111
Ayrika Banks	3535 Mtn. Creek Rd., Apt. 204 Chattanooga, TN 37415 423-877-2021	Regions Bank 5570 Hwy. 153 Hixson, TN 37343 423-321-6331
Nilca O. Billow	6415 Brian Lane Hixson, TN 37343 423-762-9435	H.C.D.E. 3074 Hickory Valley Road Chattanooga, TN 37421 423-209-8518
Melody Bingham	3212 Ooltewah Ringgold Rd. Ooltewah, TN 37363 423-710-0246	Community Choice Financial 7401 E. Brainerd Rd., Ste. 110 Chattanooga, TN 37421 423-933-3750
Lindsey Bosley	4109 Tacoma Ave. Chattanooga, TN 37415 423-667-5132	CapitalMark Bank & Trust 801 Broad St. Chattanooga, TN 37402 423-386-2296
Patricia Campbell	P.O. Box 82 Flintstone, GA 30725 423-902-6100	T.T. Wilson Company 1255 Central Avenue Chattanooga, TN 37408 423-266-7165
Lynda G. Daugherty	69 Hickory Hill Lane Ringgold, GA 30736 706-965-3980	Acme Industrial Piping, Inc. 4301 Rossville Blvd. Chattanooga, TN 37407 423-867-1001
Kaci D. Flavin	808 Mississippi Avenue Chattanooga, TN 37405 423-637-0577	Regions Bank 1965 Northpoint Blvd. Hixson, TN 37343 423-634-4060
Betsy M. Fulbright	3612 Lake Vista Drive Chattanooga, TN 37416 423-309-8057	Morgan Construction Co., Inc. 690 Manufacturers Rd. Chattanooga, TN 37405 423-266-6218

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
DECEMBER 3, 2014**

NAME	RESIDENCE	BUSINESS
Kimberly S. Graves	4594 Tarpon Trail Chattanooga, TN 37416 423-296-0436	E.M.J. Corporation 2034 Hamilton Pl. Blvd., Ste. 400 Chattanooga, TN 37421 423-490-3285
Ellenor Grider	7319 Noah Reid Raod Chattanooga, TN 37421 423-227-2058	Car-Mart of Hixson 4517 Hixson Pike Hixson, TN 37343 423-954-0147
Sarah Hardegree	2130 Mae Dell Road Chattanooga, TN 37421 423-313-4543	Warren & Griffin, P.C. 736 Georgia Ave., Ste. 600 Chattanooga, TN 37402 423-265-4878
Pamela G. Harris	1056 Hickory Avenue Hixson, TN 37343 423-240-2171	Chambliss, Bahner & Stophel, P.C. 605 Chestnut St., Ste. 1700 Chattanooga, TN 37450 423-756-3000
Johanna L. Hartley	13127 Bellacoola Road Soddy Daisy, TN 37379 423-332-8323	Tower Services, Inc. 1012 Hickory Avenue Hixson, TN 37343 423-843-2363
Yolanda Herkley	4505 Terra Vista Dr., #A Chattanooga, TN 37416 423-400-2746	BenchMark Rehab Partners 8823 Production Lane Ooltewah, TN 37363 423-238-7217
Joyce B. Hixson	272 Channel Pointe Dayton, TN 37321 423-775-6966	F.S.G. Bank, N.A. 531 Broad Street Chattanooga, TN 37402 423-308-2049
Marcus J. Holt	1330 Phils Drive Chattanooga, TN 37421 901-568-6675	First Tennessee Bank 2221 Hamilton Place Blvd. Chattanooga, TN 37421 423-954-2540
Cheryl L. Hutto	5825 Paradise Cay Lane Harrison, TN 37341 423-344-7457	Life Care Centers of America, Inc. 3001 Keith Street, N.W. Cleveland, TN 37312 423-473-5638
Christine Johnson	315 Valleybrook Road Hixson, TN 37343 423-847-8994	Unum 1 Fountain Square Chattanooga, TN 37402 423-294-2632

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
DECEMBER 3, 2014**

NAME	RESIDENCE	BUSINESS
Christopher A. Jones	6418 Paw Paw Trail Ooltewah, TN 37363 423-443-5587	U.S. Xpress, Inc. 4080 Jenkins Road Chattanooga, TN 37421 423-510-3738
Rebecca J. Kean	316 Yorkshire Lane Chattanooga, TN 37415 423-504-4787	Hudson Construction Co. 1615 Sholar Ave. Chattanooga, TN 37406 423-624-2631
T. Anne Koplan	8504 Georgetown Trace Ln. Chattanooga, TN 37421 423-580-9181	Koplan and Associates, LLC 6057 East Brainerd Road Chattanooga, TN 37421 423-892-4693
Michele A. LePage	294 Linda Lane Rossville, GA 30741 423-664-3450	Check Into Cash 4620 Hwy 58, Ste. 100 Chattanooga, TN 37416 423-893-8866
Cynthia E. Long	3627 Saluda Street Chattanooga, TN 37406 423-624-5673	Chattanooga State Com. College 4501 Amnicola Hwy. Chattanooga, TN 37406 423-493-8740
Tina Long	429 Dixie Lane Chattanooga, TN 37405 423-658-6642	E.P.B. 10 W. M.L.K. Blvd. Chattanooga, TN 37405 423-648-1315
Morgan Lord	1200 Crown St., N.W., Apt. A Cleveland, TN 37312 423-650-8631	Weems & Ronan 744 McCallie Ave., Ste. 520 Chattanooga, TN 37403 423-624-1000
Lisa L. McDaniel	2565 Jensen Ave., S.E., Apt. B Cleveland, TN 37323 423-771-5423	Franklin, Cooper & Marcus, PLLC 837 Fort Wood Street Chattanooga, TN 37403 423-756-3596
Julie A. McGehee	8274 Oak Drive Chattanooga, TN 37421 423-987-0165	W. Thomas Bible, Jr., Attorney 6918 Shallowford Rd., Ste. 100 Chattanooga, TN 37421 423-424-3116
Patricia G. Miles	5801 Clark Road Harrison, TN 37341 423-344-9813	Retired N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
DECEMBER 3, 2014**

NAME	RESIDENCE	BUSINESS
Belinda D. Moore	1800 Ivy Street Chattanooga, TN 37404 423-629-4598	Moore Reporting Services 1800 Ivy Street Chattanooga, TN 37404 423-629-4598
Linda J. Norwood	5106 Wilson Avenue Signal Mtn., TN 37377 423-886-7612	Self-Employed P.O. Box 11572 Chattanooga, TN 37401 423-304-1727
Kathy Petty	8216 Igou Gap Road Chattanooga, TN 37421 423-432-1375	Eastwood Church 4300 Ooltewah-Ringgold Road Ooltewah, TN 37363 423-396-2177
Deborah A. Poole	13818 Stormer Road Soddy Daisy, TN 37379 423-332-4131	Home Serve U.S.A. 1232 Premier Dr., Ste. 100 Chattanooga, TN 37421 423-499-7801
Marilyn Ramey	4099 Platinum Way Ooltewah, TN 37363 423-413-3311	Hudson Companies, Inc. 5959 Shallowford Rd., Ste. 433 Chattanooga, TN 37421 423-698-8660
LaTricia Schobert	4106 S. Terrace East Ridge, TN 37412 423-698-6645	Partnership for Families, Child. & Adults 2245 Olan Mills Drive Chattanooga, TN 37421 423-490-5620
Dinah Hope Strickland	12486 Ooltewah Georgetown Rd. Georgetown, TN 37336 423-284-5894	Hamilton Co. Juvenile Ct. Clerk 1600 E. 3rd Street Chattanooga, TN 37404 423-209-5262
Shauna D. Tanner	89 Hillsboro Road Rossville, GA 30741 423-362-0400	F.S.G. Bank, N.A. 531 Broad Street Chattanooga, TN 37402 423-308-2064
Tiffany Taylor	7643 Monger Lane Ooltewah, TN 37363 423-883-1680	N/A N/A N/A N/A
Brooke E. Weaver	841 Belvoir Crest Drive East Ridge, TN 37412 423-362-0498	Hamilton County Clerk 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6511

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
DECEMBER 3, 2014**

NAME

RESIDENCE

BUSINESS

Paula M. Wilson

4642 Freewill Rd., N.W.
Cleveland, TN 37312
423-310-1289

Mueller Co., LLC
633 Chestnut St., Ste. 1200
Chattanooga, TN 37450
423-209-4819

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY SHERIFF
DECEMBER 3, 2014**

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

<u>NAME</u>	<u>DATE OF OATH</u>
James R. Williams	Nov. 13, 2014

STATE OF TENNESSEE }
Hamilton County } ss.

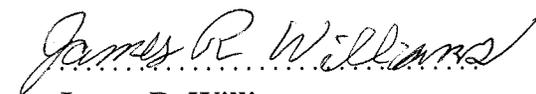
I, **James R. Williams**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James 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
13th day of NOV, 2014.

W.F. Knowles

By Leanne Roper


James R. Williams



Hamilton County Board of Commissioners RESOLUTION

No. 1214-2

A RESOLUTION APPROVING THE CONTINUED ENGAGING OF WILL DENAMI AS LOBBYIST FOR HAMILTON COUNTY BEFORE THE TENNESSEE GENERAL ASSEMBLY.

WHEREAS, by Resolution No. 113-15 this county legislative body approved the recommendation of the County Mayor to engage Will Denami as lobbyist for Hamilton County to look after the interests of Hamilton County and its citizens before the Tennessee General Assembly in 2013 and 2014; and,

WHEREAS, said Will Denami did an excellent job of keeping the various elected officials of Hamilton County abreast of the various pieces of legislative changes that were proposed before said General Assembly during the 2013 and 2014 Legislative Sessions, as well as promote those matters which Hamilton County officials had requested consideration by the General Assembly; and,

WHEREAS, upon recommendation of the County Mayor it is this county legislative body's opinion that the continued engagement of Will Denami as lobbyist before the Tennessee General Assembly in 2015 is in the best interests of the citizens of Hamilton County.

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

That Will Denami be and hereby is, engaged by Hamilton County, Tennessee as a lobbyist before the Tennessee General Assembly during the calendar year 2015, and continue to receive payment of Twenty Thousand Dollars (\$20,000.00) for said services, travel and entertainment expenses is hereby approved.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

December 3, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 1214-3

A RESOLUTION RATIFYING THE PURCHASE OF A SCULPTURE FROM ARTIST ANDREW LIGHT AMOUNTING TO \$11,670.00 FROM COMMISSION DISCRETIONARY FUNDS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a sculpture was purchased and placed on property in the Brainerd Hills Neighborhood at Bass Road and Old Birds Mill Road; and,

WHEREAS, the sculpture is on property owned by the City of Chattanooga and will be owned and maintained by the city as part of their permanent public art collection; and,

WHEREAS, the cost associated with this project will be paid from bond proceeds allocated to Commissioner Boyd for "public works projects" as defined in TCA Section 9-21-105(21).

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

That the purchase of a sculpture from artist Andrew Light amounting to \$11,670.00 is hereby ratified 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

December 3, 2014

Date

ANDREW LIGHT-SCULPTOR

850-212-0565
allghtsculpture@yahoo.com
325 Race St
Lexington, KY
40508

November 12, 2014

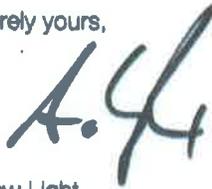
Hamilton County Government
117 East 7th Street
Chattanooga, TN 37402
attn: Gall Roppo

For: Sculpture Purchase "Fiercely Over I" for the Brainerd Hills Neighborhood
Invoice Number: 362014
Terms: Due upon receipt

Description	Quantity	Unit Price	Cost
Sculpture	1	\$ 11,670	\$ 11,670
		Subtotal	\$ 11,670
		Total	\$ 11,670

Thank you for your business

Sincerely yours,



Andrew Light

nerd rd and bass rd

map more
Privacy



6117 Tennessee 320, Chattanooga, Tennessee, United States
Address is approximate





Hamilton County Board of Commissioners RESOLUTION

No. 1214-4

A RESOLUTION ACCEPTING THE BID OF GENTRY & PAINTER, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING DECEMBER 3, 2014, THROUGH DECEMBER 2, 2015, FOR TWO (2) MASONS AND ONE (1) LABORER AMOUNTING TO \$98.00 PER HOUR FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for two (2) masons and one (1) laborer for the Maintenance Department; and,

WHEREAS, the bid from Gentry & Painter, Inc. amounting to \$98.00 per hour was considered to be the lowest and best bid received; and,

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

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

That the bid of Gentry & Painter, Inc. for one (1) year contract pricing, beginning December 3, 2014, through December 2, 2015, for two (2) masons and one (1) laborer amounting to \$98.00 per hour for the Maintenance Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

December 3, 2014

Date

Bid#1114-071 Masons & Laborer
Hamilton County, TN

SPECIFICATIONS
FOR
LICENSED MASONRY CONTRACTORS

Hamilton County, Tennessee is soliciting bids for two (2) masons and one (1) laborer for the Maintenance Department. The purpose of this bid is to establish a contract price, on an all-inclusive, combined hourly rate for two (2) masons and one (1) laborer that will be good for a one (1) year period from time bid is awarded.

Bid Submission Requirements

The bidder must complete and delivery an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on November 18, 2014 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# 1114-071: Masons & Laborer". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Important delivery/ mailing instructions.

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid # 1114-071: (1)year contract pricing for Masons and Laborer	Bid # 1114-071: (1)year contract pricing for Masons and Laborer
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Award of Bid:

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

Note: Any vendor(s) awarded this business from this bid will be required to sign a contract with Hamilton County Government after approval by the Hamilton County Commission. A

Bid#1114-071 Masons & Laborer
Hamilton County, TN

copy of our Pro-forma Contract is available upon request. Upon award of the contract, it is the responsibility of the bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.

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

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

SELECTED VENDOR MUST MEET HAMILTON COUNTY MINIMUM LIMITS OF INSURANCE

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with

Bid#1114-071 Masons & Laborer
Hamilton County, TN

Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Specifications for job

1. Must provide two master masons employees capable of laying out all work and constructing the job in a neat, clean and safe manner.
2. Must provide a mason assistant (laborer) employee capable of keeping two masons supplied as needed.
3. Masons and laborer will furnish all tools needed for the trade – including but not limited to trowels – jointers – joint rakes – brick hammers – rulers – levels- chisels – lines holders – brushes – brick tongs – mortar mixers – masonry saws – mortarboards – wheel barrows – etc.
4. Contractor must furnish (**OSHA approved**) scaffolding and walk boards.
5. Masons need to be able to do quality block work, brick work and sometimes stone work.
6. Masonry contractor must be able to transport their equipment to the job site.
7. Masonry contractor is responsible for **OSHA** safety standards compliance for their employees.
8. Masonry contractor must be able to respond to the job within 48 hours and keep workers on the job until completed.
9. Contractor must furnish Hamilton County with Insurance Riders for the Minimum Limits of Insurance.
10. Minimum of three (3) job references should accompany bid.
11. Hourly bid price includes masons and laborer working on job site. It also includes all overhead, profit, supervision and any other charges. It does not include travel or lunch time. The number of employees and work times will be **pre-determined** by the County Maintenance Department and the Contractor.
12. The successful bidder(s) for this contract will be required to provide any information necessary to ensure effective compliance with provisions of Public Chapter 918 of the 2000 laws of the Tennessee General Assembly, which require a drug-free workplace. The Drug Free Workplace Affidavit is attached, please return with your bid documents.

Bid#1114-071 Masons & Laborer
Hamilton County, TN

Contacts

Questions concerning bid specifications should be directed to Mr. Worth Lillard, Hamilton County Maintenance Department, at (423) 209-7700.

Questions concerning bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, at (423) 209-6353.

Pricing

Total Hourly Rate:\$_____.

Bid#1114-071 Masons & Laborer
Hamilton County, TN

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 1114-071 - Log
Masons & Laborer

11/07/2014 8:35 AM Eastern

Bids Due Date/Time: 11/08/2014 10:30:00 AM Eastern

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

Bids Due: 11/08/2014 10:30:00 AM Eastern

Message Summary	Message Detail	Document Detail					
<p>Message Summary export print </p>		<p>Records Per Page <input type="text" value="10"/></p>					
<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>
11/07/2014 8:35:23AM	Eastern	Linda Chumbler	1114-071 - Masons & Laborer	Invitation	Please click on the above solicitation number to access bid documents.	370	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 [E-Bid Systems, Inc.](#) All rights reserved.

Please run the attached ad on November 7, 2014, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract pricing for two (2) masons and one (1) laborer will be opened at 10:30 AM (ET) on November 18, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(2) Masons & (1) Laborer
November 18, 2014

Maintenance Dept.
10:30 A.M.

Vendors:	Gentry & Painter, Inc. (HC)	Jenkins Masonry Inc. (HC)	Masonry Specialist Corporation	Adams Masonry Inc. (HC)
Hourly Rate:	\$98.00	\$99.50	\$99.90	\$117.85

Request For Bids:	
Newspaper Ad:	11/7/2014
Vendor Notification:	370
Vendor Response:	4
Budgeted:	Various



Hamilton County Board of Commissioners RESOLUTION

No. 1214-5

A RESOLUTION APPROVING AN UPGRADE TO THE FINANCIAL/HUMAN RESOURCES SOFTWARE SYSTEM (IFAS) FOR HAMILTON COUNTY GENERAL GOVERNMENT IN AN AMOUNT NOT TO EXCEED \$258,650.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the current financial/human resources software system (IFAS) from SunGard Public Sector (doing business as SunGard Bi-Tech, Inc.) was approved on Resolution 604-33 in response to public advertisement for a financial/human resources software system; and,

WHEREAS, an upgrade is required in order for this system to remain functional; and,

WHEREAS, it is estimated this upgrade will take approximately 18 months to complete; and,

WHEREAS, the proposal from SunGard estimates the cost for this upgrade to be \$133,650.00; and,

WHEREAS, additional computer consulting is required to assist in the planning, system analysis, program development, personnel training, documentation, and testing not to exceed \$100,000.00 in professional services fees; and

WHEREAS, additional services and/or training may be required to implement this initiative and are not to exceed \$25,000.00; and,

WHEREAS, there are sufficient allocated funds available to the requisitioning department from bond proceeds.

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

That the upgrade of the financial/human resources software system (IFAS) for Hamilton County General Government in an amount not to exceed \$258,650.00 is hereby approved 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

December 3, 2014

Date

Hamilton County Board of Commissioners

RESOLUTION

No. 604- 33

A RESOLUTION ACCEPTING THE PROPOSAL OF SUNGARD BI-TECH, INC FOR A FINANCIAL/HUMAN RESOURCES SOFTWARE SYSTEM FOR HAMILTON COUNTY GENERAL GOVERNMENT AND THE DEPARTMENT OF EDUCATION FOR THE AMOUNT OF \$2,200,000.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for a financial/human resources software system for Hamilton County General Government and the Department of Education; and,

WHEREAS, the proposal from SunGard Bi-Tech, Inc. was considered to be the lowest and best proposal received; and,

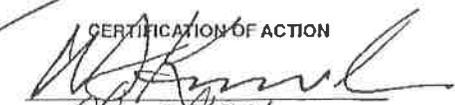
WHEREAS, there are sufficient funds available to the requisitioning department.

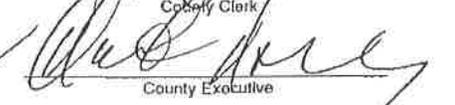
NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the proposal from SunGard Bi-Tech, Inc. for a financial/human resources software system for Hamilton County General Government and Department of Education for the amount of \$2,200,000.00 is hereby accepted 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.

Approved: CERTIFICATION OF ACTION

Rejected: 
County Clerk

Approved: 
County Executive

Vetoed: June 16, 2004
Date

MB 285 PS12



Quote Prepared By: Denise Pratt 1000 Business Center Drive Lake Mary, FL 32746 Phone: (800) 727-8088 Fax: (407) 304-3301 Email: denise.pratt@sungardps.com	Quote Prepared For: Henry Willis Hamilton County, TN 123 E. 7th Street Chattanooga, TN 37402 (423) 209-6250
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Quote Q-00009580	Date 11/04/2014	Valid Until 12/29/2014
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License Fees

Third Party Product Code	Product Name	Quantity	Ext Price	Total	Maintenance
BICOREMDS	Cognos BI: Base Bundle Multi-Data Source	1	24,000.00	24,000.00	3,840.00
MKST	MKS SQL to SQL Migration	1	0.00	0.00	0.00
OS-GCOREIF	Global Core-IFAS	1	5,160.00	5,160.00	830.00
Totals:			\$29,160.00	\$29,160.00	\$4,670.00

Professional Services

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services
BPR-OS-FIN-H R	Finance & Human Resources BPR	Base Price: 640.00	0.00	0.00	0.00	22,500.00	0.00	0.00	23,140.00
OS-MIGR-HW- 7.9-SQL	7.9 SQL to SQL Hardware Migration-Current Version Upgrade	Base Price: 12,160.00	27,300.00	9,600.00	0.00	0.00	0.00	8,000.00	57,060.00
PS-TR	Training	Base Price: 0.00	0.00	3,200.00	0.00	0.00	0.00	0.00	3,200.00
PS-WU	Weekend Uplift	Base Price: 0.00	1,750.00	0.00	0.00	0.00	0.00	0.00	1,750.00
SP5	Blended Web Learning Subscription Plan	Base Price: 0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,300.00
Totals:		\$12,800.00	\$29,050.00	\$12,800.00	\$0.00	\$22,500.00	\$0.00	\$8,000.00	\$93,450.00

Third Party Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services
BICOREMDS	Cognos BI: Base Bundle Multi-Data Source	Base Price: 640.00	1,400.00	9,000.00	0.00	0.00	0.00	0.00	11,040.00
Totals:		\$640.00	\$1,400.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,040.00

SunGard Products and Services

Professional Services:	\$93,450.00
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Third Party Products and Services

Third Party License Fees:	\$29,160.00
Third Party Professional Services:	\$11,040.00
Maintenance:	\$4,670.00

Quote Total: \$133,650.00

Product Notes

BICOREMDS: Includes multi-data source for 1 BI Administrator, 1 Anonymous BI Enhanced Consumer, and Framework Manager. IBM Cognos BI Framework Manager is a metadata modeling tool used to map and normalize data sources. SunGard provides standard metadata with the licensing of Cognos BI. Additional professional services for Framework Manager are only necessary if you wish to modify, customize and maintain customer specific versions of the metadata or if the customer wishes to use Cognos BI to report on sources other than SunGard data sources. Cognos BI: Base Bundle Multi-Data Source (BICOREMDS) introductory training includes the following:

Training Title: Delivery-Duration

Intro to Cognos BI: Remote-2 hrs
Cognos Admin: Remote-2hrs
Cognos Admin Adv: Remote-2 hrs
Cognos BI Overview: Onsite-32 hrs
Admin/Instructor Prep: Onsite/Remote-2 hrs

Installation, project management, and training are performed by SunGard Public Sector.

SP5: Covers: Allows access to any of the live group web classes offered for the annual period of coverage. T&D offers over 500 live group web classes per year. Live group web classes are listed on the T&D web site (<http://custtrain.sungardps.com>). This plan allows access to any of the fee-based on demand (recorded classes and extended learning classes) classes for the annual period of coverage. Currently the T&D web site has over 1,200 on demand classes.

Does Not Cover: One-on-One training or implementation classes for new applications.

Comments:

Installation and Initial Data Migration-40
Post Installation Tech Assistance-8
SA/DBA Training/Install-24
Update Load Assistance-12
Mock Data Roll-24
Final Data Roll and Go Live-24
Test Account Creation-24
*Installation Total-156 hrs

Project Management-76 hrs
Training-60 hrs
Training-20 hrs for Project allocation
Custom Dev (Workflow/Report Dev Assistance)-40 hrs.

Payment Terms:

License, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Hamilton County, TN

Authorized Signature: _____ **Date:** _____ **Printed Name:** _____

AGREEMENT FOR SOFTWARE CONSULTANT SERVICES

BETWEEN HAMILTON COUNTY, TENNESSEE AND WILLIAM WILSON

THIS AGREEMENT, MADE AND ENTERED into this _____ day of _____, 2014, by and between HAMILTON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter referred to as the "County") and William Wilson (hereinafter referred to as the "Consultant") for the purpose of providing Software Consulting/Project Management services.

The parties hereto acknowledge that they understand the terms and conditions set forth herein, and that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE I - SCOPE OF WORK

The professional services to be performed by the Consultant under this Agreement shall be as a Software Consultant on behalf of Hamilton County, Tennessee for the implementation of the SunGard OneSolution software upgrade. These services include working directly with Hamilton County and /or SunGard staff to implement the OneSolution System to its fully functioning capabilities, including but not limited to, system analysis, program development, personnel training, documentation writing, general business consulting, troubleshooting, analyzing workflows, sustaining the interoperability with current third party vendor software, (e.g. Ambulance Billing, Debt Collection, SunTrust), evaluating the SunGard implementation plan, assisting with developing a Project Management plan to include milestones for each area of implementation, and analyzing costs vs. benefit of OneSolution modules not currently in use by Hamilton County. The Consultant's activity, relative to this agreement and applicable specifically to the SunGard OneSolution software upgrade, includes advising for software related issues on behalf of Hamilton County. All final decisions relative to this project will be made by Hamilton County.

The Consultant's role consist of advising and assisting Hamilton County's Project Manager with planning, evaluating, testing all components of the OneSolution upgrade and developing and testing reports and interfaces required for these applications.

ARTICLE II – PERIOD OF PERFORMANCE

The period of performance for this Agreement shall begin January XX, 2015 and continue for a eighteen (18) month period or until project completion. The County has the option to renew the Agreement annually for one consecutive one-year period as deemed in the best interest of the County. The Consultant is expected to be available during regular Hamilton County business hours, Monday thru Friday, 8 a.m. – 4 p.m. ET. The Consultant must give a 30 day notice to the County if Consultant will be unavailable for more than a consecutive five (5) day period of time during the term of this agreement.

ARTICLE II - RELATIONSHIPS

In the performance of the services described herein, the Consultant shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer between Hamilton County, Tennessee and the Consultant.

The Consultant will report to and coordinate duties with Brian Turner, Director of Information Technology Services and/or key personnel assigned by Brian Turner.

In carrying out the services to be provided pursuant to this Agreement, the Consultant will also work with County employees, and any other agency, organization or individual deemed by the County to be necessary to complete the services described in the Scope of Work.

All notice requests and authorizations provided for herein shall be in writing and shall be delivered or mailed, addressed as follows:

To The County: Hamilton County Information Technology Services
 Brian Turner, Director
 115 E. 7th Street
 Chattanooga, TN 37402

To The Consultant: William Wilson
 1159 Waterford Dr
 Waxahachie, TX 75167

ARTICLE IV - PERSONAL SERVICES; ASSIGNMENT

The work and services provided for herein shall be performed by the Consultant, and no other person shall be engaged upon such work or services by the Consultant, provided, however, that this provision shall not apply to secretarial, clerical, and similar incidental services needed to assist the Consultant in performance of this Agreement. Consultant shall not assign or subcontract the whole or any part of this Agreement. The Consultant shall not hire Hamilton County employees to perform any portion of the work or services provided for herein. Neither this Agreement nor any interest or claims hereunder shall be assigned or transferred by the Consultant to any party or parties.

ARTICLE V – OWNERSHIP, RIGHTS IN DATA and WORKS

All reports, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the County and shall be confidential. The Consultant shall not disclose such information and procedures without the written approval of the County. Relative to this Agreement, the Consultant agrees that the County is the owner of all right, title and interest in all computer programs, including any source code, object code, enhancements and modifications, all files, including input and output materials, all documentation related to such computer programs and files, all media upon which

any such computer programs, files and documentation are located (including tapes, disks and other storage media) and all related material that are used by, developed for, or paid for by the County in connection with the performance of any Services provided by Consultant, before or after the date set forth above.

ARTICLE VI - RELEASE OF INFORMATION

The Consultant shall not, without the written approval of the County disclose to others, publish, or authorize anyone to publish any technical or confidential information acquired in the course of doing work or rendering services under this Agreement.

ARTICLE VII - BASIS OF PAYMENT

The Consultant shall receive as full compensation for all work and services performed pursuant to this Agreement payment in accordance with the Scope of Work for the total not to exceed amount of \$100,000. Hourly rates for the original term of the agreement and any renewal term thereafter shall be in accordance with the rates set forth in Attachment "A". All taxes applicable to the proceeds received by the Consultant hereunder shall be the liability of the Consultant, the County shall not hold nor pay amounts for Federal, State or Municipal income tax, Social Security, employment or Worker's Compensation.

Compensation fees due to the Consultant hereunder shall be paid once per month pursuant to the Consultant submitting an invoice for services listing the days and hours during which work and services have been performed pursuant to this Agreement. The payment shall be made within fifteen (15) days of a properly submitted invoice.

The County may withhold final payment hereunder until the requirements set forth in the Scope of Services have been fulfilled and until the County is satisfied that the Consultant has complied with the obligations specified in this Agreement.

Reimbursable expenses as outlined in Article XI below and Attachment "A" shall be paid once per month pursuant to the Consultant submitting a reimbursement request to the County. The payment shall be made within fifteen (15) days of a properly submitted reimbursement request to the County.

ARTICLE VIII - TERMINATION

The County and the Consultant shall have the right to terminate this Agreement upon giving written notice to the other party:

- i. if the other party violates any provision of this Agreement and the violation is not remedied within thirty (30) days of the party's receipt of written notice of the violation;
- ii. if at any time after the commencement of the Services, the County, in its reasonable judgment, determines that such services provided by Consultant are inadequate, unsatisfactory, or substantially nonconforming to the specifications, descriptions, warranties, or representations contained herein and the problem is not remedied within

thirty (30) days of the party's receipt of written notice describing the problem; or

iii. if in the event the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, or becomes subject to direct control by a trustee or similar authority.

In the event that any of the above events occurs to a party of this agreement, that party shall immediately notify the other party of its occurrence.

Upon expiration or termination of this Agreement, Consultant shall promptly return to the County all computer programs, files, documentation, media, related material and any other material that, pursuant to Article V above, is owned by the County. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding confidential information covered by this agreement.

Upon expiration or termination of this Agreement, Consultant shall promptly return to the County all equipment, in good working order, owned by the County that was supplied to the Consultant to fulfill this Agreement.

ARTICLE IX - INDEMNIFICATION

Pursuant to the terms and conditions of this Agreement, the Consultant agrees to defend, save, hold harmless and indemnify the County, its successors and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise against the County caused by the Consultant's, its employees' or agents' errors, omissions, or intentional or negligent acts in the performance of services pursuant to this Agreement.

ARTICLE X- EXPENSES

The Consultant currently resides in the State of Texas, at various times the Consultant will be required to travel at the request of the County. At these times, the County will reimburse the travel related expenses as set forth in "Attachment B".

The County will provide compensation for cellular telephone service above the normal service the Consultant maintains to insure better communication for the duration of this agreement a set forth in "Attachment B".

ARTICLE XI - MISCELLANEOUS PROVISIONS

1) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.

2) This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. If any

provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

3) This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

4) Compliance with Law: Consultant shall comply with all federal and state Equal Opportunity Laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status or sexual orientation.

Signed this _____ day of _____, 2014.

IN WITNESS WHEREOF:

William Wilson, Consultant

By (Signature): _____

HAMILTON COUNTY, TENNESSEE

By (Signature): _____

**Jim M. Coppinger
County Mayor**

Attachment "A"

Payments

Software Consulting/Project Management Hourly Rate: \$50.00. The hourly rate is the hourly rate regardless of the actual day or time the services are rendered.

Invoices shall be submitted once per month to Brian Turner, Director of Information Technology Services. A properly submitted invoice will be paid within fifteen (15) days of receipt.

Invoices must include the following information:

1. Invoice Number.
2. Consultant Name, Address, Phone Number
3. Billing addressed to Hamilton County ITS
4. Hours of service performed including date and number of hours per day
5. Brief description of work done during each time period.
6. \$45 for cellular voice service.

Expenses

A. Travel expenses:

Any travel relative to this agreement must be at the request of Hamilton County.

Reimbursement for any approved travel will be at the rates defined in Hamilton County's Travel Policies.

B. Other Expenses:

The County will provide compensation for cellular telephone service above the normal service the Consultant maintains to insure better communication for the duration of this agreement as set forth in "Attachment B".

Any other expenses to be considered must be approved in advance and must be beneficiary to the completion of this project. Upon approval an invoice will be required for this reimbursement.



Hamilton County Board of Commissioners RESOLUTION

No. 1214-6

A RESOLUTION TO AMEND ARTICLE IV OF THE DECLARATION OF TRUST OF THE HAMILTON COUNTY BOARD OF COMMISSIONERS INTEGRAL PART TRUST FOR OTHER POST EMPLOYMENT BENEFITS IN ORDER TO COMPLY WITH LEGISLATION THAT AMENDED TENNESSEE CODE ANNOTATED (TCA) SECTION 8-50-1204(A), THE "OTHER POST EMPLOYMENT BENEFIT (OPEB) INVESTMENT TRUST ACT OF 2006".

WHEREAS, the General Assembly approved Chapter 140 of the Public Acts of 2013 in March 2013, which amended TCA Section 8-50-1204(a); and

WHEREAS, this amendment requires the first sentence of Hamilton County's OPEB Trust Agreement under Article IV, section 4.1 to be deleted and replaced with the following language:
"Any trust created under this part shall be irrevocable, and the assets thereof shall be preserved, invested and expended solely pursuant to and for the purposes of this Declaration of Trust and shall not be loaned or otherwise transferred or used for any other purpose."; and

WHEREAS, changes were made to the allowed investments of the Tennessee Consolidated Retirement System as described in TCA Section 8-37-104; and

WHEREAS, due to those allowed investment changes, any language in the Hamilton County OPEB Trust Agreement or Investment Policy referencing TCA Section 8-37-104 or the Tennessee Consolidated Retirement System permitted investments should be changed to the following:
"Investments may be made in any type of security instrument allowed for in TCA 8-50-1203."

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

That the Declaration of Trust of the Hamilton County Board of Commissioners Integral Part Trust For Other Post Employment Benefits be amended to reflect the above referenced amendments to TCA Section 8-50-1204(a) and the related investment policy be amended to reflect the above referenced permitted investments allowed in TCA 8-50-1203.

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

December 3, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 1214-7

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE TIME PERIOD APRIL 1, 2015 – MARCH 31, 2016 IN AN AMOUNT NOT TO EXCEED \$215,000 TO SUPPORT THE MEDICAL CASE MANAGEMENT OF PERSONS INFECTED WITH HIV/AIDS IN HAMILTON COUNTY.

- WHEREAS, There have been approximately 1600 cumulative cases of HIV/AIDS reported in Hamilton County; and
- WHEREAS, Of the cumulative year reported cases through 2013; we currently have approximately 1,616 people living with HIV/AIDS and have noted 604 deaths from HIV/AIDS; and
- WHEREAS, The total number of new HIV cases per year over the past 6 years has ranged between 43 and 66 cases per year; and
- WHEREAS, In 2013, Hamilton County had 43 reported new cases: 84% were male and 16% female; 43% were African Americans and 51% were Caucasian; and
- WHEREAS, The largest age group in 2013 for newly reported HIV cases was in the 25 -34 year age group with 35-44 year olds being the second largest group; and
- WHEREAS, Early and consistent medical care results in longer and more productive lives of those infected.

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

That the County Mayor be authorized to sign the attached contract for the time period April 1, 2015 – March 31, 2016 in an amount not to exceed \$215,000.

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

December 3, 2014

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date April 1, 2015	End Date March 31, 2016	Agency Tracking # 34360-45715	Edison ID		
Grantee Legal Entity Name Chattanooga-Hamilton County Health Department				Edison Vendor ID 4208	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.917			
Service Caption (one line only) HIV/AIDS Center of Excellence Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2015		\$53,750			\$53,750
2016		\$161,250			\$161,250
TOTAL:		\$215,000			\$215,000
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			The Grantee was chosen for its current capacity to perform all needed services, its proximity to the target audience, and its prior experience with HIV/STD Center of Excellence Program services.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00007854		Account Code (optional) 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Human Immunodeficiency Virus (HIV) infection and Acquired Immunodeficiency Syndrome (AIDS) Center of Excellence (COE) program, as further defined in the "SCOPE OF SERVICES."

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. "CAREWare database" means free, scalable software for managing and monitoring HIV clinical and supportive care which quickly produces a completed Ryan White HIV/AIDS Services Report (RSR).
 - b. "Centers of Excellence (COE)" means hubs for a continuum of medical and social support services that are comprehensive integrated across providers, seamless and provide high quality, chronic care services to patients with HIV/AIDS.
 - c. "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.
 - d. "Health Resource and Services Administration (HRSA)" means the primary Federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable.
 - e. "HIV consortia" means the four (4) regional Tennessee Consortiums that are responsible for the planning, development, and delivery of comprehensive HIV related services funded under Part B of the Ryan White HIV/AIDS Program.
 - f. "HIV Drug Assistance Program (HDAP)" means a program that helps eligible HIV-positive individuals get the medications they need. HDAP is for Tennessee residents with limited incomes, who cannot otherwise afford HIV-related medications and has no other payer source.
 - g. "Insurance Assistance Program (IAP)" means a program that helps cover out-of-pocket expenses related to qualifying health insurance coverage (premium, co-pays, and deductibles) for eligible HIV/AIDS clients in Tennessee.
 - h. "Medical Case Management services" means services that help HIV-positive residents meet basic needs and special needs related to HIV status. Mental health, nutrition and home health services are a few examples.
 - i. "Medical Case Manager (MCM)" means those professionals who assist eligible HIV/AIDS clients to ensure that they access care and treatment.

- j. "Papanicolaou (PAP) screening" means a screening test used in gynecology to detect premalignant and malignant (cancerous) processes in the endocervical canal.
 - k. "Ryan White (RW)" means the federal program designed specifically for people with HIV in the United States which provides care and support services to individuals and families affected by the disease, functioning as the "payer of last resort" by filling the gaps for those who have no other source of coverage or face coverage limits.
 - l. "Ryan White Services Report (RSR)" means the annual performance report that documents client demographics, services delivered and expenditures by funded programs.
 - m. "Women, Infants, Children and Youth (WICY)" means the provision of family-centered primary medical care involving outpatient or ambulatory care (directly, through contracts or through memoranda of understanding) for women, infants, children, and youth with HIV/AIDS. Part D funds family-centered primary and specialty medical care as well as support services.
- A.3. Service Goals. To provide HIV-related case management services for those persons seeking such services who do not have sufficient health care coverage or financial resources for coping with HIV disease, using funds as detailed in Attachment 1.
- A.4. Service Recipients. Service recipients are those persons seeking services at the Chattanooga-Hamilton County Health Department who are infected with HIV disease.
- A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to HIV/AIDS treatment, and services as follows:
- a. The Grantee agrees to provide medical case management services, as appropriate for HIV/AIDS patients, consisting of the following functions:
 - (1) Assist eligible HIV positive patients in applying for services such as HDAP and IAP.
 - (2) Assist uninsured patients in applying for TennCare/Medicare and other forms of health insurance.
 - (3) Assist eligible patients in accessing health related services which are not provided by the COE, including, but not limited to, nutritional counseling, dental care, and home health services.
 - (4) Encourage providers of the services listed in A.5.a. (3) above to provide services for HIV positive patients and assist these providers in obtaining reimbursement for such services in accordance with the most current version of the Ryan White Part B Medical Services Fee Schedule developed by the State, on file in the Ryan White office, and distributed to the Grantee. The Ryan White Part B program staff updates the Ryan White Part B Medical Services Fee Schedule annually, or more frequently if needed and updates are distributed to the Grantee via email.
 - (5) Coordinate with appropriate State approved HIV consortia and various CBO staff to link eligible HIV patients with individuals and organizations that can assist with social support needs, such as transportation, food services, and housing.

- (6) Follow all Ryan White Part B Program guidelines, as outlined in the MCM Handbook according to the most current version of the MCM Handbook developed by the Ryan White Part B Program, on file in the RW office, and distributed to each MCM. The Ryan White Part B Program updates the MCM Handbook as needed and updates are distributed to the MCM .
- b. The Grantee shall ensure that all MCMs meet or exceed the educational requirements listed in the most current version of the MCM Handbook developed by the State, Ryan White Part B Program, on file in the State RW Part B office, and distributed to each MCM. The Ryan White Part B Program updates the MCM Handbook as needed and updates are distributed to the MCM. The Director of the RW Part B Program must approve any exceptions in writing.
- c. The Grantee shall submit a completed and signed MCM Agreement for each MCM employed (Attachment 2). Failure to submit an MCM agreement will result in suspension of that MCM's privileges.
- d. The Grantee agrees that during the term of the Grant Contract, the State shall have access to the Grantee's patient records in order to fulfill the State's program goals for program patients. Upon expiration or termination of the Grant Contract for any reason, the Grantee shall provide the State with copies of all patient records associated with the Grant Contract. Such records shall be maintained by the State in accordance with all applicable State laws and rules pertaining to confidentiality and records retention.
- e. The Grantee shall create and/or maintain an agency Quality Management Plan and an agency Quality Management Committee. The committee shall meet periodically and maintain minutes of those meetings, and perform a minimum of two quality improvement studies annually. Additionally, each Grantee shall cooperate with the State Ryan White Part B Quality Management Program in performing selected statewide quality studies in accordance with the most current version of the State Ryan White Part B Quality Management Plan developed by the State, Ryan White Program, on file in the RW Part B Program office, and distributed to the Grantee. The State Ryan White Part B Quality Management staff updates the State Ryan White Part B Quality Management Plan annually, or more frequently if needed and updates are distributed to the Grantee via email.
- f. The Grantee shall provide at least one (1) staff person to be a member of the State Ryan White Part B Quality Management Committee. The State Ryan White Part B Quality Management Committee and staff will provide leadership and technical assistance to individual agency Quality Management Committees, and provide worksheets, checklists, and other documentation materials as necessary.

A.6. Reporting Requirements.

- a. The Grantee shall maintain a CAREWare database and submit a Quarterly Export Data File. The quarterly reports shall be submitted no later than the fifteenth (15th) day of the month following the end of each quarter (April 15, 2015; July 15, 2015; October 15, 2015; and January 15, 2016..
- b. The Grantee shall complete and submit an initial Implementation Plan (Attachment 3) and a quarterly Implementation Plan (using Attachment 3). The initial Implementation Plan will list the services to be provided, the projected number of clients to be served, and the projected units of service to be provided (defined as one [1] fifteen [15] minute encounter). The quarterly Implementation Plan will list the progress made toward the projections of the initial Implementation Plan. These reports are due to the State

Consortia Coordinator no later than the fifteenth (15th) day of the month following the end of each quarter (July 15, 2015; October 15, 2015; January 15, 2016; and April 15, 2016).

- c. The Grantee agrees to gather all the data elements required to complete the RSR and shall be in the format described by the HRSA Guidelines. A copy has been provided to the Grantee and is posted on the website www.HAB.HRSA.gov and includes:
- (1) the Grantee Report which collects information about the services the provider was funded to provide;
 - (2) the Service Provider Report which captures services actually delivered on a contract-by-contract basis under each Ryan White HIV/AIDS Program Part; and
 - (3) the Client Report which captures the services received by each individual client.

The RSR shall be submitted to the State annually. The submission will be for the complete calendar year (January – December) and is due no later than February 15th of each calendar year.

- d. The Grantee agrees to gather all the data elements required to complete the WICY Report. All funded agencies are required to submit an annual report listing the amount of dollars expended on all Women (25 years old and older), Infants (less than 2 years old), Children (2 - 12 years old) and Youth (13 - 24 years old). The WICY Reports are due to the State Ryan White Services no later than seventy five (75) days after the ending date of March 31, 2016, (by June 15, 2016) for this Grant Contract as stated in Section B.1.

A.7. Service Deliverables. The following list of service deliverables are required in-accordance-with the scope of services.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
MCM Agreement submitted as required	A.5 c.	On-going after project initiation	ADAP Director	MS Word
Participate in the State Quality Management Studies.	A.5 e.	On-going after project initiation	Quality Management Section	TBD at time of study
Provide one staff person to serve as a member of the State Quality Management Committee.	A.5 f.	On-going after project initiation	Quality Management Section	MS Word
Submit CAREWare Quarterly Export Data Files as required.	A.6 a.	15 th day of the month following the end of the quarter.	Consortia Coordinator	The current CAREWare Format. via Secure website.
Submit Initial Ryan White Implementation Plan.	A.6 b.	Upon signing Contract.	Consortia Coordinator	MS Word
Submit Quarterly Ryan White Implementation Plans.	A.6 b.	15 th day of the month following the end of the quarter.	Consortia Coordinator	MS Word
Submit the annual Ryan White Services Report.	A.6 c.	The 15 th day of February 2015	HRSA	Electronic via secure website

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Submit the annual WICY Report	A.6 d.	75 days following the end of the Grant Year.	Consortia Coordinator.	MS Word

- A.8 Inspection and Acceptance. Upon receipt, the deliverable will be reviewed by the responsible individual / section for completeness, correctness and timeliness before it is accepted and considered complete. Once the deliverable is accepted, it is considered complete.
- A.9. 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. the State grant proposal solicitation as may be amended, if any;
 - c. the most current version of the Ryan White Part B Medical Services Fee Schedule;
 - d. the most current version of the HRSA Guidelines;
 - e. the most current version of the MCM Handbook;
 - f. the most current version of the State Ryan White Part B Quality Management Plan.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on April 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) of renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Fifteen Thousand Dollars (\$215,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 4 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 5) 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:

Invoice Administrator
Tennessee Department of Health
HIV/STD Program
4th Floor, Andrew Johnson Tower
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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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 in form and substance acceptable to the State (Attachment 6).

- 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 and the State. 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 and the State. 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 contract period.
- 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 documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

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. 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.9. 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").
- 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.10. 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. Copies shall be provided to the Grantee by the Grantor State Agency.
- D.11. 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.12. 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.13. 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 for a period of five (5) full years from the date of the final

payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification or Governmental Accounting Standards Board (GASB) 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.

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.14. 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.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. 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 head of the Grantor State Agency and the Commissioner of Finance and Administration. 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 as an attachment to the Grant Contract.
- D.17. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.18. 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.19. 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.20. 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.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. The obligations of the parties to this Grant Contract are relieved to the extent the parties' non-performance is beyond the parties' control despite the exercise of due care due to, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.23. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.24. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.25. 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.26. 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.27. 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.28. 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, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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:

Dr. Shanell McGoy
Tennessee Department of Health
HIV/STD Program
Communicable and Environmental Diseases and Emergency Preparedness
4th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: Shanell.McGoy@tn.gov
Telephone #: (615) 532-7188
FAX #: (615) 741-3691

The Grantee:

Rebekah Barnes, Director
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, Tennessee 37403
Email Address: BeckyB@HamiltonTN.gov
Telephone #: (423) 209-8000
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.

- E.3. 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.
- E.4. 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.
- E.5. 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.
- E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.
- The Grantee's obligations under this Section do not apply to information: (1) in the public domain; (2) entering the public domain other than as a result of disclosure by the Grantee; (3) previously possessed by the Grantee without written obligations to the State to protect it; (4) acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; (5) independently developed by the Grantee without the use of the State's information; or, (6) disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under state or federal law, 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. It is expressly understood and agreed the obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.7. 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.8. 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.9. 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.10. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.917 HIV Care Grant Program Part B

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE	DATE
--------------------------	-------------

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE	DATE
--------------------------	-------------

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER	DATE
--	-------------

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Chattanooga – Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	N/A
Federal award date	N/A
CFDA number and name	93.917
Grant contract's begin date	4/1/2015
Grant contract's end date	3/31/2016
Amount of federal funds obligated by this grant contract	\$215,000
Total amount of federal funds obligated to the subrecipient	\$215,000
Total amount of the federal award to the pass-through entity (Grantor State Agency)	N/A
Name of federal awarding agency	Health Resources and Services Administration
Name and contact information for the federal awarding official	Wendy Briscoe wbriscoe@hrsa.gov 301-443-0211
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)	10%

TENNESSEE RYAN WHITE SERVICES
MEDICAL CASE MANAGER (MCM)
AGREEMENT

Name of Facility

Date

As the employer of _____ (Requested Medical Case Manager), I affirm that he/she meets the education and experience guidelines for the position, or we have obtained a written waiver from the Director of the Part B Ryan White Services Program. We acknowledge that MCMs may perform duties for multiple Ryan White Parts, and may be funded by any of those Parts. New MCMs will train with an experienced COE Medical Case Manager, who will serve as a trainer and mentor for this individual. We agree to serve as a trainer/mentor for future MCMs if called upon to provide that service. We also agree to follow all Ryan White Services Policies and Guidelines, and to be periodically evaluated by the Ryan White Part B Quality Management Program. We understand that all Ryan White Clients **MUST** be re-certified every six months, and that any change in a client's income or residence must be reported to the state. We acknowledge that unacceptable performance will result in revocation of MCM privileges, and this Agency agrees to share responsibility if our Medical Case Manager(s) knowingly qualify a client or clients who **do not** meet published Tennessee Ryan White Services Eligibility Guidelines.

Agency Administrator (Signature)

(date)

Medical Case Manager (Signature)

(date)

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME___ Grant Year 2015

Page ___of___ Pages

Service Priority Name: Outpatient/Ambulatory Medical Services		Total Priority Allocation:			
Service Priority Number:					
Service Goal: Provide comprehensive, accessible and culturally competent HIV Outpatient/Ambulatory Care to PLWHA's in accordance with PHS guidelines in order to improve health outcomes.					
1. Objectives:	2. Service Unit Definition:	3. Quantity		4. Time Frame:	5. Funds:
List quantifiable time-limited objectives related to the service priorities listed above	Define the service unit to be provided.	3a) Number of people to be served.	3b) Total Number of service units to be provided.	Indicate the estimated duration of activity relating to the objective listed.	Provide the approximate amount of funds to be used to provide this service.
a: Provide high quality medical care to PLWHA in AIDS Centers of Excellence.	15 minute office visit			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME _____

Grant Year 2015

Page ___ of ___ Pages

Service Priority Name: Medical Case Management			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Provide Medical Case Management Services in order to facilitate and support PLWHA's access, maintenance and adherence to HIV medical care and access to other needed services in order to enhance their ability to effectively manage their HIV disease.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Medical Case Management assessment, service planning, monitoring, follow-up activities and treatment adherence counseling based on identified need and acuity, provided by a nurse.	15 minutes			04/2015 – 03/2016	
b: Provide Medical Case Management assessment, service planning, monitoring, follow-up activities and treatment adherence counseling based on identified need and acuity, provided by a social worker or other related human services professional.	15 minutes			04/2015 – 03/2016	
c: As part of a medical team, provide assistance with service plan implementation, monitoring, follow-up activities and treatment adherence counseling based on identified need and acuity, provided by peer.	15 minute			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME _____

Grant Year 2015

Page ___ of ___ Pages

Service Priority Name: Oral Health Care		Total Priority Allocation:			
Service Priority Number:					
Service Goal: Provide Oral Health Services in order to maintain or improve oral health and the overall health status of PLWHAs.					
1. Objectives:	2. Service Unit Definition:	3. Quantity		4. Time Frame:	5. Funds:
List quantifiable time-limited objectives related to the service priorities listed above	Define the service unit to be provided.	3a) Number of people to be served.	3b) Total Number of service units to be provided.	Indicate the estimated duration of activity relating to the objective listed.	Provide the approximate amount of funds to be used to provide this service.
a: Provide diagnostic, preventive, restorative and prosthetic dental care services.	1 Oral Health Care Visit = 1 Unit			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME _____

Grant Year 2015

Page ___ of ___ Pages

Service Priority Name: Mental Health Services		Total Priority Allocation:			
Service Priority Number:					
Service Goal: Provide Outpatient Mental Health Treatment Services based on national best practice models in order to enhance maintenance and adherence to HIV medical care and services.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide PLWHA comprehensive "Individual" outpatient Mental Health Services.	15 minutes			04/2015 – 03/2016	
b: Provide PLWHA comprehensive "Group" outpatient Mental Health Services.	15 minutes			04/2015 – 03/2016	
c: Provide PLWHA comprehensive diagnostic evaluation and treatment from a "Psychiatrist" or "Psychiatric Nurse"	15 minute			04/2015 – 03/2016	
d. Referrals for psychiatric assessment/treatment or inpatient mental health treatment.	1 Referral				
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____

Grant Year 2015

Page ___ of ___ Pages

Service Priority Name: Case Management (non-medical)			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Provide Case Management Services in order to facilitate and support PLWHA's access, to HIV medical care and access to other needed services in order to enhance their ability to effectively manage their HIV disease.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Case Management assessment, service planning, monitoring and follow-up activities based on identified need.	15 minute increment (office visit, non face to face, etc.)			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: East Tennessee State University

Fiscal Year 2015

Page of Pages

Service Priority Name: Medical Nutrition Therapy				Total Priority Allocation:	
Service Priority Number:					
Service Goal: Provide Medical Nutrition Therapy services to improve nutritional status of PLWHA and enhance medication adherence.					
1. Objectives:	2. Service Unit	3. Quantity		4. Time Frame:	5. Funds:
List quantifiable time-limited objectives related to the service priorities listed above	Definition: Define the service unit to be provided.	3a) Number of people to be served.	3b) Total Number of service units to be provided.	Indicate the estimated duration of activity relating to the objective listed.	Provide the approximate amount of funds to be used to provide this service.
a: Provide nutrition counseling and develop dietary care plans.	15 Minutes = 1 Unit.			04/2015 – 03/2016	
b: Provide nutritional supplements.	1 Case of Supplements = 1 Unit.			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____

Fiscal Year 2015

Page _____ of _____ Pages

Service Priority Name: Food Bank/ Home-delivered Meals				Total Priority Allocation:	
Service Priority Number:					
Service Goal: Provide food in order to improve nutritional status of PLWHA and enhance medication adherence.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Food Voucher / Card.	\$20 = 1 Unit.			04/2015 – 03/2016	
b: Provide Food Bag / Box.	\$20 = 1 Unit.			04/2015 – 03/2016	
c: Provide Home Delivered Meals.	\$20 = 1 Unit.			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____

Fiscal Year 2016

Page ___ of ___ Pages

Service Priority Name: Medical Transportation			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Provide transportation services to PLWHA s in order to access HIV medical care and other services.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a. Provide bus tokens/passes.	\$20 = 1 Unit			04/2015 – 03/2016	
b. Provide mileage reimbursement (i.e. gas card / voucher)	\$20 = 1 Unit			04/2015 – 03/2016	
c. Provide Taxi ride	\$20 = 1 Unit			04/2015 – 03/2016	
d. Provide agency based transportation. (i.e. van ride)	\$20 = 1 Unit			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME___ Fiscal Year 2015

Page ___ of ___ Pages

Service Priority Name: Psychosocial Support Services			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Improve or maintain the emotional well-being of PLWHAs in order to enhance the activities of daily living and access to HIV medical care and services.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide Individual "PEER" Support to PLWHA.	15 minute increments			04/2015 – 03/2016	
a: Provide Group "PEER" Support to PLWHA.	15 minute increments			04/2015 – 03/2016	
Total number of unduplicated clients:					

Ryan White Part B Initial Implementation Plan

Grantee: ___YOUR AGENCY NAME_____ Fiscal Year 2015

Page _____ of _____ Pages

Service Priority Name: Emergency Financial Assistance			Total Priority Allocation:		
Service Priority Number:					
Service Goal: Meet the emergency financial needs of PLWHAs by providing utility and emergency formulary pharmaceutical assistance.					
1. Objectives: List quantifiable time-limited objectives related to the service priorities listed above	2. Service Unit Definition: Define the service unit to be provided.	3. Quantity		4. Time Frame: Indicate the estimated duration of activity relating to the objective listed.	5. Funds: Provide the approximate amount of funds to be used to provide this service.
		3a) Number of people to be served.	3b) Total Number of service units to be provided.		
a: Provide emergency financial assistance for utilities not covered by other by other municipal, state or federal programs. (HOPWA, etc.)	1 Utility Bill Paid = 1 Unit			04/2015 – 03/2016	
b: Provide emergency financial assistance for prescription drugs. (Formulary Only)	1 Prescription Paid = 1 Unit			04/2015 – 03/2016	
Total number of unduplicated clients:					

Chattanooga-Hamilton County Health Department		HIV/AIDS Center of Excellence		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2015 and ending March 31, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$128,200.00	\$0.00	\$128,200.00
2	Benefits & Taxes	83,200.00	\$0.00	\$83,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,000.00	\$0.00	\$1,000.00
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 ²	\$2,600.00	\$0.00	\$2,600.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$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	GRAND TOTAL	\$215,000.00	\$0.00	\$215,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

ATTACHMENT 4 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES	Longevity	AMOUNT
Cathy Brooks Mcelvain, Public Health Representative	\$ 3,439.81 x 12 x 100% + \$ 1,275	\$42,552.72
Rachel Inman, Public Health Representative	\$ 3,439.81 x 12 x 100% + \$ 400	\$41,677.72
Lead Public Health Representative -Vacant	\$ 3,666.67 x 12 x 100% +	\$44,000.04
TOTAL ROUNDED		\$128,200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$1,200.00
HIV/AIDS Training Nashville	\$1,400.00
TOTAL	\$2,600.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM	TO
CONTRACTING STATE AGENCY Tennessee Department of Health				CONTRACT PERIOD	
PROGRAM AREA				FROM	
EDISON CONTRACT NUMBER				TO	
OCR CONTRACT NUMBER				CONTACT PERSON/TELEPHONE NO.	
				FOR CENTRAL OFFICE USE ONLY	
BUDGET	(A)	(B)	(C)		
LINE	TOTAL	AMOUNT BILLED	MONTHLY		
ITEMS	CONTRACT	YTD	EXPENDITURES		
	BUDGET		DUE		
		(MO./DAY/YR.)			
Salaries			\$0.00		
Benefits			\$0.00	SPEEDCHART NUMBER:	
Professional Fee/Grant & Award			\$0.00	USERCODE:	
Supplies			\$0.00	PROJECT ID:	
Telephone			\$0.00	AMOUNT:	
Postage & Shipping			\$0.00		
Occupancy			\$0.00	SPEEDCHART NUMBER:	
Equipment Rental & Maintenance			\$0.00	USERCODE:	
Printing & Publications			\$0.00	PROJECT ID:	
Travel/Conferences & Meetings			\$0.00	AMOUNT:	
Interest			\$0.00		
Insurance			\$0.00	SPEEDCHART NUMBER:	
Specific Assistance to Individuals			\$0.00	USERCODE:	
Depreciation			\$0.00	PROJECT ID:	
Other Non Personnel			\$0.00	AMOUNT:	
Capital Purchase			\$0.00		
Indirect Cost			\$0.00		
TOTAL			\$0.00		

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

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION

FOR FISCAL USE ONLY

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: Doug.Curry@tn.gov

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Telephone 615-532-7115

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 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://www.state.tn.us/finance/act/policyb.html>

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 _____

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				



Hamilton County Board of Commissioners

RESOLUTION

No. 1214-8

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE SOUTHERN CHAMPION TRAY, L.P. AND SOUTHLAND PARTNERS PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, 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 (the "County") is permitted to delegate to The Industrial Development Board of the City of Chattanooga (the "Corporation") the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Corporation upon a finding by the County that such payments are deemed to be in furtherance of the Corporation's public purposes; and,

WHEREAS, Southern Champion Tray, L.P. and Southland Partners (together, the "Companies") are contemplating the expansion and equipping of the Companies' existing manufacturing facilities and operations in the City, and, because of the substantial economic benefits to the City of Chattanooga and Hamilton County resulting from the project, has asked the Corporation and the County to approve payments in lieu of ad valorem taxes; and

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

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMISSION:

That we do hereby find that the Southern Champion Tray, L.P. and Southland Partners 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 Corporation's public purposes; and,

That, having made such a finding in this instance, we do hereby delegate to the Corporation the authority to negotiate and accept payments in lieu of ad valorem taxes from the Companies, 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 in the form attached hereto, with such changes thereto as he shall approve; and,

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

December 3, 2014

Date

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this the ____ day of _____, 2014, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA** (the “Board”); **SOUTHERN CHAMPION TRAY, L.P. and SOUTHLAND PARTNERS** (together, the “Companies” and each a “Company”); the **CITY OF CHATTANOOGA** (the “City”); and **HAMILTON COUNTY** (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** (the “Trustee”), and by **WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY** (the “Assessor”).

WITNESSETH:

WHEREAS, the Companies are contemplating (i) the improvement of certain real property (the “Real Property Improvements”) in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein on the existing real property described in Exhibit A (the “Existing Property”) (the Real Property Improvements and the Existing Property shall be collectively referred to as the “Real Property”); and (ii) the acquisition of machinery, equipment and other personal property, as more particularly described on Exhibit B attached hereto and incorporated herein (the “Personal Property”) (the Personal Property and the Real Property shall be collectively referred to as the “Property,” and the Real Property Improvements and the Personal Property shall be referred to as the “Project”), resulting in an investment of at least \$18.1 million and the creation of at least 105 full-time jobs which jobs shall have an average annual wage (excluding benefits) equal to at least \$45,000.00 between [**January 1, 2014 and January 1, 2017**] (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, substantial economic benefits to the City and County economies will be derived from the Project; and

WHEREAS, the Board has agreed to hold title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and to lease the Property to the Companies pursuant to those certain Lease Agreements (the “Leases”), dated of even date herewith, between the Board and each 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, § 7-53-101, *et seq.*, the 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, § 7-53-305; and

WHEREAS, for the public benefit of the citizens of the City and the County, the Board has requested that the Companies 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 Companies have 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, including, without limitation, the requirement that the Board collect and expend such payments in furtherance of the public purposes for which the Board was created; and

WHEREAS, the Companies and the Board have agreed that all In Lieu Payments made to the Board by the Companies shall be paid to the City of Chattanooga Treasurer (the “Treasurer”) and the Trustee, who shall disburse such amounts to the City and the County in accordance with the requirements specified herein; and

WHEREAS, the Board wishes to designate the 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 Treasurer and the Trustee as its agents 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 Treasurer, the Trustee, the Board, and the Companies 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 Companies all records relating to the appraisal and assessment of the Property.

2. Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Treasurer and the Trustee and as its agents to compute the amounts of the In Lieu Payments, to receive such payments from the Companies 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 Treasurer and 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 Treasurer and the Trustee shall send the Board and each Company bills for appropriate amounts of In Lieu Payments (the “Tax Bill”).

3. Payments in Lieu of Taxes. After receipt of the Tax Bill, each Company shall pay to the Treasurer and the Trustee the amounts indicated on the Tax Bills which amounts shall be determined in accordance with the provisions set forth below in Paragraph 4. The In Lieu Payments shall be made by each 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 Companies. For the eight (8) year period covering and inclusive of years [2015 through 2022] (the “Tax Abatement Period”), each Company shall make In Lieu Payments with respect to its respective portion of the Project in an amount, as determined by the Assessor, the Treasurer and the Trustee, equal to the following percentage of the taxes that would have been payable on the portion of the Project if it were subject to property taxes for the respective years shown:

Year	City General Fund	County General Fund	County School Fund
2015	0%	0%	100%
2016	25%	25%	100%
2017	40%	40%	100%
2018	50%	50%	100%
2019	50%	50%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%

For the avoidance of doubt, the parties intend that the Companies shall make (i) In Lieu Payments in an amount equal to one hundred percent (100%) of all ad valorem taxes that would be dedicated to the support of the County school system, which the Companies and County acknowledge and agree currently equates to 49.64% of the amount of the total County taxes that would have been payable on the Project if it were subject to property taxes (the “School Portion”), and (ii) In Lieu Payments in an amount equal to the above graduated amounts for all other ad valorem taxes of the City and the County, excluding the educational portion of the County ad valorem taxes.

For any of its portion of the Property other than the Project, each Company shall make In Lieu Payments in an amount, as determined by the Assessor, the Treasurer and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on such portion of the Property if it were subject to property taxes, except to the extent that a portion of such Property is subject to another agreement for payments in lieu of taxes with the City, the County and the IDB. For the avoidance of doubt, the parties intend that the reduced In Lieu Payments under this Agreement shall only apply to new investment in the Property that is undertaken pursuant to this Agreement.

For any periods before the Tax Abatement Period or after the Tax Abatement Period that the Property is owned by the Board and leased to the Companies, the Companies shall make In Lieu Payments in an amount, as determined by the Assessor, the Treasurer 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, except to the extent that a portion of such Property is subject to another agreement for payments in lieu of taxes with the City, the County and the IDB.

Notwithstanding the above, any amounts assessed as property taxes against the Property shall be credited against any In Lieu Payments due under this Agreement.

5. Penalties and Late Charges. Each Company shall make its In Lieu Payments for each year during the term before March 1 of the following year. All In Lieu Payments shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If a Company fails to make its In Lieu Payment when due, and such failure to pay shall continue and not be fully paid within thirty (30) days after written notice of such non-payment has been provided to the Company, 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. Additional late charges of one and one-half percent (1-1/2%) of the amount shall accumulate and become immediately due and payable upon the expiration of each subsequent thirty (30) day period when there remains any outstanding unpaid amount.

(b) If a 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 against the Company 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.

6. Minimum Requirements; Annual Review; Increase in Amount of In Lieu Payments.

(a) Minimum Requirements. The Companies must meet one hundred percent (100%) of the Minimum Job Requirement and the Minimum Investment Requirement by **[January 1, 2017]** (the "Determination Date") and during each calendar year thereafter during the Tax Abatement Period. For purposes of this Section, the "Minimum Jobs Requirement" equals eighty-four (84) full-time jobs, and the "Minimum Investment" equals \$14,480,000 (Four Million Four Hundred Eighty Thousand Dollars).

(b) Annual Employment Review. If the Companies fail to achieve the Minimum Jobs Requirement during the calendar year in which the Determination Date occurs or during in any calendar year thereafter during the Tax Abatement Period, the City and the County reserve the right but are not obligated to increase the amount of the general fund In Lieu Payments applicable to the Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the "Companies' Job Performance" for such calendar year (the "Job In Lieu Payment Percentage Increase"). The "Companies' Job Performance" for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Companies bears to the Minimum Job Requirement. In no event shall the Companies' annual General Fund In Lieu Payments exceed one hundred percent (100%) of the general fund taxes that would be assessed against the Project if it were subject to general fund taxes.

Example 1:

Total number of full-time jobs as of January 1, 2017 = 100
Minimum Job Requirement = 84
No increase in In Lieu Payments for 2017
(Minimum Job Requirement has been exceeded)

Example 2:

Total number of full-time jobs as of January 1, 2017 = 80
Minimum Job Requirement = 84
Companies' Job Performance = 95.2%
Job In Lieu Payment Percentage Increase for 2017 = 4.8%
(In Lieu Payment Percentages for 2017 for City General Fund and County General Fund may each be increased by 4.8%)

(c) Annual Investment Review. If the Companies fail to achieve the Minimum Investment Requirement during the calendar year in which the Determination Date occurs or during in any calendar year thereafter during the Tax Abatement Period, the City and the County reserve the right but are not obligated to increase the amount of the general fund In Lieu Payments applicable to the Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the "Companies' Investment Performance" for such calendar year (the "Investment In Lieu Payment Percentage Increase"). The "Companies' Investment Performance" for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Companies through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project, bears to the Minimum Investment Requirement. In no event shall the Companies' annual General Fund In Lieu Payments exceed one hundred percent (100%) of the general fund taxes that would be assessed against the Project if it were subject to general fund taxes.

Example 3:

Total amount of capital investment through January 1, 2017 = \$15,000,000
Minimum Investment Requirement = \$14,480,000
No increase in In Lieu Payments for 2017 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through January 1, 2017 = \$13,000,000
Minimum Investment Requirement = \$14,480,000
Companies' Investment Performance = 89.8%
Investment In Lieu Payment Percentage Increase for 2017 = 10.2%
(In Lieu Payment Percentages for 2017 for City General Fund and County General Fund may each be increased by 10.2%)

Such formula shall be evaluated on an annual basis until the Minimum Investment Requirement has been met or exceeded, whereupon no further evaluations or increase in the amount of the In Lieu Payments pursuant to this Section 6(c) shall occur.

(d) Single Adjustment Regarding Tax Abatement; Issuance of Supplemental Bill to the Companies. If both the annual employment review under Section 6(b) and the investment review under Section 6(c) for any calendar year indicate an increase in the In Lieu Payments for the same calendar year in which such failure occurs, and if the City and the County elect to increase the In Lieu Payments for such calendar year, then the City and the County shall determine whether the increase under Section 6(b) or Section 6(c) shall apply, which shall be the sole remedy for a shortfall in the Investment, Jobs and Wage Projection. The increase under Section 6(b) and Section 6(c) shall not be combined. If the City and the County increase the amount of the In Lieu Payments pursuant to the annual employment review under Section 6(b) for any calendar year, then they may not, in the same year, also increase the amount of the In Lieu Payments pursuant to Section 6(c), and vice versa. For example, using Examples 2 and 4 shown above, the City and the County may elect to either (i) increase the amount of the In Lieu Payments to the City General Fund and the County General Fund under Section 6(b) by 4.8% or (ii) increase the amount of the In Lieu Payments to the City General Fund and the County General Fund under Section 6(c) by 10.2%. In accordance with the foregoing and once a determination has been made of the Jobs In Lieu Payment Percentage Increase or the Investment In Lieu Payment Percentage Increase, whichever is determined to be applicable, the Treasurer and the Trustee shall compute the amount of the additional In Lieu Payment resulting therefrom and will issue a supplemental bill to the Companies for that payment.

(e) Project Closure. In the event the Project closes or moves from the County during the Tax Abatement Period, the City and the County reserve the right to immediately terminate the tax abatements provided by this Agreement and require the partial repayment of amounts that would have been payable on the Property during the Tax Abatement Period as if it were subject to property taxes. The provisions of this subsection (e) shall be the sole remedy for a closure or relocation of the Project.

7. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Paragraph 3 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 Paragraph 3 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 Paragraph 3 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 § 7-53-305.

8. Economic Development Lease Payment

(a) City of Chattanooga. For each calendar year beginning with 2015 in which the In Lieu Payment Percentage as to the City General Fund (see chart in Section 4) is less than 100%, an economic development lease payment (an "Economic Development Payment") equal to 15% of the City property taxes that would otherwise be payable for such year on the Project if it were subject to property taxes as calculated by the Treasurer pursuant to Section 2 above shall be computed and collected by the Treasurer; provided, however, in no event shall the total of the Companies' annual City General Fund In Lieu Payments plus the Economic Development Payment to the City exceed one hundred percent (100%) of City general fund taxes that would be assessed against the Project if it were subject to general fund taxes. Beginning in 2015, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2022 if the In Lieu Payment Percentage as to the City General Fund (see chart in Section 4) for such calendar year is less than 100%. If the Board's ownership ceases during any calendar year, then that year's Economic Development Payment will be prorated. The Treasurer shall add the Economic Development Payment as a separate line item on the Tax Bill, and the Companies shall pay their respective portions of the Economic Development Payment for each such year during the term before March 1 of the following year. Any failure to pay the Economic Development Payment on or before March 1 shall result in penalties and late charges calculated in the same manner as penalties and late charges are calculated for In Lieu Payments under this Agreement.

The Treasurer shall disburse the City's Economic Development Payment to the City of Chattanooga's Industrial Development Board. The City of Chattanooga's Industrial Development Board shall hold such funds to be used for economic development purposes, as directed by the Mayor of the City.

(b) Hamilton County. For each calendar year beginning with 2015 in which the In Lieu Payment Percentage as to the County General Fund (see chart in Section 4) is less than 100%, an Economic Development Payment to the County equal to 15% of the County general fund property taxes (but, for clarity, expressly excluding the School Portion) that would otherwise be payable for such year on the Project if it were subject to property taxes as calculated by the Trustee pursuant to Section 2 above, shall be computed and collected by the Trustee; provided, however, in no event shall the total of the Companies' annual County General Fund In Lieu Payments plus the Economic Development Payment to the County exceed one hundred percent (100%) of the County general fund taxes that would be assessed against the Project if it were subject to general fund taxes. Beginning in 2015, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2022 if the In Lieu Payment Percentage as to the County General Fund (see chart in Section 4) for such calendar year is less than 100%. If the Board's ownership ceases during any calendar year, then that year's Economic Development Payment will be prorated. The Trustee shall add the Economic Development Payment as a separate line item on the Tax Bill, and the Companies shall pay their respective portions of the Economic Development Payment for each

such year during the term before March 1 of the following year. Any failure to pay the Economic Development Payment on or before March 1 shall result in penalties and late charges calculated in the same manner as penalties and late charges are calculated for In Lieu Payments under this Agreement.

The Trustee shall not deduct any part of the Economic Development Payment from the School Portion of the In Lieu Payments. The Trustee shall disburse the County's Economic Development Payment to the County, and the County shall hold such funds to be used for economic development purposes as directed by the Mayor of the County.

9. Contest by the Companies. The Companies shall each have the right to contest the appraisal or assessment of the Property by the Assessor, the computation by the Treasurer and the Trustee of the amount of the In Lieu Payment and the calculation of the Economic Development Payments. If the Companies contest any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. If the In Lieu Payments, or the Economic Development Payments, as applicable, being contested shall be or become due and payable, the Companies shall make such payments under protest. The Companies and the Assessor, the Treasurer or the Trustee, as the case may be, shall negotiate in good faith for a period not to exceed sixty (60) days to resolve any disputes as to appraisal, assessment or computation of the In Lieu Payment or the Economic Development Payments, as applicable. If the Companies and the Assessor, the Treasurer or the Trustee, as the case may be, are unable to resolve a dispute, then the Companies 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.

10. Lien on the 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.

11. Term. This Agreement shall become effective on the date that the Board leases the Property to the Companies and shall continue for so long as the Board holds title to any of the Property and leases such property to the Companies or the Companies have made all payments required hereunder, whichever shall later occur.

12. Leasehold Taxation. The Board, the City, the County, the Treasurer, the Trustee and the Assessor acknowledge and agree that the Companies' personal property leasehold interest in the Personal Property under the Lease shall not be subject to assessment for ad valorem tax purposes. The Board, the City, the County, the Treasurer, the Trustee and the Assessor further acknowledge and agree that the Companies' real property leasehold interests in the Real Property Improvements under the Lease is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Companies, including without limitation, rent under the Lease, costs for maintenance, insurance, utilities, infrastructure, site preparation, acquisition, construction, and other costs for or in connection with the Project, cost of capital for or in connection with the Project, and obligations of the Companies under the Lease would, at the present time, be considered as rent payable under the Lease for purposes of determining the

Companies' leasehold interests. As a result, the actual or imputed rent for the real property portion of the Property is expected to equal or exceed the fair market rent for purposes of Tenn. Code Ann. § 67-5-605. If the leasehold interest of the Companies in the Property should be subject to ad valorem taxation for any year hereunder, then any amounts assessed as taxes thereon shall be credited against any In Lieu of Tax Payments and Economic Development Payments paid under this Agreement and carried forward from year to year until fully utilized. Additionally, in the event the Companies determine, in the exercise of reasonable discretion, that there is a possibility, notwithstanding the foregoing agreement, of a positive taxable leasehold interest in the Property, the Companies shall have the continuing option to require the Board take all reasonable steps, at no additional cost to the Board, to restructure this Agreement and the related Lease to eliminate the positive leasehold value and to deliver the same economic benefit to the Companies as is contemplated under this Agreement without the imposition of any ad valorem taxes on such leasehold value. Such options may include, but are not limited to, an arrangement by which the Board issues and the Companies purchase industrial revenue bonds to finance all or a portion of the Property, provided that such bonds shall be limited obligations of the Board and non-recourse to the City and the County.

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 addressed as follows:

Board or to the City: Wade A. Hinton
City Attorney
City of Chattanooga
Suite 200, 100 E. 11th Street
Chattanooga, Tennessee 37402

The County: Rheubin M. Taylor
County Attorney
Hamilton County Government
Room 204, County Courthouse
Chattanooga, Tennessee 37402

Companies: Southern Champion Tray, L.P.
P.O. Box 4066
Chattanooga, Tennessee 37405
Attention: _____

Southland Partners, GP

Attention: _____

With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000, Volunteer Building Chattanooga, Tennessee 37402 Attention: Mark W. Smith
The Assessor	Hamilton County Assessor of Property Hamilton County Courthouse Chattanooga, Tennessee 37402
The Treasurer:	City of Chattanooga Treasurer 101 East 11 th Street Chattanooga, TN 37402
The Trustee	Hamilton County Trustee Hamilton County Courthouse Chattanooga, Tennessee 37402

Any such person may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, Express Mail, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, 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. 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.

16. 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.

17. 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.

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

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

20. Annual Report. On or before January 31 of each year this Agreement is in effect, the Companies shall provide a report to the Mayor of the City and the Mayor of the County summarizing its investment in the Property and the development and operation of the Project for purposes of analyzing the Companies' progress in achieving the Investment, Jobs and Wage Projection.

21. Stormwater Fees. The Companies shall be responsible for all stormwater fees assessed by the City against the Property.

[Signature Pages Follow]

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

ATTEST:

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF CHATTANOOGA**

By: _____
Secretary

By: _____
Chairman

SOUTHERN CHAMPION TRAY, L.P.,
a Tennessee Limited Partnership

By: _____

Name: _____

Title: _____

SOUTHLAND PARTNERS
a Tennessee General Partnership

By: _____

Name: _____

Title: _____

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

WILLIAM C. BENNETT

By: _____
Hamilton County Assessor of Property

EXHIBIT "A"
TO PILOT AGREEMENT

REAL PROPERTY

[INSERT LEGAL DESCRIPTION]

EXHIBIT "B"
TO PILOT AGREEMENT

PERSONAL PROPERTY

During the Tax Abatement Period, the Project shall include all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the real property described in Exhibit A attached to this Agreement between **[January 1, 2014 and January 1, 2017]**, together with replacements thereof and substitutions therefor, in connection with the Companies' operations on such property.