

Hamilton County Board of County Commissioners

July 01, 2015

AGENDA

ROLL CALL

INVOCATION - Commissioner Boyd

PLEDGE TO THE FLAG - Commissioner Boyd

- | | |
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| Minutes | Recessed Meeting - June 10, 2015 |
| Minutes | Agenda Session - June 10, 2015 |
| Minutes | Regular Meeting - June 17, 2015 |
| Report | Trustee Excess Fee Report May 2015 |
| Report | Trustee Monthly Report May 2015 |
| Report | Juvenile Court Clerk's Report - March and April 2015 |
| Res. No. 715-1 | A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the bond of the Superintendent of schools, and the bond of Deputy Sheriff. |
| Res. No. 715-2 | A Resolution to confirm the appointment by the County Mayor of one member to the Hamilton County Water & Wastewater Treatment Authority Board of Commissioners for term ending June 2, 2020. |
| Res. No. 715-3 | A Resolution to appoint four (4) members to the Hamilton County Health & Safety Board as designated herein and for terms as indicated. |
| Res. No. 715-4 | A Resolution to re-appoint four (4) members to the Hamilton County Board of Zoning Appeals as designated herein and for terms as indicated. |
| Res. No. 715-5 | A Resolution accepting the bids of Sam Tell & Son, Inc., Pasco Brokerage, Inc., Thompson & Little, Inc. and Calico Industries, Inc. for unit pricing for small kitchen items and equipment for the East Brainerd Elementary School for the Department of Education and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 715-6 | Resolution Number Not Used |
| Res. No. 715-7 | A Resolution accepting the unit price bid of ABC Promos & Gifts for Primex Wireless Clocks for the period beginning July 3, 2015 through July 2, 2016, with the option to renew for one (1) additional one year term, for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 715-8 | A Resolution authorizing the County Mayor to sign a lease agreement in the amount of \$9,445.00 annually with Chattanooga Church Ministries, Inc. d.b.a., Chattanooga Community Kitchen for space for use by Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department's Homeless Health Care Center, for the period of January 1, 2015 through December 31, 2015. |
| Res. No. 715-9 | A Resolution authorizing the County Mayor on behalf of Hamilton County Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to continue an agreement beginning July 1, 2015 and ending June 30, 2016, between Hamilton County and the Tennessee Department of Human Services to provide Adult Daycare and Homemaker Services for eligible individuals and families amounting to \$338,037.00. |
| Res. No. 715-10 | A Resolution authorizing the County Mayor on behalf of Hamilton County Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to accept an agreement beginning July 1, 2015 and ending on June 30, 2016, between Hamilton County and the City of Chattanooga in the amount of \$30,000.00 to provide financial assistance to families and individuals to prevent those families and individuals from becoming homeless. |
| Res. No. 715-11 | A Resolution to authorize the County Mayor to enter into and execute an agreement with S&ME for geoenvironmental services for inspection and testing necessary for construction of the Dallas Bay Fire Hall for an amount not to exceed \$25,000.00. |

- Res. No. 715-12 A Resolution to authorize the County Mayor to enter into and execute an agreement with S&ME for geoenvironmental services for inspection and testing necessary for construction of the Tri-Community Fire Hall for an amount not to exceed \$25,522.00.
- Res. No. 715-13 A Resolution to authorize the County Mayor to enter into and execute an agreement with Moreland Altobelli Associates, Inc. for Construction Engineering Inspection necessary for the construction of the signalization at Hixson Pike (SR-319) and Thrasher Pike for an amount not to exceed \$13,415.00.
- Res. No. 715-14 A Resolution authorizing the County Mayor to enter into and execute an "Offer to Purchase" relative to Tracts 19-C (revised) and 19-D of the Enterprise South Industrial Park, and authorizing the County Mayor to execute ancillary easements, a deed, and other necessary closing documents conveying said property to Gestamp Chattanooga, LLC, or assigns.
- Res. No. 715-15 A Resolution to make certain findings relating to the 1400 Chestnut, LLC Project, to delegate certain authority to the Health, Educational, and Housing Facility Board of the City of Chattanooga, Tennessee, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.
- Res. No. 715-16 A Resolution (I) to make certain findings relating to the expansion of a manufacturing facility project to be constructed, equipped and operated by Gestamp Chattanooga, LLC ("Gestamp") in the Enterprise South Industrial Park (The "Project"). (II) To authorize the Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes with the Industrial Development Board of the County of Hamilton, Tennessee (the "Board") and Gestamp and the City of Chattanooga with respect to the Project (The "Pilot Agreement), and an Amendment to the existing pilot agreement with Gestamp, and (III) to delegate certain authority to the Board relating to the Pilot Agreement and Amendment.
- Res. No. 715-17 A Resolution (I) to make certain findings relating to the new manufacturing facility project to be constructed, equipped and operated by a to-be-formed subsidiary of Gestamp North America, Inc. ("Gestamp Subsidiary") in the Enterprise South Industrial Park (The "Project"), and (II) to authorize the Mayor to enter into and execute an agreement for Payments in Lieu of Ad Valorem Taxes with the Industrial Development Board of the City of Chattanooga (The "Board"), The Gestamp subsidiary, and the City of Chattanooga, Tennessee with respect to the Project (The "Pilot Agreement").

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 10, 2015**

RESOLUTION NO. 615-16A A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A "MEMORANDUM OF UNDERSTANDING" WITH THE RIVERCITY COMPANY RELATIVE TO PROPERTY OWNED BY HAMILTON COUNTY.

This resolution, previously known as Resolution No. 615-16, was heard by the Committee of the Whole during the May 27, 2015 Agenda Session. Resolution No. 615-16 was heard at the June 3, 2015 Regular Meeting and no action was taken. It was questioned whether the law required that a licensed real estate broker be involved in this effort.

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 615-16A.

Chairman Fields asked if there was any discussion.

In response to Commissioner Graham's question, Mayor Coppinger reported that The County has requested River City Company as their agent for purposes of redevelopment of the property which will include contracting for an appraisal, marketing of the Property, development and issuance of a Request for Proposals (RFP) for the sale of the property, review of responses to the RFP, and making recommendations to

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 10, 2015**

the County for the most appropriate redevelopment proposal. River City will not be paid any fees.

Attorney Taylor clarified that River City is not receiving any compensation for their services. A licensed real estate broker is not needed for the transaction and Paul Parker will represent the county during the closing process. Attorney Taylor explained that it is no different than a property owner marketing their own property, the County is simply marketing their own property and a real estate broker is not required by state law to do so.

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 10, 2015**

Being no further business Chairman Fields declared the recessed meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

<hr/>	<u>W.F.K</u>
Date	Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Agenda Preparation Session
June 10, 2015

BE IT REMEMBERED, that on this 10th day of June, 2015, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, Chairman. Chief Deputy Clerk Debbie Rollins 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 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.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

COMMITTEE ASSIGNMENTS

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

- The Criminal Court Clerk's Reports for March and April 2015 would be submitted for the record.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolution No. 615-17 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 615-21, 615-22, 615-27, 615-29 through 615-31, 615-33, 615-34, and 615-37 through 615-43 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution Nos. 615-23, 615-24A, 615-24B, 615-26 were assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolution No. 615-32 was assigned to the Roads Committee, chaired by Commissioner Haynes.
- Resolution Nos. 615-18 through 615-20, 615-28, 615-35, and 615-36 were heard by a Committee of the Whole.
- Resolution No. 615-25 was not used.

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

Commissioner Haynes, Chairman of the Roads and Zoning Committee, announced that the Roads and Zoning Committee would meet in the adjacent conference room following today's meeting.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

Chairman Fields stated that Resolution Nos. 615-18 through 615-20, 615-28, 615-35, and 615-36 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 615-18

Mayor Coppinger spoke regarding this item, which reappoints Terry Steele, Mary K. Roberts, and Bill Tittle to the Hamilton County Community Corrections Advisory Board for a term ending June 30, 2017 and appoints Sam Blakemore for a term ending June 30, 2018. .

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 615-19

Mayor Coppinger spoke regarding this item, which reappoints Gary Neil to the County Board of Electrical Examiners for a term ending June 20, 2019.

There were no questions from Commissioners.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 615-20

Christie Jordan, Director of Hamilton County Department of Education Accounting and Budgeting spoke regarding this item, which amends the schools federal projects fund budget by adding \$146,420 to the FY 2014–2015 revenue and expenditure budget. This resolution also amends the self-funded projects fund budget by adding \$3,031,840 to the FY 2014-2015 revenue and expenditure budget and amends the general purpose fund budget by adding \$2,557,955 to the FY 2014-2015 revenue and expenditures budget. She noted that this was a yearly housekeeping item.

Ms. Jordan presented to the Commission, the first annual Citizens Guide to Understanding the Budget. The guide can also be viewed by visiting www.hcde.org. This guide will help citizens understand where the school systems funding comes from, what it pays for, and how the school system uses it. The guide also helps citizens understand why some funding must be used to pay for certain programs and why other funding sources are more flexible.

Commissioner Boyd made comments regarding the guide's student teacher ratio and inflation. He noted that when inflation rates are calculated using the past sixteen years versus using the past six, funding has actually outpaced inflation.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

Commissioner Mackey also made comments about the school system's inflation rate. In response to comments made about a recent study done by Offices of Research and Education Accountability, he requested that a copy of the letter revealing that the school system's central office administration was the lowest among all of the large school systems in the state be provided to the commission.

Commissioner Graham stated that the Average Daily Membership (ADM) spreadsheet that was provided to the commission reported how the state of Tennessee calculated student enrollment (average daily membership), which is the primary driver of the Basic Education Program (BEP) funding formula.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 615-28

Alecia Poe, Human Resources Director spoke regarding this item, which accepts the proposal of ASI Cobra, LLC for COBRA administration services, beginning July 1, 2015, through June 30, 2018, with the option to renew for three additional one year periods. It was low bid and \$24,000 will be saved over the next three years.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 615-35

Administrator of Finance, Albert Kiser spoke regarding this resolution, which would adopt a budget for the fiscal year 2015-2016 and set the County's tax levy at 2.7652 for the year 2015. He noted that Mayor Coppinger presented his budget at a public meeting held on June 2 at the County's McDaniel Building and also during the June 3, 2015 regular meeting of the Board of Commissioners held at the Courthouse. The Commission meeting was advertised by public notice as required by law.

Budget Items highlighted in the meeting included across the board employee raises of 1.5 percent, (\$750 minimum), the Humane Educational Society (HES) budget proposal and intended fund expenditures, and the Bridge Retirement Plan (BRP) sought by Sheriff Jim Hammond

Although BRP funding was not included in the budget, Mayor Coppinger elaborated on the request and several commissioners spoke in favor of the plan. Mayor Coppinger said a number of meetings pertaining to BRP have been held and another is set for Friday afternoon, several commissioners requested that a member of their body be included in the Friday deliberation. Chairman Fields indicated he would attend.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

Mayor Coppinger noted that it is difficult to define BRP costs. The initial cost would be from \$600,000 to \$1 million, but over a short period of time the costs could multiply. He stated that without raising property taxes, it would be impossible to fund a BRP. He concluded that while he supports the idea of such a program, the revenue source is not available.

Upon questioning by Commissioner Boyd regarding the next item pertaining to budgets for nonprofit agencies, Chairman Fields asked that the title of that resolution be read and joint discussions of the Resolutions No. 615-35 and 615-36 could occur.

At this time, Chairman Fields asked that Resolution No. 615-36 be read into the record.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 615-36

Director of Finance, Albert Kiser spoke regarding this resolution, which would make appropriations to nonprofit charitable and civic organizations in the county for the fiscal year 2015 – 2016.

Commissioner Boyd made comments concerning the three percent of uncollectible property taxes, how supporting agencies are funded, increase in hotel

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

motel tax revenue, the Wastewater Treatment Authority's (WWTA) budget, decrease in insurance expenses, and an increase in land improvements.

In response to questions about WWTA's budget and whether it included additional employees, Mr. Kiser agreed to e-mail an answer to each Commissioner.

Commissioner Haynes noted that first responders and Volunteer Fire Departments are included in the appropriations to nonprofit charitable and civic organizations.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Boyd thanked all the first responders that responded to Monday's storm. A strong storm system traveled through East Ridge Monday afternoon and left behind severe damage to homes and families near Altamaha Street. Eight homes were damaged by strong winds and downed trees, three of those homes were destroyed.

Commissioner Graham recognized his family in the audience and noted that today was his 26th wedding anniversary. He acknowledged Pam Sohn, Editorial Page

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

Editor for the Chattanooga Times, presence in the audience and thanked her for joining his family at son Luke's birthday dinner.

In an attempt to find additional funds for the budget, Commissioner Mackey suggested consideration of delaying new school construction and using some of the lower occupancy schools to consolidate schools within the system.

Commissioner Haynes recognized Bob Mullin, Chairman of the Dallas Bay Fire Department Board and Mark Fritts, Dallas Bay Volunteer Fire Department Chief who were present in today's audience.

Commissioner Beck expressed his desire to find a way to fund the Bridge Retirement Plan.

Commissioner Smedley wished Commissioner Bankston a happy birthday and encouraged everyone to attend the Riverbend Festival.

In response to Commissioner Fairbanks concerns about the progress on Veterans Treatment Court, Attorney Taylor and Mayor Coppinger both stated that discussions are taking place but a start date has yet to be decided.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

Mayor Coppinger also wished Commissioner Bankston a happy birthday.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Joseph Seibel residing at 1349 Britt Lauren Way addressed the commission about his neighbor's long term placement of storage containers on the road right-of-way rather than on his own property. Mr. Seibel's neighbors were also present in the audience. He indicated there was a petition in opposition signed by a number of residents of the neighborhood. Todd Leamon, Administrator of Public Works and County Engineer asked for the property address and stated the property owner was not in compliance. He indicated a letter will be sent to the property owner and the company who owns the storage container. If the issue is not resolved, the storage container will be removed.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 10, 2015**

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, June 17th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) June 17, 2015

BE IT REMEMBERED, that on this 17th day of June, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable 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 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.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Commissioner Bankston introduced Pastor Gary L. Hathaway, Tucker Missionary Baptist Church, who gave the invocation. Commissioner Bankston led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Mackey, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of May 27, 2015, the Agenda Preparation Session of May 27, 2015, and the Regular Meeting of June 3, 2015, be approved, treat same as read, made a matter of record and filed.

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

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

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 June 8, 2015.

CRIMINAL COURT CLERK REPORTS

The Criminal Court Clerk reports for March and April 2015 were submitted and made a matter of record.

Chairman Fields asked that Resolution Nos. 615-18 through 615-20, 615-28, 615-35, and 615-36 be considered at this time. He reported they were heard by a Committee of the Whole.

RESOLUTION NO. 615-17 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND OATHS OF DEPUTY SHERIFFS.

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 615-17.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

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

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

RESOLUTION NO. 615-18 A RESOLUTION AUTHORIZING THE APPOINTMENT AND/OR REAPPOINTMENT OF REPRESENTATIVES TO THE HAMILTON COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD.

This resolution appoints Sam Blakemore to serve a three-year term beginning July 1, 2015 and ending June 30, 2018 and reappoints Terry Steele, Mary K. Roberts, and Bill Tittle to serve a two-year term beginning July 1, 2015 and ending June 30, 2017.

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 615-18.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

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

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

**RESOLUTION NO. 615-19 A RESOLUTION CONFIRMING THE REAPPOINTMENT
BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY BOARD
OF ELECTRICAL EXAMINERS, TERM ENDING JUNE 20, 2019.**

This resolution reappoints Gary Neil to serve a four year term beginning June 20, 2015 and ending June 20, 2019.

ON MOTION of Commissioner Bankston, seconded by Commissioner Smedley, to adopt Resolution No. 615-19.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

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

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

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

RESOLUTION NO. 615-20 A RESOLUTION TO AMEND THE SCHOOLS FEDERAL PROJECTS FUND BUDGET BY ADDING \$146,240 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE SELF-FUNDED PROJECTS FUND BUDGET BY ADDING \$3,031,840 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE GENERAL PURPOSE FUND BUDGET BY ADDING \$2,557,955 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET.

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 615-20.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 615-28 A RESOLUTION ACCEPTING THE PROPOSAL OF ASI COBRA, LLC FOR COBRA ADMINISTRATION SERVICES, BEGINNING JULY 1, 2015, THROUGH JUNE 30, 2018, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS, FOR THE HUMAN RESOURCES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Graham, seconded by Commissioner Smedley, to adopt Resolution No. 615-28.

Chairman Fields asked if there was any discussion.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Commissioner Graham acknowledged that this was a low bid and \$24,000 will be saved over the next three years. He thanked the Human Resources Department for their hard work and diligence in saving taxpayer dollars.

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 615-35 A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2015-2016 AND SETTING THE TAX LEVY FOR THE YEAR 2015 FOR HAMILTON COUNTY, TENNESSEE.

ON MOTION of Commissioner Haynes, seconded by Commissioner Beck, to adopt Resolution No. 615-35.

Chairman Fields asked if there was any discussion.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

ON MOTION of Commissioner Bankston, seconded by Commissioner Boyd, to amend Resolution No. 615-35 to add \$900,000 to the County Commission's budget for discretionary funding. These funds are to be taken out of the general fund balance, or rainy day fund, and divided equally between all nine districts.

Chairman Fields asked if there was any discussion on the Motion to amend Resolution No. 615-35.

Mayor Coppinger urged commissioners not to support including discretionary funds because it was not fiscally conservative or responsible. He made several comments regarding the strenuous efforts it took to balance the budget without a property tax increase over the last eight years. He pointed out that millions of dollars of requests were trimmed from the budget including areas of public safety and education. The County has seen continued need for increased funds for economic development efforts such as the expansions at Volkswagen. He concluded that the financial experts have worked diligently to streamline this budget while assuring that expenditure of rainy day funds would not adversely impact the county's AAA bond rating.

In response to Commissioner Haynes question regarding voting procedures, Chairman Fields stated that the motion to amend the budget will be voted on first. If it passes, the motion to adopt the budget will include the amendment.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Chairman Fields and Commissioner Smedley spoke in favor of discretionary funding. It was noted that discretionary spending funds help address immediate needs in one's district. Commissioner Smedley specifically mentioned the purchase of defibrillators for multiple schools in her district after one was used by school officials to revive a student at East Hamilton Middle High School last year.

Commissioner Fields related a positive personal conversation he had with Mayor Coppinger on this subject when the Mayor was serving as a member of the Commission.

Chairman Fields asked if there was any further discussion. There was none.

At this time Chairman Fields asked for a roll call on the Motion to amend Resolution No. 651-35.

The foregoing motion to amend Resolution No. 615-35 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, "Nay", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Nay", Commissioner Haynes, "Nay", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 6. Total "Nay" votes – 3.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Chairman Fields indicated the Motion to amend Resolution No. 615-35 passed and asked if there was any further discussion on the budget as amended.

Commissioner Boyd spoke regarding Resolution No. 615-35 and asked the Chairman for consent to call Robert Citrullo, Executive Director of the Humane Educational Society (HES) to the podium. Commissioner Boyd stated that he and several other commissioners received numerous emails insinuating that the Commission was not supportive of HES funding. To clear up any misunderstandings or speculation it was noted that the Commission never questioned HES funding.

In closing Commissioner Boyd made it known that HES is accountable to the Commission and they will be held accountable. It is the responsibility of the HES Executive Director to provide to the public and the Commission a detailed accounting of how HES spends funds they receive from Hamilton County.

It was noted that Commissioner Fairbanks, Commissioner Smedley, and Commissioner Beck toured HES facilities and they each reported that it was apparent that emergency repairs were needed.

During last week's Agenda Session Commissioner Graham requested that a list detailing the repairs HES planned to make to their facilities during the 2015–16 fiscal

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

year be provided to the Commission. While the list was provided, it was noted that an itemized break down of the dollar amount of each repair was not included. The list appeared generic and Commissioner Graham asked that an estimate of each repair be included in the itemized list.

A copy of the above mentioned list was submitted for the record to be attached to Resolution No. 615-35.

Mr. Citrullo responded to the Commission's concerns and agreed to provide an estimate for each repair. .

In response to HES being held accountable, Mr. Citrullo noted that HES is a nonprofit 501c3 organization and their financials are open to the public. Nonprofit charitable and civic organizations are required by law to submit a copy of their annual report detailing business affairs, transactions, and the proposed use of the County's funds to the County Clerk and Administrator of Finance.

In response to Commissioner Graham's question, Chairman Fields stated that asking County Auditor Bill McGriff to provide a financial review of HES was allowed.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

In response to Commissioner Mackey's comments, Chairman Fields reported that the Sheriff's proposed Bridge Retirement Plan (BRP) was not in the FY 2015 – 2016 budget.

In response to Commissioner Fairbanks request, Chairman Fields provided details about the BRP meeting that took place last Friday at the Sheriff's Department. A representative from Tennessee Consolidated Retirement System (TCRS), Sheriff Jim Hammond and several members of his staff, and a representative from the County Technical Assistance Service attended the meeting. Discussions in the meeting included hiring an actuarial firm to study the feasibility of adopting a BRP with an insurance component.

Albert Kiser, Finance Director reported that the proposed BRP plan includes a TCRS component of \$250,000 plus an insurance component estimated at \$275,000. An actuarial firm would be used to further study the insurance component of the BRP plan.

Chairman Fields clarified that the budget for fiscal year 2015-16 doesn't include funding for the Sheriff's proposed BRP. A resolution hiring an actuarial firm will be presented to the Commission at a later date.

Chairman Fields called for a roll call vote on the main Motion to adopt Resolution No. 615-35 as amended.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

The foregoing motion to approve Resolution No. 615-35 as amended 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 Fairbanks, "Aye", Commissioner Graham, "Nay", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

At this time the Chairman paused proceedings while a large group from the Sheriff's Department exited the room.

**RESOLUTION NO. 615-36 A RESOLUTION MAKING APPROPRIATIONS TO
NONPROFIT CHARITABLE AND CIVIC ORGANIZATIONS OF HAMILTON COUNTY,
TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING
JUNE 30, 2016.**

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 615-36.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields asked that Resolution Nos. 615-23, 615-24A, 615-24B, 615-26, and 615-26A be considered together at this time.

RESOLUTION NO. 615-23 A RESOLUTION LIFTING THE CONDITION FROM RESOLUTION 813-27B OF PREVIOUS ZONING CASE NUMBER 2013-077 ON PROPERTY LOCATED AT 8440 PROVIDENCE ROAD.

RESOLUTION NO. 615-24A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 8217 AND 8219 OOLTEWAH GEORGETOWN ROAD.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

**RESOLUTION NO. 615-24B A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT, PROPERTIES
LOCATED AT 8217 AND 8219 OOLTEWAH GEORGETOWN ROAD.**

RESOLUTION NO. 615-25 WAS NOT USED.

**RESOLUTION NO. 615-26 A RESOLUTION GRANTING A SPECIAL PERMIT FOR A
RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED AT
8217 AND 8219 OOLTEWAH-GEORGETOWN ROAD.**

**RESOLUTION NO. 615-26A A RESOLUTION GRANTING A SPECIAL PERMIT FOR
A RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR PROPERTIES LOCATED
AT 8217 AND 8219 OOLTEWAH-GEORGETOWN ROAD.**

It was noted that Resolution No. 615-26A was a late item added to the agenda.

Commissioner Haynes asked that each resolution be considered separately.

ON MOTION of Commissioner Haynes, seconded by Commissioner Beck, to
adopt Resolution Nos. 615-23.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Chairman Fields asked if there was any discussion.

Commissioner Haynes, Chairman of the Zoning Committee provided details regarding Resolution Nos. 615-23 and stated the Zoning Committee reviewed and recommended approval.

Commissioner Mackey questioned whether Commissioner Bankston favored the resolution as the rezoning was in District 9. Commissioner Bankston indicated he did support the resolution.

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Commissioner Haynes, Chairman of the Zoning Committee provided details regarding Resolution Nos. 615-24A, 615-24B, 615-26, and 615-26A and stated that all four resolutions are for the same piece of property located at 8217 and 8219 Ooltewah

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Georgetown Road. The Zoning Committee reviewed Resolution No 615-26 and recommended approval with a condition requiring a left hand turn lane.

ON MOTION of Commissioner Haynes, seconded by Commissioner Boyd, to adopt Resolution No. 615-26A.

Chairman Fields asked if there was any discussion.

Commissioner Haynes noted that in the beginning there was public opposition from residents residing in the Georgetown Landing Subdivision. Mike Price, MAP Engineers reported that Georgetown Landing Subdivision residents were in opposition until it was agreed upon that a north bound left hand turn lane would be installed on Ooltewah Georgetown Road into the new development. The proposed lot sizes were also opposed by neighboring developments. In response Mr. Price handed out plat drawings of Seven Lakes Subdivision, Kings Valley Subdivision, and Providence Pointe Subdivisions. He noted that the three subdivisions are located within a two miles radius and were all built within the last seven to eight years. He added that all three subdivisions have varying lot sizes and the proposed sixty foot lot size meets the R-1 residential district zoning regulations. In closing he noted the large amount of open space and pointed out that the proposed development included an equestrian center.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Greg Haynes, Director of Development Services for the Regional Planning Agency noted that Residential Planned Unit Developments (PUD) classified as R-1 zoning do not allow one to operate a business. Further discussion about reclassifying the equestrian center portion of the PUD to A-1 took place between County Engineer Todd Leamon, Mr. Haynes, Commissioner Boyd, and Commissioner Haynes. It was decided that further time was needed.

ON MOTION of Commissioner Haynes, seconded by Commissioner Boyd, to postpone Resolution No. 615-26A until the June 24, 2015 Recessed Meeting.

The foregoing Motion to postpone 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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Commissioner Haynes, Chairman of the Zoning Committee noted that Resolution No. 615-24A was reviewed and recommended by the Zoning Committee with conditions that the overall density not exceed three dwellings per acre. Resolution No. 615-24B includes those conditions.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 615-24B.

Chairman Fields asked if there was any discussion. Commissioner Haynes indicated this resolution pertained to the previous item requiring changes to allow for an equestrian area. He felt it should also be postponed.

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to postpone Resolution No. 615-24B until the June 24, 2015 Recessed Meeting.

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

The foregoing Motion to postpone 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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

NO ACTION WAS TAKEN ON RESOLUTION NOS. 615-24A AND 615-26.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Chairman Fields asked that Resolution No. 615-32 be considered at this time.

RESOLUTION NO. 615-32 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO CHANGE THE ROADWAY NAME FOR THE FOLLOWING DISTRICT ROAD: WINNEPEG COURT TO WINNIPEG COURT.

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 615-32.

Chairman Fields asked if there was any discussion.

Commissioner Haynes noted that this item was simply correcting the spelling of the road name.

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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Chairman Fields asked that Resolution Nos. 615-21, 615-22, 615-27, 615-29, through 615-31, 615-33, 615-34, 615-37, 615-38 through 615-40, 615-42, and 615-43 be considered together at this time.

RESOLUTION NO. 615-21 A RESOLUTION ACCEPTING THE BID OF ROLL-AID INDUSTRIAL FOR APPLIANCES FOR EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$17,524.83 FOR THE DEPARTMENT OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 615-22 A RESOLUTION ACCEPTING THE BID OF VISIONS OF VIDEO FOR TELEVISIONS AND WALL MOUNTS FOR EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$105,095.00 FOR THE DEPARTMENT OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 615-27 A RESOLUTION ACCEPTING THE BID OF FORD OF MURFREESBORO FOR ONE (1) 4X4 UTILITY VEHICLE AMOUNTING TO \$27,239.00 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

RESOLUTION NO. 615-29 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$116,220.00 TO PROVIDE HEALTH CARE SAFETY NET PRIMARY CARE SERVICES TO UNINSURED ADULTS IN HAMILTON COUNTY AT THE HOMELESS HEALTH CARE CENTER FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016.

RESOLUTION NO. 615-30 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ENTER INTO AND EXECUTE A CONTINUATION CONTRACT FOR \$616,300.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF BIOTERRORISM PREPAREDNESS ACTIVITIES FOR THE 12 MONTH TIME PERIOD BEGINNING JULY 1, 2015 - JUNE 30, 2016 AND TO AMEND THE HOMELAND SECURITY AND HOMELAND STATE SECURITY-STATE APPR BUDGETS FOR FY 2016 BY ADDING \$79,300.00 TO THE REVENUE AND EXPENDITURE BUDGET.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

RESOLUTION NO. 615-31 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH THOMPSON ENGINEERING FOR GEOENVIRONMENTAL INSPECTION NECESSARY FOR CONSTRUCTION OF THE SALE CREEK VOLUNTEER FIRE HALL HEADQUARTERS FOR AN AMOUNT NOT TO EXCEED \$167,680.00 OF PREVIOUSLY BUDGETED FUNDS.

RESOLUTION NO. 615-33 A RESOLUTION ACCEPTING THE BID OF J&J CONTRACTORS, INC. FOR CONSTRUCTION OF THE DALLAS BAY FIRE HALL #2 RENOVATIONS AND ADDITIONS AMOUNTING TO \$2, 756,200 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 615-34 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF MAY 1, 2015, THROUGH MAY 31, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 615-37 A RESOLUTION TO AUTHORIZE THE EXPENDITURE OF SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$6,250,000), TO COMPLETE HAMILTON COUNTY'S OBLIGATION TO THE INDUSTRIAL DEVELOPMENT BOARD OF CHATTANOOGA FOR THE EXPANSION OF THE

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

**VOLKSWAGEN AUTOMOBILE ASSEMBLY PLANT AND TO AMEND THE
GENERAL FUND EXPENDITURE BUDGET ACCORDINGLY.**

**RESOLUTION NO. 615-38 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO SIGN A GRANT AGREEMENT WITH A TERM ENDING JUNE 30, 2016 WITH THE
TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE
SERVICES AND AMENDING THE RECOVERY COURT FUND BY ADDING \$425,000
TO THE REVENUE AND EXPENDITURE BUDGETS.**

**RESOLUTION NO. 615-39 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2015 TO JUNE 30, 2016
WITH MS. ELAINE KELLY TO SERVE AS COORDINATOR OF THE HAMILTON
COUNTY RECOVERY COURT PROGRAM.**

**RESOLUTION NO. 615-40 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2015 TO JUNE 30, 2016
WITH MR. JEFF S. HILL TO SERVE AS CASE MANAGER FOR THE HAMILTON
COUNTY RECOVERY COURT PROGRAM.**

**RESOLUTION NO. 615-42 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2015 TO JUNE 30, 2016**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

**WITH MR. JOHN ROBERT COOPER TO SERVE AS A CASE MANAGER FOR THE
HAMILTON COUNTY RECOVERY COURT PROGRAM.**

**RESOLUTION NO. 615-43 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO SUBMIT A JOINT APPLICATION WITH THE CITY OF CHATTANOOGA FOR A
2015 JUSTICE ASSISTANCE GRANT AND APPROVING THE USE OF THIS GRANT
BY THE HAMILTON COUNTY SHERIFF'S OFFICE.**

Commissioner Graham, Chairman of the Finance Committee provided details regarding Resolution Nos. 615-21, 615-22, 615-27, 615-29, through 615-31, 615-33, 615-34, 615-37, 615-38 through 615-40, 615-42, and 615-43 and stated that the Finance Committee reviewed and recommended approval.

**RESOLUTION NO. 615-41 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2015 TO JUNE 30, 2016,
WITH MS. CRYSTAL COUCH TO SERVE AS A PROGRAM ASSISTANT FOR THE
HAMILTON COUNTY RECOVERY COURT PROGRAM.**

For the record, Chairman Fields clarified that Resolution No. 615-41 was pulled after being heard in finance committee after last week's agenda session.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution Nos. 615-21, 615-22, 615-27, 615-29, through 615-31, 615-33, 615-34, 615-37, 615-38 through 615-40, 615-42, and 615-43.

Chairman Fields asked if there was any discussion.

Commissioner Mackey spoke regarding Resolution No. 615-37 and requested a list detailing the new hires once the Volkswagen Plant expansion is complete. He is interested in seeing how many of the new hires are from Hamilton County.

Commissioner Boyd spoke regarding Resolution No. 615-30 and asked Becky Barnes, Health Department Administrator to supply a list detailing the duties of the seven employees who work in the Bioterrorism Department for Hamilton County. Ms. Barnes added that the seven fulltime positions are required by the Centers for Disease Control and Prevention (CDC). She agreed to provide the requested information.

Commissioner Boyd spoke regarding Resolution No. 615-33 and asked the project's architect David Hudson, Artech Design Group to approach the podium. In response to Commissioner Boyd's question, Mr. Hudson explained that this particular volunteer fire station is being built out of brick and mortar because it sits between two county owned public schools and is also used as a community center. In addition he added that this project is an expansion and remodel of the current building. The

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

apparatus bay expansion is going to be primarily a metal building. Commissioner Boyd thanked Mr. Hudson for pointing out that Hamilton County engages in construction projects that are built for long term usage.

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

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Graham spoke regarding his choice to vote against the fiscal year 2015 -2016 Budget Resolution No. 615-35. He noted that he was not against the HES budget. He noted that his decision was for other reasons and thanked everyone for today's public discussions.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Commissioner Mackey reported that he did not favor putting the needs of animals ahead of the Sheriff's Department needs.

Mayor Coppinger thanked members of the staff and administrators for their hard work and assistance in putting the budget together for fiscal year 2015-16. He expressed his appreciation to the Commission for their input during this process.

In response to Clerk Knowles pointing out a Rule adopted in the Commission Order of Proceedings Attorney Taylor stated that the amendment to the budget will be prepared in writing and attached to Resolution No. 615-35.

Commissioner Smedley, Commissioner Fairbanks and Chairman Fields recognized that their spouses were in today's audience. Chairman Fields stated that tomorrow will be his 33rd wedding anniversary.

Commissioner Smedley stated that she looked forward to receiving concentrated figures for the Sheriff's proposed BRP.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JUNE 17, 2015**

Rick Carpenter, a resident at 3119 Chicalilly Avenue, who has addressed the Commission many times relating to his conflict with the Water and Wastewater Treatment Authority (WWTA), approached the podium. He requested an itemized billing statement from the attorney representing the WWTA for all his work over the past year. Chairman Fields reminded Mr. Carpenter that WWTA operates under a separate board and all concerns should be addressed by their board. He indicated this portion of the agenda was for the public to make announcements and not to ask questions of the Commission. In closing Mr. Carpenter added that the Tennessee Local Development Review Board doesn't recognize the unassigned agency status that has been assigned to WWTA.

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, June 24, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

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

MONTH: March 2015

SOURCE: IFAS GL2031 Report

	Month of March 2015			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 6,100.64	\$ 927.00	\$ 7,027.64	\$ 54,087.05
Fees and Commissions	(2,200.50)	22,359.95	20,159.45	181,254.37
Interest	192.13		192.13	1,611.48
Miscellaneous	400.00	322.30	722.30	6,467.25
Data Processing Fees		927.63	927.63	8,406.00
Courtroom Security Fees	78.00		78.00	494.00
Other - Adjustments			-	-
Total Revenue	<u>4,570.27</u>	<u>24,536.88</u>	<u>29,107.15</u>	<u>252,320.15</u>
Expenditures				
Salaries	63,191.71	43,610.71	106,802.42	1,003,914.21
Employee Benefits	39,555.84	27,658.47	67,214.31	622,730.41
Other Operating Expenditures	2,600.78	8,512.99	11,113.77	66,698.78
Other - Adjustments			-	-
Total Expenditures	<u>105,348.33</u>	<u>79,782.17</u>	<u>185,130.50</u>	<u>1,693,343.40</u>
Revenues over (under) Expenditures	(100,778.06)	(55,245.29)	(156,023.35)	(1,441,023.25)
Appropriation from Hamilton County	196,122.40		196,122.40	1,451,305.72
Net Change in Fund Balance	<u>\$ 95,344.34</u>	<u>\$ (55,245.29)</u>	<u>40,099.05</u>	<u>10,282.47</u>
Fund Balance at the Beginning of the Period			<u>513,437.71</u>	<u>543,254.29</u>
Fund Balance at the End of the Period			<u>\$ 553,536.76</u>	<u>\$ 553,536.76</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for March 2015.



Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 19th day of June 2015.

Notary Public

My Commission Expires: 2/25/17

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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

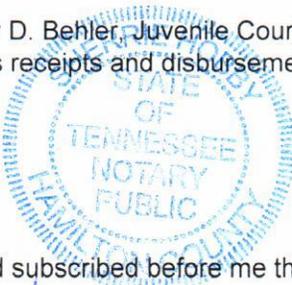
REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

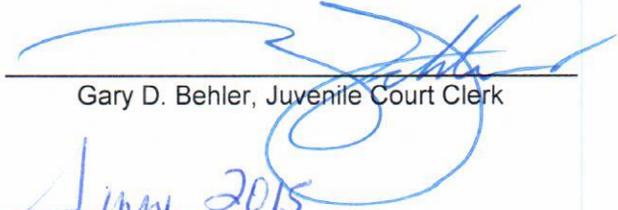
MONTH: April 2015

SOURCE: IFAS GL2031 Report

	Month of April 2015			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 4,169.01	\$ 1,318.00	\$ 5,487.01	\$ 59,574.06
Fees and Commissions	1,315.20	21,073.70	22,388.90	203,643.27
Interest	184.15		184.15	1,795.63
Miscellaneous	445.10	287.50	732.60	7,199.85
Data Processing Fees		992.00	992.00	9,398.00
Courtroom Security Fees	46.00		46.00	540.00
Other - Adjustments			-	-
Total Revenue	<u>6,159.46</u>	<u>23,671.20</u>	<u>29,830.66</u>	<u>282,150.81</u>
Expenditures				
Salaries	63,217.00	43,610.74	106,827.74	1,110,741.95
Employee Benefits	38,845.07	27,046.35	65,891.42	688,621.83
Other Operating Expenditures	2,075.17	4,787.30	6,862.47	73,561.25
Other - Adjustments			-	-
Total Expenditures	<u>104,137.24</u>	<u>75,444.39</u>	<u>179,581.63</u>	<u>1,872,925.03</u>
Revenues over (under) Expenditures	(97,977.78)	(51,773.19)	(149,750.97)	(1,590,774.22)
Appropriation from Hamilton County	143,817.26		143,817.26	1,595,122.98
Net Change in Fund Balance	<u>\$ 45,839.48</u>	<u>\$ (51,773.19)</u>	<u>(5,933.71)</u>	<u>4,348.76</u>
Fund Balance at the Beginning of the Period			553,536.76	543,254.29
Fund Balance at the End of the Period			<u>\$ 547,603.05</u>	<u>\$ 547,603.05</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for April 2015.




Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 19th day of June 2015.


Notary Public

My Commission Expires: 2/25/17



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: June 10, 2015

Attached is a copy of the monthly Trustee's excess fee report for the month of May, 2015.

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

	May 2015	YTD May 2015
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	400.00	60,400.00
44201 - STATUTORY FEES 1%	179,725.55	2,004,226.59
44202 - STATUTORY FEES 2%	46,378.73	5,595,616.05
44203 - STATUTORY FEES OTHER	121.16	12,852.58
44204 - DELINQUENT TAX FEES	78,234.40	379,119.14
46112 - INTEREST	597.32	6,819.55
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	305,457.16	8,059,033.91
EXPENDITURES		
51001 - SALARIES	59,744.97	711,098.68
51001 - CONTRACT EMPLOYEE	-	1,568.00
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	275.05	3,104.94
53037 - SPECIAL LEGAL SERVICES	12.00	144.48
53042 - MEETINGS, SEMINARS, ETC.	389.00	674.00
53044 - POSTAGE, FREIGHT AND OTHER	-	28,932.09
53045 - LEGAL NOTICES AND ADVERTISING	-	100.86
53047 - MEMBERSHIPS	-	810.00
53049 - PARKING	402.72	4,329.24
53050 - MISC PURCHASED SERVICE	44.80	1,197.50
53051 - CONTRACT LEGAL SERVICES	922.67	2,328.01
53059 - SECURITY SERVICES	630.37	6,912.12
53065 - BANK ANALYSIS FEE	9,965.58	136,577.27
54001 - OFFICE SUPPLIES & FORMS	-	11,585.19
54002 - SMALL TOOLS & MINOR FURNITURE	-	4,823.20
54004 - KITCHEN FOOD & SUPPLIES	66.20	1,121.25
54030 - MISCELLANEOUS SUPPLIES & PARTS	406.00	681.00
57007 - PERFORMANCE & SURETY BONDS	-	112.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	7,441,673.67
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	2,959.30
59022 - SOFTWARE AND SUPPLIES	-	990.60
59092 - MISC REFUNDS	400.00	1,926.65
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	(0.01)	4,413.62
Total EXPENDITURES:	73,259.35	8,368,063.67
Revenues over (under) Expenditures	232,197.81	(309,029.76)
Excess Fees at Beginning of Period	232,730.91	773,958.48
Excess Fees at End of Period	464,928.72	464,928.72

Bill Hullander
 Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, 6/10/15
Susan L. Bedwell
 Notary Public
 My Commission Expires 6/20/18



RECEIVED

Date 6-10-15
 By *W.F. (Bill) Knowles*
 W.F. (Bill) Knowles
 County Clerk

RECEIVED
JAN 10 1977
W. F. (Bill) Knowlton
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: June 10, 2015

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of May 2015.

WFK/dkr

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

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

RECEIVED
Date 6-10-15
By Bill Knowles
W.F. (Bill) Knowles
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	0.00	0.00	0.00	0.00
11010	TRUSTEE CONCENTRATION	16,615,516.02	271,662,228.96	259,201,319.85	29,076,425.13
11020	CHILD CARE	262,248.68	270,112.62	262,248.68	270,112.62
11030	FOOD SERVICE DEPOSITORY	2,539,443.53	3,904,093.27	1,708,935.47	4,734,601.33
11040	SHERIFF COMMISSARY	9,884.54	0.41	29.61	9,855.34
11060	1ST TN GENERAL	0.00	0.00	0.00	0.00
	Total Cash in Bank	<u>19,429,544.75</u>	<u>275,836,435.26</u>	<u>261,172,533.61</u>	<u>34,093,446.40</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	1,694.38	134,162,467.65	134,158,910.53	5,251.50
11050	BOE CASH RECEIPT SWEEP	(0.00)	43,765,607.57	43,765,607.57	(0.00)
	Total Bank Deposits in Transit	<u>1,694.38</u>	<u>177,928,075.22</u>	<u>177,924,518.10</u>	<u>5,251.50</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(1,674,249.91)	12,087,368.00	14,069,080.00	(3,655,961.91)
22202	FOOD SERVICE CHECK PAYABLE	(208,229.34)	964,431.03	861,580.49	(105,378.80)
22203	SHERIFF COMMISSARY CHECK PAYAB	(3,821.17)	29.61	0.00	(3,791.56)
22206	DOE A/P CHECK PAYABLE	(1,775,831.83)	10,961,852.09	10,882,094.69	(1,696,074.43)
22280	COUNTY PAYROLL CHECKS PAYABLE	(2,038.32)	4,165,053.23	4,165,338.11	(2,323.20)
22281	DOE PAYROLL CHECK PAYABLE	(13,736.98)	11,592,878.34	11,593,467.52	(14,326.16)
22285	DOE PAYROLL TAX PAYABLE	6,990.20	4,148,798.18	4,148,798.18	6,990.20
22286	DOE RETIREMENT PLANS	0.00	2,093,498.08	2,093,498.08	0.00
	Total Bank Outstanding Checks	<u>(3,670,917.35)</u>	<u>46,013,908.56</u>	<u>47,813,857.07</u>	<u>(5,470,865.86)</u>
	TOTAL CASH	<u>15,760,321.78</u>	<u>499,778,419.04</u>	<u>486,910,908.78</u>	<u>28,627,832.04</u>
Other Assets					
11402	DUE FROM BAD CHECKS	885.07	1,943.59	1,943.59	885.07
	Total Other Assets	<u>885.07</u>	<u>1,943.59</u>	<u>1,943.59</u>	<u>885.07</u>

Hamilton County Trustee Report

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
TOTAL ASSETS		15,761,206.85	499,780,362.63	486,912,852.37	28,628,717.11
Other Assets					
11102	CLERK & MASTER	0.00	0.00	0.00	0.00
Total Other Assets		0.00	0.00	0.00	0.00
TOTAL ASSETS		15,761,206.85	499,780,362.63	486,912,852.37	28,628,717.11
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(10,898,376.28)	32,029,896.01	31,178,950.62	(10,047,430.89)
22251	FOOD SERVICE	(2,327,798.48)	1,606,341.57	3,917,555.04	(4,639,011.95)
22255	BOE PAYROLL	(247,153.19)	18,832,117.38	18,884,596.25	(299,632.06)
22256	BOE SELF INSURANCE	695,057.07	5,172,271.56	6,544,972.34	(677,643.71)
22257	CAPITAL MAINTENANCE	(310,625.17)	106,774.16	953.23	(204,804.24)
22401	EXCESS FEES	(200,180.91)	245,285.78	226,238.94	(181,134.07)
22407	PAYROLL COUNTY	(803,509.78)	7,055,572.86	7,061,497.37	(809,434.29)
22408	STORMWATER	(1,122,743.52)	42,780.87	7,928.18	(1,087,890.83)
22409	DRUG COURT	(27,050.99)	32,613.30	21,310.20	(15,747.89)
22410	COUNTY GENERAL	(3,294,575.40)	47,542,267.23	45,791,203.82	(1,543,511.99)
22412	GENERAL DEBT SERVICE	(503.73)	63,086.48	63,062.95	(480.20)
22413	OPEB TRUST	12,458.97	2.60	0.00	12,461.57
22414	EMPLOYEES RETIREMENT	(117,271.02)	10,931.38	10,000.00	(116,339.64)
22415	TEACHERS RETIREMENT	(3,411.55)	600.00	299.00	(3,110.55)
22416	LAW LIBRARY	(603.68)	2,963.35	2,847.43	(487.76)
22418	ECONOMIC CRIMES	(500.11)	3,325.68	3,325.67	(500.10)
22419	GEN GOV'T BOND PROJECTS	1,314,078.31	169,698.61	1,450,154.61	33,622.31
22420	CAPITAL PROJECTS	(9,348.14)	18,973.76	20,022.45	(10,396.83)
22421	INDUSTRIAL DEVELOPMENT	(36,417.45)	8,278,552.90	7,857,874.67	384,260.78
22422	RIVERWALK/FISHING PIER	372,796.02	327,205.12	704,989.59	(4,988.45)
22423	RECREATION CAPITAL PROJECTS	4.12	73,560.05	77,896.03	(4,331.86)
22426	SELF INSURANCE	(2,495.66)	4,701,898.08	4,701,934.08	(2,531.66)
22428	LIABILITY INSURANCE	(2,489.22)	7,318.21	7,329.57	(2,500.58)
22430	HOTEL/MOTEL	(592,306.01)	592,306.01	591,005.57	(591,005.57)

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22434	JUVENILE COURT CLERK AGENCY	(28,135.61)	296,853.61	271,548.88	(2,830.88)
22435	FACILITY BONDS-SERIES 2010A	(2,812.16)	0.00	0.59	(2,812.75)
22436	BOND FUND-SERIES 2010B	(873,950.61)	0.00	182.07	(874,132.68)
22437	ECONOMIC BONDS-SERIES 2010C	0.00	0.00	0.00	0.00
22447	11 BOND	(0.03)	0.03	0.00	0.00
22449	SCHOOL CAPITAL PROJECTS FUND	(2,035,037.15)	245,443.42	358,280.89	(2,147,874.62)
22461	CRIMINAL COURT	(553,614.54)	320,727.38	264,835.92	(497,723.08)
22462	CRIMINAL COURT SESSIONS	(52,990.72)	368,884.83	302,445.73	13,448.38
22463	DELINQUENT COLLECTIONS	(324,651.88)	144,557.01	111,329.20	(291,424.07)
22470	2013A BOND	(932.21)	0.00	0.19	(932.40)
22471	2013B BOND REFUNDING	(0.72)	0.00	0.00	(0.72)
22472	LINE OF CREDIT	(3,125.87)	1,806,787.53	1,810,453.50	(6,791.84)
22473	2015A BOND	0.00	104,933,587.50	104,753,436.96	180,150.54
22483	SHERIFF	(4,114.19)	3,713,711.69	3,835,044.07	(125,446.57)
22484	DRUG ENFORCEMENT-SHERIFF	(2,498.21)	20,530.30	18,504.30	(472.21)
22485	TN STATE SEX OFFENDER	(69,740.47)	3,222.50	2,264.22	(68,782.19)
22489	SHERIFF'S SPECIAL PROJECTS	(17,480.22)	7,788.79	3,141.27	(12,832.70)
22498	SYMPRO INVESTMENT POOL	7,580,653.23	58,833,314.83	69,680,771.69	(3,266,803.63)
Total Cash Held for Hamilton County Funds		<u>(13,991,397.16)</u>	<u>297,611,752.37</u>	<u>310,538,187.09</u>	<u>(26,917,831.88)</u>
Cash Held for Others					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(879.30)	0.00	84.38	(963.68)
23301	PROPERTY TAX SALE	(890,565.00)	0.00	0.00	(890,565.00)
23302	PARTIAL TAXES-PENDING PAYMENT	(34,191.14)	0.00	17,176.07	(51,367.21)
Total Cash Held for Others		<u>(943,171.47)</u>	<u>0.00</u>	<u>17,260.45</u>	<u>(960,431.92)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	445.31	1,789,276.49	1,788,384.43	1,337.37
22800	INTEREST PAYMENT FUTURE	(0.00)	8,283.34	8,283.34	(0.00)
Total Clearing Account Activity		<u>445.31</u>	<u>1,797,559.83</u>	<u>1,796,667.77</u>	<u>1,337.37</u>

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Liabilities not Applicable					
22200	VENDOR-SYSTEM	0.00	22,296.40	22,578.39	(281.99)
22205	OTHER	0.00	0.00	0.00	0.00
22400	TEMPORARY CASH TRANSFER	0.00	8,000,000.00	8,000,000.00	0.00
22503	MISC HELD FOR OTHERS	0.00	0.00	0.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
Total Liabilities not Applicable		<u>(33,897.66)</u>	<u>8,022,296.40</u>	<u>8,022,578.39</u>	<u>(34,179.65)</u>
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	604,666.99	604,666.99	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	12,060.29	12,060.29	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>(0.00)</u>	<u>616,727.28</u>	<u>616,727.28</u>	<u>0.00</u>
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	(0.00)	731,598.38	731,598.38	(0.00)
22702	OSAP TAX	(0.00)	34.60	34.60	(0.00)
22703	IN LIEU OF TAX	0.00	25,960.21	25,960.21	0.00
22704	PERSONALTY TAX	0.00	21,593.16	21,593.16	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(0.00)	33,819.83	33,819.83	(0.00)
22712	OSAP TAX I&P	0.00	0.52	0.52	0.00
22713	IN LIEU OF TAX I&P	0.00	2,336.42	2,336.42	0.00
22714	PERSONALTY TAX I&P	(0.00)	1,001.53	1,001.53	(0.00)
22721	PROPERTY TAX REFUNDS	0.00	3,973.89	3,973.89	0.00
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	2,091.12	2,091.12	0.00
22731	PROPERTY TAX I&P REUND	0.00	414.07	414.07	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	6.26	6.26	0.00
22799	COMM DUE ON TAX COLLECTED	(0.00)	16,173.93	16,173.82	0.11

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Total	<u>(0.00)</u>	<u>839,003.92</u>	<u>839,003.81</u>	<u>0.11</u>
	Total for Org Key: 0001150 DEPARTMENT OF EDUCATION	<u>(0.00)</u>	<u>839,003.92</u>	<u>839,003.81</u>	<u>0.00</u>
	Total Clearing Account Activity - County Funds	<u>(0.00)</u>	<u>1,455,731.20</u>	<u>1,455,731.09</u>	<u>0.11</u>

Cash Held for Municipalities

Key: 0001010 CITY OF EAST RIDGE

22701	PROPERTY TAX	(52,504.76)	52,504.76	48,825.29	(48,825.29)
22702	OSAP TAX	(24.43)	24.43	0.00	0.00
22704	PERSONALTY TAX	(12,304.25)	12,304.25	808.92	(808.92)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,423.07)	1,423.07	2,023.87	(2,023.87)
22712	OSAP TAX I&P	(0.37)	0.37	0.00	0.00
22714	PERSONALTY TAX I&P	(347.00)	347.00	49.52	(49.52)
22721	PROPERTY TAX REFUNDS	655.48	0.00	655.48	0.00
22724	PERSONALTY TAX REFUND	0.00	63.74	0.00	63.74
22731	PROPERTY TAX I&P REUND	5.96	0.00	5.96	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	1.58	0.00	1.58
22751	HOTEL MOTEL OCCUPANCY TAX	(32,807.15)	32,807.15	30,726.98	(30,726.98)
22755	SANITATION	(22,555.00)	22,555.00	19,917.83	(19,917.83)
22756	SANITATION I & P	(611.05)	611.05	873.68	(873.68)
22799	COMM DUE ON TAX COLLECTED	1,647.13	1,340.12	1,646.92	1,340.33
	Total Cash Held for Municipalities	<u>(120,268.51)</u>	<u>123,982.52</u>	<u>105,534.45</u>	<u>(101,820.44)</u>
	Total for Org Key: 0001010 CITY OF EAST RIDGE	<u>(120,268.51)</u>	<u>123,982.52</u>	<u>105,534.45</u>	<u>(101,820.44)</u>

Key: 0001020 RED BANK MUNICIPAL

22701	PROPERTY TAX	(28,341.15)	28,341.15	20,554.45	(20,554.45)
22702	OSAP TAX	(12.07)	12.07	0.00	0.00
22704	PERSONALTY TAX	(3,095.00)	3,095.00	520.38	(520.38)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22711	PROPERTY TAX I&P	(775.60)	775.60	883.11	(883.11)
22712	OSAP TAX I&P	(0.18)	0.18	0.00	0.00
22714	PERSONALTY TAX I&P	(92.50)	92.50	68.67	(68.67)
22721	PROPERTY TAX REFUNDS	462.12	213.57	462.12	213.57
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	3.69	0.00	3.69	0.00
22741	STORMWATER FEES	(2,736.00)	2,736.00	1,903.01	(1,903.01)
22742	STORMWATER FEES I&P	(78.84)	78.84	82.41	(82.41)
22755	SANITATION	(11,985.33)	11,985.33	8,667.75	(8,667.75)
22756	SANITATION I & P	(326.95)	326.95	380.99	(380.99)
22799	COMM DUE ON TAX COLLECTED	665.17	456.11	665.16	456.12
Total		<u>(46,312.64)</u>	<u>48,113.30</u>	<u>34,191.74</u>	<u>(32,391.08)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(46,312.64)</u>	<u>48,113.30</u>	<u>34,191.74</u>	<u>(32,391.08)</u>
 Key: 0001030 SODDY DAISY MUNICIPAL					
22701	PROPERTY TAX	(46,726.04)	46,726.04	26,430.78	(26,430.78)
22702	OSAP TAX	(13.50)	13.50	0.00	0.00
22704	PERSONALTY TAX	(3,438.96)	3,438.96	1,170.89	(1,170.89)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,430.58)	1,430.58	1,790.76	(1,790.76)
22712	OSAP TAX I&P	(0.20)	0.20	0.00	0.00
22714	PERSONALTY TAX I&P	(84.54)	84.54	50.74	(50.74)
22721	PROPERTY TAX REFUNDS	0.00	2,148.75	0.00	2,148.75
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	386.75	0.00	386.75
22799	COMM DUE ON TAX COLLECTED	1,033.90	538.15	1,033.88	538.17
Total		<u>(50,659.92)</u>	<u>54,767.47</u>	<u>30,477.05</u>	<u>(26,369.50)</u>
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		<u>(50,659.92)</u>	<u>54,767.47</u>	<u>30,477.05</u>	<u>(26,369.50)</u>

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Key: 0001040 COLLEGEDALE MUNICIPAL					
22701	PROPERTY TAX	(20,025.77)	20,025.77	8,518.58	(8,518.58)
22702	OSAP TAX	(4.20)	4.20	0.00	0.00
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(924.09)	924.09	113.82	(113.82)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(573.78)	573.78	376.75	(376.75)
22712	OSAP TAX I&P	(0.06)	0.06	0.00	0.00
22714	PERSONALTY TAX I&P	(12.08)	12.08	4.56	(4.56)
22721	PROPERTY TAX REFUNDS	0.00	88.11	0.00	88.11
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	(97.67)	97.67	101.28	(101.28)
22799	COMM DUE ON TAX COLLECTED	431.78	179.52	431.78	179.52
	Total	<u>(21,205.87)</u>	<u>21,905.28</u>	<u>9,546.77</u>	<u>(8,847.36)</u>
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		<u>(21,205.87)</u>	<u>21,905.28</u>	<u>9,546.77</u>	<u>(8,847.36)</u>
 Key: 0001050 RIDGESIDE MUNICIPAL					
22701	PROPERTY TAX	(132.66)	132.66	0.00	0.00
22702	OSAP TAX	(0.62)	0.62	0.00	0.00
22704	PERSONALTY TAX	(232.04)	232.04	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(3.98)	3.98	0.00	0.00
22712	OSAP TAX I&P	(0.01)	0.01	0.00	0.00
22714	PERSONALTY TAX I&P	(6.95)	6.95	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	7.54	0.00	7.53	0.01
	Total	<u>(368.72)</u>	<u>376.26</u>	<u>7.53</u>	<u>0.01</u>
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		<u>(368.72)</u>	<u>376.26</u>	<u>7.53</u>	<u>0.01</u>

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Key: 0001060 LAKESITE					
22701	PROPERTY TAX	(338.67)	338.67	719.36	(719.36)
22702	OSAP TAX	(0.42)	0.42	0.00	0.00
22704	PERSONALTY TAX	(26.20)	26.20	20.01	(20.01)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(9.70)	9.70	43.73	(43.73)
22712	OSAP TAX I&P	(0.01)	0.01	0.00	0.00
22714	PERSONALTY TAX I&P	(0.51)	0.51	0.90	(0.90)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	7.51	15.68	7.51	15.68
	Total	<u>(368.00)</u>	<u>391.19</u>	<u>791.51</u>	<u>(768.32)</u>
Total for Org Key: 0001060 LAKESITE		<u>(368.00)</u>	<u>391.19</u>	<u>791.51</u>	<u>(768.32)</u>
Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(4,997.60)	4,997.60	4,049.44	(4,049.44)
22702	OSAP TAX	(0.81)	0.81	0.00	0.00
22704	PERSONALTY TAX	(164.27)	164.27	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(149.87)	149.87	179.03	(179.03)
22712	OSAP TAX I&P	(0.01)	0.01	0.00	0.00
22714	PERSONALTY TAX I&P	(4.84)	4.84	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	106.35	84.57	106.35	84.57
	Total	<u>(5,211.05)</u>	<u>5,401.97</u>	<u>4,334.82</u>	<u>(4,143.90)</u>
Total for Org Key: 0001070 WALDEN MUNICIPAL		<u>(5,211.05)</u>	<u>5,401.97</u>	<u>4,334.82</u>	<u>(4,143.90)</u>
Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(548,791.16)	549,997.25	544,476.64	(543,270.55)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00

**Hamilton County
Trustee Report**

For the Date Range: 05/01/2015 to 05/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Total Key: 0001080 CITY OF CHATTANOOGA	<u>(548,791.16)</u>	<u>549,997.25</u>	<u>544,476.64</u>	<u>(543,270.55)</u>
Total for Org Key: 0001080	CITY OF CHATTANOOGA	<u>(548,791.16)</u>	<u>549,997.25</u>	<u>544,476.64</u>	<u>(543,270.55)</u>
	TOTAL CASH HELD FOR MUNICIPALITIES	<u>(793,185.87)</u>	<u>1,421,662.52</u>	<u>1,346,087.79</u>	<u>(717,611.14)</u>
	TOTAL LIABILITIES AND EQUITY	<u>(15,761,206.85)</u>	<u>309,692,275.04</u>	<u>322,559,785.30</u>	<u>(28,628,717.11)</u>
	Total for Report:	<u>0.00</u>	<u>809,472,637.67</u>	<u>809,472,637.66</u>	<u>0.00</u>



Hamilton County Board of Commissioners RESOLUTION

No. 715-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE BOND OF THE SUPERINTENDENT OF SCHOOLS, AND THE BOND 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 persons named on the attached listing labeled **"REPORT FROM THE OFFICE OF THE COUNTY CLERK"** have given approved bonds for the office of Notary Public and have taken the oath of office; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **"BOND OF THE SUPERINTENDENT OF SCHOOLS"** has presented the bond of office; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **"THE BOND OF DEPUTY SHERIFF"** has presented the bond of office.

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

1. That the persons named on the listing labeled **"HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS"** are hereby approved as applicants to be submitted to the Secretary of State; and

2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That the person named on the listing labeled **“THE BOND OF THE SUPERINTENDENT OF SCHOOLS”** is accepted and the bond therefore is approved as taken; and
4. That the person named on the listing labeled **“THE BOND OF DEPUTY SHERIFF”** is accepted and the bond therefore is approved as taken; and
5. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 1, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 1, 2015

NAME	RESIDENCE	BUSINESS
Michelle Apps	9309 Mtn. Shadows Drive Chattanooga, TN 37421 423-702-5191	R & R Outdoor 3146 St. Elmo Avenue Chattanooga, TN 37408 423-752-2277
Lisa A. Atherton	2636 Churchhill Downs Circle Chattanooga, TN 37421 423-954-1172	SunTrust Bank 736 Market Street Chattanooga, TN 37402 423-757-3486
Carol L. Ballard	1091 Pointed Rock Lane Hixson, TN 37343 423-842-6946	Horton, Ballard, & Pemerton 735 Broad St., Ste. 306 Chattanooga, TN 37402 423-826-2640
Nick Barnett	1709 Long Street Chattanooga, TN 37408 423-385-5775	Steam Logistics, LLC 835 Georgia Ave., Ste. 400 Chattanooga, TN 37402 855-671-9885
Sandra Blaylock	18 Woody Terrace Rossville, GA 30741 706-820-6679	American Alternator 3208 Rossville Blvd. Chattanooga, TN 37407 423-622-1992
Michael Bogardus	221 Promise Heights Drive Ringgold, GA 30736 706-409-3009	Ham Co Juvenile Court 1600 E. 3rd St. Chattanooga, TN 37404 423-209-5158
Neocia N. Bolton	1509 E. 28th Street Chattanooga, TN 37404 423-298-6721	ARB Enterprises Same Same 423-624-4429
Julie Brown	145 Cleve Street Ringgold, GA 30736 404-857-5292	BB&T 2120 Gunbarrel Rd. Chattanooga, TN 37421 423-892-3686
Ranece Brown	3937 Allgood Court Chattanooga, TN 37406 901-494-1649	UTC 615 McCallie Ave. Chattanooga, TN 37403 423-425-5346
Lisa Carstens	6397 Lee Highway, Suite 100 Chattanooga, TN 37421 423-463-5604	Miller Motte Technical College 6397 Lee Highway, Suite 100 Chattanooga, TN 37421 423-510-2777

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 1, 2015**

NAME	RESIDENCE	BUSINESS
Freida Carter	2918 Addison Road Chattanooga, TN 37406 423-653-8338	City of Chattanooga 1250 Market St., Ste. 1000 Chattanooga, TN 37402 423-643-5800
Angela M. Carter	6400 Nicklaus Court Hixson, TN 37343 423-593-0884	Stein Construction Company 3611 Amnicola Highway Chattanooga, TN 37406 423-698-0271
Sherie Carter	2818 Cloud Springs Road Rossville, GA 30741 912-515-8232	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
L. Cast	1313 Hixson Pike, #3 Chattanooga, TN 37405 951-775-6379	Chambliss, Bahner, & Stophel, P.C. 605 Chesnut St., Ste. 1700 Chattanooga, TN 37450 423-321-0407
Kimberly Chapman	11277 McGill Road Soddy Daisy, TN 37379 423-805-4576	McMahan Law Firm 323 High Street Chattanooga, TN 37403 423-265-1100
Christina M. Coleman	12200 Plow Lane Soddy Daisy, TN 37379 423-827-5895	Comtrust Federal Credit Union 5587 Highway 153 Hixson, TN 37373 423-870-0001
Hannah Courtney	6370 Frankfurt Road Ooltewah, TN 37363 586-719-8884	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Valda S. Cowan	3535 Mtn Creek Rd., Apt. 1202 Chattanooga, TN 37415 423-304-4485	Hamilton County Govt. 6215 Dayton Blvd. Hixson, TN 37343 423-847-4835
Cathie G. Cox	1903 Bowen Road Chattanooga, TN 37412 423-867-9148	I.U.O.E Local Union No. 917 9830 Lee Parkway West Chattanooga, TN 37421 423-893-6176
Jada W. Creech	510 Gordon Street Chickamauga, GA 30707 423-645-5133	The Covenant Group Insurance 951 Eastgate Loop, Suite 102 Chattanooga, TN 37411 423-855-8484

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 1, 2015

NAME	RESIDENCE	BUSINESS
Kathy Cresswell	608 Browns Ferry Road Chattanooga, TN 37419 423-821-6376	Keefe Plumbing 1820 E. 23rd St. Chattanooga, TN 37404 423-622-3178
Paul E. Crosby	9303 Seasons Drive Chattanooga, TN 37421 423-503-6533	City of Collegedale P.O. Box 1880 Collegedale, TN 37315 423-396-3135
Lori S. Cross	4715 Bonny Oaks Drive, #1103 Chattanooga, TN 37416 256-309-9668	ProX Powersports, Inc. 6101 Mountain View Road Ooltewah, TN 37363 423-238-4321
William B. Cummings	5750 Lake Resort Dr., Apt. B103 Chattanooga, TN 37415 423-509-9333	Steam Logistics, LLC 835 Georgia Ave., Ste. 400 Chattanooga, TN 37402 855-671-9885
Susan M. Davidson	2320 Red Hill Valley Rd. SE Cleveland, TN 37323 423-473-2903	UTC 615 McCallie Ave., 109 Race Hall Chattanooga, TN 37403 423-425-4416
Vince Dean	1633 John Ross Road East Ridge, TN 37412 423-867-2857	Hamilton County Govt 600 Market St., Suite 102 Chattanooga, TN 37402 423-209-7540
Debra B. Engholm	843 Shell Road Dunlap, TN 37327 423-949-6752	Ham. Co. Community Corrections 6215 Dayton Blvd. Hixson, TN 37343 423-843-4780
Katelynn Fuentes	4111 E. Freedom Circle Ooltewah, TN 37363 904-521-8757	Massey & Associates 1024 E. M L King Blvd. Chattanooga, TN 37403 423-697-4529
Erin Fuller	193 Hunter Run PL NW Cleveland, TN 37312 423-650-0828	First Tennessee Bank 1 Cherokee Blvd. Chattanooga, TN 37405 423-209-2640
Becky Ginder	300 W 6th St., Apt. 702 Chattanooga, TN 37402 423-834-6512	Hutton 736 Cherry St. Chattanooga, TN 37402 423-756-9267

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 1, 2015**

NAME	RESIDENCE	BUSINESS
Julie A. Goodwin	68 Winter Lane Ringgold, GA 30736 706-937-2802	Unum 1 Fountain Square Chattanooga, TN 37402 423-294-8444
Donald A. Gorman, Jr.	12218 Macon Way Soddy Daisy, TN 37379 423-332-0688	Ham. Co. Sheriff's Office 600 Market St. Chattanooga, TN 37402 423-209-7011
Teresa Griffin	204 Sunrise Drive Rossville, GA 30741 423-877-2572	EPB P.O. Box 182255 Chattanooga, TN 37422 423-648-1485
Deonte Grimes	7089 Buttercup Lane Ooltewah, TN 37363 423-305-4320	LoanMax 5522 Brainerd Road Chattanooga, TN 37411 423-499-6088
Bruce H. Guthrie, II	7316 Brookside Drive Chattanooga, TN 37421 423-991-4953	Self-Employed Same Same Same
Jessica Hand	6207 Hidden Hill Road Harrison, TN 37341 423-847-7870	Unum 1 Fountain Square Chattanooga, TN 37402 423-294-9322
Thomas Harris	1349 Moore Road Charleston, TN 37310 423-596-2394	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Robin Hastings	8411 Denison Lane Oolewah, TN 37363 423-227-3341	First Volunteer Bank 1834 Gunbarrel Road Chattanooga, TN 37421 423-668-4652
C. Holcombe	1005 Wren Circle Chattanooga, TN 37421 423-424-8741	Regions Private Wealth Mgmt. 601 Market St., 2nd Floor Chattanooga, TN 37402 423-752-1532
Angela F. Holman	13717 County Road 91 Bryant, AL 35958 423-309-2420	McCallie School 500 Dodds Avenue Chattanooga, TN 37404 423-493-5785

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 1, 2015**

NAME	RESIDENCE	BUSINESS
Rita Lorraine Hubbard	311 N. Moore Road Chattanooga, TN 37411 423-490-0964	N/A N/A N/A N/A
Susan R. Humphreys	2923 Nurick Drive Chattanooga, TN 37415 423-443-0724	Humphreys & Associates, et al 535 Chesnut St., Ste. 237 Chattanooga, TN 37402 423-664-8992
Charlotte Humphries	7700 Runyan Road Georgetown, TN 37336 423-304-5763	Wallace Tile, Inc. 1205 Latta Street Chattanooga, TN 37406 423-698-4452
Emmanuel B. Jackson	7123 Holland Lane Chattanooga, TN 37421 423-635-4644	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Aimee Johnson	350 Cornerstone Drive Ringgold, GA 30736 423-255-1505	Belfor Property Restoration 4317 North Creek Road Chattanooga, TN 37406 423-486-1980
Julie Junge	5748 Courtyard Circle Chattanooga, TN 37415 423-876-1103	Lawrence & Lawrence, PLLC 200 E. 8th Street Chattanooga, TN 37402 423-756-5031
April D. Lovelady	713 Belle Vista Avenue Chattanooga, TN 37411 931-259-7173	Cash Express, LLC 4927 Brainerd Road Chattanooga, TN 37411 423-899-6808
Neekos Lowery	145 Hendricks Blvd. Chattanooga, TN 37405 423-503-6071	UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37412 423-499-4440
William McInnis	7603 Maplehurst Drive Ooltewah, TN 37363 423-910-1856	Erlanger Southside, et al 1200 Dodson Avenue Chattanooga, TN 37406 423-778-2805
Lorraine Monroe	2114 Dallas Lake Road Soddy Daisy, TN 37379 423-842-6051	Ashland Terrace Animal Hospital 907 Ashland Terrace Chattanooga, TN 37415 423-877-4576

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 1, 2015

NAME	RESIDENCE	BUSINESS
Debbie S. Morrison	6815 Buck Tail Drive Harrison, TN 37341 423-344-9458	Belfor Property Restoration 4317 North Creek Road Chattanooga, TN 37406 423-486-1980
Dorothy A. Morton	401 Glenwood Drive Chattanooga, TN 37404 423-629-9874	HCDE 3074 Hickory Valley Road Chattanooga, TN 37421 423-209-8600
Amy Nabors	8193 Kaitlin Lane Ooltewah, TN 37363 423-314-7889	Bank of America 3620 Tennessee Avenue Chattanooga, TN 37409 423-752-1225
Krastio Nikolaev	729 Gentry Road Chattanooga, TN 37421 423-667-4075	SunTrust 2020 Gunbarrel Road Chattanooga, TN 37421 423-591-6536
David J. Otto	2010 Hickory Valley Road Chattanooga, TN 37421 863-899-6561	Regions Bank 3401 Dayton Blvd. Chattanooga, TN 37415 423-321-6559
Carla R. Park	6432 Forest Meade Drive Hixson, TN 37343 423-619-4156	McCallie School 500 Dodds Avenue Chattanooga, TN 37404 423-624-8300
Sara D. Patterson	2327 Chimney Hill Drive Soddy Daisy, TN 37379 423-385-4391	International Equipment Co., Inc. 915 Pineville Road Chattanooga, TN 37405 423-267-6613
Jacqueline Quinonez	1214 Maple Street Dalton, GA 30720 706-618-6707	SunTrust 2020 Gunbarrel Road Chattanooga, TN 37421 423-591-6536
Latasha Rice	1984 Acer Circle Chattanooga, TN 37406 423-320-5883	PK Management 1 E. 11th Street Chattanooga, TN 37402 423-266-2334
Tracy K. Rooks	1013 Debbie Lane Ringgold, GA 30736 706-866-5443	Raines Brothers, Inc. 1040 E. Main Street Chattanooga, TN 37408 423-265-0467

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 1, 2015**

NAME	RESIDENCE	BUSINESS
Brittany Rowe	1177 Pendall Lane Soddy Daisy, TN 37379 315-767-4133	City of Chattanooga 1250 Market Street Chattanooga, TN 37402 423-643-5807
Amanda Ryburn	2016 Emma Kate Drive Chattanooga, TN 37406 423-414-7252	Knight & Hooper, PLLC 701 Market St., Ste. 700 Chattanooga, TN 37401 423-267-1158
Tyler Sanford	1106 Indian Avenue Rossville, GA 30741 423-991-5212	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500
Robin Shuptrine	6810 Sierra Lane Ooltewah, TN 37363 423-326-0384	R & R Hospitality, LLC 3146 St. Elmo Avenue Chattanooga, TN 37408 423-752-2277
Timothy Sisemore	99 Lake Howard Court Lafayette, GA 30728 423-298-4539	SunTrust 2020 Gunbarrel Road Chattanooga, TN 37421 423-591-6555
Alee M. Smith	6158 Hunter Road Ooltewah, TN 37363 423-320-1086	Amazon 7200 Discovery Drive Chattanooga, TN 37421 423-954-6123
Roxanne Vance	1524 Leighton Drive Soddy Daisy, TN 37379 423-883-4288	Boilmakers District 57 206 Delmont St. Soddy Daisy, TN 37379 423-756-6000
Thessela White	8453 Summit Hill Court Ooltewah, TN 37363 423-356-0896	Comcast 1948 Northpoint Blvd. Hixson, TN 37343 423-468-4655
Heather K. Whitfield	963 Union Fork Road Soddy Daisy, TN 37379 423-580-8336	Hixson Presbyterian Church 1005 Gadd Road Hixson, TN 37343 423-875-0616
Patricia Wright	4110 Mtn Creek Rd., Apt. 11 Chattanooga, TN 37415 423-413-5926	N/A N/A N/A N/A

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 1, 2015**

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Barbara Stone	May 11, 2015	June 4, 2015
Anne H. Fricker	May 11, 2015	June 4, 2015
Karen Elaine Gouger	March 23, 2015	June 4, 2015
Beverly McCurdy	May 11, 2015	June 4, 2015
Susan C. Sissom	May 11, 2015	June 4, 2015
Alexandria Hickman	May 11, 2015	June 5, 2015
Sally Gagliardi	May 11, 2015	June 5, 2015
Sheila Caylor	May 26, 2015	June 5, 2015
Mark Jolley	May 11, 2015	June 5, 2015
Zack LeQuire	May 11, 2015	June 5, 2015
Oswaldo Saucedo	April 20, 2015	June 8, 2015
Esai Rodriguez	April 20, 2015	June 8, 2015
Xiomara Morales	April 20, 2015	June 8, 2015
Kathy Smith	May 26, 2015	June 9, 2015
Judy D. James	May 26, 2015	June 9, 2015
David Mullins	April 9, 2015	June 9, 2015
Maya Patel	May 11, 2015	June 9, 2015
Patricia Rodriguez	February 5, 2015	June 9, 2015
Laura Herren	April 9, 2015	June 10, 2015
Donna Gillespie Ensminger	April 9, 2015	June 10, 2015
Laura Davis	May 26, 2015	June 10, 2015
B. B. Guthrie	May 11, 2015	June 10, 2015
Beth L. Mize	May 26, 2015	June 11, 2015
Denise Thompson	May 11, 2015	June 11, 2015
Sheila K. Bates	April 9, 2015	June 11, 2015
Tedra Deshea Hodge	November 10, 2014	June 11, 2015
Sheila K. White	May 26, 2015	June 12, 2015
Veronica E. Walker	May 11, 2015	June 12, 2015
Shauntae Hughes Fluellen	May 26, 2015	June 12, 2015
Pamela Cooke	March 23, 2015	June 12, 2015
Wendy S. Tipton	May 11, 2015	June 12, 2015
Susan B. Mullinax	May 26, 2015	June 12, 2015
Natasha Y. Butler	May 26, 2015	June 15, 2015
Anthony Magaraci	May 11, 2015	June 16, 2015
Ann Shutters	May 11, 2015	June 16, 2015
Lynn E. Seeger	May 26, 2015	June 16, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 1, 2015**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
D. Annette Kenney	May 26, 2015	June 16, 2015
Carisa Gasaway	May 11, 2015	June 16, 2015
J. Raschke	May 26, 2015	June 16, 2015
Danette Higdon	May 26, 2015	June 16, 2015
J. Estes Cooke	May 26, 2015	June 16, 2015
Jennifer D. Pierce	May 26, 2015	June 16, 2015
Antonio Dewayne McMath	May 26, 2015	June 17, 2015
D. Vanessa Lowery	May 26, 2015	June 17, 2015
Christine Ridge	May 11, 2015	June 17, 2015
Corina E. Ross	June 10, 2015	June 17, 2015
Ashley D. Bice	May 26, 2015	June 17, 2015
Mariela Cruz	May 11, 2015	June 17, 2015
Carla Morgan	February 23, 2015	June 17, 2015
Lynn Taylor Beatty	May 26, 2015	June 17, 2015
Angie Davis	November 10, 2014	June 17, 2015
Deborah Erickson	May 26, 2015	June 18, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
BOND OF THE SUPERINTENDENT OF SCHOOLS
JULY 1, 2015**

The individual presented the bond of office as prescribed by law.

Name

Date

Rick Smith

June 2, 2015

MB _____
PAGE _____



SURETY'S BOND NO. 71177070 STATE OF TENNESSEE
 COUNTY OF Hamilton
 OFFICIAL STATUTORY BOND
 FOR
 COUNTY PUBLIC OFFICIALS
 OFFICE OF Superintendent Hamilton County School

KNOW ALL MEN BY THESE PRESENTS:

That Rick Smith
 of Chattanooga (City or Town), County of Hamilton
 Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
One Hundred Thousand and 00/100 Dollars (\$100,000.00)
 lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
 successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected X appointed to the office of Superintendent Hamilton
County School
 of and for Hamilton County for the 2 year term beginning on the 1st day of
July, 2015 and ending on the 1st day of July, 2017.

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

- That if the said Rick Smith, Principal, shall:
1. Faithfully perform the duties of the office of Superintendent Hamilton of Hamilton County during such person's term of office or his continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 2nd day of June, 2015.



WITNESS — ATTEST

Leon A Paul

PRINCIPAL:

Rick Smith

SURETY: WESTERN SURETY COMPANY

by: Paul T. Bruflat

Paul T. Bruflat, Vice President

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
 COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Rick Smith,
 to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
 Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
 deed.

WITNESS my hand and seal this 9th day of June, 2015

My Commission Expires:

September 8, 2015
 My Commission Expires September 8, 2015



Dorothy A. Merton
 Notary Public

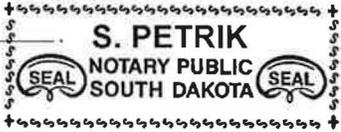
(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

WITNESS my hand and seal this 2nd day of June, 2015
My Commission Expires: August 11, 2016



S. Petrik
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____, _____
Signed: _____

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, _____, and entered upon the minutes thereof.

Signed: _____

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____

Judge of the _____ Court of and for said County on this _____ day of _____, _____.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, _____

Signed: _____

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
605-336-0850

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SUPERINTENDENT HAMILTON COUNTY SCHOOL

bond with bond number 71177070

for RICK SMITH
as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 2nd day of June, 2015

ATTEST

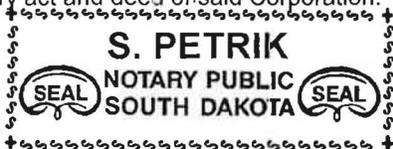
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 2nd day of June, 2015, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public



**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
THE BOND OF DEPUTY SHERIFF
JULY 1, 2015**

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

	<u>Amount of Bond</u>	<u>Date of Oath</u>
J.W. Hogue	\$100,000.00	June 9, 2015

STATE OF TENNESSEE
COUNTY OF Hamilton
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Deputy Sheriff

KNOW ALL MEN BY THESE PRESENTS:

That J.W. Hogue of Soddy Daisy (City or Town),
County of Hamilton Tennessee, as Principal,
and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto THE STATE
OF TENNESSEE in the full amount of One Hundred Thousand no/100 Dollars
(\$100,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind
ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected X appointed to the office of Deputy Sheriff of and
for Hamilton County for the 1 year term beginning on the 21st day of June, 2015 and ending on
the 21st day of June, 2016.

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

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

WITNESS our hands and seals this 9th day of June, 2015.

WITNESS – ATTEST:

PRINCIPAL: J.W. Hogue
J.W. Hogue

COUNTERSIGNED BY:
Not Needed
Tennessee Resident Agent

SURETY:
By: Myesha Carmon
Myesha Carmon, Attorney-in-Fact

(attach evidence of authority to execute bond)

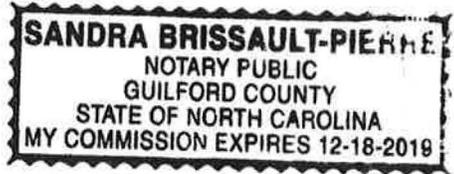
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public, of the State and County aforesaid, personally appeared J.W. Hogue
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond, and he acknowledged to me that he executed the same.
Witness my hand and seal this 15 day of June, 2015.
My Commission Expires: April 8, 2018.

Anita P. Ross
Notary Public





ACKNOWLEDGEMENT OF SURETY

STATE OF North Carolina
COUNTY OF Guilford

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

Witness my hand and seal this 9th day of June, 2015.

My Commission Expires: DECEMBER 18, 2019.

Sandra Brissault-Pierre
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by Jim M. Coppinger, County Executive of Hamilton County, on this 15 day of June, 2015.

Signed: Jim M. Coppinger
County Executive

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, 2015, and entered upon the minutes thereof.

Signed:
County Clerk

SECTION II. (Applicable only to Clerks of Chancery and Circuit Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:
Judge of the _____ Chancery _____ Circuit Court of and for said County on this _____ day of _____, 2015.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)
INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this _____ day of _____, 2015.
Signed:

Comptroller of the Treasury



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229322

Certificate No. 006287543

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kerry Germanoski, Tyran Hooker, Rhonda Cathey, Frankie Hill, Myesha Carmon, Chad Layne, Lisa Clark, and Maia Braswell

of the City of Raleigh, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of April, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



Hamilton County Board of Commissioners RESOLUTION

No. 715-2

A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY BOARD OF COMMISSIONERS FOR TERM ENDING JUNE 2, 2020.

WHEREAS, pursuant to Tennessee Code Annotated, Section 68-221-601, et seq. and Hamilton County Resolutions 493-27, 593-60, 993-50 and 1093-23, certain members of the Hamilton County Water & Wastewater Treatment Authority Board of Commissioners are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has appointed Peter Avisto to a term of (5) years beginning June 2, 2015 and ending June 2, 2020;

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

That the appointment of Peter Avisto to the Hamilton County Water & Wastewater Treatment Authority Board of Commissioners is hereby confirmed for a term ending June 2, 2020.

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

July 1, 2015

Date

Peter Avisto

120 Averill Street
Lookout Mountain, TN 37350
423/503-4600
pravis@epbfi.com

PROFILE

- Extensive business development experience in highly complex & technical arenas.
- Accomplished in development of short and long-term business plans.
- Creative and solution oriented in a challenge.
- Proven top-level achievement in multi-million dollar markets.

EXPERIENCE

Vice-President and Partner, McCormick & Co CRE

2013-Present

- Partner in charge of Development Projects. Coordinator of plan implementation between owners, contractors, architects and engineers.
- Project management with focus on financial cost analysis, budgeting and cash flow management.
- Commercial brokerage and client development.
- Coordination of development schedules to ensure timely initiation and completion of projects.

Vice-President of Sales, Eclipse Medical, LLC

2012-2013

- Physician education, program development, intraoffice protocol development and physician/pharmacist liaison.
- Business development, budget forecasting and development by territory.
- Sales force training and development focusing on maximizing ROI and production volume.

Operating Partner, Raceway

2010-2012

- Coordinated vendor promotional programs to maximize cost savings and sales volume incentives.
- Oversee compliance with Federal, State and Municipal laws and regulations.
- Developed community outreach plan resulting in sustainable financial donation program. Due to its success, the program was expanded to a corporate level.
- Operational responsibilities include marketing, personnel, sales forecasting, budgeting, customer, vendor and corporate relations.

Senior Sales Representative, Diabetes Team, Takeda Pharmaceuticals

1999-2010

- Outstanding relationships with top prescribers and thought leaders in oral diabetes market. As a result, maintained "ownership" of market leadership position for Actos family.
- Exceeded region and nation in sales volume and goal attainment, 2002 thru 2009.
- Winner, National Achievement Award. Ranked #1 in Nation for Annual Market Share Growth.
- Winner, Targeted Growth Awards, 2002 thru 2006, 2009.
- Cresset Guild Member and Award trip winner 2003. (President's Award)

Medical Sales Representative, Cardiovascular Team, G.D. Searle & Co

1997-1999

- Selected for Vanderbilt University Cardiovascular Preceptorship. Recognized at its conclusion for excellence, preparedness, command of subject matter and contribution.
- Finished 1998 with "Top 10 National" ranking in company for two main products (Covera HS® (ranked 7th/nation) & Daypro® (ranked 4th/nation))
- Grew primary product (Covera HS®) sales by 120% over prior year.

EDUCATION

- Bachelor of Arts, Southern Methodist University



Hamilton County Board of Commissioners RESOLUTION

No. 715-3

A RESOLUTION TO APPOINT FOUR (4) MEMBERS TO THE HAMILTON COUNTY HEALTH & SAFETY BOARD AS DESIGNATED HEREIN AND FOR TERMS AS INDICATED.

- WHEREAS,** the Hamilton County Board of Commissioners adopted the Health & Safety Rules and Regulations on May 5, 1999; and
- WHEREAS,** James Owens (the representative from District One (1)) and Constance Williams (the representative from District Five (5)), and John K. "Bucky" McCulley (the representative from District Nine (9)) have submitted their respective resignations to said Board; and
- WHEREAS,** Andrew C. Mullins has moved from District Eight (8) and moved into District Nine (9), but desires to continue to serve on said Board and has done a great job in his involvement with said Board, and currently serves as its Chairman;
- WHEREAS,** Commissioner Fairbanks of District One (1) has announced his appointment of Ken Foster to serve on said Board for the term beginning July 1, 2015, and ending July 3, 2016; and
- WHEREAS,** Commissioner Beck of District Five (5) has announced his appointment of George Maffett to serve on said Board for the term beginning July 1, 2015, and ending January 19, 2019; and
- WHEREAS,** Commissioner Boyd of District Eight (8) has announced his

appointment of Gordon Anderson to serve on said Board for the term beginning July 1, 2015, and ending April 18, 2016; and

WHEREAS, Commissioner Bankston of District Nine (9) has announced his appointment of Andrew C. Mullins to serve on said Board for the term beginning July 1, 2015, and ending January 4, 2016;

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

APPOINTEE

Ken Foster
George Maffett
Gordon Anderson
Andrew Mullins

APPOINTED BY

Commissioner Fairbanks, District One (1)
Commissioner Beck, District Five (5)
Commissioner Boyd, District Eight (8)
Commissioner Bankston, District Nine (9)

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

July 1, 2015

Date

My name is Andrew C. Mullins, better known as Andy. I am a 34 year East Ridge resident currently residing at 1882 Prigmore Road & will be moving to our new home at 6041 Morning Glory Drive, Harrison, TN., 37341 within 60-90 days. My three children attended East Ridge public schools. I have been a TSSAA & NCAA college referee/official since 1987 and currently officiate in the sports of football, baseball and volleyball. I have served at both East Ridge Middle and High Schools as booster club president for several years with my proudest accomplishments of my team building and constructing the baseball field behind the schools transforming it from an old field to a beautiful facility with brick walls and lights to match other schools around the county.

My wife and I formerly owned Pioneer Sports & Services, Inc. on Ringgold Road for over 12 years until God closed our business due to 9/11. He then opened the door with Aflac and I have been blessed for the last 10 years as an Employee Benefits Consultant. I also am an insurance agent representing Blue Cross/Blue Shield of Tennessee. Earlier years, I served as a federal agent, a police officer in Jefferson City, TN., Knoxville TN and finishing my career as an officer with the Chattanooga Police Department.

I am currently a full-time specialist @ Lowe's Home Improvement on Gunbarrel Road. I am a former EMT/Paramedic and served over 20 years with various volunteer fire departments and Rescue Squads in the state of Tennessee. I also worked with Eckerd Drugs, Inc. as a Loss Prevention/Security Specialist and held a private polygraph examiner's license for several years.

I am an active member of East Ridge Baptist Church where I met my wife, Tonya Pendley in 1982, now in our 30th year of marriage serving in many capacities and leadership roles. I am also a Certified Tennessee Master Gardener and enjoy volunteering for Crabtree Farms, Siskin Children's Center, Riverbend Festival security, and other community organizations.

I have been very active in local elections, politics, etc. and currently serve as the Precinct Chairman for District 8 in Hamilton County. I look forward to serving Commissioner Tim Boyd and the citizens of Hamilton County in my new role.

Respectively yours,

Andrew C. Mullins

AndrewMullins@PrigmorePond.com

423.867.3033 Home

423.605.3035 Cell

George W. Maffett, Jr.
6109 Fisk Avenue
Chattanooga, TN 37421
423-892-0472 home
423-320-2900 cell

Education:

1951 - 1963 – Howard High School, Chattanooga TN
1963 - 1965 – New Tribes Bible Institute, Biblical Studies, Waukesha, WI
1975 - 1988 – Chattanooga State Technical Community College, Chattanooga TN – Associate Degree in Elementary Education
2006 - 2009 – Covington Theological Seminary, Chattanooga TN – Bachelor Degree in Ministry
2010 - 2013 – Covington Theological Seminary, Chattanooga TN – Master’s Degree in Ministry

Employment Experience:

1968 – 1974 – United Parcel Service, Chattanooga TN
1974 – 1975 – City of Chattanooga, Department of Health and Education
1975 – 2005 – City of Chattanooga Public Works Department

Military Educational and Training:

1965 – 1974 – U.S. Army, Truck Driver
1977 – 1992 – Tennessee Army National Guards, 181st Field Artillery, Section Chief, NCO Special Weapons Nuclear Team
1990 – 1991 – Desert Storm, Saudi Arabia, Kuwait, Iraq
1992 – 2003 – U.S. Army Reserves

Church Affiliation:

Vice-Chairman of Deacons – Mount Paran Missionary Baptist Church, Chattanooga TN
Deacon over Mother’s & Deaconess, Audio Equipment, Kitchen, Choir
Director, Youth Deacon, Director of Male Chorus and Church Custodian

Other Affiliations:

Vice Chairman and Choir Member – Chattanooga District Laymen Association
Vice President – Shepherd Community Action Council
Choir Member – Chattanooga District Association
Volunteer – CCA Prison
Member – Vietnam Veterans of America (VVA) Chapter 203

Interests & Hobbies:

Singing, cleaning community streets, travel, attend sporting events, managing beatification spots in neighborhood, assist the elderly and other people in general, dedicated church member

Additional Information:

Presently married for 24 years to Jennifer Maffett; and is the father of four children, Angela L. Maffett-Terry, George W. Maffett, III, Paul Dedric Maffett, and Samantha L. Maffett

Gordon Anderson
7623 Asherton Lane
Chattanooga, TN 37421
423-400-2656
gordonanderson@epbf.com

Resident of Hamilton County since November, 1977

Spouse of 47 years, Cathy Deloris (Black) Anderson

Two Children and two Granddaughters

CURRENTLY:

Rating Consultant, Unum, Chattanooga, TN – 15 years on July 10, 2015

Volunteer Service:

- Trustee, North Georgia Worship Center, Wildwood, GA
- Board of Directors, Tree Tops Resort Owners Association, Gatlinburg, TN

Background:

- Masters Degree, Vocational Education
- Four years teaching experience in High School Vocational Education
- Twenty years managing apprenticeship training programs, TVA
 - Director, National Management Association four years
- 2010 Candidate for District 7, Hamilton County Commission.

Ken Foster

Thatsmrfoster2u@gmail.com

423-602-7428

Born November 1950, at Oceanside, L.I., N.Y. to Kenneth and Anne Foster.

An idyllic childhood, spent mostly outdoors in the Catskill Mountains and later, Long Island.

Educated in Catholic schools up until graduating high school.

Altar boy, Boy Scout, competitive rifle shooter, self-taught mediocre guitar player.

In college, I wasn't much interested in my studies, but was very interested in a long-haired Canadian girl, so...I married the beautiful Catherine Gilbert in 1971 and we were blessed with four children.

Dan was the first in 1971. He is an organist, singer and conductor who has performed at Carnegie Hall, Europe, and the Far East. He is married to singer and teacher Sabrina Manna, and lives in Troy, NY.

Christine born in 1977, married John Albarelli Jr., works for the New York State Assembly and is the mother of two beautiful children, Liliana and John III.

Erin, born in 1981, is married to Gregory Smith and has two children, Kenneth and Oliviana. The Smiths moved to Tennessee about eight months before we did. They live in Soddy-Daisy and own their own business, Go-Graphics, a custom printing service.

Brian, born 1985, now lives in Charleston, SC and supervises a crew at an aluminum extrusion plant. His previous experience was at a much bigger plant in New York, where they produced the window frames for the new World Trade Center. He has more than doubled the production at the South Carolina plant.

I worked in machine shops and construction until the bottom fell out of the housing market, then I went to a trade school to learn mainframe computer operations. I spent five years with Farm Family Insurance, then five years with Garden Way Mfg. In 1992 I started with New York State's Department of Mental Health and as I worked my way up, went to the Department of Motor Vehicles, and finally the New York State Office for Technology. We ran the data processing and printing operations and monitored the networks for all of New York State government.

I was a volunteer firefighter with the Aetna Engine Company #1 in Fultonville, NY from 2005-2012. In 2012 they elected me as their safety officer. When we moved here I intended to join the Dallas Bay Volunteers but tore my rotator cuff during training and decided it was time to leave the job to the young guys.

In 2012, I retired and in 2013 fulfilled my longtime dream of escape from New York. We bought a house in Soddy Daisy and joined the All Saints Anglican Catholic Church there.



Hamilton County Board of Commissioners RESOLUTION

No. 715-4

A RESOLUTION TO APPOINT FOUR (4) MEMBERS TO THE HAMILTON COUNTY BOARD OF ZONING APPEALS AS DESIGNATED HEREIN AND FOR TERMS AS INDICATED.

WHEREAS, the Hamilton County Board of Commissioners adopted the Board of Zoning Appeals; and

WHEREAS, the terms of Ryan K. King, Matthew Hullander, Ethan D. Collier, and Wayne Henry have each expired, and the respective County Commissioners have desired to reappoint each for a respective term as indicated herein

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

That the following individuals are hereby reappointed to serve on the Hamilton County Board of Zoning Appeals effective from the passing of this resolution for a term as herein reflected respectively:

<u>APPOINTEE</u>	<u>FOR A TERM ENDING</u>
Ryan K. King	October 6, 2019
Matthew Hullander	June 21, 2020
Ethan D. Collier	August 4, 2020
Wayne Henry	October 6, 2019

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

July 1, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 715-5

A RESOLUTION ACCEPTING THE BIDS OF SAM TELL & SON, INC., PASCO BROKERAGE, INC., THOMPSON & LITTLE, INC. AND CALICO INDUSTRIES, INC. FOR UNIT PRICING FOR SMALL KITCHEN ITEMS AND EQUIPMENT FOR THE EAST BRAINERD ELEMENTARY SCHOOL FOR THE DEPARTMENT OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for unit pricing for small kitchen items and equipment for the Department of Education; and,

WHEREAS, the bids from Sam Tell & Son, Inc., Pasco Brokerage, Inc., Thompson & Little, Inc. and Calico Industries, Inc. were considered to be the lowest and best bids received; and,

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

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

That the bids of Sam Tell & Son, Inc., Pasco Brokerage, Inc., Thompson & Little, Inc. and Calico Industries, Inc. for unit pricing for small kitchen items and equipment for the East Brainerd Elementary School for the Department of Education is hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 1, 2015

Date

Bid#: 0515-169 Small Kitchen Equipment
East Brainerd Elementary School
Hamilton County, TN

GENERAL CONDITIONS SMALL EQUIPMENT

I. GENERAL INSTRUCTIONS AND REQUIREMENTS

- A. **Bid Number:** The County has assigned the following identification number to this document. This number should be referenced in all communications regarding the bid:

Bid# 0515-169: Small Kitchen Equipment for East Brainerd Elementary School

- B. **Point of Contact:** This bid is issued by the Purchasing Department of Hamilton County, Tennessee. The contact for questions concerning the bid specifications should be directed to Mr. Dan Diener, Department of Education, School Nutrition Program at 423-209-5660 or 423-209-5600.

Questions concerning bid procedures should be directed to Linda Chumblor, Purchasing Department, 423-209-6350.

II. BID PROCEDURES AND GUIDELINES

A. **Submission of Bids**

The proposer must complete and deliver two (2) copies of its response document in a sealed envelope before 10:30 a.m. (ET) on June 1, 2015 to the Hamilton County Purchasing Director at the address specified below:

Gail B. Roppo
Director of Purchasing
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

The sealed bid response envelope shall be clearly labeled as "BID# 0515-169: Small Kitchen Equipment for East Brainerd Elementary School". If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

Bid#: 0515-169 Small Kitchen Equipment
East Brainerd Elementary School
Hamilton County, TN

B. Opening of Bids for Evaluation

Bids are scheduled to be opened for evaluation on June 1, 2015 at 10:30 a.m. (ET). As stated in Section II.A. (above), no bids will be accepted once the opening time has arrived.

C. Bid Award

Purchaser reserves the right to award a lump sum bid for all items listed or to separate and choose items individually. This decision will be at the sole discretion of the purchaser. **Qualified or conditional bids will not be accepted.**

Vendor, by the act of submitting a bid, accepts the terms and conditions as listed.

IV. BID SPECIFICATIONS

A. Item Listing

Kitchen items and manufacturers listed are preferred. Estimated volumes for each item are included, but are subject to change to accommodate enrollment.

If bidding alternate, a list of all deviations from these specifications must be attached. Include catalog cuts with full description and specifications for any alternate products. Vendor may be required to provide sample unit for inspection if bidding any alternate product. Alternates will not be considered unless actual product cut sheets, with full specifications, are attached to the bid. Alternate bids or substitutions for discontinued items must be pre-approved by Dan Diener at (423) 209-5660 or diener_dan@hcde.org.

Pre-approved alternates are to be accompanied with catalog cuts with full description and specifications for the alternate product. Vendor may be required to provide sample unit for inspection if bidding any alternate product.

Vendor will maintain unit cost pricing through December 31, 2015. All Unit Cost Pricing must include all shipping/delivery charges to 2501 Dodds Avenue, Chattanooga, TN 37407. **Following initial purchase, Purchaser reserves the right to purchase at Unit Cost per item plus freight charges for any school in the system through December 31, 2015.**

Bid#: 0515-169 Small Kitchen Equipment
East Brainerd Elementary School
Hamilton County, TN

B. Delivery and Installation Requirements

Deliveries must be made Monday through Thursday, between the hours of 8:00 a.m. and 2:00 p.m.

Two days advance notice required prior to delivery. Items will be delivered to School Nutrition Central Warehouse at: 2501 Dodds Avenue, Chattanooga, TN 37407. Please contact **Joe Brown** prior to delivery (**two days notice**) at (423) 209-5670 or 209-5665.

C. Shipping Dates

No equipment will be accepted before: July 6, 2015

All equipment must be on site no later than: July 24, 2015

D. Damages and Item Replacement

Any items which are determined to be damaged after installation and during the warranty period must be evaluated and replaced or repaired within 2 weeks of report of the problem to the bidding company.

E. Insurance Requirements

Hamilton County requires that the successful bidder have the following insurance coverages at the time of delivery and installation:

1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should 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:
 - i. Premise/Operations
 - ii. Products/Completed Operations
 - iii. Contractual
 - iv. Independent Contractors
 - v. Broad Form Property Coverage
 - vi. Personal Injury

Bid#: 0515-169 Small Kitchen Equipment
East Brainerd Elementary School
Hamilton County, TN

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

Proof of Insurance must be provided by the successful bidder at the time the bid is awarded.

F. Payment Terms

Payment will be made for items as they are satisfactorily delivered and installed, free of defect.

Bid#: 0515-169 Small Kitchen Equipment
East Brainerd Elementary School
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

Date

**Bid# 0515-169 Kitchen Tools & Equipment for East Brainerd Elementary
Hamilton County, TN**

Vendor Name: _____

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
1	Apron, cloth, bib type, 28" x 25" with 3 compartment pockets, white	San Jamer 612BAFH	24	each		
2	Apron, Vinyl Bib, tough vinyl coating with cotton backing 22"x 33"		3	each		
3	Beverage Dispenser graduated, srping faucet	Carlisle10820	4	each		
4	Blade for Procut Slicer	Volrath 653	2	each		
5	Bowl Brushes and Holder 141/2 Polyprope	Rubbermaid 27234,27235	1	each		
6	Bowls, 13 quart, stainless steel	CrestwareMPB13	4	each		
7	Bowls, 20 quart, stainless steel	CrestwareMPB20	4	each		
8	Bowls, 4 quart stainless steel	CrestwareMPB04	2	each		
9	Bowls, 8 quart stainless steel	CrestwareMPB08	4	each		
10	Brushes, long handles, nylon bristles 20" extra heavy handle	Carlisle40500	2	each		
11	Brushes, pastry natural light sterilized bristle 3" width, 2 1/4" Poly High Heat Bristle 400 Degree	CrestwarePBF30	12	each		
12	Brushes, pot, 5"x 5" polyester bristles	Carlisle40545	2	each		
13	Brushes, short hndl/pot & pan brush w/palmyra fiber 2" trm 9 1/2lg	Carlisle45463	2	each		
14	Brushes, tank and kettle "flare head" design Head 7.5" #40041@ / Handle 36" #40230@ 5 1/2 x 7 1/2	Carlisle40041/40230	1	each		
15	Brushes, vegetable circular	Carlisle40164	4	each		
16	Brute Container, 32 gal, grey, w/ lid	RubberFG263200	6	each		
17	Brute Dolly for FG263200	RubberFG264000	6	each		
18	Cleaning bucket w/handle - Green	San JamarKP256RD	6	each		
19	Collander, 13 quart, s/s	CrestwareCOL13	4	each		
20	Collander, 8 quart, s/s	CrestwareCOLO8	4	each		
21	cooling paddle 128 oz-41113		2	each		
22	Cooling paddle 64 oz -39500	San Jamar RCD 128	2	each		
23	Covered Pitchers, clr	Rubber 1777155	6	each		
24	Cutting boards 15"x 20"x1/2" thick plastic white	CrestwarePCB1520	12	each		
25	Cutting boards, 12"x18"x 1/2" thick plastic red	CrestwarePCB1218R	6	each		
26	Digital Two Pound Portion Control Scale	Taylor TE32C	4	each		
27	Dishwasher racks, peg style, gray	vollrath 52672	10	each		
28	Dust pan/Broom/combrow/clip-lobby	RubberFG2534/2536/2535	4	each		
29	Dustpan/Broom/combrow w/clip-lobby	Rubber FG2534/2536/2525	4	each		
30	First Aid Kit 25 man first id kit	ANSI standards	1	each		
31	Food storage box 18"x12" x3 1/2" deep cambro clear	Carlisle10610	6	each		
32	Food storage box 18"x26"x3 1/2 deep cambro clear	Carlisle10620	6	each		
33	Food storage box lid 18"x26" cambro clear	Carlisle10627	6	each		
34	Food storage container 12 quart square cambro	Carlisle10724	6	each		
35	Food storage container 8 quart square cambro	Carlisle10723	12	each		
36	Food storage container lid 12 quart cambro blue	Carlisle10742	6	each		
37	Food storage container lid 8 quart orange cambro	Carlisle10741	12	each		
38	Food storage container lid, 4 quart cambro Green	Carlisle10740	12	each		
39	Food storage container, 4 quart square cambro clear	Carlisle10721	12	each		
40	Food storage lid 18"x12" clear	Carlisle10617	6	each		
41	Forks, cooks 12" s/s lined	DexterS912CP	2	each		
42	Forks, utility 10" s/s lined	DexterS203CP	2	each		
43	Full size open end racks, gray	vollrath 5268	6	each		
44	Fullsize flatware rack, gray	vollrath 52671	4	each		
45	Glove, Cut Resistant Sani-Safe Gloves - MicroGard-Washable	San JamarDFG1000	4	each		
46	Glove, Insulated Freezer	San Jamar20PD	8	each		
47	Glove, Oven Mitt	San Jamar20PD	4	each		
48	Grater/shredder, hand	CrestwareSSG4	2	each		

**Bid# 0515-169 Kitchen Tools & Equipment for East Brainerd Elementary
Hamilton County, TN**

Vendor Name: _____

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
49	Handtruck	Wesco 126 D	1	each		
50	Heavy duty one piece Utility Tongs 12 in	Vollrath 42256	12	each		
51	Heavy duty one piece Utility Tongs 6 "in	Vollrath 59647	12	each		
52	High Power Immersion Blender	Waring 800-120	1	each		
53	Ingredient bins, white polyethylene with clear covers and scoop,29 1/4x13x28 with 3" heavy duty casters	rubbermaid 27089	4	each		
54	Ingredient scoops, clear polycarbonate	Continental9932	4	each		
55	Knife sharpener manual	Tablecraft E5698	1	each		
56	Knives, bread 9" blade s/s plastic off set handle Soft Grip	DexterSG147	6	each		
57	Knives, butcher 8"	Dexter S112-8-PCP	4	each		
58	Knives, french 10" blade s/s plastic handle Soft Grip	DexterSG145	6	each		
59	Knives, paring 3" blade s/s plastic handle Soft Grip	DexterSG104	24	each		
60	Knives, sandwich 9" s/s plastic off set handle Soft Grip	DexterSG1639SC	3	each		
61	Ladder , 3 step steel stool	Rubbermaid	1	each		
62	Ladle 1oz s/s curved handle	CrestwareCL01	4	each		
63	Ladle 2 oz s/s curved handle	CrestwareCL02	6	each		
64	Ladle 4 oz s/s curved handle	Crestware	6	each		
65	Ladle 6oz s/s curved handle	CrestwareCL06	6	each		
66	Ladle 8 oz s/s curved handle	CrestwareCL08	6	each		
67	Measures 2 quart - luminum graduated level marked w/handle		4	each		
68	Measures 1 cup - aluminum graduated level marked w/handle		3	each		
69	Measures, 1 quart - aluminum graduated level marked w/ handle	CrestwareMEA01	3	each		
70	Measures, 1 gallon - aluminum graduated level marked w/ handle	CrestwareMEA04	6	each		
71	Measuring cups set 1 cup, 1/2 cup, 1/4 cup,1/3 cup, 2/3 cup 3/4 cup aluminum 4 Cup Set-Stainless	CrestwareMEACPHD	6	each set		
72	Measuring spoon sets 1Tbsp,1tsp, 1/2 tsp, 1/4 tsp aluminum	CrestwareMEASPHD	6	each set		
73	Medium Duty Bagged Tuf-Mat, 3'x5', black	San Jamar KM2100B	4	each		
74	Milk crate dolly	KelmaxSSD1414	1	each		
75	Mop Bucket w/ ringer combo	Rubber80437	3	each		
76	Onion King Cutter	Vollrath 501N	1	each		
77	Opener can electric Edlund heavy duty	Edlund266/115	1	each		
78	Opener, can manual Edlund with #1 gear	Edlund #1	2	each		
79	Paddle, 36" s/s 4"x6" blade	CrestwareMP36	1	each		
80	Pail Openers	Table Crft 294332	2	each		
81	Pan Handle sleeve 3'w x 6"1		4	each		
82	Pan lid steamtable 12"x10" half size s/s 22 gauge	Crestware5120	12	each		
83	Pan lid steamtable 12"x20" full size s/s 22 gauge	Crestware5000	24	each		
84	Pan lid steamtable 6"x20" half size s/s/ 22 guage	Crestware5220	12	each		
85	Pan steamtable 12"x10" x 4" half size s/s 22 gauge solid construction smooth lip	Crestware2124	12	each		
86	Pan steamtable 6"x20"x4" half size s/s 22 gauge solid construction smooth lip	Crestware2224	60	each		
87	Pan, sheet 18"x26"x1" standard weight aluminum alloy, Edges rolled under to form a smooth lip 22 gauge	Lincoln9002	144	each		
88	Pans, baking 12"x18"x2" aluminum	CrestwareABP1117	12	each		
89	Pans, steamtable 12"x20" x4" full size perforated s/s 22 gauge solid construction, smooth lip	Crestware5004	24	each		
90	Pans, steamtable 12"x10" X 2 1/2" half size s/s 22 gauge solid construction smooth lip	Crestware2122	12	each		
91	Pans, steamtable 12"x20" x 2 1/2" full size perforated, s/s 22 gauge solid construction, smooth lip	Crestware5002P	72	each		

**Bid# 0515-169 Kitchen Tools & Equipment for East Brainerd Elementary
Hamilton County, TN**

Vendor Name: _____

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
92	Pans, steamttable 12"x20"x2 1/2" full size s/s 22 gauge solid construction, smooth lip	Crestware2002	144	each		
93	Pans, steamttable 12"x20"x4" full size s/s 22 gauge solid construction, smooth lip	Crestware2004	144	each		
94	Pans, Sheet half, 18" x 13" x 1" standard aluminum alloy, edges rolled under to form a smooth lib	Lincoln9002	144	each		
95	Peeler vegetable s/s	Carlisle6020	4	each		
96	Percolator 30 cup. Aluminum Commercial	Regal Ware58230	1	each		
97	Percolator 55 cup. Aluminum Commercial	Regal Ware59055	1	each		
98	Pizza cutter	DexterP177A	6	each		
99	Polycarbonate food pans, 4" half pans, black	Caabro 24CW	12	each		
100	Polycarbonate food pans, 4" half, long, black	Cambro24LPCW	12	each		
101	Pot Handlers 9X11 Terry & Canvas w/Steam Barrier & Wrist Strap	Best Value803PG	12	each		
102	Safety glasses chemical splash without anti-fog lens; adjustable fits over most prescription eyeware	Uline s-7022	4	each		
	Sanitizing bucket w/handle - Red Kleen-pail	San JamarKP256RD	6	each		
103	Scale 25 pound capacity 2 ounce increment enamel top load dial s/s platform increment s/s platform	TaylorTS25KL	3	each		
104	Scale rotating dial, 32 oz x 1/4 oz	Taylor	3	each		
105	Scoop # 10 molded handle Hamilton Beach/Volrath	Crestware D10	2	each		
106	Scoop #30 molded handle Hamilton Beach/Vorath	CrestwareD30	4	each		
107	Scoop #5 molded handle Hamilton Beach/Volrath	CrestwareD05	12	each		
108	Scoop #6 molded handle, Hamilton Beach/Vorath	CrestwareD06	12	each		
109	Scoop #8 molded handle Hamilton Beach/Volrath	CrestwareD08	12	each		
110	Scoop clear ploy carbonate 6 oz	CambroSCP6CW	2	each		
111	Scoop clear ploy carbonate, 12 oz	SCP12CW	2	each		
112	Scoop clear ploy carbonate, 24oz	CambroSCP24CW	2	each		
113	Scraper plate large plastic	CrestwarePS165	12	each		
114	Scraper plate small plastic	CrestwarePS95	12	each		
115	Sectionizer Wedger blade, apple corer and sectioner to fit above	Sunkist S-34	2	each		
116	Sectionizer, fruit and vegetable, 6 wedge blade cup and plunger	Sunkist S-102	2	each		
117	Spatula 6" blade s/s	Dexter S284-6	12	each		
118	Spatula 8" blade s/s	Dexter S284-8	12	each		
119	Spreader sandwich 3 1/2" blade s/s Soft Grip	Dexter SG173	6	each		
120	Spoodle 2 oz perforated	crestware	6	each		
121	Spoodle 2 oz solid	CrestwareSP02	12	each		
122	Spoodle 3oz perforated	Crestware SPO3P	12	each		
123	Spoodle 3oz solid	CrestwareSPO3	12	each		
124	Spoodle 4oz perforated	CrestwareSPO4P	24	each		
125	Spoodle 4oz solid	CrestwareSPO4	24	each		
126	Spoodle 6 oz	CrestwareSP06	12	each		
127	Spoodle 6 oz perforated	CrestwareSP06P	12	each		
128	Spoodle 8 oz perforated	CrestwareSP08P	12	each		
129	Spoodle 8 oz solid aluminum	CrestwareSP08P	12	each		
130	Spoon 13" slotted s/s one piece	CrestwareSLP13	6	each		
131	Spoon 13" solid s/s one piece	CrestwareSDP13	12	each		

**Bid# 0515-169 Kitchen Tools & Equipment for East Brainerd Elementary
Hamilton County, TN**

Vendor Name: _____

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
132	Spoon 15" slotted s/s one piece	CrestwareSLP15	6	each		
133	Spoon 15" solid s/s one piece	CrestwareSDP15	12	each		
134	Squeeze Dish # 6 2/3 cup	Vollrath 47390	12	each		
135	Squeeze w/handle	Carlisle41568/45267	2	each		
136	Squeeze Dish #8 1/2 cup, Nsf-F	Vollrath 47150	12	each		
137	Step-on can with ridgeline, white	Rubber FG614200	8	each		
138	Strainer 10" bowl	CrestwareWHSSF10	1	each		
139	Strainer 8 quart	CrestwareWHSSF8	1	each		
140	Thermometer freezer/refrigerator	CrestwareTRMLR80	24	each		
141	Thermometer probe for food metal with plastic cover	CrestwareTRM220C	12	each		
142	Tomato Procut Slicer	Vollrath0643N	1	each		
143	Tongs s/s 9" heavy -Duty one piece stainless steel	42677 Vollrath	36	each		
144	Trays display 18"x26" Camille by Cambro COLOR Black "Market Tray"	Cambro1826MT	48	each		
145	Trays lunch six compartment "2x2" Style - 8 3/4"x15" #186 6 compartment: 4 rectangular, 1 round, 1 silverware, Apple green color	Cambro 915CP-186	700	each		
146	Utility Cart, 2 shelf heavy duty	Lakeside LAK 492	4	each		
147	Utility Cart, 3 shelf	Cambro BC340KD	6	each		
148	Utility Cart, 3 shelf heavy duty	Lakeside LAK 722	6	each		
149	Waste container dolly fits 55 gal containers	RUB 2646	4	each		
150	Waste container flat lid 55	RUB 265400	4	each		
151	Waste containers-built in handle 55 gal	RUB 2655	4	each		
152	Wet Floor Signs "caution" lightweight and versatile two sided	Rubber 627600	4	each		
153	Whisk attachment for Immersion Blender above, 10 "	Waring 800-164	1	each		
154	Wire whip 12"	CrestwareFW12	4	each		
155	Wire whip 18"	CrestwareFW18	4	each		



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.

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

May 26, 2015

Addendum 1

Title: Small Kitchen Equipment for East Brainerd Elementary School
Bid/RFP#: 0515-169

Please note the following changes to the bid specifications.

Line item #18: the manufacturer and product number should be changed from San Jamar KP256RD to Kleen-Pail 66991.

Add a line item #156: for six (6) each Cleaning Bucket w/handle –Red, manufacturer Kleen-Pail 21489.

We are sorry for any inconvenience this may have caused.

Regards,

A handwritten signature in cursive script that reads "Gail B. Roppo".

Gail B. Roppo
Director of Purchasing



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

5/18/2015 8:51 AM Eastern

Solicitation Title: Small Kitchen Equipment
 Number: 0515-169
 Bids Due: 6/01/2015 10:30:00 AM Eastern
 Status: Open

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Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
5/18/2015 8:51:21AM	Eastern	Linda Chumbler	0515-169 - Small Kitchen Equipment	Invitation	Please click on the above solicitation number to access bid documents.	143	0

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Please run the attached ad on May 18, 2015, in the legal notices.

LEGAL NOTICE

Bids for Small Kitchen Equipment for East Brainerd Elementary School will be opened at 10:30 AM (ET) on June 1, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



VENDORS					Sam Tell & Son, Inc.		Pasco Brokerage Inc.		Thompson & Little, Inc.		Calico Industries, Inc.		
Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
1	Apron, cloth, bib type, 28" x 25" with 3 compartment pockets, white	Chef Revival 612BAFH-WH	24	each	\$7.99	\$191.76	\$10.00	\$240.00	\$11.28	\$270.72	\$3.94	\$94.56	Non-approved sub
2	Apron, Vinyl Bib, tough vinyl coating with cotton backing; 41-1/4: x 26-1/2"	Winco BA-HN	3	each	NO BID	NO BID	NO BID	NO BID	\$9.88	\$29.64	\$5.94	\$17.82	Minimum order qty
3	Beverage Dispenser graduated, spring faucet	Carlisle1082003	4	each	\$44.20	\$176.80	\$60.00	\$240.00	\$62.38	\$249.52	\$48.64	\$194.56	
4	Blade for Procut Slicer	Volrath 653	2	each	\$28.74	\$57.48	\$28.00	\$56.00	\$32.96	\$65.92	\$34.28	\$68.56	
5	Bowl Brushes and Holder 141/2 Polyprop	Rubbermaid 6310 & 6311	1	each	\$3.90	\$3.90	NO BID	NO BID	\$4.64	\$4.64	\$3.78	\$3.78	
6	Bowls, 13 quart, stainless steel	Winco DWL MXB1300Q	4	each	\$4.34	\$17.36	\$9.50	\$38.00	\$13.29	\$53.16	\$3.94	\$15.76	Non-approved sub
7	Bowls, 20 quart, stainless steel	Winco MXB-2000Q	4	each	\$8.68	\$34.72	\$14.15	\$56.60	\$20.01	\$80.04	\$7.24	\$28.96	Non-approved sub
8	Bowls, 4 quart stainless steel	Winco MXB-400Q	2	each	\$1.64	\$3.28	\$4.30	\$8.60	\$6.42	\$12.84	\$1.94	\$3.88	
9	Bowls, 8 quart stainless steel	Straton 4908	4	each	\$2.51	\$10.04	\$6.95	\$27.80	\$10.49	\$41.96	\$2.98	\$11.92	
10	Brushes, long handles, nylon bristles 20" extra heavy handle	Carlisle 4050000	2	each	\$8.84	\$17.68	\$11.00	\$22.00	\$14.68	\$29.36	\$6.94	\$13.88	
11	Brushes, pastry natural light sterilized bristle 3" width, 2 1/4" Poly High Heat Bristle 400 Degree	Crestware PBF30	12	each	\$3.32	\$39.84	\$1.65	\$19.80	\$13.74	\$164.88	\$3.94	\$47.28	
12	Brushes, pot, 5"x 5" polyester bristles	Carlisle 4054500	2	each	\$5.56	\$11.12	\$8.00	\$16.00	\$9.23	\$18.46	\$5.24	\$10.48	
13	Brushes, short hnd/pot & pan brush w/palmyra fiber 2" trm 9 1/2lg	Carlisle 45463	2	each	\$2.58	\$5.16	\$6.00	\$12.00	\$4.29	\$8.58	\$2.44	\$4.88	Non-approved sub
14	Brushes, tank and kettle "flare head" design Head 7.5" #40041 @ / Handle 36" #40230 @ 5 1/2 x 7 1/2	Carlisle40041/40230	1	each	\$24.92	\$24.92	\$31.00	\$31.00	\$41.38	\$41.38	\$23.28	\$23.28	
15	Brushes, vegetable circular	Carlisle 4016402	4	each	\$6.33	\$25.32	\$8.00	\$32.00	\$10.51	\$42.04	\$5.94	\$23.76	
16	Brute Container, 32 gal, grey, w/ lid	Rubber FG263200 & FG263100	6	each	\$20.25	\$121.50	\$39.00	\$234.00	\$45.54	\$273.24	\$29.40	\$176.40	Non-approved sub
17	Brute Dolly for FG263200	Rubber FG264000	6	each	\$21.14	\$126.84	\$46.10	\$276.60	\$53.88	\$323.28	\$29.94	\$179.64	Non-approved sub
18	Cleaning bucket w/handle - Green	San Jamar KP256GN	6	each	\$4.30	\$25.80	\$8.00	\$48.00	\$5.47	\$32.82	\$5.64	\$33.84	Non-approved sub
19	Collander, 13 quart, s/s	Crestware COL13	4	each	\$7.71	\$30.84	\$6.85	\$26.60	\$16.03	\$64.12	\$6.54	\$26.16	Non-approved sub
20	Collander, 8 quart, s/s	Straton Trading 6113	4	each	\$3.86	\$15.44	\$5.10	\$20.40	\$10.60	\$42.40	\$4.64	\$18.56	
21	cooling paddle 128 oz-41113	San Jamar RCU125	2	each	\$26.96	\$53.92	\$46.00	\$92.00	\$31.49	\$62.97	\$31.24	\$62.48	
22	Cooling paddle 64 oz.	San Jamar RCU64	2	each	\$19.60	\$39.20	\$33.50	\$67.00	\$23.34	\$46.67	\$31.24	\$62.48	
23	Covered Pitchers, clr	Rubbermaid 1777155	6	each	\$7.62	\$45.72	\$7.75	\$46.50	\$9.08	\$54.48	\$4.74	\$28.44	Non-approved sub
24	Cutting boards 15"x 20"x1/2" thick plastic white	Stanton Trading 799-18RD	12	each	\$8.48	\$101.76	\$9.45	\$113.40	\$14.81	\$177.72	\$9.14	\$109.68	
25	Cutting boards, 12"x18"x 1/2" thick plastic red	Winco CBRD-1218	6	each	\$8.75	\$40.50	\$13.20	\$79.20	\$10.80	\$64.80	\$6.44	\$38.64	
26	Digital Two Pound Portion Control Scale	Taylor TE32FT	4	each	\$46.30	\$185.20	\$52.50	\$210.00	\$65.35	\$261.40	\$50.74	\$202.96	
27	Dishwasher racks, peg style, gray	Volrath 52672	10	each	\$16.97	\$169.70	\$16.45	\$164.50	\$19.46	\$194.60	\$18.94	\$189.40	
28	Dust pan/Broom/comb/w/clip-lobby	Rubbermaid FG253400BLA / FG253600BLA / FG253500BLA	4	each	\$21.20	\$84.80	\$21.60	\$86.40	\$52.17	\$208.68	NO BID	NO BID	
29	Dustpan/Broom/comb/w/clip-lobby	Rubber FG2534/2536/2525	0	each	\$21.20	\$0.00	\$21.60	\$0.00	\$52.17	\$0.00	NO BID	NO BID	duplicate item
30	First Aid Kit 25 man first id kit	Royal Ind. FAK25P	1	each	\$39.20	\$39.20	\$55.00	\$55.00	\$62.74	\$62.74	\$19.94	\$19.94	Non-approved sub
31	Food storage box 18"x12" x3 1/2" deep; clear	Carlisle10610	6	each	\$10.65	\$63.90	\$13.00	\$78.00	\$11.52	\$69.12	\$10.54	\$63.24	Matching items
32	Food storage box 18"x26"x3 1/2 deep; clear	Carlisle10620	6	each	\$18.38	\$110.28	\$24.00	\$144.00	\$21.04	\$126.24	\$19.24	\$115.44	Matching items
33	Food storage box lid 18"x26"; clear	Carlisle10627	6	each	\$13.37	\$80.22	\$16.00	\$96.00	\$14.27	\$85.62	\$12.94	\$77.64	Matching items
34	Food storage container 12 quart square	Carlisle10724	6	each	\$10.36	\$62.16	\$13.00	\$78.00	\$16.37	\$98.22	\$10.14	\$60.84	Matching items
35	Food storage container 8 quart square	Carlisle10723	12	each	\$7.13	\$85.56	\$9.00	\$108.00	\$11.17	\$134.04	\$6.94	\$83.28	Matching items
36	Food storage container lid 12 quart; blue	Carlisle10742	6	each	\$1.66	\$9.96	\$4.00	\$24.00	\$3.66	\$21.96	\$2.24	\$13.44	Matching items
37	Food storage container lid 8 quart orange	Carlisle10741	12	each	\$1.11	\$13.32	\$3.00	\$36.00	\$2.50	\$30.00	\$1.64	\$19.68	Matching items
38	Food storage container lid, 4 quart; Green	Carlisle10740	12	each	\$0.70	\$8.40	\$3.00	\$36.00	\$2.03	\$24.36	\$1.34	\$16.08	Matching items
39	Food storage container, 4 quart square; clear	Carlisle10721	12	each	\$4.77	\$57.24	\$6.00	\$72.00	\$7.34	\$88.08	\$4.74	\$56.88	Matching items

VENDORS				Sam Tell & Son, Inc.		Pasco Brokerage Inc.		Thompson & Little, Inc.		Calico Industries, Inc.				
Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit	Total	Unit	Total	Unit	Total	Unit	Total		
40	Food storage lid 18"x12" clear	Carlisle10617	6	each	\$6.72	\$40.32	\$9.00	\$54.00	\$7.12	\$42.72	\$6.54	\$39.24	Matching Items	
41	Forks, cooks 12" s/s tined	Dexter 28912MF-PCP	2	each	\$30.26	\$60.52	\$38.75	\$77.50	\$42.72	\$85.44	\$7.14	\$14.28	Non-approved sub	
42	Forks, untility 10" s/s tined	Dexter S203PCP	2	each	\$12.09	\$24.18	\$16.65	\$33.30	\$17.07	\$34.14	\$7.14	\$14.28	Non-approved sub	
43	Full size open end racks, gray	Vollrath 52680	6	each	\$23.40	\$140.40	\$29.75	\$178.50	\$26.83	\$160.98	\$26.14	\$156.84		
44	Fullsize flatware rack, gray	Vollrath 52671	4	each	\$16.97	\$67.88	\$17.30	\$69.20	\$19.46	\$77.84	\$17.94	\$71.76		
45	Glove, Cut Resistant Sanl-Safe Gloves - MicroGard-Washable	San Jamar DFG1000-L	4	each	\$11.66	\$46.64	\$19.80	\$79.20	\$13.62	\$54.48	\$8.94	\$35.76	Non-approved sub	
46	Glove, Insulated Freezer	San Jamar FGI-OR	8	pair	\$11.75	\$94.00	\$13.55	\$108.40	\$13.88	\$111.04	\$1.64	\$13.12	Non-approved sub	
47	Glove, Oven Mitt	San Jamar 800FG13	4	each	\$5.42	\$21.68	\$7.25	\$29.00	\$8.45	\$33.80	\$4.24	\$16.96	Non-approved sub	
48	Grater/shredder, hand	Crestware SSG4	2	each	\$5.78	\$11.56	\$3.00	\$6.00	CR	\$6.38	\$12.76	\$4.24	\$8.48	
49	Handtruck	Wesco 126 D-R1	1	each	\$122.25	\$122.25	\$292.00	\$292.00	\$238.00	\$238.00	NO BID	NO BID	Non-approved sub	
50	Heavy duty one piece Utility Tongs 12 in	Vollrath 4781210	12	each	\$5.30	\$63.60	\$5.15	\$61.80	V	\$6.08	\$72.96	\$3.54	\$42.48	Non-approved sub
51	Heavy duty one piece Utility Tongs 6 "in	Vollrath 4780610	12	each	\$2.94	\$35.28	\$2.90	\$34.80	V	\$3.38	\$40.56	\$0.84	\$10.08	Non-approved sub
52	High Power Immersion Blender	Waring WS850	1	each	\$329.86	\$329.86	\$340.00	\$340.00	\$457.19	\$457.19	\$332.00	\$332.00		
53	Ingredient bins, white polyethylene with clear covers and scoop,29 1/4x13x28 with 3" heavy duty casters	rubbermaid FG360088WHT	4	each	\$249.63	\$998.52	\$254.25	\$1,017.00	\$297.18	\$1,188.72	\$170.74	\$682.96	Non-approved sub	
54	Ingredient scoops, clear polycarbonate	Carlisle 433207	4	each	\$7.35	\$29.40	\$14.65	\$58.60	\$9.14	\$36.56	\$4.74	\$18.96		
55	Knife sharpener manual	Tablecraft E5698	1	each	\$10.47	\$10.47	\$20.00	\$20.00	\$14.78	\$14.78	\$23.54	\$23.54	Minimum order qty	
56	Knives, bread 9" blade s/s plastic off set handle Soft Grip	Dexter SG147-10SCB-PCP	6	each	\$17.27	\$103.62	\$21.25	\$127.50	\$24.37	\$146.22	\$9.18	\$55.08	Non-approved sub	
57	Knives, butcher 8"	Dexter S112-8PCP	4	each	\$17.36	\$69.44	\$23.00	\$92.00	\$24.51	\$98.04	\$13.14	\$52.56	Non-approved sub	
58	Knives, french 10" blade s/s plastic handle Soft Grip	Dexter SG145-10PCP	6	each	\$22.91	\$137.46	\$28.35	\$170.10	\$31.71	\$190.26	\$29.54	\$177.24		
59	Knives, paring 3" blade s/s plastic handle Soft Grip	Dexter SG104-PCP	24	each	\$4.78	\$114.72	\$6.00	\$144.00	\$6.75	\$162.00	\$6.18	\$148.32		
60	Knives, sandwich 9" s/s plastic off set handle Soft Grip	Dexter SG163-9SC-PCP	3	each	\$13.44	\$40.32	\$18.50	\$55.50	\$18.97	\$56.91	\$17.34	\$52.02		
61	Ladder , 3 step steel stool	Rubbermaid	1	each	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
62	Ladle 1oz s/s curved handle	Stanton Trading 4405	4	each	\$0.67	\$2.68	\$1.10	\$4.40	CR	\$11.53	\$46.12	\$1.64	\$6.56	
63	Ladle 2 oz s/s curved handle	Stanton Trading 4406	6	each	\$0.77	\$4.62	\$1.40	\$8.40	CR	\$12.26	\$73.56	\$1.98	\$11.88	
64	Ladle 4 oz s/s curved handle	Stanton Trading 4408	6	each	\$1.11	\$6.66	\$1.75	\$10.50	CR	\$15.36	\$92.16	\$2.98	\$17.88	
65	Ladle 6oz s/s curved handle	Stanton Trading 4409	6	each	\$1.30	\$7.80	\$2.10	\$12.60	CR	\$16.37	\$98.22	\$3.24	\$19.44	
66	Ladle 8 oz s/s curved handle	Stanton Trading 4410	6	each	\$1.54	\$9.24	\$2.35	\$14.10	CR	\$16.93	\$101.58	\$3.94	\$23.64	
67	Measures 2 quart - luminum graduated level marked w/handle	Stanton Trading SMMEAS2A	4	each	\$3.86	\$15.44	\$14.00	\$56.00	\$6.43	\$25.72	\$5.94	\$23.76		
68	Measures 1 cup - aluminum graduated level marked w/handle	DWL AM05	3	each	NO BID	NO BID	\$10.85	\$32.55	\$3.03	\$9.09	\$2.78	\$8.34		
69	Measures, 1 quart - aluminum graduated level marked w/ handle	Stanton Trading SMMEAS1A	3	each	\$2.89	\$8.67	\$3.10	\$9.30	\$4.29	\$12.87	\$3.64	\$10.92		
70	Measures, 1 gallon - aluminum graduated level marked w/ handle	Stanton Trading SMMEAS4A	6	each	\$6.75	\$40.50	\$7.15	\$42.90	\$10.97	\$65.82	\$9.24	\$55.44		
71	Measuring cups set 1 cup, 1/2 cup, 1/4 cup, 1/3 cup, 2/3 cup 3/4 cup aluminum 4 Cup Set-Stainless	Crestware MEACPHD	6	each set	\$2.17	\$13.02	\$4.50	\$27.00	\$2.69	\$16.14	\$2.48	\$14.88	Non-approved sub	
72	Measuring spoon sets 1Tbsp, 1tsp, 1/2 tsp, 1/4 tsp aluminum	Stanton Trading 933	6	each set	\$0.46	\$2.88	\$2.15	\$12.90	\$1.72	\$10.32	\$1.64	\$9.84		
73	Medium Duty Bagged Tuf-Mat, 3'x5', black	San Jamar KM2100B	4	each	\$69.95	\$279.80	\$134.70	\$538.80	\$81.72	\$326.88	\$36.54	\$146.16	Non-approved sub	
74	Milk crate dolly	Kelmax SSD1414	1	each	\$415.89	\$415.89	\$315.00	\$315.00	\$361.64	\$361.64	\$233.00	\$233.00		
75	Mop Bucket w/ ringer combo	Carlisle 3690404	3	each	\$39.22	\$117.66	\$74.25	\$222.75	\$129.11	\$387.33	\$48.94	\$146.82		
76	Onion King Cutter	Vollrath 501N	1	each	\$307.15	\$307.15	\$298.70	\$298.70	V	\$352.25	\$352.25	\$332.54	\$332.54	
77	Opener can electric Edlund heavy duty	Edlund 266 / 115V	1	each	\$597.58	\$597.58	\$605.00	\$605.00	\$1,457.50	\$1,457.50	\$596.34	\$596.34		
78	Opener, can manual Edlund with #1 gear	Edlund #1	2	each	\$101.48	\$202.96	\$115.00	\$230.00	\$247.50	\$495.00	\$101.24	\$202.48		
79	Paddle, 36" s/s 4"x6" blade	DWL MPD-36	1	each	\$10.60	\$10.60	\$11.45	\$11.45	\$16.75	\$16.75	\$9.84	\$9.84		
80	Pail Openers	Stanton rading 3372	2	each	\$3.62	\$7.04	\$20.00	\$40.00	\$4.47	\$8.93	\$3.74	\$7.48		

VENDORS				Sam Tell & Son, Inc.		Pasco Brokerage Inc.		Thompson & Little, Inc.		Calico Industries, Inc.			
Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
81	Pan Handle sleeve 3w x 6"1	Stanton Trading COOLHANDLE 1012	4	each	\$1.14	\$4.56	\$5.55	\$22.20	\$2.08	\$8.32	NO BID	NO BID	
82	Pan lid steamtable 12"x10" half size s/s 22 gauge	Crestware 5120	12	each	\$5.78	\$69.36	\$4.60	\$55.20 CR	\$12.15	\$145.80	\$5.14	\$61.68	Matching Items
83	Pan lid steamtable 12"x20" full size s/s 22 gauge	Crestware 5000	24	each	\$8.19	\$196.56	\$8.95	\$214.80 CR	\$23.63	\$567.12	\$9.94	\$238.56	Matching items
84	Pan lid steamtable 6"x20" half size s/s 22 gauge	Crestware 5220	12	each	\$7.97	\$95.64	\$7.20	\$86.40 CR	\$17.94	\$215.28	\$8.34	\$100.08	Matching items
85	Pan steamtable 12"x10" x 4" half size s/s 22 gauge solid construction smooth lip	Crestware 2124	12	each	\$5.78	\$69.36	\$8.10	\$97.20 CR	\$17.61	\$211.32	\$9.64	\$115.68	Matching items
86	Pan steamtable 6"x20"x4" half size s/s 22 gauge solid construction smooth lip	Crestware 2224	60	each	\$10.25	\$615.00	\$11.25	\$675.00 CR	\$26.61	\$1,596.60	\$10.64	\$638.40	Matching Items
87	Pan, sheet 18"x26"x1" standard weight aluminum alloy, Edges rolled under to form a smooth lip 22 gauge	Vollrath Lincoln 9002	144	each	\$6.75	\$972.00	\$9.60	\$1,382.40 V	\$11.31	\$1,628.64	\$10.34	\$1,488.96	Matching items
88	Pans, baking 12"x18"x2" aluminum	Crestware ABP1117	12	each	\$34.89	\$418.68	\$14.35	\$172.20 CR	\$21.80	\$261.60	\$9.28	\$111.36	Matching items
89	Pans, steamtable 12"x20" x4" full size perforated s/s 22 gauge solid construction, smooth lip	Crestware 5004P	24	each	\$18.31	\$439.44	\$15.45	\$370.80 CR	\$25.88	\$621.12	\$8.98	\$215.52	Matching items
90	Pans, steamtable 12"x10" X 2 1/2" half size s/s 22 gauge solid construction smooth lip	Crestware 2122	12	each	\$4.82	\$57.84	\$6.55	\$78.60 CR	\$12.32	\$147.84	\$7.74	\$92.88	Matching items
91	Pans, steamtable 12"x20" x 2 1/2" full size perforated, s/s 22 gauge solid construction, smooth lip	Crestware 5002P	72	each	\$14.46	\$1,041.12	\$11.55	\$831.60 CR	\$32.74	\$2,357.28	\$8.24	\$593.28	Matching items
92	Pans, steamtable 12"x20"x2 1/2" full size s/s 22 gauge solid construction, smooth lip	Crestware2002	144	each	\$7.13	\$1,026.72	\$10.35	\$1,490.40 CR	\$19.80	\$2,851.20	\$10.84	\$1,560.96	Matching items
93	Pans, steamtable 12"x20"x4" full size s/s 22 gauge solid construction, smooth lip	Crestware 2004	144	each	\$9.64	\$1,388.16	\$14.40	\$2,073.60 CR	\$26.55	\$3,823.20	\$14.08	\$2,027.52	Matching items
94	Pans, Sheet half, 18" x 13" x 1" standard aluminum alloy, edges rolled under to form a smooth lip	Vollrath 93303	144	each	\$4.82	\$694.08	\$6.70	\$964.80 V	\$7.88	\$1,134.72	\$10.14	\$1,460.16	Matching items
95	Peeler vegetable s/s	Carlisle 6020	4	each	\$0.58	\$2.32	\$4.00	\$16.00	\$5.46	\$21.84	\$2.64	\$10.56	Non-approved sub
96	Percolator 30 cup, Aluminum Commercial	Focus Foodservice 58030	1	each	\$35.17	\$35.17	\$52.25	\$52.25	\$49.64	\$49.64	\$73.84	\$73.84	
97	Percolator 55 cup, Aluminum Commercial	Focus Foodservice 13500	1	each	\$107.47	\$107.47	\$120.00	\$120.00	\$151.69	\$151.69	\$148.94	\$148.94	
98	Pizza cutter	Dexter P177A	6	each	\$2.41	\$14.46	\$20.00	\$120.00	\$20.91	\$125.46	\$18.54	\$111.24	Non-approved sub
99	Polycarbonate food pans, 4" half pans, black	Cambro 24CW110	12	each	\$6.15	\$73.80	\$7.05	\$84.60	\$7.05	\$84.60	\$6.74	\$80.88	
100	Polycarbonate food pans, 4" half, long, black	Cambro 24LPCW110	12	each	\$8.42	\$101.04	\$9.65	\$115.80	\$9.66	\$115.92	\$9.28	\$111.36	
101	Pol Handlers 9X11 Terry & Canvas w/Steam Barrier & Wrist Strap	San Jamar803PG	12	each	\$1.78	\$21.40	\$5.00	\$60.00	\$3.44	\$41.30	\$2.74	\$32.88	Non-approved sub
102	Safety glasses chemical splash without anti-fog lens; adjustable fits over most prescription eyewear	Uline s-7022	4	each	\$4.54	\$18.16	\$7.50	\$30.00	\$4.00	\$16.00	NO BID	NO BID	
***	Sanilizing bucket w/handle - Red Kleen-pail	San Jamar KP256RD	6	each	\$4.30	\$25.80	\$8.00	\$48.00	\$5.47	\$32.82	\$5.34	\$32.04	Non-approved sub
103	Scale 25 pound capacity 2 ounce increment enamel top load dial s/s platform increment s/s platform	Taylor TS25KL	3	each	\$48.66	\$145.98	\$54.65	\$163.95	\$68.68	\$206.04	\$48.24	\$144.72	
104	Scale rotating dial, 32 oz x 1/4 oz	Taylor TS32	3	each	\$46.30	\$138.90	\$52.50	\$157.50	\$65.35	\$196.05	\$45.88	\$137.64	
105	Scoop # 10 molded handle Hamilton Beach/Volrath	Crestware D10	2	each	\$4.10	\$8.20	\$4.35	\$8.70 CR	\$8.38	\$16.76	\$4.34	\$8.68	Non-approved sub
106	Scoop #30 molded handle Hamilton Beach/Vorath	Crestware D30	4	each	\$4.10	\$16.40	\$4.35	\$17.40 CR	\$8.38	\$33.52	\$4.34	\$17.36	Non-approved sub
107	Scoop #5 molded handle Hamilton Beach/Volrath	Crestware D05	12	each	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
108	Scoop #6 molded handle, Hamilton Beach/Vorath	Crestware D06	12	each	\$4.10	\$49.20	\$4.35	\$52.20 CR	\$8.38	\$100.56	\$4.34	\$52.08	Non-approved sub
109	Scoop #8 molded handle Hamilton Beach/Volrath	Crestware D08	12	each	\$4.10	\$49.20	\$4.35	\$52.20 CR	\$8.38	\$100.56	\$4.34	\$52.08	Non-approved sub
110	Scoop clear ploy carbonate 6 oz	Cambro SCP6CW135	2	each	\$3.29	\$6.58	\$6.50	\$17.00	\$3.77	\$7.54	\$3.34	\$6.68	
111	Scoop clear ploy carbonate, 12 oz	Cambro SCP12CW	2	each	\$3.56	\$7.12	\$8.75	\$17.50	\$4.08	\$8.16	\$3.54	\$7.08	
112	Scoop clear ploy carbonate, 24oz	Cambro SCP24CW135	2	each	\$4.51	\$9.02	\$9.70	\$19.40	\$5.18	\$10.36	\$4.54	\$9.08	

VENDORS					Sam Tell & Son, Inc.		Pasco Brokerage Inc.			Thompson & Little, Inc.		Calico Industries, Inc.		
Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit	Total	Unit	Total		Unit	Total	Unit	Total	
113	Scraper plate large plastic	Crestware PS165	12	each	\$1.10	\$13.20	\$1.00	\$12.00	CR	\$2.59	\$31.08	\$1.54	\$18.48	
114	Scraper plate small plastic	Crestware PS95	12	each	\$0.57	\$6.84	\$0.60	\$7.20	CR	\$1.07	\$12.84	\$0.94	\$11.28	Non-approved sub
115	Sectionizer Wedger blade, apple corer and sectioner to fit above	Sunkist S-34	2	each	\$73.75	\$147.50	\$79.65	\$159.30		\$118.00	\$236.00	\$76.58	\$153.16	
116	Sectionizer, fruit and vegetable, 6 wedge blade cup and plunger	Sunkist S-102	2	each	\$238.75	\$477.50	\$250.00	\$500.00		\$382.00	\$764.00	\$247.94	\$495.88	
117	Spatula 6" blade s/s	Dexter S284-6	12	each	\$1.40	\$16.80	\$10.00	\$120.00		\$10.70	\$128.40	\$9.48	\$113.76	Non-approved sub
118	Spatula 8" blade s/s	Dexter S284-8	12	each	\$1.44	\$17.28	\$12.50	\$150.00		\$14.05	\$168.60	\$12.44	\$149.28	Non-approved sub
119	Spreader sandwich 3 1/2" blade s/s Soft Grip	Dexter SG173	6	each	\$1.06	\$6.36	\$9.00	\$54.00		\$9.38	\$56.28	\$8.34	\$50.04	Non-approved sub
120	Spoodle 2 oz perforated	Crestware SPO2P	6	each	\$0.96	\$5.76	\$1.00	\$6.00	CR	\$2.49	\$14.94	\$1.24	\$7.44	Non-approved sub
121	Spoodle 2 oz solid	Crestware SPO2	12	each	\$0.96	\$11.52	\$1.00	\$12.00	CR	\$2.49	\$29.88	\$1.28	\$15.36	Non-approved sub
122	Spoodle 3oz perforated	Crestware SPO3P	12	each	\$1.16	\$13.92	\$1.10	\$13.20	CR	\$2.63	\$31.56	\$1.34	\$16.08	
123	Spoodle 3oz solid	Crestware SPO3	12	each	\$1.16	\$13.92	\$1.10	\$13.20	CR	\$2.63	\$31.56	\$1.34	\$16.08	
124	Spoodle 4oz perforated	Crestware SPO4P	24	each	\$1.45	\$34.80	\$1.20	\$28.80	CR	\$2.88	\$69.12	\$1.64	\$39.36	
125	Spoodle 4oz solid	Crestware SPO4	24	each	\$1.45	\$34.80	\$1.20	\$28.80	CR	\$2.88	\$69.12	\$1.64	\$39.36	
126	Spoodle 6 oz	Crestware SPO6	12	each	\$2.49	\$29.88	\$1.35	\$16.20	CR	\$3.27	\$39.24	\$1.94	\$23.28	
127	Spoodle 6 oz perforated	Crestware SPO6P	12	each	\$2.49	\$29.88	\$1.35	\$16.20	CR	\$3.27	\$39.24	\$1.94	\$23.28	
128	Spoodle 8 oz perforated	Crestware SPO8P	12	each	\$1.74	\$20.88	\$1.60	\$19.20	CR	\$3.76	\$45.12	\$2.14	\$25.68	
129	Spoodle 8 oz solid aluminum	Crestware SPO8	12	each	\$1.74	\$20.88	\$1.60	\$19.20	CR	\$3.76	\$45.12	\$2.14	\$25.68	
130	Spoon 13" slotted s/s one piece	Stanton Trading 4433	6	each	\$0.67	\$4.02	\$2.25	\$13.50	CR	\$1.74	\$10.44	\$0.94	\$5.64	Non-approved sub
131	Spoon 13" solid s/s one piece	Stanton Trading 4434	12	each	\$0.77	\$9.24	\$2.25	\$27.00	CR	\$1.74	\$20.88	\$0.94	\$11.28	Non-approved sub
132	Spoon 15" slotted s/s one piece	Stanton Trading 4435	6	each	\$0.77	\$4.62	\$2.60	\$15.60	CR	\$2.53	\$15.18	\$0.94	\$5.64	Non-approved sub
133	Spoon 15" solid s/s one piece	Stanton Trading A4436	12	each	\$0.77	\$9.24	\$2.60	\$31.20	CR	\$2.53	\$30.36	\$0.94	\$11.28	Non-approved sub
134	Squeeze Dish # 6 2/3 cup	Vollrath 47390	12	each	\$9.47	\$113.64	\$9.20	\$110.40	V	\$10.86	\$130.32	\$116.64	\$1,399.68	
135	Squeeze w/handle	Carlisle 41568 / 45267	2	each	\$19.11	\$38.22	\$30.00	\$60.00		\$31.73	\$63.46	\$16.88	\$33.76	
136	Squeeze Dish #8 1/2 cup, NSF-F	Vollrath 47150	12	each	\$7.65	\$91.80	\$7.45	\$89.40	V	\$8.78	\$105.36	\$8.24	\$98.88	
137	Step-on can with ridgeline, white	Rubbermaid FG614200	8	each	\$79.73	\$637.84	\$81.25	\$650.00		\$94.91	\$759.28	\$71.94	\$575.52	
138	Strainer 10" bowl	Crestware WHSSF10	1	each	\$5.78	\$5.78	\$6.10	\$6.10	CR	\$8.64	\$8.64	\$7.14	\$7.14	Non-approved sub
139	Strainer 8 quart	Crestware WHSSF8	1	each	\$4.34	\$4.34	\$2.65	\$2.65	CR	\$4.52	\$4.52	\$3.84	\$3.84	
140	Thermometer freezer/refrigerator	Crestware TRMLR80	24	each	\$1.93	\$46.32	\$1.75	\$42.00	CR	\$5.15	\$123.60	\$1.98	\$47.52	
141	Thermometer probe for food metal with plastic cover	Crestware TRM220C	12	each	\$1.93	\$23.16	\$1.55	\$18.60	CR	\$6.92	\$83.04	\$2.18	\$26.16	
142	Tomato Procut Slicer	Vollrath 0643N	1	each	\$296.90	\$296.90	\$288.75	\$288.75	V	\$340.48	\$340.48	\$310.54	\$310.54	
143	Tongs s/s 9" heavy -Duty one piece stainless steel	Vollrath 47109	36	each	\$1.06	\$38.16	\$1.10	\$39.60	V	\$2.76	\$99.36	\$0.94	\$33.84	Non-approved sub
144	Trays display 18"x26" Camlite by Cambro COLOR Black "Market Tray"	Cambro 1826MT	48	each	\$16.31	\$782.88	\$15.85	\$760.80	C	\$18.70	\$897.60	\$17.64	\$846.72	
145	Trays lunch six compartment "2x2" Style - 8 3/4"x15" #188 6 compartment: 4 rectangular, 1 round, 1 silverware, Apple green color	Cambro 915CP-186	700	each	\$3.34	\$2,338.00	\$3.25	\$2,275.00	C	\$3.83	\$2,681.00	\$3.34	\$2,338.00	
146	Utility Cart, 2 shelf heavy duty	Lakeside 492	4	each	\$452.18	\$1,808.72	\$452.20	\$1,808.80		\$538.31	\$2,153.24	\$516.00	\$2,064.00	
147	Utility Cart, 3 shelf	Cambro BC340KD	6	each	\$143.23	\$859.38	\$139.30	\$835.80	C	\$164.25	\$985.50	\$152.44	\$914.64	
148	Utility Cart, 3 shelf heavy duty	Lakeside 722	6	each	\$498.49	\$2,990.94	\$498.50	\$2,991.00		\$593.44	\$3,560.64	\$561.00	\$3,366.00	
149	Wast container dolly fits 55 gal containers	Rubbermaid FG264000BLA	4	each	\$21.14	\$84.56	\$129.90	\$519.60		\$53.88	\$215.52	\$115.94	\$463.76	Non-approved sub
150	Waste container flat lid 55	Rubbermaid FG265400GRAY	4	each	\$13.74	\$54.96	\$23.30	\$93.20		\$27.23	\$108.92	\$18.94	\$75.76	Non-approved sub

VENDORS					Sam Tell & Son, Inc.		Pasco Brokerage Inc.		Thompson & Little, Inc.		Calico Industries, Inc.		
Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
151	Waste containers-bullt in handle 55 gal	Rubermaid FG265400GRAY	4	each	\$39.84	\$159.36	\$69.75	\$279.00	\$81.49	\$325.96	\$55.64	\$222.56	Non-approved sub
152	Wet Floor Signs "caution" lightweight and versatile two sided	Carlise 36900	4	each	\$7.66	\$30.64	\$34.60	\$138.40	\$13.46	\$53.84	\$39.44	\$157.76	
153	Whisk attachment for Immersion Blender above, 10 "	Waring WSB2W	1	each	\$438.80	\$438.80	\$240.00	\$240.00	\$323.25	\$323.25	\$236.00	\$236.00	Non-approved sub
154	Wire whip 12"	Crestware FW12	4	each	\$1.38	\$5.52	\$3.35	\$13.40 CR	\$5.07	\$20.28	\$1.94	\$7.76	Non-approved sub
155	Wire whip 18"	Crestware FW18	4	each	\$1.77	\$7.08	\$4.25	\$17.00 CR	\$6.80	\$27.20	\$2.74	\$10.96	Non-approved sub
156	Cleaning bucket w/handle -Red	San Jamar KP256RD	6	each	NO BID	NO BID	\$8.00	\$48.00	\$6.47	\$32.82	\$5.64	\$33.84	
Vendor Totals					\$9,518.53		\$14,432.50		\$748.18		\$3,736.92		

REQUEST FOR BIDS:	
Newspaper Ad:	5-18-2015
Vendor Notifications:	143
Vendor Response:	7
Budgeted:	Bond Fund

Submitted bids, but did not meet specs:	
Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply	
RestaurantLink	
Restaurant & Kitchen Supply	

\$3,491.15 V
 0 L
 \$3,871.60 C
 \$6,868.15 CR
 \$0.00 R
 \$312.00
 \$14,542.90



Hamilton County Board of Commissioners RESOLUTION

No. 715-7

A RESOLUTION ACCEPTING THE UNIT PRICE BID OF ABC PROMOS & GIFTS FOR PRIMEX WIRELESS CLOCKS FOR THE PERIOD BEGINNING JULY 3, 2015 THROUGH JULY 2, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE YEAR TERM, FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for one (1) year, with the option to renew for one (1) additional (1) one year term, for Primex Wireless Clocks for the Telecommunications Department; and,

WHEREAS, the unit price bid from ABC Promos & Gifts 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 unit price bid of ABC Promos & Gifts for Primex Wireless Clocks for the period beginning July 3, 2015 through July 2, 2016, with the option to renew for one (1) additional one year term, for the Telecommunications Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 1, 2015

Date

**PRIMEX WIRELESS CLOCKS CONTRACT
SPECIFICATIONS**

Hamilton County Government is accepting sealed bids for one (1) year contract unit pricing on Primex Wireless Clocks. The contract period will be from July 3, 2015 to July 2, 2016, with the mutually agreeable option to renew for one (1) additional year. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract.

I. BID SUBMISSION

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

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0515-175: Primex Wireless Clocks". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0515-175: Primex Wireless Clocks <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

II. INSTRUCTIONS TO VENDORS

These bid documents are being issued by the Hamilton County Purchasing Department. Inquiries regarding the technical specifications of this bid should be directed to Telecommunications Manager, Mike Beal at 423-209-6220 or by FAX at 423-209-6224. Questions regarding bid procedures should be directed to Linda Chumblor, Purchasing Department, at 423-209-6353 or FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. ET, Monday through Friday. Vendors and manufacturer representatives should not contact other Hamilton County employees regarding this bid.

Sealed bids will be accepted before June 10, 2015 at 10:30 A.M., at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

Hamilton County reserves the right to award sections of the total package to different vendors or entire package to the vendor deemed to have submitted the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

III. QUANTITIES

The materials being bid will be installed for various projects in Hamilton County during the term of the contract. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from July 3, 2015 through July 2, 2016.

Minimum order quantities must be included as part of the bid package. Hamilton County will not adjust order quantities to qualify vendor for reduced shipping cost.

IV. SHIPPING

All material must be shipped prepaid by the vendor to the designated County warehouse facility for storage and/or distribution. All shipping and freight charges are the responsibility of the vendor and shall not be added to invoices sent to Hamilton County for payment.

V. GUARANTEED DELIVERY

Hamilton County will place multiple orders for various items based on the needs and schedule of a particular projects. Vendors will be given a ten (10) day period from the award of the bid before delivery of the first order of materials. After the initial ten-day period, delivery must be guaranteed to the County's warehouse facility within 24 hours after subsequent orders are placed.

Vendors who cannot guarantee this delivery schedule must submit a written exception to this section with an optional delivery schedule. Failure to meet guaranteed delivery schedules may result in cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

Vendors must furnish Hamilton County with an emergency contact name and number if materials are required after hours in order to meet construction deadlines.

VI. WARRANTY

The manufacturer must provide a warranty on all equipment for a minimum of **one year from time of delivery**. Vendors offering extended warranty periods may be given additional consideration during the evaluation of the bids. Vendor submitting the bid is responsible for listing all exceptions or conditions from any manufacturer regarding the warranty of any product listed in this bid. Failure to identify any sub sequential limitations or special conditions will be reason to reject a bid or cancel the contract after the bid is awarded. Hamilton County will hold the successful vendor responsible for the replacement of any defective equipment for the one-year period following the delivery of the equipment at no cost to the County.

VII. PAYMENT

Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered and received, per purchase order, should be invoiced by the vendor. Payment will be made upon receipt of the invoice for each individual order.

VIII. SUBSTITUTION AND TECHNOLOGY REFRESHMENT

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

IX. EQUIPMENT SPECIFICATIONS

Hamilton County reserves the right to select a specific brand of each specified item in order to standardize the equipment used during this contract period. **Alternate manufacturers will not be accepted.** Failure to bid the specified brands will be considered basis to disqualify the bid. It is the responsibility of the bidder to verify part numbers and descriptions of specified items.

Bid# 0515-175: Primex Wireless Clocks Contract
Hamilton County, Tennessee

After evaluation of all sections of this bid document, the unit pricing, including warranty, shipping, and the general bid requirements, will be used in determining the best overall bid package.

In order to receive the best price available for the specified items, estimated quantities have been provided. Hamilton County feels that these estimated quantities are reasonable based on the various projects scheduled within the specified time frame. However, quantities are not guaranteed and may increase or decrease during the term of the contract. If an estimated quantity is not listed, the quantity may be insignificant and an individual unit price will be sufficient.

The attached worksheet may be used to submit unit pricing or vendors are free to submit their bid on an alternate worksheet. ALL BIDS MUST BE CLEARLY LEGIBLE AND BASED ON THE UNIT SIZE/AMOUNT INDICATED. Failure to provide an easy to interpret bid will be reason to disqualify the bid package.

Bid# 0515-175: Primex Wireless Clocks Contract
Hamilton County, Tennessee

BID FORM

The attached pricing information for Primex Wireless Clocks is submitted by:

Signature

Company Name

Title

Company Address

Business License Number

Date Submitted

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

Bid#0515-175 Primex Wireless Clocks
Hamilton County, Tennessee

5/26/2015

Quantity	PART NUMBER	DESCRIPTION	UNIT PRICE
142	SNS7A306	SNS Analog Clock, 12.5", 100-240 VAC, Black, Traditional	
30	SNS7A330	SNS Analog Clock, 12.5", 100-240 VAC, Black, Double - Sided, Traditional	
10	unknown	SNS Analog Clock, 16.0", 100-240 VAC, Black, Traditional	



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 - Log

5/27/2015 8:03 AM Eastern

Solicitation Title: Primex Wireless Clocks
 Number: 0515-175
 Bids Due: 6/10/2015 10:30:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail	Document Detail				
Message Summary		export	print	Records Per Page			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
5/27/2015 8:03:23AM	Eastern	Linda Chumbler	0515-175 - Primex Wireless Clocks	Invitation	Please click on the above solicitation number to access bid documents.	659	0

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Please run the attached ad on May 27, 2015, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Primex Wireless Clocks will be opened at 10:30 AM (ET) on June 10, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Bid#0515-175 Printex Clocks Contract
Hamilton County, TN

6/17/2015

Quantity	PART NUMBER	DESCRIPTION	ABC Promos & Gifts	Thomas Consultants, Inc.	Primex Wireless, Inc	Southwestern Communications
150	SNS7A306	SNS Analog Clock, 12.5", 100-240 VAC, Black, Traditional	229.84	233.17	254.00	312.18
50	SNS7A330	SNS Analog Clock, 12.5", 100-240 VAC, Black, Double - Sided, Traditional	420.68	424.12	462.00	479.69
10	unknown	SNS Analog Clock, 16.0", 100-240 VAC, Black, Traditional	NA	NA	NA	NA

Request For Bids:
Newspaper Ad: 5-27-15
Vendor Notification: 659
Vendor Response: 4
Budgeted: Various Budgets



Hamilton County Board of Commissioners RESOLUTION

No. 715-8

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A LEASE AGREEMENT IN THE AMOUNT OF \$9,445.00 ANNUALLY WITH CHATTANOOGA CHURCH MINISTRIES, INC. D.B.A., CHATTANOOGA COMMUNITY KITCHEN FOR SPACE FOR USE BY HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT'S HOMELESS HEALTH CARE CENTER, FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2015.

WHEREAS: In 2010, ARRA funds were accepted by the County to renovate 1891 square feet of space owned by Chattanooga Church Ministries, and;

WHEREAS: The utilization of federal funds for that renovation created federal interest in that square footage, and;

WHEREAS: In 2013, the County accepted a grant expansion to provide Outreach and Enrollment workers to assist homeless individuals in obtaining health insurance through the Federal Exchange, and;

WHEREAS: That grant expansion provided federal dollars for rental of office space for the Outreach and Enrollment workers, and;

WHEREAS: Those workers are housed in the renovated 1891 square feet of space owned by Chattanooga Church Ministries, and;

WHEREAS: Chattanooga Church Ministries is willing to lease the aforementioned renovated space to Hamilton County for an annual fee of \$9,445.00.

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

That the County Mayor is authorized to sign the attached lease for space located at 711 E. 11th Street for an amount of \$9,445.00 annually for the period of January 1, 2015 through December 31, 2015.

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

July 1, 2015

Date

LEASE AGREEMENT

THIS AGREEMENT, by and between Hamilton County, a constitution within the State of Tennessee, hereinafter referred to as the LESSEE, and the Chattanooga Church Ministries, Inc., hereinafter referred to as the LESSOR. For and in consideration of the mutual promises and conditions, the parties agree as follows:

PROVISIONS

1. The LESSOR hereby leases to the LESSEE a portion of that property commonly known as the Chattanooga Community Kitchen; and more particularly described as follows: 1,891 square feet of area currently known as the 711 building "office" space.
2. The term of this lease shall be for a period of one (1) year commencing January 1, 2015 and, unless otherwise provided herein, terminating December 31, 2015.
3. The Chattanooga-Hamilton County Health Department, will maintain reasonable control of the property resulting in reasonable access and use of the property by the grantee as a Homeless Health Care Center.
4. Upon the termination of this lease by the expiration hereof, the LESSEE shall have the option to renew this agreement on a year-to-year basis provided that the LESSOR consents in writing to such renewal.
5. The LESSOR covenants to keep the LESSEE in quiet possession during the term of this lease.
6. Parking privileges are not a part of the lease agreement and must be separately negotiated with LESSOR.
7. The LESSOR may allow the LESSEE to utilize other facilities within the complex upon such terms and conditions as the LESSOR may, from time to time, determine.
8. Upon the termination of this lease for any reason, subject to Paragraph 4 above, the LESSEE covenants that LESSEE will have the premises completely vacated by the thirty-first (31st) day following termination. Rent will be due for this 31st day period. Furthermore, the LESSEE hereby expressly agrees that if said premises are not vacated after termination without the written consent of LESSOR, the LESSOR shall have the full power and authority to enter upon the premises and remove the LESSEE therefrom, together with any property therein which belongs to LESSEE or is within the apparent possession and control of LESSEE. Furthermore, in the event of the removal of any property, a hereinabove mentioned, by the LESSOR, the LESSEE agrees to pay the cost incurred by the LESSOR in the removal and storage of any property, by the LESSOR, the LESSEE agrees to pay the cost incurred by the LESSOR in the

removal of same. The LESSEE expressly allows LESSOR to have such property stored at any facility that covenants, allowances or authorizations hereinabove granted or otherwise provided to LESSOR by LESSEE are hereby expressly applicable to LESSEE and to any successors or assignees of LESSEE.

9. The LESSEE agrees that it will not sublet, rent, lease, assign, or otherwise provide utilization of the leased premises by any other person or entity except upon the prior written approval of the LESSOR. LESSEE further agrees that the approval by the LESSOR or any one assignment or sublease does not waive the requirement of the LESSOR'S approval for any subsequent assignment or sublease.
10. No demand of rent at any time may be made and LESSOR hereby expressly waives demand of rent, and it shall be the duty of the LESSEE to pay the rent semi-annually upon the signing of this lease by appropriate representatives of both the LESSEE and LESSOR, without demand. Failure to pay rent shall, at the option of the LESSOR, cause the lease to be forfeited by LESSEE and, in such event, the LESSEE shall become liable to the LESSOR for any rental amounts which would have, except for such forfeiture, been payable under the lease for any un-expired portion of the lease.
11. The LESSEE expressly agrees to allow the LESSOR, or its authorized agents, access to and entry upon the premises at any time for any purpose, and if the property becomes for sale, to place signs on the property.
12. The LESSEE may make repairs, paint, or wallpaper leased premises without the prior written approval of the LESSOR with the costs of any work being the full and complete liability of the LESSEE. However, the LESSEE shall not undertake any remodeling, renovation or major alteration of the leased premises without the prior written approval of the LESSOR. In the event the LESSOR does so provide its approval, the costs of any work shall be fully and completely the liability of the entity initiating the work unless otherwise stated in a written agreement between the LESSOR and LESSEE.
13. The LESSEE covenants to return the leased premises to the LESSOR at the termination of this lease in as good a state of repair as when the premises were received, ordinary wear and tear accepted.
14. LESSEE agrees to pay the LESSOR a sum of \$6,000 annually for rent, conditioned upon the availability and funding from the United States Public Health Service. Both LESSOR and LESSEE agree that in the event the "Public Health Service" reduces or withdraws funding, the lease is not binding on either party.
15. LESSEE and LESSOR agree that the amount of rent shall be negotiated on an annual basis and will be dependent upon the availability of federal funds.
16. LESSEE and LESSOR agree that this document constitutes their full and

complete agreement.

17. LESSOR and LESSEE agree that no changes in this agreement shall be valid unless such changes or modifications are agreed to in writing by the parties.
18. In the event of default on behalf of either party which requires the other party to seek or recover rent and/or damages, the party at fault shall be responsible for all cost and attorney fees necessary for the collection thereof.

AMENDMENT AND TERMINATION:

1. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate official (s), and may be terminated if federal funding ceases.
2. This contract may be terminated by either party by giving written notice to the other, at least 60 days before the effective date of such termination. In that event, the LESSOR shall be entitled to receive just and equitable compensation for the months space was occupied up to the date of termination.

Notwithstanding the above, the LESSEE shall not be relieved of liability to the LESSOR for damages sustained by virtue of any breach of this contract.

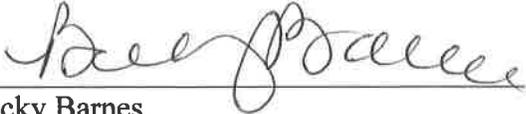
This contract shall not be binding upon the parties until approved by appropriate officials from both parties and a copy of said approved contract provided to both parties.

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

Date

Jens Christensen
Executive Director
Chattanooga Community Kitchen

Date



Becky Barnes
Administrator
Chattanooga-Hamilton County Health Department

Date

Jim M. Coppinger
Hamilton County Mayor



Hamilton County Board of Commissioners RESOLUTION

No. 715-9

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO CONTINUE AN AGREEMENT BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, BETWEEN HAMILTON COUNTY AND THE TENNESSEE DEPARTMENT OF HUMAN SERVICES TO PROVIDE ADULT DAYCARE AND HOMEMAKER SERVICES FOR ELIGIBLE INDIVIDUALS AND FAMILIES AMOUNTING TO \$338,037.00.

WHEREAS, Hamilton County is committed to improving the plight of its elderly and special needs citizens; and,

WHEREAS, pursuant to Title XX of the Social Security Act, the Tennessee Department of Human Services seeks to enter into a contractual agreement with Hamilton County for social services as prescribed by the Tennessee Comprehensive Annual Plan for persons who meet the eligibility requirements; and,

WHEREAS, the County subcontracts with Partnership for Families, Children, and Adults Inc., to provide Homemaker Services, and Signal Centers, Inc. to provide Adult Daycare Services; and,

WHEREAS, funding for the period July 1, 2015, through June 30, 2016, is as follows:

Tennessee Department of Human Services	\$270,430.00
Hamilton County	<u>\$ 67,607.00</u>
	\$338,037.00; and,

WHEREAS, these revenues and expenditures have previously been budgeted in the Emergency Services Department.

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

That the County Mayor is hereby authorized to continue an agreement (copies available upon request) between Hamilton County and the Tennessee Department of Human Services to provide social services in the amount of \$270,430.00 for eligible individuals and families pursuant to Title XX of the Social Security Act, and provide local funds in the amount of \$67,607.00 previously budgeted in the Emergency Services Department.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 1, 2015

Date

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
HAMILTON COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Hamilton County Government, hereinafter referred to as the "Grantee," is for the provision of Social Block Grant (SSBG) – Adult Day Care Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4212

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall perform SSBG program and fiscal responsibilities in accordance with the current *Department of Human Services State Application for the Social Services Block Grant (SSBG) program; SSBG Policy and Procedures Manual; Department of Human Services' Adult Day Care Licensure Standards; all applicable Office of Management and Budget (OMB) circulars; and all applicable Department of Human Services' program and fiscal policy memorandums.*
- A.3. The Grantee shall participate in interagency planning and program development in an effort to achieve the highest level of coordination and integration of unduplicated services.
- A.4. The Grantee shall provide case management and supportive services to adults referred by the Department of Human Services' Adult Protective Services (APS) staff and to Income-Eligible clients with preference given to APS clients. APS clients shall be accepted regardless of age and without regard to income.
- A.5. The Grantee shall provide a structured program of personal care in an approved community-based facility. The activities funded through this grant may include, but will not be limited to:
 - i. nutritional services;
 - ii. life enrichment activities;
 - iii. transportation to and from the program;
 - iv. health monitoring;
 - v. speech and hearing therapy;
 - vi. physical and psychological examination;
 - vii. counseling for the client and/or family; and
 - viii. work activities or continuing education, as appropriate.
- A.6. The Grantee shall determine eligibility for clients using written guidelines, service authorizations, and technical assistance provided by the State.
- A.7. The Grantee shall maintain a waiting list of clients who were referred by APS staff and qualify for services, but cannot be served within 7 days. The Grantee shall update this list at least once per month and provide a copy of this list to local APS staff and the State SSBG office on the 1st business day of the month. Clients on the waiting list will be served by the Grantee in chronological order, from the date of referral. The Grantee shall, however, upon the recommendation of APS staff, move a client with critical needs to the top of the waiting list to be served in the next available SSBG slot. Clients shall not remain on the waiting list longer than 90

calendar days. The Grantee will develop and submit a corrective action plan to the Department of Human Services for clients over the 90 day waiting period.

- A.8. The Grantee shall actively provide services to clients a minimum of 30 days after services have been initiated.
- A.9. The Grantee shall consult with APS Program Staff prior to any APS client being denied services or a case closing. The Grantee shall discuss any health and safety concerns with APS Program Staff as soon as identified. If APS Program Staff and Grantee cannot agree on the issues, Community Services staff shall make the final decision. Once case closure has been recommended and APS closes their case, The Grantee shall wait 30 days to reassess the situation, unless an exception exists due to a change in circumstances.
- A.10. The Grantee shall meet performance benchmarks as defined by the State. In the event the Grantee fails to meet such benchmarks, the Grantee shall submit a Corrective Action Plan to the State for approval. Continued failure to meet subsequent benchmarks may result in a reduction of funding.
 - i. The Grantee shall, ensure quality customer service. The Grantee will measure client satisfaction using a State-approved survey form upon case closure. If the survey indicates a satisfaction rate of less than 80%, Grantee shall develop a corrective action plan to improve performance.
- A.11. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur.
- A.12. The Grantee shall employ a procedure for client appeals. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.
- A.13. The Grantee shall submit a monthly client services report, in the format provided by the State, as supporting documentation to the Grantee's monthly invoice. Payment of the monthly invoice is contingent upon receipt of the monthly client services report.
- A.14. The Grantee shall meet all requirements for licensure for the services provided under this Grant Contract. Any lapse in licensure due to program violations during the term of this contract shall result in program reimbursements being withheld until the requirements for licensure have been met.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning July 1, 2015 and ending on June 30, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed eighty seven thousand seventy dollars and fourteen cents (\$87,070.14) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute 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 Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- 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:

Fiscalcommsvs.dhs@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Human Services; Adult and Family Services.
 - (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.

- 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 ten percent (10%) 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 any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount 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 non-allowable costs.

- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract 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 present 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 present 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- 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.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Mamawah Hill, Social Services Administrator
Department of Human Services
400 Deaderick Street, 8th Floor

Nashville, TN 37243-1403
Mamawah.Hill@tn.gov
Telephone # 615-313-5451
FAX # 615-313-4929

The Grantee:

Carla Sewell, Community Service Manager
Chattanooga Hamilton County Health Department
921 E. Third Street
Chattanooga, TN 37403
carlas@hamiltontn.gov
Telephone# 423-209-8375
Fax# 423-209-8377

Becky Barnes, Administrator (Designate Signatory)
Chattanooga-Hamilton County Health Department
921 E. Third Street
Chattanooga, TN 37403
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.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable 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 or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained 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 their 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, Audit Requirements, and Cost Principles 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.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. 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.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award..

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant Contract.
- D.26. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.27. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.28. 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.29. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.30. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant 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 requirements, including but not limited to those set forth herein, of FFATA 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 C.F.R. § 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>.)
 - (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 § C.F.R. 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 is amended to extend the 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 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. 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 for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.7. Disaster Recovery / Business Continuity Plan. The Grantee acknowledges and assures the State that it has in place a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the State upon request.

IN WITNESS WHEREOF,

CHATTANOOGA- HAMILTON COUNTY HEALTH DEPARTMENT:



6-18-15

BECKY BARNES, ADMINISTRATOR

DATE

HAMILTON COUNTY GOVERNMENT:

JIM COPPINGER, COUNTY MAYOR

DATE

DEPARTMENT OF HUMAN SERVICES:

RAQUEL HATTER, COMMISSIONER

DATE

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
HAMILTON COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Hamilton County Government, hereinafter referred to as the "Grantee," is for the provision of Social Block Grant (SSBG) – Homemaker Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4212

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall perform SSBG program and fiscal responsibilities in accordance with the current *Department of Human Services' State Application for the Social Services Block Grant (SSBG) program; SSBG Policy and Procedure Manual; the Tennessee Department of Mental Health and Substance Abuse Services Licensure Standards for Personal Support Services Agencies; all applicable Office of Management and Budget (OMB) circulars; and all applicable Department of Human Services' program and fiscal policy memorandums.*
- A.3. The Grantee shall participate in interagency planning and program development in an effort to achieve the highest level of coordination and integration of unduplicated services.
- A.4. The Grantee shall provide case management and supportive services to adults referred by the Department of Human Services Adult Protective Services (APS) staff. The Grantee may continue to provide services to income eligible clients who were being provided SSBG Homemaker services by the grantee prior to July 1, 2006.
- A.5. The Grantee shall provide a range of services designed to assist low-income individuals to maintain their independence for as long as possible. The activities funded through this grant may include, but will not be limited to:
- i. assistance with limited personal care, such as bathing, toileting, eating, dressing, grooming, and walking;
 - ii. help with simple health care routines, such as reminders to maintain diet restrictions and reminders to do recommended exercises;
 - iii. performance of routine household chores, such as sweeping, mopping, dusting, making beds, washing dishes, etc.;
 - iv. performance of washing, ironing, mending and caring for clothing;
 - v. assistance in obtaining appropriate medical care;
 - vi. providing and/or arranging transportation to essential shopping and errands with or for the individual (for example, grocery shopping, having prescriptions filled, paying bills);
 - vii. preparation of and/or providing education about the preparation of nutritious, appetizing meals;
 - viii. provision of consumer education and assistance with household budgeting;
 - ix. giving assistance and instruction to individuals or caregivers in taking or giving medications;

- x. provision of assistance in the selection and purchase of items needed to make the home adequate for the individual;
 - xi. assisting the individual or caregiver in establishing or improving a home;
 - xii. assisting the individual or caregiver in learning to access and use community resources;
 - xiii. teaching good grooming and healthy living habits;
 - xiv. treatment of bedbugs;
 - xv. provision of temporary supervision of an individual in his/her own home in the absence of the caregiver in an emergency situation, such as illness of the caregiver or temporary absence of the caregiver; and
 - xvi. conferring with Department of Human Services Adult Protective Services staff.
- A.6. The Grantee shall determine eligibility for clients using written guidelines, service authorizations, and technical assistance provided by the State.
- A.7. The Grantee shall maintain a waiting list of clients who were referred by APS staff and qualify for services, but cannot be served within 7 days. The Grantee shall update this list at least once per month and provide a copy of this list to local APS staff and the State SSBG office on the 1st business day of the month. Clients on the waiting list will be served by the Grantee in chronological order, from the date of referral. The Grantee shall, however, upon the recommendation of APS staff, move a client with critical needs to the top of the waiting list to be served in the next available SSBG slot. Clients shall not remain on the waiting list longer than 90 calendar days. The Grantee will develop and submit a corrective action plan to the Department of Human Services for clients over the 90 day waiting period.
- A.8. The Grantee shall actively provide services to clients a minimum of 30 days after services have been initiated and assist in facilitating health and safety concerns outlined by the APS Program Staff.
- A.9. The Grantee shall consult with APS Program Staff prior to any APS client being denied services or a case closure. The Grantee shall discuss any health and safety concerns with APS Program Staff as soon as identified. If APS Program Staff and Grantee cannot agree on the issues, Community Services staff shall make the final decision. Once case closure has been recommended and APS closes their case, The Grantee shall wait 30 days to reassess the situation, unless an exception exists due to a change in circumstances.
- A.10. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur.
- A.11. The Grantee shall meet performance benchmarks as defined by the State. In the event that Grantee fails to meet such benchmarks, Grantee shall submit a Corrective Action Plan to the State for approval. Continued failure to meet subsequent benchmarks may result in a reduction of funding.
- i. The Grantee shall, ensure quality customer service. The Grantee will measure client satisfaction using a State-approved survey form upon case closure. If the survey indicates a satisfaction rate of less than 80%, Grantee shall develop a corrective action plan to improve performance.
- A.12. The Grantee shall employ a procedure for client appeals. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.

- A.13. The Grantee shall submit a monthly client services report, in the format provided by the State, as supporting documentation to the Grantee's monthly invoice. Payment of the monthly invoice is contingent upon receipt of the monthly client services report.
- A.14. The Grantee shall submit quarterly Expense and Revenue reports in the format provided to the Grantee, within forty-five (45) days after the end of the quarter. Failure to submit the quarterly fiscal report by the due date shall result in program reimbursements being withheld until the report has been received.
- A.15. The Grantee shall meet all requirements for licensure for the services provided under this Grant Contract. Any lapse in licensure due to program violations during the term of this contract shall result in program reimbursements being withheld until the requirements for licensure have been met.
- A.16. The Grantee shall use a State-approved application for SSBG services.
- A.17. The Grantee shall use a State-approved SSBG Risk Assessment Tool for SSBG services to assess underlying needs, and to better determine outcomes for maintaining independence.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning July 1, 2015 and ending on June 30, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred eighty three thousand three hundred fifty nine dollars and forty-seven cents (\$183,359.47) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute 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 Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- 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:

Fiscalcommsvs.dhs@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable):
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Human Services; Adult and Family Services.
- (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.

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 ten percent (10%) 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 any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount 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 non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract 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 present 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 present 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- 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.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Mamawah Hill, Social Services Administrator
Department of Human Services
400 Deaderick Street, 8th Floor
Nashville, TN 37243-1403
Mamawah.Hill@tn.gov
Telephone # 615-313-5451
FAX # 615-313-4929

The Grantee:

Carla Sewell, Community Service Manager
Chattanooga Hamilton County Health Department
921 E. Third Street
Chattanooga, TN 37403
carlas@hamiltontn.gov
Telephone# 423-209-8375
Fax# 423-209-8377

Becky Barnes, Administrator (Designate Signatory)
Chattanooga-Hamilton County Health Department
921 E. Third Street
Chattanooga, TN 37403
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.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable 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 or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State,

the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained 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 their 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, Audit Requirements, and Cost Principles 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.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. 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.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award..
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant 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 requirements, including but not limited to those set forth herein, of FFATA 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 C.F.R. § 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 § C.F.R. 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 is amended to extend the 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 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. 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 for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.7. Disaster Recovery / Business Continuity Plan. The Grantee acknowledges and assures the State that it has in place a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the State upon request.

IN WITNESS WHEREOF,

CHATTANOOGA- HAMILTON COUNTY HEALTH DEPARTMENT:



BECKY BARNES, ADMINISTRATOR

6-18-15

DATE

HAMILTON COUNTY GOVERNMENT

JIM COPPINGER, COUNTY MAYOR

DATE

DEPARTMENT OF HUMAN SERVICES:

RAQUEL HATTER, COMMISSIONER

DATE

**MEMO OF UNDERSTANDING BETWEEN
HAMILTON COUNTY, TN
AND
PARTNERSHIP FOR FAMILIES, CHILDREN, AND ADULTS, INC.**

THIS MEMO OF UNDERSTANDING is made and is entered into by and between HAMILTON COUNTY, TN, hereinafter referred to as “COUNTY”, and PARTNERSHIP FOR FAMILIES, CHILDREN, AND ADULTS, INC., a non-profit corporation chartered under the laws of the State of Tennessee, with authority to enter into and execute this Memo of Understanding, hereinafter referred to as “PROVIDER”.

WHEREAS, the COUNTY is committed to the improvement of services to Hamilton County citizens and their families; and,

WHEREAS, the PROVIDER desires to provide services for Hamilton County citizens and their families

NOW, THEREFORE, the parties agree to the following:

I. The PROVIDER agrees:

A. SERVICE DELIVERY--

A.1. The PROVIDER shall provide all service deliverables, terms, payments and conditions, standards and conditions, and special conditions on behalf of the COUNTY/GRANTEE as its subcontractor as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Memo of Understanding in accordance with the attached Grant Contract Between the State of Tennessee Department of Human Services and Hamilton County Government, hereinafter referred to as the DHS Contract.

A.2. To provide homemaker services on behalf of the COUNTY for approximately forty two (42) adults based on a two hour unit of service (visit) at approximately \$90.07 per unit/visit. The PROVIDER will deliver Homemaker Services in accordance with COUNTY policies and procedures to ensure the coordination, monitoring, and performance of SSBG program and fiscal responsibilities as set forth in the DHS Contract.

III. The Parties hereinto mutually agree:

The definition of service(s) contained as an exhibit of this Memo of Understanding may be renegotiated by either party by giving written notice of at least thirty (30) days to the other;

A. This Memo of Understanding may be terminated by either party by giving written notice to the other at least ninety (90) days before the effective date of termination. In the event of termination, the parties shall be entitled to receive satisfactory, authorized work completed as of the termination date;

B. If federal funds are used to support this memo of understanding, PROVIDER shall comply with all federal regulations in the performance of his duties under this Memo of Understanding;

C. That this Memo of Understanding is for the period beginning 7-1-2015 and ending 6-30-2016.

IN WITNESS WHEREOF, this MEMO OF UNDERSTANDING is executed on this the _____ day of _____, 2015.

HAMILTON COUNTY, TN

HAMILTON COUNTY AUTHORIZED OFFICIAL

BY: Becky Barnes Date 6/23/15
Becky Barnes, Administrator Date

BY: _____ Date _____
Jim M. Coppinger, County Mayor Date

PARTNERSHIP FOR FAMILIES CHILDREN & ADULTS

BY: Sandra Hollett

PRESIDENT, BOARD OF DIRECTORS or
BOARD AUTHORIZED AGENCY REPRESENTATIVE



Subscribed and sworn to before me, in my presence, this 23rd day of June, 2015, a Notary Public in and for Hamilton County, State of Tennessee.

Ann Gunter

**MEMO OF UNDERSTANDING BETWEEN
HAMILTON COUNTY, TN
AND
SIGNAL CENTER, INC.**

THIS MEMO OF UNDERSTANDING is made and is entered into by and between HAMILTON COUNTY, TN, hereinafter referred to as “COUNTY”, and SIGNAL CENTERS, INC., a non-profit corporation chartered under the laws of the State of Tennessee, with authority to enter into and execute this Memo of Understanding, hereinafter referred to as “PROVIDER”.

WHEREAS, the COUNTY is committed to the improvement of services to Hamilton County citizens and their families; and,

WHEREAS, the PROVIDER desires to provide services for Hamilton County citizens and their families

NOW, THEREFORE, the parties agree to the following:

I. The PROVIDER agrees:

A. SERVICE DELIVERY--

A.1. The PROVIDER shall provide all service deliverables, terms, payments and conditions, standards and conditions, and special conditions on behalf of the COUNTY/GRANTEE as its subcontractor as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Memo of Understanding in accordance with the attached Grant Contract Between the State of Tennessee Department of Human Services and Hamilton County Government, hereinafter referred to as the DHS Contract.

A.2. To provide Adult Day Care services on behalf of the COUNTY for approximately thirteen (13) individuals based on a day of service unit at approximately \$44.65 per unit/visit. The PROVIDER will deliver Adult Day Care Services in accordance with COUNTY policies and procedures to ensure the coordination, monitoring, and performance of SSBG program and fiscal responsibilities as set forth in the DHS Contract.

A.3. The PROVIDER shall provide an intergenerational structured program of care with an arts and recreation based focus. Program participants develop, maintain, or increase their work, social, and daily living skills while maintaining or increasing their independence.

B. CONTRACT PERIOD:

This subcontract shall be effective for the period beginning July 1, 2015 and ending on June 30, 2016. The PROVIDER hereby acknowledges and affirms that the COUNTY shall have no obligation for PROVIDER services or expenditures that were not completed within this specified contract period.

II. The COUNTY agrees:

A. That, subject to the availability of funds, to pay PROVIDER for services covered by this Memo of Understanding. The total cost of these services will not exceed: Tennessee

Department of Human Services \$ 87,070

Hamilton County Government \$ 21,768

Total \$108,838

B. HAMILTON COUNTY will reimburse funding to "PROVIDER" on a monthly basis upon receipt of the monthly funding request which consists of three (3) properly completed forms: (1) Tennessee Department of Human Services Report of SSBG Clients/Units Served by Classification, (2) client list with designated eligibility classification 3) State of Tennessee Invoice for Reimbursement (comprehensive) line item budget. Forms may be revised or changed as necessary. Each monthly funding request packet must be received by the 20th of the next month or date as designated. Incomplete or inaccurate packets will be returned to the agency and considered late if not corrected and returned to the COUNTY by the submission deadline of the 20th. The COUNTY will monitor the correctness of eligibility of clients based on written guidelines, service authorizations, and technical assistance proved by the State. Additional reports and deadlines may be added or revised as necessary.

III. The Parties hereinto mutually agree:

The definition of service(s) contained as an exhibit of this Memo of Understanding may be renegotiated by either party by giving written notice of at least thirty (30) days to the other;

- A. This Memo of Understanding may be terminated by either party by giving written notice to the other at least ninety (90) days before the effective date of termination. In the event of termination, the parties shall be entitled to receive satisfactory, authorized work completed as of the termination date;
- B. If federal funds are used to support this memo of understanding, PROVIDER shall comply with all federal regulations in the performance of his duties under this Memo of Understanding;
- C. That this Memo of Understanding is for the period beginning 7-1-2015 and ending 6-30-2016.

IN WITNESS WHEREOF, this MEMO OF UNDERSTANDING is executed on this the _____ day of _____, 2015.

HAMILTON COUNTY, TN

HAMILTON COUNTY AUTHORIZED OFFICIAL

BY: Becky Barnes 6/23/15
Becky Barnes, Administrator Date

BY: _____
Jim M. Coppinger, County Mayor Date

SIGNAL CENTERS, INC.

BY: Donna McCannico

PRESIDENT, BOARD OF DIRECTORS or

BOARD AUTHORIZED AGENCY REPRESENTATIVE

Subscribed and sworn to before me, in my presence, this 23 day of June, 2015, a Notary Public in and for Hamilton County, State of Tennessee.

Angela D. Hester





Hamilton County Board of Commissioners RESOLUTION

No. 715-10

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ACCEPT AN AGREEMENT BEGINNING JULY 1, 2015 AND ENDING ON JUNE 30, 2016, BETWEEN HAMILTON COUNTY AND THE CITY OF CHATTANOOGA IN THE AMOUNT OF \$30,000.00 TO PROVIDE FINANCIAL ASSISTANCE TO FAMILIES AND INDIVIDUALS TO PREVENT THOSE FAMILIES AND INDIVIDUALS FROM BECOMING HOMELESS.

WHEREAS, the City of Chattanooga has received Emergency Solutions Grant funds from the Department of Housing and Urban Development; and

WHEREAS, these funds are to be used to assist individuals and families imminently at risk of homelessness in maintaining permanent housing; and

WHEREAS, the City of Chattanooga seeks to subcontract with Hamilton County to distribute these funds through the Emergency Assistance Program; and

WHEREAS, the Hamilton County Emergency Assistance Program already provides temporary assistance to individuals and families with a mission to prevent homelessness and foster self sufficiency.

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

That the County Mayor is authorized to accept an agreement between Hamilton County and the City of Chattanooga in the amount of \$30,000.00 to provide financial assistance to families and individuals for the prevention of homelessness.

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

July 1, 2015

Date

EMERGENCY SOLUTIONS GRANT (ESG)
Agreement

Between

City of Chattanooga

and

HAMILTON COUNTY GOVERNMENT EMERGENCY ASSISTANCE PROGRAM

in the amount of \$30,000 for Fiscal Year 2015-2016

Project/Program: Emergency Shelter

THIS AGREEMENT, made and entered into by and between the City of Chattanooga, Tennessee, acting through the Department of Economic and Community Development with principal offices at 101 East Eleventh Street, Suite 200, Chattanooga, Tennessee 37402, as part of the first party hereinafter called "City" or "Grantor", and HAMILTON COUNTY GOVERNMENT, a nonprofit corporation organized pursuant to the laws of the State of Tennessee, with principal offices at 108 Hamilton County Courthouse, Chattanooga, TN 37402, and its subcontractors, as part of the second party, hereinafter jointly called, "ECD", "Subrecipient" or "Grantee".

WITNESSETH

WHEREAS, the City has received Emergency Solutions Grant (ESG) to be used for activities eligible under the McKinney-Vento Act of 1988 (Public Law 100-77) with said grant being made available through the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Subrecipient is involved in ESG eligible activities; and

WHEREAS, the Subrecipient has requested \$30,000 for the ESG eligible activities described in Article I; and

WHEREAS, this activity has been determined to be an eligible ESG activity according to 24 CFR Part 576 as amended; and

WHEREAS, the Subrecipient has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, the Council of the City of Chattanooga has approved this Project and allocated the necessary funds to the Project: and

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to bind themselves to the following terms and conditions:

ARTICLE I. STATEMENT OF WORK

1. *ESG Requirements*

Under this agreement, Subrecipient is receiving an allocation of ESG funds. The Subrecipient shall become familiar with and agrees to comply with the ESG program regulations set forth at 24 CFR Part 576 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

2. *Activities*

The Subrecipient will be responsible for administering an ESG Project for fiscal year 2015-2016 in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The approved project will include the following activities eligible under the ESG Program:

Project Description

Funds are provided to provide for homeless prevention and rapid re-housing for 30 households receiving case management and/or supportive social services at the Chattanooga-Hamilton County Health Department as described below:

- A. Activity: The assistance will help program participants obtain or regain permanent housing stability. The Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the ESG program.
- B. Location: 921 E. Third Street, Chattanooga, TN 37403
- C. Beneficiaries: Individuals and Families
- D. Project Implementation: July 1, 2015
- E. Purpose of the activity/benefit: To provide case management services, emergency temporary housing, utility deposits, and other needs necessary to encourage Self-Sufficiency.

3. National Objectives and Outcomes

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the ESG program's National Objectives - 1) engage homeless individuals and families living on the street; 2) improve the number and quality of emergency shelters for homeless individuals and families; 3) help operate these shelters; 4) provide essential services to shelter residents, 5) rapidly re-house homeless individuals and families, and 6) prevent families and individuals from becoming homeless. As defined in CFR Part 570.201(e), this project has been determined to meet the following national objective and outcomes:

1. National Objective: **Prevention**
2. Program Project Objectives and Outcomes

Objective #1 – Suitable living environment through improved accessibility.

Outcome #3 – Enhance suitable living environment through improved/new accessibility.

4. Implementation Schedule and Time of Performance

Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the schedule below. The City will monitor the performance of the subrecipient against goals and performance as stated. If the Subrecipient fails to adhere to the performance outcomes indicated below, the following actions will be taken:

1. A formal letter will be sent from the City reminding the Subrecipient of their obligations and the time frame and outcomes for which the Subrecipient has for getting back on schedule. If the problem is not rectified;
2. Technical assistance will be provided to the Subrecipient to assist in helping to correct the deficiency. If the problem still persists;
3. The Subrecipient may be found in breach of contract and all remaining funding may be pulled and reallocated. All expended funding may be repaid to the City for reallocation.

Program Performance Timeline

The Subrecipient shall perform the activities for the Project/Program under this Agreement during the timeframe beginning July 1, 2015 and ending on June 30, 2016. However, the City reserves the right to extend the terms of this Agreement and any necessary and applicable provisions herein to cover any additional time period during which the Subrecipient remains in control of ESG funds or other assets, including program income.

Task/Milestone
Case Management

Proposed Date of Completion
June 30, 2016

5. Budget and Match Requirement

A. Budget

Budget Item	Funding Source		TOTAL
	ESG	Other	
Emergency Assistance Prog	\$30,000	\$30,000	\$60,000
	\$	\$	\$
TOTALS	\$30,000	\$30,000	\$60,000

The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this budget must be approved in writing by the City and the Subrecipient.

- B. Match Requirement: The Subrecipient shall match the funds provided in this agreement as set forth in 24 CFR 576.201. Eligibility of matching fund sources shall be subject to review and approval by the City. In the event the City determines that the Subrecipient’s match funds are not in compliance with HUD regulations, policies, or directives, the City may, in its sole discretion, either: i) suspend this agreement as provided in Article VII; or ii) reduce the total funding amount proportionate to the ineligible match funds.

6. General Administration

The Subrecipient will be responsible for administering the ESG funded Project/Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the program/project. The City will provide technical assistance to the Subrecipient and monitor the Subrecipient’s performance against goals and performance standards required herein. Subrecipient will not undertake activities or expend ESG funds until, at minimum; Subrecipient has been notified by the City that the activity is in compliance with the National Environmental Policy Act of 1969 and 24 CFR Part 58.

7. Staffing/Organizational Capacity

Subrecipient must maintain overall capacity to continue as a going concern through the term of the contract. The Subrecipient shall retain and assign qualified personnel, as applicable, to carryout activities/programs through the term of the Agreement. The following staff/key personnel are assigned this Project/Program.

Staff Member	Duties
Carla Sewell	Community Service Manager

8. City and Subrecipient Contacts

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Chattanooga	Subrecipient
Paula Coleman	Carla Sewell
City of Chattanooga	Community Services Manager
101 E 11 th Street, Suite 200	921 East Third Street
Chattanooga, TN 37402	Chattanooga, TN 37403
Email: coleman_p@chattanooga.gov	Email: carlas@hamiltontn.gov
Phone: (423) 643-7331	Phone: (423)209-8375

9. Compensation and Method of Payment

- A. The City shall pay and the Subrecipient agrees to accept in full no more than \$30,000 performance under this Agreement.
- B. All payments under this agreement are subject to receipt by the City of sufficient ESG funds from HUD.
- C. Requests by the Subrecipient for payment shall be on a reimbursement basis and shall be submitted to the City via a cover letter on Subrecipient’s letterhead and accompanied by proper documentation. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In no event shall the amount of the request exceed actual, eligible costs incurred.
- D. The City agrees to reimburse the Subrecipient for all authorized costs in such amounts and increments as may be approved by the City and allowable under this Agreement and under Federal, State, and local requirements as provided for in Article I(9)(F) above, provided a suspension of payment as provided for in Article VII hereof has not occurred, and provided further that Subrecipient has complied with the procedures for invoices and payments as set forth in this section.
- E. Requests for reimbursements for the payment of eligible expenses shall be made against the line item budget specified in Article 1 (5)(A) herein and in accordance with performance.
- F. Requests for reimbursement will not be processed prior to the following, at minimum:
 - i. The City having conducted an environmental review on the project;
 - ii. The City having on file a completed ESG Program project set-up form; and
 - iii. The City having on file, current, up-to-date Quarterly Status Reports.
- G. The City will not provide advance funding to the Subrecipient or any subcontractor hereunder. Advanced funding is not meant to include eligible unpaid cost incurred by

Subrecipient. The Subrecipient may not request disbursement of ESG funds until the funds are needed for eligible costs incurred.

- H. In lieu of reimbursements to Subrecipient, the City may, at its discretion and with prior approval, make direct payments to the Subrecipient's vendor for eligible costs incurred under this Agreement.
- I. If the City disburses ESG funds to Subrecipient on a basis other than reimbursement, the ESG funds must be expended by within seven days of its receipt for the requested disbursement from the City. Subrecipient may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- J. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 (implemented at 24 CFR Part 84) "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- K. The Subrecipient shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- L. The Subrecipient shall maintain a separate accounting for these funds.
- M. Subrecipient shall have an adequate financial system and internal fiscal controls.
- N. The final request for payment must be submitted to the City no later than 30 days after the expiration date of this Agreement in order to meet federal grant requirements. Funds spent after this date will not be reimbursed.
- O. At project completion, any unexpended funds shall be retained by the City. Upon written request, the City may consider the reallocation of unexpended funds to eligible projects proposed by Subrecipient.

10. Pre-Award Costs

To insure the timely start-up or uninterrupted continuation of Subrecipient programs and activities:

- A. With prior written approval from the City, Subrecipient may incur pre-award costs up to ninety (90) days prior to the effective date of the Agreement.
- B. Pre-award costs incurred by the Subrecipient must be necessary for the effective and economical conduct of the project, and the costs must be otherwise eligible in accordance with federal guidelines.

- C. Any pre-award costs are made at the Subrecipient's risk. The incurring of pre-award costs by the Subrecipient does not impose any obligation on the City to reimburse such costs in the absence of appropriations of federal funds, if an award is not subsequently made, or if an award is made for a lesser amount than the Subrecipient anticipated receiving.

11. Performance Monitoring

- A. The Subrecipient's performance will be based on adherence to all requirements outlined in this document. Failure to adhere particularly to requirements outlined at Article I (1-7) will be deemed, by the City to be substandard performance by Subrecipient.
- B. If the issue(s) attributable to the substandard performance is/are not satisfactorily addressed within the timeframe provided by the City, at its discretion the City may recapture any or all remaining funds available to the Subrecipient hereunder. Thereafter, the Subrecipient shall have no right or authority to request additional ESG funds hereunder and the Agreement may be terminated. Notwithstanding the foregoing, Subrecipient shall be subject to the requirements and period of affordability relating to all activities, if any, completed with ESG funds prior to the date of recapture and/or termination of the Agreement.

ARTICLE II. TERM OF CONTRACT

The term of this Agreement shall commence on the date when the Agreement is signed by the Mayor of the City of Chattanooga and shall end at the completion of all program activities, but in no event, no earlier than any additional time period during which the Subrecipient remains in control of ESG funds or other assets, including program income generated from ESG funds, or according to ARTICLE VII, SUSPENSION AND TERMINATION.

Upon expiration of the agreement any remaining ESG funds and accounts receivable attributable to the use of ESG funds must be transferred to the City.

ARTICLE III. PROGRAM INCOME/PROJECT PROCEEDS/RECAPTURED FUNDS

- A. Subrecipient agrees that any program income received as a result of this program less eligible costs incidental to the generation of said income shall be returned to the City on a monthly basis, unless specified otherwise. Program income means gross income received by the subrecipient directly generated from the use of ESG funds in accordance with 24 CFR 85.25.
- B. Subrecipient agrees that any program income generated by an activity that is only partially assisted with ESG funds shall be prorated to reflect the percentage of program income to be returned to the City by Subrecipient.

- C. In accordance with 24 CFR 570.503 (b) (8), Subrecipient shall transfer to the City upon expiration of this contract, any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds.
- D. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 must either:
 - a) Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b) Be disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property.
 - c) In the event that the subrecipient should cease to be a nonprofit entity, liquidate, dissolve, or cease to operate, the subrecipient agrees to assign and transfer to the City of Chattanooga all its rights, title and interest in real property that was purchased and improved using CDBG, HOME Investment Act, and ESG funds.

ARTICLE IV. ADMINISTRATIVE AND OTHER PROJECT REQUIREMENTS

1. Terms and Conditions

- A. Subrecipient shall comply with the requirements and standards of OMB Circular A-122 "Cost Principles for Non-Profit Organizations" and 24 CFR part 570.502(b), "Applicability of Uniform Administrative Requirements."
- B. The City may, from time to time, request changes in the scope of the Agreement and obligations to be performed hereunder by the Subrecipient. Any such changes that are mutually agreed upon by and between the City and the Subrecipient shall be incorporated herein by written amendment to this Agreement.
- C. The City shall have no responsibility or liability for the maintenance, operation, or program funding for the Subrecipient.
- D. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance as the Subrecipient is an independent contractor.
- E. **Coordination with Other Targeted Homeless Services.** The Subrecipient shall coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care

or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR 576.400(b).

- F. **System and Program Coordination with Mainstream Resources.** The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families may be eligible as set forth at 24 CFR 576.400©.
- G. **Centralized or Coordinated Assessment.** The Subrecipient shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the City. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth at 24 CFR 576.400(d).
- H. **Client Evaluation.** The Subrecipient shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 576.400(d) and the written standards established under 576.400(e).
- I. **Re-Evaluations for Rapid Re-Housing Assistance.** The Subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid-re-housing assistance as outlined in 24 CFR 576.401©.
- J. **Annual Income.** When determining the annual income of an individual or family, the Subrecipient must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401©.
- K. **Connecting program Participants to Mainstream and other Resources.** The Subrecipient must assist each program participant, as needed, to obtain appropriate supportive services as outlined in 24 CFR 576.401(e).
- L. **Terminating Assistance.** If a program participant violates program requirements; the Subrecipient may terminate the assistance in accordance with a formal process established by the Subrecipient that recognizes the rights of individuals affected. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases as outlined in 24 CFR 576.402.
- M. **Housing Stability Case Management.** The Subrecipient must follow the requirements for housing stability case management outlined in 24 CFR 576.401(e).
- N. **Confidentiality.** The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly

connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. The subrecipient shall ensure the confidentiality of client data pertaining to the provision of family violence prevention or treatment services as listed in 24 CFR 576.500(x).

- O. **Minimum Standards for Emergency Shelters.** Any building for which Emergency Solutions Grant funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR 476.403(b)(1-11).
- P. **Minimum Standards for Permanent Housing.** The Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR 576.403 ©(1-10).
- Q. **Participation of Homeless Persons in Policy-Making and Operations.** The Subrecipient understands they are required to involve not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the agency, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant. The Subrecipient also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR 576.405 in accordance with 42 U.S.C. 11365 (d) and 42 U.S.C. 11375 ©(7).

2. Insurance

At no additional cost to the City, the Subrecipient will procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by Subrecipient, its agents, representatives, employees, volunteers, or subcontractors.

The Subrecipient, Subcontractors, Consultants or Material Suppliers shall not commence work on the Project prior to providing, to the City's satisfaction, written evidence of conformance with all insurance requirements set forth herein. Insurance shall be placed by the Subrecipient with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the

City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

1. **Workmen's Compensation Insurance** that shall protect the Subrecipient against all claims under applicable state workmen's compensation laws shall be maintained. The Subrecipient shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Subrecipient shall require all Subcontractors to provide similar Workmen's Compensation Insurance for all Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Subrecipient. The liability limits shall not be less than that required by the statute.

2. **General Public Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Subrecipient against all claims arising from injuries including death, to members of the Public or damage to property of others arising out of any act or omission of the Subrecipient or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful proposer to defend and indemnify the City of Chattanooga against such claims or suits.
 - a. The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Subrecipient shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

 - b. To the extent that the work may require blasting, explosive conditions or underground operation, the **Comprehensive General Public Liability and Property Damage Coverage** shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

 - c. The comprehensive general public liability and property damage coverage shall also protect the Subrecipient against all claims resulting from damage to:
 - i. Private driveways, walks, shrubbery, and plantings
 - ii. Public utility facilities
 - iii. United States Government monuments

The liability limits shall not be less than:

Bodily Injury	\$500,000 each person
	\$1,000,000 each occurrence
Property Damage	\$250,000 each occurrence
	\$500,000 aggregate

3. **Comprehensive Motor Vehicle Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Subrecipient against all claims for

injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

- a. The liability limits shall not be less than:
 - i. Bodily Injury \$250,000 each person
 \$500,000 each occurrence
 - ii. Property Damage \$100,000 each occurrence

The Subrecipient shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Subrecipient allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor.

Adequate insurance coverage shall be maintained by the Subrecipient at all times. Failure to maintain adequate coverage shall not relieve the Subrecipient of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Subrecipient will not be permitted to commence with work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Subrecipient shall replace such policies with policies meeting his approval.

Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City, or County standards for licensing, certifications and operations of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this agreement to assure quality of services.

ARTICLE V. OTHER REQUIREMENTS

1. Dissolution of Organization

In the event the Subrecipient should cease to be a nonprofit entity, liquidate, dissolve, or cease to operate, the Subrecipient agrees to assign and transfer to the City of Chattanooga all its rights, title and interest in real property that was acquired and / or improved using CDBG, HOME Investment Act, ESG or other grant funds provided by the City.

2. Sub-Agreements and Contracts

The obligations of this Agreement shall be explicitly included in any subcontracts or agreements formed between the Subrecipient and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Subrecipient's obligations to the City.

3. *Fair Housing*

Subrecipient agrees that it will conduct and administer ESG activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Subrecipient publications and/or advertisements.

4. *Section 504 Compliance*

No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

5. *Non-Discrimination*

Subrecipient agrees to comply with 24 CFR Part I and Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982, which provide that no person shall on the ground of race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with federal funds made available pursuant to the Act. The Subrecipient agrees to post in a conspicuous place available to employees and applicants for employment or service, notices setting forth the provisions of these non-discrimination clauses.

6. *Non-Discrimination and Residential Property*

Subrecipient agrees, in accordance with Executive Order 11063, 12259, and 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982, that it will not discriminate based on race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, or marital status in the sale, leasing, rental or other disposition of residential property and related facilities, or in the use of occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

7. *Labor Standards General*

Subrecipient agrees that in instances in which there is construction work of over \$2,000 financed in whole or in part with ESG funds under this Agreement, the Subrecipient will adhere to the Davis-Bacon Act and Copeland Anti-Kickback Act (40 U.S.C. 276c), as

amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units.

The subrecipient agrees that for rehabilitation projects involving eight or more units, all contracts engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

8. *Labor Matters*

No person employed in the work covered by this contract shall be discharged, or in any way discriminated against, because he or she has filed any complaint or instituted, or caused to be instituted, any proceeding or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

9. *Environmental Standards*

Prior to the commitment of funds to an activity, an environmental review must be conducted on each activity by the CD staff. The Subrecipient agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with the City in complying with the Act and regulations, and that no activities will be undertaken until notified by the City that the activity is in compliance with the Act and regulations. It is the responsibility of the Subrecipient to submit a Request for Environmental Review to the City as soon as possible. The Subrecipient will submit the following to request an environmental review:

- i. Request for Environmental Review Form
- ii. Photos of site/property
- iii. Maps
- iv. Site Plans
- v. Design Drawings

The Subrecipient agrees that all activities must be in compliance with the following National Environmental Policy Act (NEPA) laws and authorities:

- i. Historic Preservation [36CFR Part 800]
- ii. Floodplain Management [24 CFR 55; Executive Order 11988]
- iii. Wetlands Protection [Executive Order 11990; 3 CFR §§ 2, 5]

- iv. Coastal Zone Management Act [16 USC 1451, §§307(c), (d)]
- v. Sole Source Aquifers [40 CFR 149]
- vi. Endangered Species Act [50 CFR 402]
- vii. Wild and Scenic Rivers Act [16 USC 1271, §§7(b), (c)]
- viii. Clean Air Act [40 CFR 6, 51, 93]
- ix. Farmland Protection Policy Act [7 CFR 658]
- x. Environmental Justice [Executive Order 12898]
- xi. Noise Abatement and Control [24 CFR 51, Subpart B]
- xii. Explosive and Flammable Operations [24 CFR 51(c)]
- xiii. Toxic Chemicals and Radioactive Materials [24 CFR 58.5(i)]
- xiv. Airport Clear Zones and Accident Potential Zones [24 CFR 51(d)]
- xv. Lead-Based Paint Regulations [24 CFR 35]

10. Housing Standards and Energy Star

Subrecipient agrees that housing that is re-constructed, or rehabilitated with ESG funds will meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances applicable to the level of assistance at the time of project completion.

All new construction and gut rehab shall be designed to meet the National ENERGY STAR efficiency performance specifications. Also, when applicable, ENERGY STAR qualified appliances should be used. All procedures shall comply with National Home Energy Rating System guidelines.

11. Flood Insurance

Subrecipient agrees that ESG funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain) unless the community is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification and flood insurance is obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

12. Displacement and Relocation

Subrecipient agrees to take all reasonable steps to minimize displacement of persons as a result of ESG assisted activities and will conduct activities assisted with ESG funds in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 24 CFR 576.408.

13. Non-Discrimination in Employment

Subrecipient agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, national origin, or familial status in all phases of employment during the performance of Federal or Federally assisted construction

contracts. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.

14. Employment and Business Opportunities

Section 3

Subrecipient agrees that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the City, and that contracts for work in connection with the project, be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the City.

In accordance with 24 CFR Part 135.5 beneficiaries under Section 3 are residents that reside in public housing or individuals residing in the metropolitan area or non-metropolitan county in which the assistance is expended that are low or very low income and fall within 50-80% of the median family income guidelines. The business concerns are businesses that are 51% or more owned by Section 3 residents; or whose full time employees include persons, at least 30% of whom are currently Section 3 residents or can provide evidence of a commitment to subcontract in excess of 25% of the amount awarded to Section 3 business concerns.

Activities covered under Section 3 include the following projects financed in whole or part using **CDBG, HOME Investment Act funding and other competitive grants that include Section 108, EDI/BEDI, HOPWA, Self-Help Homeownership Program, and Continuum of Care Homeless Assistance Programs:**

- a. **housing rehabilitation** (including reduction and abatement of lead-based paint hazards, but excludes routine maintenance, repair and replacement)
- b. **housing construction**, (including reconstruction, conversion) or
- c. **other public construction projects**, (including other buildings or improvements assisted with housing or community development assistance).

Contracts exclusively for supplies or materials are excluded unless the contract includes installation of materials.

Section 3 data must be reported quarterly and include the following reporting responsibilities:

- a. Notifying residents and business concerns about available economic opportunities
- b. Notifying labor unions and organizations of the contractor's commitments under section 3
- c. Notifying contractors of their responsibilities and incorporating the Section 3 clause into contracts

- d. Facilitating training and employment of residents by applying priority preferences at 24 CFR 135.34 (a) (2)
- e. Awarding contracts to Section 3 Businesses by applying priority preferences at 24 CFR 135.36 (a) (2)
- f. **Documentation of all actions to comply with Section 3:**
 - i. Number of contracts awarded
 - ii. Number of contracts awarded to Section 3 business concerns
 - iii. Number of new hires
 - iv. Number of new hires that are Section 3 residents
 - v. Training provided to Section 3 residents
 - vi. Post notices conspicuously at all section 3-covered work sites describing:
 - 1. The section 3 preference
 - 2. The minimum number and job titles subject to hire
 - 3. Apprenticeship and training positions available; the qualifications for each; and the name and location of the person taking applications
 - 4. The anticipated start date of the work

15. Lead-Based Paint

Subrecipient agrees to comply with the Lead Based Paint Poisoning Prevention Act's prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 92.355 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

16. Debarred, Suspended, or Ineligible Contractor

Subrecipient agrees to comply with 24 CFR part 24 with regard to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status.

17. Conflict of Interest

Subrecipient agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 92.356, and 24 CFR part 84.42 (Revised OMB Circular A-102 and A-110) as appropriate. No member of the governing body of the Subrecipient, City, County, State, or Federal Government who exercises any functions or responsibilities in connection with the carrying out of the project to which this contract pertains, shall have any personal interest,

direct or indirect, in the contract for services performed pursuant to this contract. All personnel required hereunder to perform any repairs specified herein shall be fully qualified and shall be authorized or permitted under applicable Federal, State, and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed or work under this contract.

18. Drug Free Workplace

In accordance with 24 CFR part 24, subpart A, Subrecipient agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession, or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

19. Infrastructure Improvement Projects

The responsibility for the design and construction of any infrastructure improvement, i.e., sidewalks, curb and gutter, trees, lighting, street rehabilitation, new streets, sanitary sewers, storm drainage, etc. lies with the Department of Public Works, City of Chattanooga.

Subrecipient must adhere to all parties and policies of the Department of Public Works and coordinate infrastructure improvement projects with the department to be approved for reimbursement of all project costs.

20. Publicity

The Subrecipient shall acknowledge the contribution of the ESG Program in all published literature, brochures, program, flyers, etc, during the term of the Agreement. Any publicity generated by the Subrecipient for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Chattanooga in making the project possible. The words "City of Chattanooga's Department Economic and Community Development; Andy Berke, Mayor" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

21. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if the Subrecipient fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the Suspension and Termination provisions of Article VII. For purposes of this Agreement, timely expenditure of funds means the Subrecipient shall expend or obligate by contract, as applicable, funds as specified in the approved timetable in Article I, Sections 4 and 5.

22. Compliance with Laws

The Subrecipient shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property

in performing any of the work embraced by this contract.

23. Assignability

The Subrecipient shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written approval of the City.

24. Equal Employment Opportunity

The Subrecipient agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

25. Affirmative Action

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. The Subrecipient will take affirmative action to insure that applicants are reviewed fairly, and that all employees are treated equally and without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

The Subrecipient agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with ESG activities and to comply with the City's Minority and Women Owned Business Outreach Plan.

As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

26. Religious Organizations

As provided by 24 CFR 92.257:

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the ESG program. Neither the federal government nor a state or local government receiving funds under ESG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- C. A religious organization that participates in the ESG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. ESG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. ESG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds in this part. Sanctuaries, chapels, or other rooms that a ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for ESG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

27. Affirmative Marketing

For housing administered by the Subrecipient containing 5 or more CDBG-assisted units, the Subrecipient agrees to comply with the City's ESG Affirmative Marketing Plan as required

by and with 24 CFR 92.351. The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance or families with tenant-based rental assistance provided with ESG funds.

28. Consultant Activities

In accordance with 24 CFR part 85, no person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with ESG funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

29. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 a 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 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 Federal 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (i) 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; and

- d. Lobby Certification -This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE VI. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

- A. In order to document the low and moderate income benefit required in 24 CFR 570.200 (a) (2), Subrecipient shall maintain records that document all clients served by the Subrecipient with ESG funds. In addition to records that document the number of clients served, the Subrecipient shall also document each client's race, family size, annual household income, and whether or not the family is female-headed. Such records shall include but not limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the ESG program;
 3. Records required to determine the eligibility of activities;
 4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
 5. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
 6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
 7. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- B. Subrecipient shall prepare and submit reports relative to this project to the City at the City's request. Grantee shall prepare and submit status reports regarding the activities and overall progress of funding to the City of Chattanooga's Department of Economic and Community Development, at minimum, on a quarterly basis in the format prescribed by the City. Status reports must be submitted by the 15th day following the end of the quarter. For the City of Chattanooga those dates are October 15, January 15, April 15 and July 15. **The subrecipient must participate in the Homeless Management Information System (HMIS), and provide the City with data necessary to fulfill reporting requirements to HUD throughout the program year. Requests for payments or reimbursements will not be processed if the grantee is delinquent in the submittal of these reports. All reports shall be submitted to your City grant contact and copied to:**

Regina Partap

**City of Chattanooga
Department of Economic & Community Development
101 E 11th Street, Suite 200
Chattanooga, TN 37402
partap_r@chattanooga.gov**

- C. Subrecipient shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices, which sufficiently and properly reflect all expenditures of funds provided by the City under this Agreement.
- D. Subrecipient shall make all records for this project available to the City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.
- E. In compliance with 24 CFR part 85.42 regarding retention and custodial requirements for records; Subrecipient shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four years, with the following qualifications:
 - 1. If any litigation, claim or audit is started before the expiration of the 4-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable personal property acquired with Emergency Solutions Grant funds shall be retained for four years after its final disposition. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.
- F. Subrecipients expending over \$500,000 in federal funds during the program year shall provide to the City an organization-wide audited annual financial statement consisting of a balance sheet, income statement and a statement of changes in the financial position, all prepared by a certified public accountant. Such financial disclosure information shall be filed with the City within two hundred seventy (270) calendar days after the close of the Subrecipient's fiscal year. The Subrecipient is responsible for costs associated with the audit. Failure to comply may result in reallocation of funding and termination of the contract. Other subrecipients shall supply, upon request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by the City under this agreement.
- A. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless consent is obtained from such person

receiving service and, in the case of a minor, that of a responsible parent/guardian.

- B. The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- C. The Subrecipient's obligation to the Grantor shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

ARTICLE VII. SUSPENSION AND TERMINATION

- 1. The Subrecipient agrees that if it materially fails to comply with any term of this Agreement, including the timely completion of activities as described in the timetable contained in the Statement of Work at Article I, or the provisions of Article I, the City may temporarily withhold cash payments pending correction of the deficiency, or wholly or partly suspend or terminate the current award for the Subrecipient's program.
- 2. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City, in addition to any other remedies it may have at law or equity, may withhold any payments to the Subrecipient for the purposes of set off until such time as the exact amount of damages is determined.
- 3. The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to the following:
 - a. Failure to comply with any rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement;
 - d. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
 - e. Failure to take satisfactory corrective actions as directed by the City.
- 4. In the best interest of the program and in order to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement for convenience, upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event City terminates the Agreement, City shall pay Subrecipient for documented committed eligible costs.

5. Notwithstanding any termination or suspension of this Agreement, Subrecipient shall not be relieved of any duties or obligations imposed on it under any Articles of this Agreement with respect to CDBG funds previously disbursed or income derived therefrom.

ARTICLE VIII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CITY:

Donna C. Williams, Administrator
Department of Economic and Community Development
101 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402

FOR SUBRECIPIENT:

Mayor Jim Coppinger
Hamilton County Government
208 Hamilton County Courthouse
Chattanooga, TN 37402

ARTICLE IX. INDEMNIFICATION CLAUSE

The Subrecipient will at all times hereafter indemnify and hold harmless, the City, its officers, agents, and employees, against any and all claims, losses, liabilities, for disallowed costs or non-complying expenditures of ESG funds, determined by HUD audit to have been caused by Subrecipient's breach of terms of this Agreement. Subrecipient will at all times hereafter during the term of this Agreement carry liability insurance with limits of liability not less than those set forth in the Tennessee Governmental Tort Liability Act, as amended, insuring Subrecipient against any and all claims, losses, liabilities or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement; provided however, that such insurance shall extend coverage only to claims, suits or damages based upon tort.

ARTICLE X ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document except as provided in Article XI. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII TIME IS OF THE ESSENCE

Time is of the essence in the performance of the terms, covenants and conditions of this Agreement.

ARTICLE XIII MISCELLANEOUS PROVISIONS

1. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the right of the parties to enforce any of the provision of this Agreement at any time.
2. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or changes in regulations.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action or proceeding arising under this Agreement shall be brought in either the courts of the State of Tennessee in Chattanooga, Tennessee or it shall be brought in a United States District Court for the Eastern District of Tennessee, Southern Division, whichever is applicable.
4. This Agreement shall be binding upon and shall inure to the benefit of the Subrecipient and the City and to their respective successors and assigns.
5. This Agreement forms the entire agreement between the City and the Subrecipient. Any prior representations, promises, agreements, or otherwise, between the parties, which are not embodied in this writing, will be of no force and effect.
6. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.

In witness whereof, the parties hereto have made and executed this Agreement on the respective dates under each signature: THE CITY OF CHATTANOOGA, TENNESSEE, through its City Council, signing by and through its Mayor, authorized to execute same by Council action on the 5th day of May, 2015 and HAMILTON COUNTY GOVERNMENT, signing by and through its MAYOR. duly authorized to execute the same.

City:
CITY OF CHATTANOOGA, TN

Andy Berke, Mayor

Date

AGREEMENT between THE CITY OF CHATTANOOGA, TENNESSEE AND HAMILTON COUNTY GOVERNMENT IN THE AMOUNT OF \$30,000 PROVIDING FOR FUNDING OF ESG PROJECTS.

WITNESS:

Subrecipient:



Signature

Becky Barnes, Administrator

Print name and Title

6-18-15

Date

Signature

Jim M. Coppinger, County Mayor

Printed Name and Title

Date



Hamilton County Board of Commissioners RESOLUTION

No. 715-11

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S&ME FOR GEOENVIRONMENTAL SERVICES FOR INSPECTION AND TESTING NECESSARY FOR CONSTRUCTION OF THE DALLAS BAY FIRE HALL FOR AN AMOUNT NOT TO EXCEED \$25,000.00.

WHEREAS, Resolution 615-12 was approved by this Legislative Body on June 03, 2015 approving hourly rates and testing service fees for the geoenvironmental services provided by S&ME; and,

WHEREAS, the total amount of the contract shall not exceed \$25,000.00 without approval by the County Commission; 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 County Mayor is authorized to enter into and execute an agreement with S&ME to provide geoenvironmental services for inspection and testing for the construction of the Dallas Bay Fire Hall, for an amount not to exceed \$25,000.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 1, 2015

Date



June 16, 2015

Hamilton County Engineering
1250 Market Street, Suite 3050
Chattanooga, TN 37402-2713

Attention: Ms. Autumn Friday, PE

Reference: Proposal for Construction Materials Testing Services
Dallas Bay Fire Department Addition
Hamilton County Project #14-902
Hixson, Tennessee
S&ME Proposal No. 121400229CO2

Dear Ms. Friday:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal outlines our understanding of the project, the planned scope of services, our fee for these services, and the schedule for performing the work. Our Change to Agreement for Services (Form CA-071) is attached to this proposal and is incorporated as part of the proposal.

PROJECT INFORMATION

Project information was initially provided to us for the geotechnical exploration by Ms. Autumn Friday, PE of Hamilton County Engineering in the form of an aerial plan of the existing fire station, a topographic site survey drawing dated May 8, 2014, and an architectural site plan prepared by Artech Design Group with the proposed building layout. In addition, we have discussed the project with Mr. David Hudson and Mr. Tab Baccus of Artech Design Group. We have also reviewed our Report of Geotechnical Exploration and have discussed the project with Ms. Friday.

The project involves the construction of an addition to the existing fire station which was built in the 1970s. The proposed building addition includes a new engine bay on the south side of the existing building and new office and training space to the north and east of the existing building. The nature of the construction has not been decided at this time as the building is in the design phase. However, based on conversations with the architect, we understand that the engine bay will likely be a metal building with structural steel framing and have a concrete slab on grade with turned down footing. The office and training space will likely be load bearing steel studs, steel joist rafters or trusses, brick veneer, concrete slab on grade and shallow foundations.

The project site is located at 1950 McConnell School Lane in Hixson, Tennessee. The area surrounding the existing building to the southwest, northwest, and northeast is relatively flat and asphalt or grass covered. The area to the southeast of the existing building is wooded and is elevated about 5 feet above the existing building grade elevation. Elevations at the site range from

about 710 feet on the west end to 720 feet on the southeast side. Based on the existing building grades, we expect maximum cuts and fills on the order of about 5 feet.

SCOPE OF SERVICES

Based on the available project information, our proposed scope of services is outlined in the following section. Construction drawings and project specifications are not available at this time. However, we understand that the project will include a schedule of special inspections. This scope includes special inspections, as required by Chapter 17 of the 2012 International Building Code (IBC). Once project plans and specifications have been produced by the structural engineer, S&ME should be allowed to review these documents and revise the following scope, if necessary.

EARTHWORK

- Evaluate soil subgrade by proofroll prior to fill, floor slab or pavement placement.
- Conduct standard Proctor moisture-density and Atterberg limits tests on borrow soils to evaluate suitability of material as controlled fill and for field verification of compaction.
- Observe fill placement to verify use of proper materials, lift thickness, and compaction.
- Perform field density tests on structural fill or backfill to check compaction percentage.
- Check foundation excavations for cleanliness and correct dimensions.
- Check foundation subgrade for unfavorable soil conditions and bearing capacity.

CONCRETE

- Conduct pre-pour inspections of the reinforcing steel and anchor bolt placement for compliance with the project plans and specifications, and ACI 318.
- Perform tests for slump, unit weight, temperature, and air content on fresh concrete.
- Periodically verify use of approved mix design.
- Observe placement of concrete for proper application techniques.
- Cast concrete specimens for field and laboratory curing.
- Perform laboratory compression tests on concrete cylinder samples.

MASONRY

- Periodically check size and location of masonry units and construction of mortar joints.
- Periodically check size, grade, type and location of horizontal and vertical reinforcement.
- Periodically check that grout space is clean prior to grouting.
- Periodically check proportions of site-prepared mortar and grout.
- Conduct continuous observation of grout placement for compliance with code.
- Cast concrete specimens for field and laboratory curing.
- Perform laboratory compression tests on cast grout samples.

STRUCTURAL STEEL

- Material verification of structural steel, high strength bolts and weld filler material.
- Check high strength bolting connections in accordance with IBC 1704.3.3.
- Check welded connections in accordance with IBC 1704.3.1.
- Visually check fastening of metal deck.
- Measure fireproofing thickness and density on structural members per ASTM E 605.
- Perform adhesion/cohesion tests on fireproofing per ASTM E 736.

PAVEMENTS

- Observe proofroll of soil subgrade prior to placement of crushed stone base.
- Check thickness and density of crushed stone base.
- Observe placement of asphaltic concrete for proper breakdown and compaction.
- Conduct laboratory tests on samples of each type of asphaltic concrete placed.
- Obtain asphalt cores to check thickness and density of pavement.

We propose to service this project on a full-time basis during earthwork, foundation, and masonry wall construction. We propose to service the remaining work on an as-needed basis. We request a minimum 24-hour notification for our services. This enables us to schedule our work force efficiently and meet your requests at the scheduled time.

Special Inspection field reports will be prepared daily by our personnel and provided to the general contractor's on-site representative daily. This report will summarize our field personnel's observations, field test results, and list discrepancies to be corrected by the contractor. This information will be delivered to our office, reviewed by the S&ME project engineer, and issued in a typed format. These formal reports summarizing Special Inspection observations will be distributed according to the project distribution list you provide. **We will distribute the field reports electronically unless requested to provide paper copies.**

A fully implemented special inspections program includes many important components that must be present to function properly. S&ME will fulfill the role of the Special Inspection Agency and provide testing services as required by the project specifications within the scope of services. However, in the absence of other critical components provided by others, we do not intend to issue a Special Inspection Final Report unless specifically requested by the building inspector. If a Special Inspection Final Report is requested by the building official, this submittal will be conditionally dependent on the previous scope of services being implemented and on all discrepancies being resolved.

Although the IBC provides guidelines for inspector qualifications, the State of Tennessee has not adopted certification requirements for special inspectors. In the absence of State mandated qualifications, it has been our experience that building officials will accept the judgment of the responsible professional with the inspection agency to determine which personnel are appropriate for the required inspection.

EXCLUSIONS

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

1. Environmental or ecological services
2. Inspection of wood construction, wall panels, or veneers.
3. Exterior Insulation and Finish Systems (EIFS) inspection.
4. Inspection for special cases (IBC Section 1704.13).
5. Quality assurance for seismic resistance and wind requirements.
6. Inspection of any mechanical or electrical systems.

7. Coatings inspections.
8. Roofing observations.
9. Submittal review.

If any of the above excluded services are required, please contact us so that we can modify this proposal, or provide an additional proposal, for these services.

CLIENT RESPONSIBILITIES

We ask that the client be responsible for the following items:

1. **Authorize Work:** Sign and return the attached Change to Agreement for Services (Form CA-071).
2. **Scheduling:** Provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum of 24-hour notice for our services except structural steel inspection, which we ask that you provide a minimum of 72-hour notice.

When our services will be needed on weekends and/or holidays (Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we request an additional 24 hours be added to the aforementioned minimum notification times.

3. **Concrete Curing Box:** Provide, or instruct the contractor to provide, a curing environment for the initial 24 to 48 hours for the concrete cylinders. Based on our experience, a wooden curing box (insulated during cold temperatures) is a suitable storage for initial curing.

The American Concrete Institute (ACI) Specification 301-99 "Specifications for Structural Concrete" (which is generally referenced in and made a part of most project specifications) specifies in section 1.6.3.2.b that the contractor is responsible to "Furnish any necessary lab or to assist Owner's testing agency in obtaining and handling samples at the project site or at the source or materials".

Further, section 1.6.3.2.d states that the contractor should "Provide and maintain for the sole use of the testing agency adequate facilities for safe storage and proper curing of concrete test specimens on the project site for initial curing as required by ASTM C31/C31 M". ASTM C31 states that the cylinders should be stored in locations out of direct sunlight or away from radiant heating sources, in an environment preventing moisture loss, and at temperatures between 60o and 80o Fahrenheit.

4. **Report Distribution:** Provide us with all applicable names and addresses for report distribution.

5. **Project Documents:** Please provide us with up to date project plans, specifications, and approved submittals as the project progresses. *S&ME, Inc. will not be responsible for maintaining the latest, most recent revision of each project drawing.* The Contractor is responsible for providing the Special Inspector and his Agents access to approved plans [IBC 106.3.1].
6. **Access:** Provide safe access to areas to be tested including necessary equipment such as ladders, scaffolding, and lifts, including operators of lifts

COMPENSATION

S&ME will provide our services on a unit price basis according to the 2015-2016 Hamilton County Geo-Environmental Consultant Fee Schedule. The actual cost of our services will be based on the number of units performed in accordance with this fee schedule. We will only bill you for actual work done in direct support of your project.

Based on the provided project information, we have developed an opinion of probable cost for your planning purposes. We understand that a formal project schedule has not been developed at this time. We can revise the opinion of probable cost once a project schedule is available. The opinion of probable cost should not be considered a lump sum or not-to-exceed amount. Actual quantities will vary depending on construction techniques or schedules that we have no control over. Accordingly, the actual cost will vary depending on the amount of work done. We recommend that you consider a 20% contingency for your budget to account for overtime or weather/contractor delays.

The technical and pricing information contained in this proposal or in any correspondence submitted by S&ME is considered confidential and proprietary and should not be released or otherwise be made available to any third party without the express written consent of S&ME.

AUTHORIZATION

We propose to conduct these services as an increase to scope of work previously authorized under S&ME Proposal No. 121400229, dated April 24, 2014, and the terms and conditions established therein. To authorize these additional services, please sign acknowledging acceptance on the attached CA-071.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Change to Agreement (CA-071) and hereby accept both as written.

CLOSURE

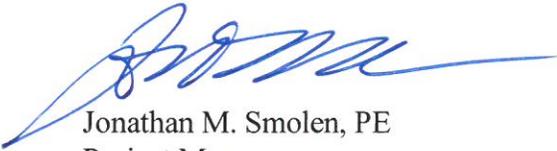
This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by

the Client and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.

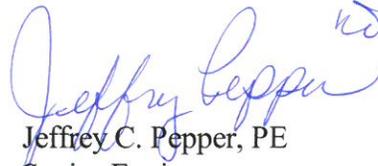
S&ME, Inc. appreciates the opportunity to submit this proposal to provide geotechnical services for the above referenced project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.



Jonathan M. Smolen, PE
Project Manager



Jeffrey C. Pepper, PE
Senior Engineer

Attachments: Opinion of Probable Cost
Change to Agreement for Services (Form CA-071)

OPINION OF PROBABLE COST
SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES
DALLAS BAY FIRE DEPARTMENT ADDITION
HIXSON, HAMILTON COUNTY, TENNESSEE
S&ME Proposal No. 121400229CO2

SERVICE	UNITS	UNIT COST	EXTENSION	TOTALS
FIELD TESTING SERVICES				
<u>Earthwork</u>				
PROJECT PROFESSIONAL	0 HOURS	\$125.00 /HOUR		\$0.00
TECHNICIAN (Regular Time)	80 HOURS	\$38.00 /HOUR		\$3,040.00
TECHNICIAN (Over Time)	20 HOURS	\$57.00 /HOUR		\$1,140.00
NUCLEAR DENSITY GAUGE	10 DAYS	\$35.00 /DAY		\$350.00
MILEAGE/TRIPS	250 MILES	\$0.90 /MILE		\$225.00
<u>Foundation, Subgrade and Rebar Inspections</u>				
STAFF PROFESSIONAL	40 HOURS	\$95.00 /HOUR		\$3,800.00
MILEAGE/TRIPS	250 MILES	\$0.90 /MILE		\$225.00
<u>Concrete Sampling and Testing</u>				
TECHNICIAN (Regular Time)	60 HOURS	\$38.00 /HOUR		\$2,280.00
MILEAGE/TRIPS	375 MILES	\$0.90 /MILE		\$337.50
FLOOR FLATNESS AND LEVELNESS DEVICE	5 DAYS	\$125.00 /DAY		\$625.00
<u>Masonry Observations and Testing</u>				
SPECIAL INSPECTOR - MASONRY (Regular Time)	60 HOURS	\$55.00 /HOUR		\$3,300.00
MILEAGE/TRIPS	375 MILES	\$0.90 /MILE		\$337.50
<u>Steel Observations</u>				
NDE TECHNICIAN (Regular Time)	20 HOURS	\$85.00 /HOUR		\$1,700.00
MILEAGE/TRIPS	125 MILES	\$0.90 /MILE		\$112.50
<u>Asphalt Testing</u>				
TECHNICIAN (Regular Time)	15 HOURS	\$38.00 /HOUR		\$570.00
MILEAGE/TRIPS	75 MILES	\$0.90 /MILE		\$67.50
CORING EQUIPMENT	1 DAYS	\$100.00 /DAY		\$100.00
PORTABLE GENERATOR	1 DAYS	\$75.00 /DAY		\$75.00
ASPHALT - SPECIFIC GRAVITY/DENSITY OF CORES	1 PATCHES	\$45.00 /CORE		\$45.00
SUBTOTAL FIELD TESTING				\$18,330.00
LABORATORY SERVICES				
SOIL - LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY	2 TESTS	\$85.00 /TEST		\$170.00
SOIL - PROCTOR STANDARD EFFORT	2 TESTS	\$130.00 /TEST		\$260.00
AGGREGATE - PROCTOR STANDARD EFFORT	1 TESTS	\$150.00 /TEST		\$150.00
CONCRETE - TEST CYLINDERS, PER CYLINDER CAS	75 CYLIND	\$12.00 /CYLINDER		\$900.00
GROUT COMPRESSIVE STRENGTH TESTING	5 SETS	\$60.00 /SET		\$300.00
SUBTOTAL LABORATORY				\$1,780.00
ENGINEERING SERVICES				
SENIOR ENGINEER	6 HOURS	\$140.00 /HOUR		\$840.00
PROJECT ENGINEER/MANAGER	30 HOURS	\$125.00 /HOUR		\$3,750.00
ADMINISTRATIVE SUPPORT	6 HOURS	\$50.00 /HOUR		\$300.00
SUBTOTAL ENGINEERING				<u>\$4,890.00</u>
TOTAL ESTIMATED COST				\$25,000.00



Hamilton County Board of Commissioners

RESOLUTION

No. 715-12

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S&ME FOR GEOENVIRONMENTAL SERVICES FOR INSPECTION AND TESTING NECESSARY FOR CONSTRUCTION OF THE TRI-COMMUNITY FIRE HALL FOR AN AMOUNT NOT TO EXCEED \$25,522.00.

WHEREAS, Resolution 615-12 was approved by this Legislative Body on June 03, 2015 approving hourly rates and testing service fees for the geoenvironmental services provided by S&ME; and,

WHEREAS, the total amount of the contract shall not exceed \$25,522.00 without approval by the County Commission; 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 County Mayor is authorized to enter into and execute an agreement with S&ME to provide geoenvironmental services for inspection and testing for the construction of the Tri-Community Fire Hall for an amount not to exceed \$25,522.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

July 1, 2015

Date



June 16, 2015

Hamilton County Engineering
1250 Market Street, Suite 3050
Chattanooga, TN 37402-2713

Attention: Ms. Autumn Friday, PE

Reference: Proposal for Construction Materials Testing Services
Tri-Communities Fire Hall
Hamilton County Project #14-903
Apison, Tennessee
S&ME Proposal No. 121400231CO1

Dear Ms. Friday:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal outlines our understanding of the project, the planned scope of services, our fee for these services, and the schedule for performing the work. Our Change to Agreement for Services (Form CA-071) is attached to this proposal and is incorporated as part of the proposal.

PROJECT INFORMATION

Project information was initially provided to us for the geotechnical exploration by Ms. Autumn Friday, PE of Hamilton County Engineering in the form of an aerial plan of the site highlighting areas of the proposed construction and potential septic/drain field areas. In addition, Mr. Joseph Parks of March Adams and Associates provided us a preliminary site plan showing the building and parking area superimposed over an aerial photograph of the site. We have also reviewed our Report of Geotechnical Exploration and have discussed the project with Ms. Friday.

The project involves the construction of new fire station on property adjacent to the existing fire station. Final site grades and type of building construction have not been determined at this time as the project is in the preliminary design phase. However, we expect the building will be a two story structure with a high bay garage area for the fire engines. We expect that the building will have shallow foundations, structural steel interior framing, concrete floor slab on grade, and concrete apron for the fire engine garage.

The project site is located at the northwest intersection of Bill Jones Road and Park Place in Apison, Tennessee. The site is currently a baseball field and is relatively flat. Based on the surrounding road elevations, we expect cuts and fills on the order of about 5 feet will be required to prepare the site.

SCOPE OF SERVICES

Based on the available project information, our proposed scope of services is outlined in the following section. Construction drawings and project specifications are not available at this time. However, we understand that the project will include a schedule of special inspections. This scope includes special inspections, as required by Chapter 17 of the 2012 International Building Code (IBC). Once project plans and specifications have been produced by the structural engineer, S&ME should be allowed to review these documents and revise the following scope, if necessary.

EARTHWORK

- Evaluate soil subgrade by proofroll prior to fill, floor slab or pavement placement.
- Conduct standard Proctor moisture-density and Atterberg limits tests on borrow soils to evaluate suitability of material as controlled fill and for field verification of compaction.
- Observe fill placement to verify use of proper materials, lift thickness, and compaction.
- Perform field density tests on structural fill or backfill to check compaction percentage.
- Check foundation excavations for cleanliness and correct dimensions.
- Check foundation subgrade for unfavorable soil conditions and bearing capacity.

CONCRETE

- Conduct pre-pour inspections of the reinforcing steel and anchor bolt placement for compliance with the project plans and specifications, and ACI 318.
- Perform tests for slump, unit weight, temperature, and air content on fresh concrete.
- Periodically verify use of approved mix design.
- Observe placement of concrete for proper application techniques.
- Cast concrete specimens for field and laboratory curing.
- Perform laboratory compression tests on concrete cylinder samples.

MASONRY

- Periodically check size and location of masonry units and construction of mortar joints.
- Periodically check size, grade, type and location of horizontal and vertical reinforcement.
- Periodically check that grout space is clean prior to grouting.
- Periodically check proportions of site-prepared mortar and grout.
- Conduct continuous observation of grout placement for compliance with code.
- Cast concrete specimens for field and laboratory curing.
- Perform laboratory compression tests on cast grout samples.

STRUCTURAL STEEL

- Material verification of structural steel, high strength bolts and weld filler material.
- Check high strength bolting connections in accordance with IBC 1704.3.3.
- Check welded connections in accordance with IBC 1704.3.1.
- Visually check fastening of metal deck.
- Measure fireproofing thickness and density on structural members per ASTM E 605.
- Perform adhesion/cohesion tests on fireproofing per ASTM E 736.

PAVEMENTS

- Observe proofroll of soil subgrade prior to placement of crushed stone base.
- Check thickness and density of crushed stone base.
- Observe placement of asphaltic concrete for proper breakdown and compaction.
- Conduct laboratory tests on samples of each type of asphaltic concrete placed.
- Obtain asphalt cores to check thickness and density of pavement.

We propose to service this project on a full-time basis during earthwork, foundation, and masonry wall construction. We propose to service the remaining work on an as-needed basis. We request a minimum 24-hour notification for our services. This enables us to schedule our work force efficiently and meet your requests at the scheduled time.

Special Inspection field reports will be prepared daily by our personnel and provided to the general contractor's on-site representative daily. This report will summarize our field personnel's observations, field test results, and list discrepancies to be corrected by the contractor. This information will be delivered to our office, reviewed by the S&ME project engineer, and issued in a typed format. These formal reports summarizing Special Inspection observations will be distributed according to the project distribution list you provide. **We will distribute the field reports electronically unless requested to provide paper copies.**

A fully implemented special inspections program includes many important components that must be present to function properly. S&ME will fulfill the role of the Special Inspection Agency and provide testing services as required by the project specifications within the scope of services. However, in the absence of other critical components provided by others, we do not intend to issue a Special Inspection Final Report unless specifically requested by the building inspector. If a Special Inspection Final Report is requested by the building official, this submittal will be conditionally dependent on the previous scope of services being implemented and on all discrepancies being resolved.

Although the IBC provides guidelines for inspector qualifications, the State of Tennessee has not adopted certification requirements for special inspectors. In the absence of State mandated qualifications, it has been our experience that building officials will accept the judgment of the responsible professional with the inspection agency to determine which personnel are appropriate for the required inspection.

EXCLUSIONS

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

1. Environmental or ecological services
2. Inspection of wood construction, wall panels, or veneers.
3. Exterior Insulation and Finish Systems (EIFS) inspection.
4. Inspection for special cases (IBC Section 1704.13).
5. Quality assurance for seismic resistance and wind requirements.
6. Inspection of any mechanical or electrical systems.
7. Coatings inspections.

8. Roofing observations.
9. Submittal review.

If any of the above excluded services are required, please contact us so that we can modify this proposal, or provide an additional proposal, for these services.

CLIENT RESPONSIBILITIES

We ask that the client be responsible for the following items:

1. **Authorize Work:** Sign and return the attached Change to Agreement for Services (Form CA-071).
2. **Scheduling:** Provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum of 24-hour notice for our services except structural steel inspection, which we ask that you provide a minimum of 72-hour notice.

When our services will be needed on weekends and/or holidays (Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we request an additional 24 hours be added to the aforementioned minimum notification times.

3. **Concrete Curing Box:** Provide, or instruct the contractor to provide, a curing environment for the initial 24 to 48 hours for the concrete cylinders. Based on our experience, a wooden curing box (insulated during cold temperatures) is a suitable storage for initial curing.

The American Concrete Institute (ACI) Specification 301-99 "Specifications for Structural Concrete" (which is generally referenced in and made a part of most project specifications) specifies in section 1.6.3.2.b that the contractor is responsible to "Furnish any necessary lab or to assist Owner's testing agency in obtaining and handling samples at the project site or at the source or materials".

Further, section 1.6.3.2.d states that the contractor should "Provide and maintain for the sole use of the testing agency adequate facilities for safe storage and proper curing of concrete test specimens on the project site for initial curing as required by ASTM C31/C31 M". ASTM C31 states that the cylinders should be stored in locations out of direct sunlight or away from radiant heating sources, in an environment preventing moisture loss, and at temperatures between 60o and 80o Fahrenheit.

4. **Report Distribution:** Provide us with all applicable names and addresses for report distribution.

5. **Project Documents:** Please provide us with up to date project plans, specifications, and approved submittals as the project progresses. *S&ME, Inc. will not be responsible for maintaining the latest, most recent revision of each project drawing.* The Contractor is responsible for providing the Special Inspector and his Agents access to approved plans [IBC 106.3.1].
6. **Access:** Provide safe access to areas to be tested including necessary equipment such as ladders, scaffolding, and lifts, including operators of lifts

COMPENSATION

S&ME will provide our services on a unit price basis according to the 2015-2016 Hamilton County Geo-Environmental Consultant Fee Schedule. The actual cost of our services will be based on the number of units performed in accordance with this fee schedule. We will only bill you for actual work done in direct support of your project.

Based on the provided project information, we have developed an Opinion of Probable Cost (OPC) for your planning purposes. We understand that a formal project schedule has not been developed at this time. We can revise the OPC once a project schedule is available. The OPC should not be considered a lump sum or not-to-exceed amount. Actual quantities will vary depending on construction techniques or schedules that we have no control over. Accordingly, the actual cost will vary depending on the amount of work done. We recommend that you consider a 20% contingency for your budget to account for overtime or weather/contractor delays.

The technical and pricing information contained in this proposal or in any correspondence submitted by S&ME is considered confidential and proprietary and should not be released or otherwise be made available to any third party without the express written consent of S&ME.

AUTHORIZATION

We propose to conduct these services as an increase to scope of work previously authorized under S&ME Proposal No. 121400229, dated April 24, 2014, and the terms and conditions established therein. To authorize these additional services, please sign acknowledging acceptance on the attached CA-071.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Change to Agreement (CA-071) and hereby accept both as written.

CLOSURE

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.

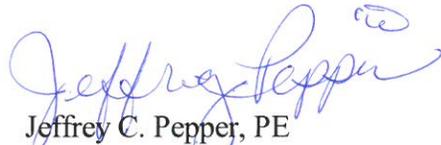
S&ME, Inc. appreciates the opportunity to submit this proposal to provide construction materials testing services for the above referenced project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.



Jonathan M. Smolen, PE
Project Manager



Jeffrey C. Pepper, PE
Senior Engineer

Attachments: Opinion of Probable Cost
Change to Agreement for Services (Form CA-071)

OPINION OF PROBABLE COST
SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES
TRI-COMMUNITIES FIRE HALL
APISON, HAMILTON COUNTY, TENNESSEE
S&ME Proposal No. 121400231CO1

SERVICE	UNITS	UNIT COST	EXTENSION	TOTALS
FIELD TESTING SERVICES				
<u>Earthwork</u>				
TECHNICIAN (Regular Time)	80 HOURS	\$38.00	/HOUR	\$3,040.00
TECHNICIAN (Over Time)	20 HOURS	\$57.00	/HOUR	\$1,140.00
NUCLEAR DENSITY GAUGE	10 DAYS	\$35.00	/DAY	\$350.00
MILEAGE/TRIPS	350 MILES	\$0.90	/MILE	\$315.00
<u>Foundation, Subgrade and Rebar Inspections</u>				
STAFF PROFESSIONAL	40 HOURS	\$95.00	/HOUR	\$3,800.00
MILEAGE/TRIPS	350 MILES	\$0.90	/MILE	\$315.00
<u>Concrete Sampling and Testing</u>				
TECHNICIAN (Regular Time)	60 HOURS	\$38.00	/HOUR	\$2,280.00
MILEAGE/TRIPS	525 MILES	\$0.90	/MILE	\$472.50
FLOOR FLATNESS AND LEVELNESS DEVICE	5 DAYS	\$125.00	/DAY	\$625.00
<u>Masonry Observations and Testing</u>				
SPECIAL INSPECTOR - MASONRY (Regular Time)	60 HOURS	\$55.00	/HOUR	\$3,300.00
MILEAGE/TRIPS	525 MILES	\$0.90	/MILE	\$472.50
<u>Steel Observations</u>				
NDE TECHNICIAN (Regular Time)	20 HOURS	\$85.00	/HOUR	\$1,700.00
MILEAGE/TRIPS	175 MILES	\$0.90	/MILE	\$157.50
<u>Asphalt Testing</u>				
TECHNICIAN (Regular Time)	15 HOURS	\$38.00	/HOUR	\$570.00
MILEAGE/TRIPS	105 MILES	\$0.90	/MILE	\$94.50
CORING EQUIPMENT	1 DAYS	\$100.00	/DAY	\$100.00
PORTABLE GENERATOR	1 DAYS	\$75.00	/DAY	\$75.00
ASPHALT - SPECIFIC GRAVITY/DENSITY OF CORES	1 PATCHES	\$45.00	/CORE	\$45.00
SUBTOTAL FIELD TESTING				\$18,852.00
LABORATORY SERVICES				
SOIL - LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY	2 TESTS	\$85.00	/TEST	\$170.00
SOIL - PROCTOR STANDARD EFFORT	2 TESTS	\$130.00	/TEST	\$260.00
AGGREGATE - PROCTOR STANDARD EFFORT	1 TESTS	\$150.00	/TEST	\$150.00
CONCRETE - TEST CYLINDERS, PER CYLINDER CAS	75 CYLIND	\$12.00	/CYLINDER	\$900.00
GROUT COMPRESSIVE STRENGTH TESTING	5 SETS	\$60.00	/SET	\$300.00
SUBTOTAL LABORATORY				\$1,780.00
ENGINEERING SERVICES				
SENIOR ENGINEER	6 HOURS	\$140.00	/HOUR	\$840.00
PROJECT ENGINEER/MANAGER	30 HOURS	\$125.00	/HOUR	\$3,750.00
ADMINISTRATIVE SUPPORT	6 HOURS	\$50.00	/HOUR	\$300.00
SUBTOTAL ENGINEERING				\$4,890.00
TOTAL ESTIMATED COST				\$25,522.00



Hamilton County Board of Commissioners

RESOLUTION

No. 715-13

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH MORELAND ALTABELLI ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING INSPECTION NECESSARY FOR THE CONSTRUCTION OF THE SIGNALIZATION AT HIXSON PIKE (SR-319) AND THRASHER PIKE FOR AN AMOUNT NOT TO EXCEED \$13,415.00.

WHEREAS, Resolution 712-24 was approved by this Legislative Body on July 18, 2012 for Agreement No. 120085 with the Tennessee Department of Transportation for the improvement and signalization of the intersection at Hixson Pike (SR-319) and Thrasher Pike; and,

WHEREAS, the Construction Engineering Inspection (CEI) services provided by Moreland Altobelli Associates, Inc. are in accordance with the qualifications and procurement requirements of the State of Tennessee; and,

WHEREAS, the total amount of the contract shall not exceed \$13,415.00 without approval by the County Commission; and,

WHEREAS, the construction engineering contract is contingent upon approval by Tennessee Department of Transportation; and,

WHEREAS, 80% of the cost will be reimbursed to Hamilton County by the Federal Highway Administration per Tennessee Department of Transportation Agreement No. 120085, and the remaining 20% of the cost will be funded by Hamilton County.

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 County Mayor is authorized to enter into and execute an agreement with Moreland Altobelli Associates, Inc. to provide Construction Engineering Inspection for the construction of the signalization at Hixson Pike and Thrasher Pike, for an amount not to exceed \$13,415.00 of which 80% of the cost will be reimbursed by the Federal Highway Administration.

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

July 1, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 715-14

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN "OFFER TO PURCHASE" RELATIVE TO TRACTS 19-C (REVISED) AND 19-D OF THE ENTERPRISE SOUTH INDUSTRIAL PARK AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE ANCILLARY EASEMENTS, A DEED, AND OTHER NECESSARY CLOSING DOCUMENTS CONVEYING SAID PROPERTY TO GESTAMP CHATTANOOGA, LLC, OR ASSIGNS.

WHEREAS, Hamilton County and the City of Chattanooga jointly own certain property located within the Enterprise South Industrial Park and adjacent to the current Gestamp Chattanooga, LLC plant, also identified by State Tax Map No. 130 parcels 1.27 & 1.28; and,

WHEREAS, in order to facilitate further expansion of its current plant, a proposal has been presented in which Gestamp Chattanooga, LLC, desires to acquire the adjoining 14.286 acres (more or less subject to survey) known as Tracts 19-C (revised) and 19-D of the Enterprise South Industrial Park, for the purchase price of \$100.00; and,

WHEREAS, an "Offer to Purchase" and proposal have been presented by said purchaser, in accordance with the attached or similar documents; and,

WHEREAS, it is in the best interest of Hamilton County to accept said offer for the continued economic growth of Hamilton County.

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

That the County Mayor is hereby authorized to enter into and execute the attached or similar "Offer to Purchase" relative to Tracts 19-C (revised) and 19-D of the Enterprise South Industrial Park, and that the County Mayor is hereby authorized to execute ancillary easements, a deed, and other necessary closing documents conveying said property to the purchaser listed below.

TRACT NUMBERS

ACREAGE

PURCHASER

SALE PRICE



Enterprise South Ind. Park

Printed: Jun 17, 2015

Gestamp Expansion Tracts 19-C (Revised) & 19-D

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

HCGIS

ENTERPRISE SOUTH INDUSTRIAL PARK PROPOSAL FORM

LOT NUMBER: Tract 19-C & 19-D

ACREAGE: 14.286 acres, subject to survey

TRANSACTION COSTS: Purchaser is responsible for costs of recording fees, storm water fees, legal fees, transfer fees and document preparation. The purchaser shall also be responsible for the costs of title insurance and due diligence costs such as surveys, etc.

I. GENERAL COMPANY INFORMATION

PURCHASER: JAMES BARRY
(FIRST) (LAST)

TITLE: EXECUTIVE VP AND CFO - GESTAMP NORTH AMERICA, INC.

COMPANY: GESTAMP CHATTANOOGA, LLC
(NAME)

ADDRESS: 3063 HICKORY VALLEY
(STREET)

Chattanooga TN 37421
(CITY) (STATE) (ZIP)

(248) 743-3404 (248) 743-3403
(OFFICE PHONE) (FAX)

jbarry@us.gestamp.com
(E-MAIL)

PRINCIPAL OWNERS AND TITLES:

Gestamp North America, Inc.

PRINCIPAL OFFICERS AND TITLES, IF DIFFERENT FROM ABOVE:

Jeffrey Wilson, CEO

James Barry, CFO

TYPE OF JOBS TO BE CREATED AND WAGE INFORMATION: (REQUIRED)

TITLE	START	MAXIMUM
Direct (General) labor	176 @ \$28,750	255 @ \$36,000
Material Handlers	31 @ \$32,750	55 @ \$40,000
Skill tradesman	34 @ \$60,000	76 @ \$70,000
Quality Skilled	23 @ \$60,000	50 @ \$70,000
Salary Professional	35 @ \$75,000	40 @ \$80,000

III. ENVIRONMENTAL FOOTPRINT

AIR EMISSIONS: WHAT SUBSTANCES WILL BE EMITTED (WHETHER REGULATED OR NOT) AND IN WHAT AMOUNTS? (REQUIRED)

There would be CO2 from the forklift, Argon from the mig welding process, nitrogen from the gas shocks used in the production dies,

metal dust from sanding/polishing. Based on final awards, GCH1 will need assistance to file air permits.

NOISE EMISSIONS: DESCRIBE ANY OPERATIONS THAT WILL EMIT NOISE OUTSIDE THE PLANT SITE. (REQUIRED)

Scrap handling equipment, exhaust fans, mechanical equipment, air tools, crane/forklift alarms, employee attendance signals, fire/weather alarms

WATER DISCHARGE: DESCRIBE WATER DISCHARGE FROM THE PLANT. (REQUIRED)

Basic human feature usage (showers, drinking fountains, bathrooms) and storm water

SEISMIC DATA: DESCRIBE THE LEVEL OF SEISMIC VIBRATIONS YOUR OPERATION WILL CAUSE. (REQUIRED)

Minimal vibration due to cycling on the press operations

Chassis assemblies combine formed metal parts in a fixtures and weld the sub-frame which is then cleaned and e-coated to Customer spec.

Cold stamping forms raw steel to Customer design specifications

Automated assembly cells weld formed steel and fasteners together per spec

DESCRIBE THE RAW MATERIALS USED. (REQUIRED)

98% of raw materials consumed is steel of various composition based on strength, formability and reaction to heat/pressure.

The balance of the raw materials are sealers and paint

DESCRIBE THE CHEMICALS EMPLOYED IN THE PRODUCTION PROCESS. (REQUIRED)

Press oils and lubrication, sealer applications

DESCRIBE WHAT MANUFACTURING PROCESSES ARE USED (I.E. CUTTING, WELDING, GRINDING COATING, ETC.) (REQUIRED)

Metal sheering through press operations, spot and mig welding, surface grinding/polishing, cleaning/e-coating chassis parts, packaging/racking, shipping

VI. FINANCING

PROJECTED CAPITAL INVESTMENT (INCLUDING LAND COST): \$ \$84 Million Over next 3 years

REAL PROPERTY \$ 20 Million **PERSONAL PROPERTY** \$ 64 Million

FINANCING PLAN FOR PROJECT:

Equipment used for manufacturing will be purchased with funds provided by operating cash flows,

Borrowing from corporate parent, or leasing.

LIST OF PREVIOUS DEVELOPMENT EXPERIENCE:

Current site was purchased and developed from 2009 through 2010 to produce metal stampings and welded assemblies

VII. PRELIMINARY TRANSPORTATION DATA

TRUCK TRIPS PER WEEK (REQUIRED)

500

AUTO TRIPS PER WEEK (INCLUDING EMPLOYEES, CUSTOMERS & OTHERS) (REQUIRED)

50

RAIL CARS PER WEEK (INBOUND AND/OR OUTBOUND) (REQUIRED)

Not used at this point in time but could be an alternative for large assemblies

VIII. PRELIMINARY UTILITY DEMAND DATA

WATER:

DOMESTIC USE X GPM (PEAK) 2.0 GPD (TYPICAL) 25,000

PROCESS USE X GPM (PEAK) 7.0 GPD (TYPICAL) 62,500

FOR _____ HR DURATION

OTHER (DESCRIBE):

SEWER:

DOMESTIC USE X GPM (PEAK) 2.0 GPD (TYPICAL) 25,000
PROCESS USE X GPM (PEAK) 3.0 GPD (TYPICAL) 62,500

DESCRIBE CHARACTERISTICS OF INDUSTRIAL WASTE: E-coat line for Chassis

NATURAL GAS:

HEATING 10,000 BTU (ESTIMATED LOAD)

PROCESS 25,400,000 per hour BTU (ESTIMATED LOAD)

ELECTRICAL POWER:

2,000,000 KWH PER MONTH

7,000 KVA SERVICE

DESCRIBE ANY SPECIAL NEEDS FOR VOICE AND/OR DATA COMMUNICATIONS:

Two T1 local fiber

OTHER UTILITY REQUIREMENTS:

Non-water fire suppression systems

-----CONTACT INFORMATION ON ALL UTILITY REPRESENTATIVES IS AVAILABLE ON REQUEST.-----

ADDITIONAL INFORMATION YOU MAY WISH TO PROVIDE:

THIS IS NOT AN OFFER TO PURCHASE.

**I CERTIFY THAT I HAVE READ AND UNDERSTAND THE COVENANTS AND RESTRICTIONS AND
AGREE TO ABIDE BY
THE CURRENT ENTERPRISE SOUTH INDUSTRIAL PARK TENANT COVENANTS AND
RESTRICTIONS.**

PROPOSAL SUBMITTED BY (PURCHASER):

James Barry for Gestamp N.A., Inc.
SIGNATURE

James Barry

NAME OF PURCHASER (PRINT)

CFO

TITLE

4/17/2015

DATE

OFFER TO PURCHASE REAL PROPERTY
AT THE ENTERPRISE SOUTH INDUSTRIAL PARK
“WEST CAMPUS”

OFFEREE

TO: HAMILTON COUNTY/CITY OF CHATTANOOGA (collectively called “**OFFEREE**”)

OFFEROR

FROM: GESTAMP CHATTANOOGA, LLC (“**OFFEROR**”)

DESCRIPTION

OFFEROR hereby offers to purchase the following described real estate situated in Hamilton County, Tennessee: approximately 14.286 acres, being Tract 19-C, Tract 19-D and the portion of Discovery Drive located between Tracts 19-B and Tract 19-C in the Enterprise South Industrial Park (the “Property”), subject to the Conditions of Offer and other provisions of this Offer. The approximate location of the Property is shown on attached Exhibit A (“Approximate Location of Property”). The exact location and size of the Property will be determined by **OFFEROR** and shall be reflected on the Survey (as defined below). It is our understanding that the Discovery Drive right-of-way portion of the Property will be designated within revised Tract 19-C upon the amended plat of subdivision of Tract 19-C to be prepared and approved prior to Closing and recorded upon Closing, as referenced in Section 2(m) of Exhibit B.

PRICE

OFFEROR will pay for said real estate the sum of \$100, payable in immediately available funds at Closing (as defined below).

DEED

Warranty Deed (as defined in Section 2(a) of Exhibit B) to be made in the name of **OFFEROR** or, if requested by the **OFFEROR**, in the name of The Industrial Development Board of the County of Hamilton, Tennessee (“IDB”) or, to the extent permitted by this Offer, as otherwise directed by the **OFFEROR**.

CONDITIONS OF OFFER

This Offer is subject to the terms, provisions and conditions set forth herein and in attached Exhibit B (the “Additional Conditions of Offer”), all of which shall be deemed to have been agreed to by **OFFEROR** and **OFFEREE** upon the date of acceptance of this Offer by **OFFEREE**, which shall be the date on which this Offer has been signed by both the Hamilton

County Mayor and the Mayor of the City of Chattanooga following approval by the Hamilton County Board of Commissioners and the Chattanooga City Council (the "Effective Date").

DEPOSIT

Within three business days following delivery to the **OFFEROR** of the **OFFEREE**'s acceptance of this Offer, **OFFEROR** will deposit the sum of \$50.00 (the "Deposit") with Jones Raulston Title Insurance Agency, Inc. in Chattanooga, Tennessee, as escrow agent, which sum, if the sale is consummated, shall be credited on a dollar-for-dollar basis towards the purchase price and constitute a part of the cash payment for the Property. If the Deposit is not timely paid to the escrow agent, then the agreement created upon acceptance of this Offer by the **OFFEREE** shall automatically terminate, and neither party shall have any further obligations under such agreement. Upon the date of acceptance of this Offer by the **OFFEREE**, this Offer shall become an agreement between the **OFFEROR** and the **OFFEREE** (the "Agreement"), and the term "Offer" as used herein shall thereupon mean such Agreement.

TITLE AND SURVEY

Not later than ten (10) days following the Effective Date, the **OFFEROR** shall furnish to the **OFFEREE** (i) a commitment for the issuance of an owner's policy of title insurance by a national title insurance company selected by **OFFEROR** and which is reasonably acceptable to **OFFEREE** (the "Title Company") at then current standard rates under the standard form of ALTA owner's policy of title insurance in effect on the Closing Date (the "Title Policy"), with the standard printed exceptions deleted and without other exceptions except those approved by the **OFFEROR** (the "Permitted Exceptions"), and (ii) true, correct and complete copies of any documents or plats referenced in the Title Commitment (the "Exception Documents"). If the Property is conveyed to the IDB at Closing and leased to the **OFFEROR** pursuant to the PILOT Real Property Lease (as defined in Section 2(b) of Exhibit B), then the Title Policy shall insure the IDB's good and marketable fee simple title and the **OFFEROR**'s good and marketable leasehold title in the Property under the PILOT Real Property Lease.

OFFEROR, at **OFFEROR**'s expense, will obtain an ALTA survey of the Property by a surveyor registered and licensed under the laws of the State of Tennessee selected by **OFFEROR** who is reasonably acceptable to **OFFEREE** (the "Survey"). **OFFEROR** will provide information to the surveyor regarding the configuration of the Property and the location of the Property within Tract 19 as needed for the preparation of the Survey. The Survey shall be certified to the **OFFEROR**. The **OFFEROR** will provide a copy of the Survey to the **OFFEREE**. The legal description of the Property for purposes of the Warranty Deed shall be based upon and conformed to such Survey.

Not later than ten (10) days following the **OFFEREE**'s receipt of all of the Title Commitment, the Survey and the Exception Documents, the **OFFEROR** will give **OFFEREE** written notice of any matters that in **OFFEROR**'s opinion render **OFFEREE**'s title less than good and marketable fee simple title (each a "Title Objection"). **OFFEROR** may obtain a Title Commitment that has been updated as of the Closing Date and may re-examine the title to the Property until the Closing, and **OFFEROR** may give **OFFEREE** notice of any additional Title Objections disclosed by such reexamination. **OFFEREE** shall have a period of ten (10) days

following receipt of any written notice from **OFFEROR** of any Title Objections to satisfy such Title Objections. If **OFFEREE** fails so to satisfy any Title Objections within such period, then, at the option of **OFFEROR**, **OFFEROR** may: (i) terminate this Offer by written notice to **OFFEREE**, in which event all rights and obligations of the parties under this Offer shall expire (other than those that expressly survive termination), this Offer shall become null and void, and the Deposit shall be returned to **OFFEROR**, together with all interest accrued thereon, less \$10.00 paid to **OFFEREE** as independent consideration; or (ii) waive such satisfaction and performance by **OFFEREE** and elect to close.

DEFAULT; NON-REFUNDABLE LIQUIDATED DAMAGES

If **OFFEREE** fails to close on the Closing Date, time being strictly of the essence, and **OFFEROR** is ready, willing and able to perform but for **OFFEREE**'s failure, or if **OFFEREE** shall otherwise breach or default under any of the provisions of this Offer and does not cure such failure, breach or default within ten (10) days after receipt of written notice from **OFFEROR** specifying the breach or default, **OFFEROR** may either (i) exercise an action for specific performance, but not an action for money damages, or (ii) elect to terminate this Offer and receive a refund of the Deposit, together all interest thereon, and reimbursement of **OFFEROR**'s reasonable out of pocket expenses incurred in connection with this Offer. If **OFFEROR** elects to terminate and receive a refund of the Deposit, together with reimbursement of **OFFEROR**'s reasonable out of pocket expenses incurred in connection with this Offer, **OFFEROR** and **OFFEREE** shall be relieved of further liability hereunder, at law or in equity, except for the obligations which by their terms expressly survive any such termination. **OFFEROR** expressly waives all rights of action against **OFFEREE** for money damages for any matter arising out of or relating to this Offer, except pursuant to clause (ii) of this paragraph, except for any indemnification obligations of **OFFEREE** expressly set forth in this Offer, and except for rights of action based on the fraud or intentional misrepresentation or act of **OFFEREE**.

If **OFFEROR** fails to close on the Closing Date (other than as permitted by this Offer), time being strictly of the essence, and **OFFEREE** is ready, willing and able to perform but for **OFFEROR**'s failure, or if **OFFEROR** shall otherwise breach or default under any of the provisions of this Offer, and does not cure such failure, breach or default within ten (10) days after receipt of written notice from **OFFEREE** specifying the breach or default, then in such case, **OFFEREE** shall have the right, as its sole and exclusive remedy, to cancel this Offer in accordance with Tennessee law and have the Deposit delivered by Escrow Agent to **OFFEREE** as complete and liquidated damages. In that event, this Offer shall so terminate, and **OFFEROR** and **OFFEREE** shall be relieved of further liability hereunder, at law or in equity, except for any obligations which by their terms expressly survive any such termination. **OFFEREE** expressly waives all rights of action against **OFFEROR** for specific performance or money damages for any matter arising out of or relating to this Offer, except for any indemnification obligations of **OFFEROR** expressly set forth in this Offer.

CLOSING

Should this Offer be accepted by the **OFFEREE** and subject to all conditions set forth in this Offer, the parties agree to close the purchase and sale contemplated by this Offer (the "Closing") upon a date that is mutually acceptable to **OFFEROR** and **OFFEREE** following approval by the Enterprise South Industrial Park Development Review Committee of final plans for and drawings of the project to be constructed by the **OFFEROR** upon the Property and upon a portion of Tract 19-A and all of Tract 19-B which property is as of the date hereof owned or leased by **OFFEROR** (the "Closing Date"). If such final plans and drawings are not approved by the Enterprise South Industrial Park Development Review Committee not later than August 15, 2015, then, at the option of **OFFEROR**, **OFFEROR** may terminate this Offer by written notice to **OFFEREE**, in which event all rights and obligations of the parties under this Offer shall expire (other than those that expressly survive termination), this Offer shall become null and void, and the Deposit shall be returned to **OFFEROR**, together with all interest accrued thereon, less \$10.00 paid to **OFFEREE** as independent consideration.

EXPENSES

OFFEROR shall pay for the Title Commitment, preparation of the Warranty Deed, preparation of the Survey, the cost of the Title Policy in the event this purchase and sale closes, Tennessee transfer tax for recording the Warranty Deed (if any) and all remaining closing costs. **OFFEROR** shall also pay for any due diligence undertaken by **OFFEROR**, including any soil testing, environmental testing or other matters, but subject to any right of **OFFEROR** to receive reimbursement pursuant to this Offer. Each party shall be responsible for its own attorneys' fees.

OFFEROR'S FEASIBILITY PERIOD

OFFEROR shall have until sixty (60) days following the Effective Date (the "Feasibility Period") to examine the Property and all matters relating thereto. If such day falls on a weekend or holiday, then the Feasibility Period will expire the next following business day. The matters which may be included in the examination of the Property (but are not required to be performed by **OFFEROR**) are, without limitation: any environmental analysis of the Property, any geotechnical studies of the Property and such other tests, analyses and investigations as **OFFEROR** shall deem necessary or desirable to determine whether the Property is suitable for **OFFEROR'S** intended use. **OFFEROR** shall notify **OFFEREE** in writing prior to the expiration of the Feasibility Period as to whether **OFFEROR** elects to proceed to close this transaction or to terminate this Agreement. Failure to give written notice by the end of the Feasibility Period shall constitute approval on the part of **OFFEROR**. If this Agreement is terminated pursuant to this paragraph, **OFFEROR** shall recover the Deposit, together with all interest accrued thereon, less \$10.00 paid to **OFFEREE** as independent consideration.

“AS-IS” CONDITION;
REMOVAL OF TRASH, DEBRIS, BUILDINGS AND STRUCTURES

OFFEROR acknowledges that **OFFEROR** is purchasing the Property solely in reliance on **OFFEROR'S** own investigations, and that no representations or warranties of any kind whatsoever, express or implied, have been made by **OFFEREE**, **OFFEREE'S** officers, employees, agents or brokers, including but not limited to representations as to the suitability of the Property for **OFFEROR'S** intended use or environmental warranties, except for those expressly set forth under the heading “**BROKER REFERRAL FEE**” and except that by its acceptance of this Offer, **OFFEREE** warrants that it is the owner of the Property and that **OFFEREE** is authorized to convey the Property without any further approvals other than those set forth herein. **OFFEROR** further acknowledges that as of the Closing Date **OFFEROR** will have had an opportunity to become aware of all zoning regulations and other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property, and **OFFEROR'S** purchase of the Property will be “as-is”, in the condition that it is in as of the Closing Date, but subject to **OFFEREE'S** obligations set forth in the following paragraph to remove all trash and debris from the Property and demolish and remove all buildings and structures currently located on the Property prior to Closing and any post-closing obligations of **OFFEREE** expressly set forth in this Agreement.

ASSIGNMENT

OFFEROR may not assign this Agreement or any rights hereunder, except to a subsidiary or affiliate of the **OFFEROR**, without the prior written consent of **OFFEREE**, which consent may not be unreasonably withheld, delayed or conditioned.

OFFEROR'S ACCESS TO THE PROPERTY; PERMIT APPLICATIONS;
OFFEROR'S RIGHT TO CLEAR BRUSH, CUT TIMBER AND CONDUCT
CONSTRUCTION ACTIVITIES ON THE PROPERTY

OFFEROR and **OFFEREE** have entered into a letter agreement dated May 29, 2015 regarding the **OFFEROR'S** access to the Property and right to perform Due Diligence Activities and file Permit and Approval Applications (as those terms are defined in the letter agreement), and such letter agreement remains in full force and effect and will continue in full force and effect following **OFFEREE'S** acceptance of the Offer.

NOTICES

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given (i) on the day it is delivered personally; or (ii) the day after it is deposited with a nationally recognized courier service for next day delivery; or (iii) three (3) days after it is deposited in the U. S. Mail, certified, postage prepaid, return receipt requested, addressed as follows:

TO OFFEROR: Gestamp North America, Inc.
2701 Troy Center Drive, Suite 150
Troy, Michigan 48084
Attn: James Barry, CFO

with a copy to : Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450
Attn: Louann Prater Smith, Esquire

TO OFFEREE: Hamilton County Real Property Office
4th Floor, Mayfield Annex
123 East 7th Street
Chattanooga, Tennessee 37402
Attn: Real Property Manager

POSSESSION

Possession of property shall be transferred to **OFFEROR** on the Closing Date.

EXPIRATION OF OFFER

This Offer shall remain open until 5:00 o'clock p.m., Eastern Time, on July 8, 2015 (the "Expiration Date"). If the **OFFEREE** does not deliver its signed acceptance of this Offer to **OFFEROR** (or **OFFEROR**'s legal counsel) prior to midnight, Eastern Time, on the Expiration Date, this Offer shall lapse and be of no further force and effect, unless **OFFEROR** in its sole discretion grants an extension.

CONDITIONS OF DECLARATION OF COVENANTS AND RESTRICTIONS

All terms, conditions, promises and requirements contained in the Declaration of Covenants and Restrictions for Enterprise South Industrial Park recorded in Book 7085, Page 299 in the Register's Office of Hamilton County, Tennessee ("Restrictions") are agreed to by **OFFEROR**, subject to certain waivers which may be requested by the **OFFEROR** prior to the expiration of the Feasibility Period. Except for the terms, conditions and restrictions affected by such requested waivers, this Offer contains and includes by reference all terms, conditions and restrictions contained in the Restrictions. By executing this Agreement, **OFFEROR** certifies that **OFFEROR** has read and understands the Restrictions and agrees to abide by such Restrictions which run with the Property and shall survive closing, subject to the terms of the requested waivers.

BROKER REFERRAL FEE

OFFEROR represents and warrants to **OFFEREE** that **OFFEROR** has not dealt with any broker or other finder in connection with its purchase of the Property. By its acceptance of this Offer, **OFFEREE** represents and warrants that **OFFEREE** has not dealt with any broker or other finder in connection with the sale to **OFFEROR** of the Property.

VALIDITY OF OFFER

The **OFFEROR** agrees and acknowledges that this Offer is binding as to the **OFFEROR** and must be accepted by the **OFFEREE** following approval by the Hamilton County Board of Commissioners and the Chattanooga City Council and executed by both of the County Mayor and City of Chattanooga Mayor prior to enforcement.

[Signature page follows.]

Signature Page
to
Offer to Purchase Real Property at the Enterprise South Industrial Park "West Campus"

This the _____ day of June, 2015.

OFFEROR:

GESTAMP CHATTANOOGA, LLC

WITNESS

By: _____
Title: _____
Date: _____

ACCEPTANCE BY OFFEREE:

WITNESS

JIM M. COPPINGER, HAMILTON COUNTY
MAYOR

Date: _____

WITNESS

ANDY BERKE, MAYOR, CITY OF
CHATTANOOGA

Date: _____

EXHIBIT A
TO
OFFER TO PURCHASE REAL PROPERTY
AT THE ENTERPRISE SOUTH INDUSTRIAL PARK
“WEST CAMPUS”

Approximate Location of Property

[Final Plat of Tract 19-A, 19-B, 19-C and 19-D,
as recorded (2 pages). May be replaced with
amended Plat once (i) Tract 19-A is subdivided to transfer unimproved portion into 19-B
and (ii) Discovery Drive right of way is incorporated into Tract 19-C]

EXHIBIT B
TO
OFFER TO PURCHASE REAL PROPERTY
AT THE ENTERPRISE SOUTH INDUSTRIAL PARK
“WEST CAMPUS”

Additional Conditions of Offer

1. Delivery of Development Information. In order to facilitate **OFFEROR**'s inspection of the Property, **OFFEREE** agrees, to the extent in **OFFEREE**'s possession or control, to deliver the following items to **OFFEROR** within five (5) business days after the Effective Date unless previously provided to **OFFEROR**:

- (a) Evidence of the zoning status of the Property;
- (b) Copies of all soils, compaction, hydrologic, and environmental reports or inspections obtained by or prepared for **OFFEREE**, or in **OFFEREE**'s possession or accessible to **OFFEREE**, in connection with **OFFEREE**'s acquisition, ownership and/or development of the Property;
- (c) Copies of all governmental approvals obtained by **OFFEREE** in connection with its acquisition, ownership and/or development of the Property;
- (d) Copies of all boundary or topographic surveys, and accompanying surveyor's certificates, prepared for or obtained by **OFFEREE**, or in **OFFEREE**'s possession or accessible to **OFFEREE**, in connection with its acquisition, ownership and/or development of the Property;
- (e) Copies of all title certificates, title commitments and title insurance policies obtained by or prepared for **OFFEREE**, or in **OFFEREE**'s possession or accessible to **OFFEREE**, relating to the Property, and copies of all Permitted Exceptions and other matters scheduled or shown as exceptions to title or requirements thereon;
- (f) A copy of any recorded subdivision plat containing all or any portion of the Property;
- (g) A copy of any declaration agreement or restrictive covenant that does or may affect the acquisition, development or ownership of the Property by **OFFEROR**; and
- (h) Such other items in **OFFEREE**'s possession that **OFFEROR** may, from time to time or at any time, reasonably request in connection with its inspection of the Property.

2. **OFFEREE**'s Deliveries and Conditions to **OFFEROR**'s Obligations. **OFFEREE** shall execute and deliver at Closing (or cause to be executed and delivered at Closing) the following documents, dated the Closing Date, the form and substance of each of which shall be reasonably acceptable to **OFFEROR**, and the execution, delivery and accuracy of which shall be a condition to **OFFEROR**'s obligation to consummate the purchase and sale contemplated by the Offer:

(a) General Warranty Deed. A General Warranty Deed (the “Warranty Deed”), in recordable form, duly executed by **OFFEREE** and conveying to **OFFEROR** good, fee simple, marketable and insurable title to the Property, with the legal description provided in the Survey and in the Title Company’s commitment for the Title Policy, subject only to the Permitted Exceptions. At the direction of **OFFEROR**, **OFFEREE** will convey the Property to the IDB or to another designee if permitted by the Offer, rather than to the **OFFEROR**. Upon Closing, the Warranty Deed shall be recorded in the Register's Office of Hamilton County, Tennessee (the “Register's Office”).

(b) PILOT Real Property Lease. A Real Property Lease Agreement between the IDB and the **OFFEROR**, pursuant to which the IDB will lease the Property together with Tract 19-B and that portion of Tract 19-A which does not contain the “Current Building” and “Current Offices” following the subdivision of Tract 19-A (the “New PILOT Real Property”) to **OFFEROR** for a term mutually acceptable to **OFFEROR**, **OFFEREE** and the IDB (the “PILOT Real Property Lease”).

(c) Memorandum of Real Property Lease. A Memorandum of the Real Property Lease which upon Closing shall be recorded in the Register's Office.

(d) PILOT Personal Property Lease. A Personal Property Lease Agreement between the IDB and **OFFEROR**, pursuant to which the IDB will lease to **OFFEROR** all equipment, machinery and other tangible personal property to be located on the New PILOT Real Property and used or useful in the operation of the **OFFEROR**'s facility that is to be located on the New PILOT Real Property (collectively, the “Personal Property”) for a term mutually acceptable to **OFFEROR**, **OFFEREE** and the IDB (the “PILOT Personal Property Lease”).

(e) Memorandum of Personal Property Lease. A Memorandum of the Personal Property Lease which upon Closing shall be recorded in the Register's Office.

(f) PILOT Agreement. A Payment-in-Lieu-of-Taxes Agreement among the IDB, **OFFEREE**, and **OFFEROR** (the “City”) (the “PILOT Agreement”), pursuant to which (a) the IDB will agree to take title to the New PILOT Real Property and the Personal Property, (b) **OFFEREE** and **OFFEROR** will agree that the New PILOT Real Property and the Personal Property will be exempt from all ad valorem taxes for so long as the New PILOT Real Property and the Personal Property are owned by the IDB, and (c) **OFFEROR** will agree to pay and **OFFEREE** will agree to accept payments-in-lieu of ad valorem taxes with respect to the New PILOT Real Property and the Personal Property in amounts and for a term mutually acceptable to **OFFEROR** and **OFFEREE**.

(g) Title Policy. The Title Policy and such endorsements thereto as the **OFFEROR** shall reasonably request, including without limitation zoning, comprehensive and survey endorsements (the “Endorsements”). If the Property is conveyed to the IDB at Closing and leased to the **OFFEROR** pursuant to the PILOT Real Property Lease (as defined in Section 2(b) above), then the Title Policy shall insure the IDB's good and marketable fee simple title and the **OFFEROR**'s good and marketable leasehold title in the New PILOT Real Property under the PILOT Real Property Lease.

(h) FIRPTA Certificate. A certificate duly executed by **OFFEREE** setting forth **OFFEREE**'s address and Social Security or tax identification number and certifying whether or not **OFFEREE** is a foreign person for purposes of the Foreign Investment in Real Property Tax Act (a/k/a "FIRPTA").

(i) Closing Statement. A closing statement duly executed by **OFFEREE**, setting forth in reasonable detail the financial transaction contemplated by this Offer, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds.

(j) INTENTIONALLY DELETED

(k) Declarant Waiver Agreement. Agreements among **OFFEREE**, the Enterprise South Industrial Park Development Review Committee (the "Committee") and **OFFEROR** (the "Declarant Waiver Agreements"), pursuant to which **OFFEREE** and the Committee will waive (i) the rights of first refusal and reversions contained in the Restrictions, and (ii) compliance by **OFFEROR** with certain provisions of the Restrictions, including without limitation those provisions relating to [building height, exterior finishes and setbacks **IF APPLICABLE**]; provided, however, that **OFFEREE** shall not be obligated to provide the Declarant Waiver Agreements until **OFFEROR** shall have submitted to the Committee the plans and specifications for the manufacturing facility proposed to be constructed by **OFFEROR** on the Property and the Committee shall have approved such plans and specifications. The Declarant Waiver Agreement relating to the rights of first refusal and reversions shall be recorded in the Register's Office upon Closing.

(l) Utilities. Evidence satisfactory to **OFFEROR** that water, gas, electric, storm sewer, sanitary sewer, internet, voice and data service and any other utilities or services necessary or desirable for the operation by **OFFEROR** of its proposed manufacturing facility are or will be available at the boundaries of the Property on terms acceptable to **OFFEROR** providing such utilities and services in the quantities and at the times needed by **OFFEROR** for the operation of its proposed manufacturing facility.

(m) Subdivision Plat. Approval by the Chattanooga-Hamilton County Regional Planning Agency of a plat based on the Survey showing: (1) the inclusion of the adjacent portion of the Discovery Drive right of way into Tract 19-C; and (2) the subdivision of Tract 19-A into two parcels with the Current Building and Current Offices remaining within amended Tract 19-A and the Building Expansion Phase I improvements to be located on amended Tract 19-B and the creation and showing such easements and other matters, all as shall be reasonably satisfactory to **OFFEROR**, such plat to be recorded in the Register's Office upon Closing.

(n) INTENTIONALLY DELETED

(o) Additional Documents. Copies of all surveys, plans and specifications and other similar documents relating to the applicable Property that may be in **OFFEREE**'s possession (and that have not been delivered to **OFFEROR** previously pursuant to the provisions of Section 2 above), as well as such other documents, affidavits or certificates as are customary or may be

necessary to consummate the sale of the Property or to induce the Title Company to issue the Title Policy.

3. Possession of Property. **OFFEREE** shall deliver possession of the Property to **OFFEROR** at Closing.

4. Conditions Precedent to OFFEROR's Obligations. **OFFEROR** shall not be obligated to consummate the transaction described in this Agreement unless, as of the Closing Date:

(a) **OFFEREE** shall have performed in all material respects all of the agreements, covenants and obligations contained in this Agreement to be performed or complied with by **OFFEREE** on or prior to the Closing Date.

(b) From and after the last day of the Feasibility Period, there shall have occurred no material adverse change to the Property (or any material portion thereof) which is continuing on the Closing Date which could have an adverse impact on **OFFEROR's** intended use of the Property or its value.

(c) The Property shall be delivered to **OFFEROR** at Closing free and clear of all claims, liens and encumbrances of any kind or nature whatsoever except Permitted Exceptions.

(d) **OFFEROR** shall have obtained all applicable zoning and other governmental approvals for **OFFEROR's** contemplated use and development of the Property which are necessary or desirable to **OFFEROR** and which are not subject to any conditions or requirements which, in **OFFEROR's** sole discretion: (A) are unreasonable or (B) materially impair **OFFEROR's** contemplated use or development of the Property.

If the conditions in this Section 4 are not satisfied as of the date of Closing, **OFFEROR** may waive the unsatisfied condition in writing and proceed to Closing or terminate the Agreement.

*** End of Exhibit B ***



Hamilton County Board of Commissioners

RESOLUTION

No. 715-15

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE 1400 CHESTNUT, LLC PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, pursuant to Tennessee Code Annotated, Section 48-101-312(b) Hamilton County (the "County") is permitted to delegate to The Health, Educational, and Housing Facility 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, 1400 Chestnut, LLC (the "Company") is contemplating the construction of apartments and other related facilities and improvements in downtown Chattanooga, to provide for approximately two hundred (200) residential units (collectively, the "Project"), and because of the substantial economic benefits to the City and Hamilton County resulting from the Project, has asked the Corporation, the County Commission, and the City Council 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 101 of Title 48 of the Tennessee Code Annotated;

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

That we do hereby find that the 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 Company; provided that commercial and/or retail space shall not be eligible for a freeze of in lieu of tax payments, and 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

July 1, 2015

Date

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

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2015, by and among THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”); 1400 CHESTNUT, LLC, a [Tennessee] limited liability company (the “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 (“Trustee”), and by WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY (“Assessor”).

W I T N E S S E T H:

WHEREAS, the Company is contemplating the construction of apartments and other related facilities and improvements in downtown Chattanooga, to provide for approximately two hundred (200) residential units (collectively, the “Project”), and has requested the Board’s assistance in the financing of the Project; and

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

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

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

to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §48-101-312; and

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

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

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

WHEREAS, the Company and the Board have agreed that all In Lieu Payments made to the Board by the Company shall be paid to the Trustee, who shall disburse such amounts to the general funds of the City and the County in accordance with the requirements specified herein; and

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

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

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

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall

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

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes.

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

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

4. Amount of Payments by the Company.

(a) Property Exclusive of Improvements. For each of the years 2017 and thereafter, the Company shall make payments with respect to the Property in an amount equal to

one hundred percent (100%) of all City and County annual ad valorem property taxes levied in the base year of 2015 (the “Base Year”) on the value of the associated Property (land, buildings, etc.). The intent is for the City and County to continue receiving throughout the term of this Agreement all taxes assessed as to the value of the property in the Base Year exclusive of the improvements made in connection with the Project, which improvements are subject to the payment in lieu of tax obligations set forth in subsection (b), immediately below.

(b) Improvements. After construction of the Project is completed and the Assessor of Property has reassessed the then improved Property, the Company shall make In Lieu Payments in the amount required to satisfy the Hamilton County Schools portion of the property taxes that would be due on the improvements to the Property if it were subject to taxation (the “School Portion”), which the parties acknowledge and agree currently equates to [27.1%] of the amount of the total City and County taxes that would have been payable on the improvements to the Property if it were subject to property taxes. Additional In Lieu Payments on the improvements will be as follows:

Year	City General Fund ⁽¹⁾	County General Fund ⁽¹⁾	County School Fund ⁽¹⁾
2017 – 2026	0%	0%	100%
2027	20%	20%	100%
2028	40%	40%	100%
2029	60%	60%	100%
2030	80%	80%	100%
2031	100%	100%	100%

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

As noted above, during such years 2017 to 2030, the Company shall continue to pay the School Portion attributable to the Hamilton County Schools. For any periods before or after such 14-year period that the Property is owned by the Board, the Company shall make In Lieu Payments

in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

(c) For each of the years 2017 to 2030, the Company shall make In Lieu Payments with respect to any commercial and/or retail portion of the Property in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the commercial and/or retail portion of the Property, if any, if it were subject to property taxes.

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

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

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees, and if the Company should fail to pay all amounts and late charges due as provided hereinabove for more than two (2) years, the City or the County may, as to their respective In Lieu Payments, terminate the benefits of this Agreement and

thereafter require the Company to pay one hundred percent (100%) of the amount of taxes that would have been payable on the Property for so long as such payment default continues as determined by the Mayor of the City and the Mayor of the County. In the event of a disagreement between the parties concerning whether or not the Company has cured a default, a representative of the Company may request that the City and County, as applicable, each meet to determine whether such default has been cured, and the Company and the City or the County, as the case may be, shall meet promptly thereafter attempt in good faith to resolve such dispute. The Company may, in addition, file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

(c) If the Company should fail to reserve for lease at least twenty (20%) percent of the available units in the Project to persons whose income does not exceed eighty (80%) percent of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development, then the City and the County reserve the right but are not obligated to adjust the terms and conditions of the tax abatement granted to the Company under this Agreement for the Tax Abatement Period by requiring the Company to pay an additional amount of the In Lieu Payments on the Property. The City and the County may then require the Company to pay an amount up to the difference between the amounts of the In Lieu Payments required pursuant to Paragraph 4 of this Agreement and the amounts that the Company would have paid using the pro-rated percentage of the affordable housing units associated with the Tax Abatement Period. The County and the City shall look solely to the Company for any repayment obligations.

6. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Paragraph 4 for the benefit of the City general fund shall be disbursed to the general funds of the City in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County general fund shall be disbursed to the general fund of the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be divided into an account for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated §7-53-305.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any

such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Annual Report. The Company will provide, on or before January 31 of each calendar year during this Agreement, an annual report to the Board, the Mayor of the City, and the Mayor of the County, summarizing its investment in the Property and a certified rent roll. An independent audit of the annual report may occur if requested by the City or County during any calendar year of this Agreement.

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

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

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

supplying information for completion of leasehold taxation questionnaires with respect to the Property.

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

13. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City or the Board, c/o Mr. Phillip A. Noblett, Suite 200, 100 E. 11th Street, Chattanooga, Tennessee 37402; if to the County, c/o Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402-1956; if to the Company, 3221 Brookwood Road, Birmingham, Alabama 35223; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications 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. Assignment. Except as provided in this Section, the Company may only assign this Agreement, or any part hereof, with the prior consent of the Mayor of the City, the Mayor of the County, and the Board. The Mayor of the City, the Mayor of the County and/or the Board shall not withhold such consent upon the occurrence of all of the following conditions: (i) there is no default under this Agreement at the time of the assignment, (ii) all requirements of the Company under this Agreement have been satisfied as of the date of the assignment, and (iii) any assignee agrees to provide proof of sufficient assets to fund the business plan for the Project and agrees to be bound by the terms of this Agreement from and after the date of assignment (the “Consent Requirements”). If the Company provides the Mayor of the City, the Mayor of the County and the Board (x) a certificate of an officer of the Company certifying that the requirements of (i) and (ii) have been satisfied and (y) proof of sufficient assets to fund the business plan for the Project and a copy of an assignment and assumption agreement pursuant to which the assignee agrees to be bound by the terms of this Agreement, the Mayor of the City, the Mayor of the County and the Board shall each have the option, upon at least seven (7) days’ prior notice to the Company, to meet with a representative of the Company within forty-five (45) days of receipt of the Company’s certificate for purposes of determining whether the Company has satisfied the Consent Requirements. Unless the Mayor of the City, the Mayor of the County and the Board meet with the Company and all state in writing within such forty-five (45) day period that the Company has not satisfied the Consent Requirements, the Company may assign this Agreement in accordance with the terms and conditions described in the Company’s certificate without any further action of the Mayor of the City, the Mayor of the County and/or the Board. In the event that the Mayor of the City, the Mayor of the County and the Board timely state in writing that the Company has not satisfied the Consent Requirements, the Company and the assignee may, upon the Company’s

request, appear before the City Council of the City, the Board of Commissioners of the County and the Board to request approval of such assignment pursuant to the terms of this Section, which consents shall not be unreasonably withheld. Upon satisfaction of the requirements of this Section, the assignment shall relieve the Company from liability for any of its obligations hereunder as of the effective date of the assignment.

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

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

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

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

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

[Signature Page Follows]

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

ATTEST:

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

By: _____
Secretary

By: _____
Chairman

1400 CHESTNUT, LLC

By: _____
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 AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

REAL PROPERTY

[INSERT LEGAL DESCRIPTION]

PERSONAL PROPERTY

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



Hamilton County Board of Commissioners RESOLUTION

No. 715-16

A RESOLUTION (I) TO MAKE CERTAIN FINDINGS RELATING TO THE EXPANSION OF A MANUFACTURING FACILITY PROJECT TO BE CONSTRUCTED, EQUIPPED AND OPERATED BY A GESTAMP CHATTANOOGA, LLC ("GESTAMP ") IN THE ENTERPRISE SOUTH INDUSTRIAL PARK (THE "PROJECT"), (II) TO AUTHORIZE THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE (THE "BOARD"), GESTAMP, AND THE CITY OF CHATTANOOGA WITH RESPECT TO THE PROJECT (THE "PILOT AGREEMENT") AND AN AMENDMENT TO THE EXISTING PILOT AGREEMENT WITH GESTAMP, AND (III) TO DELEGATE CERTAIN AUTHORITY TO THE BOARD RELATING TO THE PILOT AGREEMENT AND AMENDMENT.

WHEREAS, Gestamp Chattanooga, LLC is contemplating the construction, equipping and operating an expansion of its existing manufacturing facility in the Enterprise South Industrial Park in Chattanooga, Hamilton County, Tennessee (the "Project"); and

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

WHEREAS, because of the substantial public benefits to the County and the City of Chattanooga (the "City") resulting from the Project, Gestamp Chattanooga, LLC ("Gestamp") has asked the Board, the Board of Commissioners of the County and the City Council of the City of Chattanooga to approve certain payments in lieu of ad valorem taxes with respect to the Project (the "In Lieu Payments"); and

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

WHEREAS, the Project will be located on certain real property (the “Expansion Tracts”) that is already covered by that certain Agreement for Payments in Lieu of Ad Valorem Taxes among Gestamp, the City and the County dated February 11, 2010, as amended (the "Existing PILOT Agreement"); and

WHEREAS, an amendment to the Existing PILOT Agreement will be required to remove the Expansion Tracts from the Existing PILOT Agreement, so that they can be included under the new PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, TENNESSEE, AS FOLLOWS:

RESOLVED, that we do hereby find that substantial benefits to the County economy will be derived from the Project and that the In Lieu Payments contemplated under the PILOT Agreement will be in furtherance of the Board's public purposes; and

BE IT FURTHER RESOLVED, that, having made such findings, we do hereby approve the PILOT Agreement in the form attached to this Resolution and do hereby authorize the Mayor to enter into the PILOT Agreement on behalf of the County, such PILOT Agreement to be substantially in the form attached to this Resolution with such changes thereto as he shall approve; and

BE IT FURTHER RESOLVED, that the Board is hereby delegated with the authority to negotiate and accept In Lieu Payments from Gestamp, it being further noted that this delegation is for this purpose and for this Project only; and

BE IT FURTHER RESOLVED, that we do hereby approve an amendment to the Existing PILOT Agreement to remove the Expansion Tracts from the Existing PILOT Agreement (the “PILOT Amendment”) in the form attached to this Resolution and do hereby authorize the Mayor to enter into such PILOT Amendment on behalf of the County, such PILOT Amendment to be in substantially the form attached to this Resolution with such changes thereto as he shall approve; and

BE IT FURTHER RESOLVED, that we do hereby authorize the Board to enter into such PILOT leases and amendments to the existing PILOT leases with Gestamp as the Board shall deem to be necessary as a result of the PILOT Agreement and the PILOT Amendment.

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

July 1, 2015

Date

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

THIS AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (the "Amendment") is made and entered into as of _____, 2015, by and among THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE (the "Board"); GESTAMP CHATTANOOGA, LLC, a Delaware limited liability company that is authorized to do business in Tennessee (the "Company"); the CITY OF CHATTANOOGA, TENNESSEE (the "City"); and HAMILTON COUNTY, TENNESSEE (the "County").

WITNESSETH:

WHEREAS, the Board, the Company, the City and the County are parties to that certain Agreement for Payments in Lieu of Ad Valorem Taxes dated as of February 11, 2010, as amended (the "PILOT Agreement"); and

WHEREAS, pursuant to the PILOT Agreement, the Company will make certain payments in lieu of ad valorem taxes (the "In Lieu Payments") on the real property known as Lot 19-A on the West Campus of the Enterprise South Industrial Park, Chattanooga, Tennessee ("Lot 19-A") and all buildings and other improvements constructed, acquired and installed on Lot 19-A by the Company and the equipment and other personal property installed at the Company's manufacturing facility located on Lot 19-A; and

WHEREAS, pursuant to the PILOT Agreement, upon notice from the Company, the Board is required to take title to Lot 19-B on the West Campus of the Enterprise South Industrial Park, Chattanooga, Tennessee ("Lot 19-B") and all buildings and other improvements constructed, acquired and installed on Lot 19-B by the Company and the equipment and other

personal property installed at the Company's manufacturing facility located on Lot 19-B (Lot 19-B and all such buildings, improvements, equipment and other personal property collectively called the "Lot 19-B Property") to the Board and then lease the Lot 19-B Property to the Company; and

WHEREAS, pursuant to the PILOT Agreement, following any such transfer of title to the Board and lease of the Lot 19-B Property to the Company by the Board, the Company will make In Lieu Payments on the Lot 19-B Property; and

WHEREAS, the Company proposes to expand its manufacturing facility that is now located on Lot 19-A and in connection with such expansion (the "Expansion") to acquire Lot 19-C, Lot 19-D and the unimproved portion of Discovery Drive located between Lot 19-C and Lot 19-B, all of which are located in the Enterprise South Industrial Park, Chattanooga, Tennessee and are shown on the plat attached as Exhibit 1 to this Amendment (the "New Expansion Real Property"); and

WHEREAS, in connection with such Expansion, the Company also proposes to re-subdivide Lot 19-A and Lot 19-B, so that following such resubdivision, Lot 19-B will include the portion of Lot 19-A on which the expansion will be located ("New Lot 19-B") and Lot 19-A will include only the portion of Lot 19-A on which the Company's existing manufacturing facility is now located ("New Lot 19-A"), a copy of the proposed plat(s) showing New Lot 19-A and New Lot 19-B being attached as Exhibit 2 to this Amendment; and

WHEREAS, the Company has requested that the City and the County enter into a new Agreement for Payments In Lieu of Ad Valorem Taxes in connection with the Expansion (the

"Expansion PILOT Agreement") pursuant to which the Company will make payments in lieu of ad valorem taxes on the Expansion Real Property, New Lot 19-B and all buildings and other improvements constructed, acquired and installed on such Expansion Real Property and New Lot 19-B by the Company and the equipment and other personal property installed in the expanded manufacturing facility to be located thereon; and

WHEREAS, the Company has requested that the City, the County and the Board enter into this Amendment in order to release New Lot 19-B from the PILOT Agreement and to reflect that only New Lot 19-A and all buildings and other improvements constructed, acquired and installed on New Lot 19-A by the Company and the equipment and other personal property installed in the existing manufacturing facility located thereon are covered by the PILOT Agreement;

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

1. Amendments to PILOT Agreement. The PILOT Agreement is hereby amended as follows:

a. Exhibit "A" attached to the PILOT Agreement is deleted in its entirety, and Exhibit "A" attached to this Amendment is substituted in lieu thereof.

b. Exhibit "B" attached to the PILOT Agreement is deleted in its entirety, and Exhibit "B" attached to this Amendment is substituted in lieu thereof.

c. The PILOT Agreement is further amended as necessary to reflect that New Lot 19-B is released from the PILOT Agreement and to reflect that only New Lot 19-A and all

buildings and other improvements constructed, acquired and installed on New Lot 19-A by the Company and the equipment and other personal property installed in the existing manufacturing facility located thereon are covered by the PILOT Agreement. The

2. Except as set forth in paragraph 1 above, the PILOT Agreement shall remain unchanged and in full force and effect.

3. The Board will enter into such amendments to the PILOT Leases as the Board shall deem to be necessary in order to reflect the amendments to the PILOT Agreement set forth in this Amendment.

4. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following pages.]

[The Industrial Development Board of the County of Hamilton, Tennessee – Signature Page to
Amendment to Agreement for Payments in Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, The Industrial Development Board of the County of Hamilton, Tennessee has executed this Amendment as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF HAMILTON,
TENNESSEE

By: _____
Title: _____

[Gestamp Chattanooga, LLC – Signature Page to Amendment to Agreement for Payments in
Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, Gestamp Chattanooga, LLC has executed this Amendment
as of the date first above written.

GESTAMP CHATTANOOGA, LLC

By: _____
Title: _____

[City of Chattanooga, Tennessee – Signature Page to Amendment to Agreement for Payments in Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, the City of Chattanooga, Tennessee has executed this Amendment as of the date first above written.

CITY OF CHATTANOOGA, TENNESSEE

BY: _____
Mayor

[Hamilton County, Tennessee – Signature Page to Amendment to Agreement for Payments in Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, Hamilton County, Tennessee has executed this Amendment as of the date first above written.

HAMILTON COUNTY, TENNESSEE

BY: _____
County Mayor

EXHIBIT "1"
TO
AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

New Expansion Real Property

[See attached Final Plat showing Tract 19-C and 19-D, as recorded (2 pages). May be replaced with amended Plat once the Discovery Drive right of way is incorporated into Tract 19-C.]

EXHIBIT "2"
TO
AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

Proposed Plat Showing New Lot 19-A and New Lot 19-B

[See attached preliminary site plan for the expansion. To be replaced with the proposed plat showing New Lot 19-A and New Lot 19-B when it becomes available.]

EXHIBIT "A"
TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES (AS AMENDED)

Personal Property

All equipment and other personal property to be installed at the manufacturing facilities to be constructed by the Company or its affiliate or a Leasing Company designated by the Company on the real property known as [Resubdivided] Lot 19-A on the West Campus of the Enterprise South Industrial Park, Chattanooga, Tennessee, during the term of the PILOT Agreement.

EXHIBIT "B"
TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES (AS AMENDED)

Real Property and Improvements

The real property known as [Resubdivided] Lot 19-A on the West Campus of the Enterprise South Industrial Park, Chattanooga, Tennessee and all buildings and other improvements to be constructed, acquired and installed thereon by the Company or one of its affiliates or a Leasing Company designated by the Company in connection with the manufacturing facilities to be operated on such real property by the Company.

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this the ____ day of _____, 2015, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE** (the “Board”); **GESTAMP CHATTANOOGA, LLC** (, the “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 Company is contemplating (i) the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Land”); (ii) the construction upon the Land of an expansion (the “Real Property Improvements”) (the Land and the Real Property Improvements shall be collectively referred to as the “Real Property”) to an existing manufacturing facility leased to and operated by the Company located adjacent to the Real Property on the existing real property described in Exhibit A-1 attached hereto and incorporated herein (the “Existing Property”); and (iii) 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 \$140.9 million and the creation of at least 374 full-time jobs which jobs shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, Gestamp Chattanooga II, LLC, a Delaware limited liability company (“Related Company”), an entity related to the Company is contemplating the construction and operation of a complementary facility on a separate site located in the Enterprise South Industrial Park (“Related Project”), which will result in an investment of at least Thirty-nine Million One Hundred Thousand Dollars (\$39,100,000.00) and the creation of at least 136 full-time jobs which shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively, the “Related Project Investment, Jobs and Wage Projection”) upon terms and conditions to be set forth in that certain Agreement for Payments In Lieu of Ad Valorem Taxes of even date herewith by and among Related Company and the other parties to this Agreement, except the Company (the “Related PILOT Agreement”); and

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

WHEREAS, the Board has agreed to hold title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and (i) to lease the Real Property to the Company pursuant to a Real Property Lease Agreement (the “Real Property Lease:”), to be entered into between the Board and the Company, and (ii) to lease the Property to the Company pursuant to a Personal Property Lease Agreement (the “Personal Property Lease”), to be entered into between the Board and the Company (the Real Property Lease and the Personal Property Lease collectively called the “Leases”); 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 Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

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

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, 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 Company and the Board have agreed that all In Lieu Payments made to the Board by the Company 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 Company written notice of any changes in

appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. 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 Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the 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 the Company a bill for appropriate amount of In Lieu Payments (the “Tax Bill”).

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

4. Amount of Payments by the Company. For the ten (10) year period covering and inclusive of years 2017 through 2026 (the “Tax Abatement Period”), the Company shall make In Lieu Payments with respect to 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 Project if it were subject to property taxes for the respective years shown:

Year	City General Fund	County General Fund	County School Fund
2017	0%	0%	100%
2018	25%	25%	100%
2019	40%	40%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%
2023	50%	50%	100%
2024	50%	50%	100%
2025	50%	50%	100%
2026	50%	50%	100%

For the avoidance of doubt, the parties intend that the Company 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 Company 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, the 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 Company, the 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 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. The 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 the 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 the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit 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 Company must meet one hundred percent (100%) of the Minimum Job Requirement and the Minimum Investment Requirement by January 1, 2020 (the "Determination Date") and during each calendar year thereafter during the Tax Abatement Period. For purposes of this Section, the "Minimum Jobs Requirement" equals

Three Hundred (300) full-time jobs, and the “Minimum Investment” equals \$112,720,000 (One Hundred Twelve Million Seven Hundred Twenty Thousand Dollars). In addition, the Related Company must meet one hundred percent (100%) of the “Related Project Minimum Jobs Requirement” equal to 109 full-time jobs, and the “Related Project Minimum Investment Requirement” equal to Thirty-one Million Two Hundred Eighty Thousand Dollars (\$31,280,000.00) by the Determination Date as set forth in the Related PILOT Agreement.

(b) Annual Employment Review. If (i) the Company fails to achieve the Minimum Jobs Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for such calendar year (the “Job In Lieu Payment Percentage Increase”). The “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Company or the Related Company, as applicable, bears to the Minimum Job Requirement. In no event shall the Company’s 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, 2020 = 310
Minimum Job Requirement = 300
No increase in In Lieu Payments for 2020
(Minimum Job Requirement has been exceeded)

Example 2:

Total number of full-time jobs as of January 1, 2020 = 290
Minimum Job Requirement = 300
Company’s Job Performance = 96.67%
Job In Lieu Payment Percentage Increase for 2020 = 3.33%
(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 3.33%)

(c) Annual Investment Review. If (i) the Company fails to achieve the Minimum Investment Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Investment Performance” or the “Related Company’s Investment Performance”, as applicable, for such

calendar year (the “Investment In Lieu Payment Percentage Increase”). The “Company’s Investment Performance” or the “Related Company’s Investment Performance”, as applicable, for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Company or the Related Company, as applicable, through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project or the Related Company, as applicable, bears to the Minimum Investment Requirement. In no event shall the Company’s 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, 2020 = \$120,000,000

Minimum Investment Requirement = \$112,720,000

No increase in In Lieu Payments for 2020 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through January 1, 2020 = \$100,000,000

Minimum Investment Requirement = \$112,720,000

Company’s Investment Performance = 88.7%

Investment In Lieu Payment Percentage Increase for 2020 = 11.3%

(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 11.3%)

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 Company. 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 3.33% 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 11.3%. 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 Company for that payment.

(e) Credit for Related Project “Excess” Minimum Job Requirement and/or Minimum Investment Requirement. For each calendar year, prior to increasing the In Lieu Payments arising from the Company’s failure to meet the Minimum Job Requirement or the Minimum Investment Requirement, there shall be added to the Company’s job or investment figures for the same calendar year the amount, if any, by which the Related Company’s “Total number of full-time jobs as of January 1” or “Total amount of capital investment through January 1” exceed the Related Company’s Minimum Job Requirement or Minimum Investment Requirement calculated pursuant to the Related PILOT Agreement. The combined number of the Company’s and the Related Company’s “excess” full-time jobs as of January 1 shall be the number used for the purpose of determining whether the Company has met the Minimum Job Requirement for that calendar year. The same procedure shall be followed with respect to the “excess” amount above the Related Company’s Minimum Investment Requirements for the same calendar year. The purpose of this Section 6(e) shall be to treat the Project and the Related Project as a single facility for the purpose of measuring whether the combined Minimum Job Requirement and/or the combined Minimum Investment Requirement has been satisfied for each calendar year.

(f) Project Closure. In the event the Project or the Related 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 or the Related 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 2017 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 Company’s 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 2017 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 12.53% 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 Company’s 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 Company. The Company 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 Company contests 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 Company shall make such payments under protest. The Company 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 Company and the Assessor, the Treasurer or the Trustee, as the case may be, are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

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 Company and shall continue for so long as the Board holds title to any of the Property and leases such property to the Company or the Company has 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 Company's personal property leasehold interest in the Personal Property under the Leases 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 Company's real property leasehold interests in the Real Property Improvements under the Leases is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Company, including without limitation, rent under the Leases, 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 Company under the Leases would, at the present time, be considered as rent payable under the Leases for purposes of determining the Company's 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 Company 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 Company determines, 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 Company 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 Company 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 Company purchases 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	Ross I. Schram III Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450
The City:	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 th Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000, Volunteer Building Chattanooga, Tennessee 37402 Attention: Evan Allison
Company:	Gestamp North America, Inc. 2701 Troy Center Drive, Suite 150 Troy, Michigan 48084 Attn: James Barry

With a Copy to:	Gestamp Chattanooga, LLC 3063 Hickory Valley Road Chattanooga, Tennessee 37421 Attn: Corey Jahn
With a Copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450 Attn: Louann 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 Company 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 Company's progress in achieving the Investment, Jobs and Wage Projection.

21. Stormwater Fees. The Company 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 COUNTY OF HAMILTON,
TENNESSEE**

By: _____
Secretary

By: _____
Chairman

GESTAMP CHATTANOOGA, LLC,
a Delaware limited liability company

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

LAND

[All of Tracts 19-B, as amended, 19-C, as amended, and 19-D]

EXHIBIT "A-1"
TO PILOT AGREEMENT

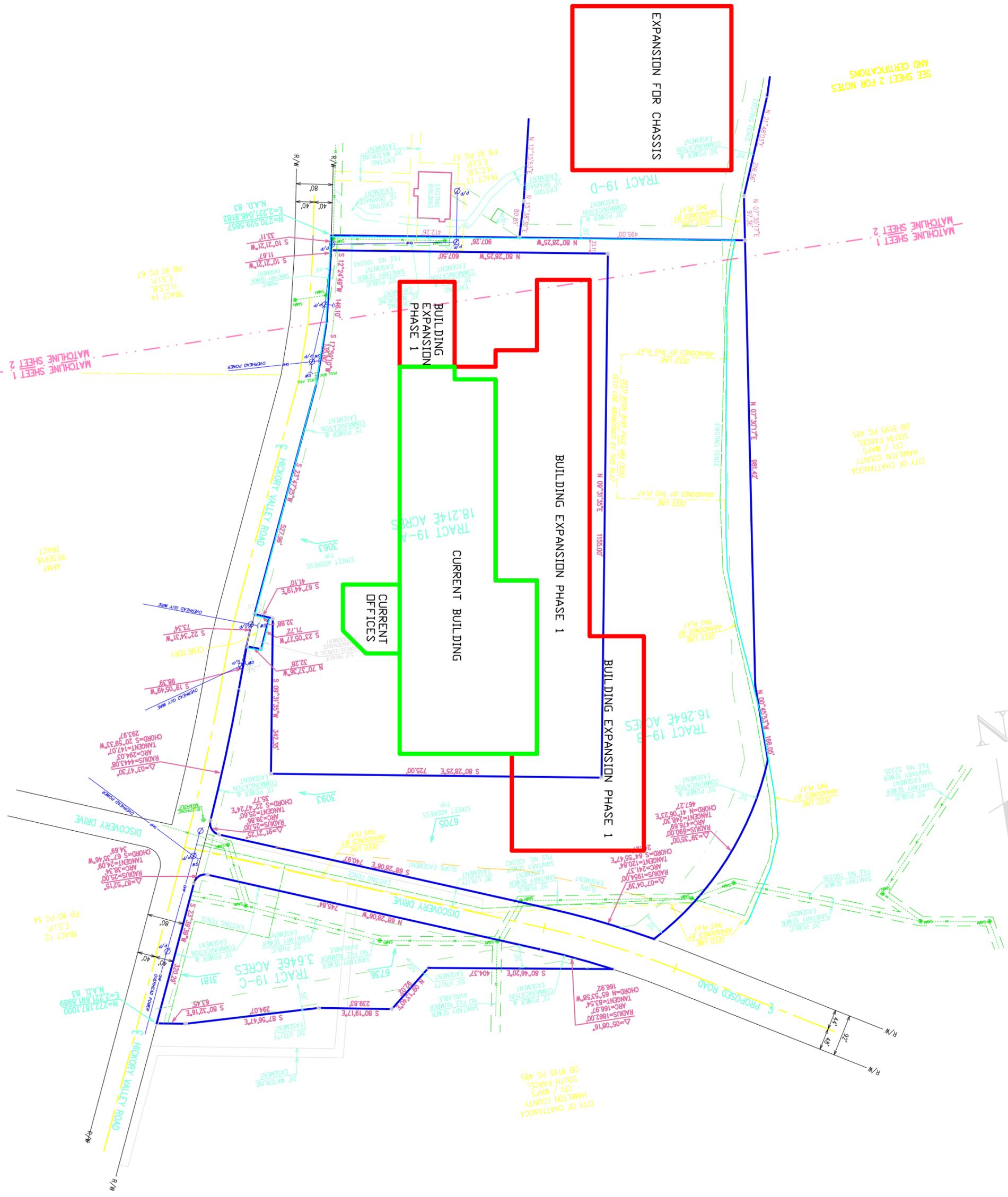
EXISTING PROPERTY

[Tract 19-A, as amended]

EXHIBIT “B”
TO PILOT AGREEMENT

PERSONAL PROPERTY

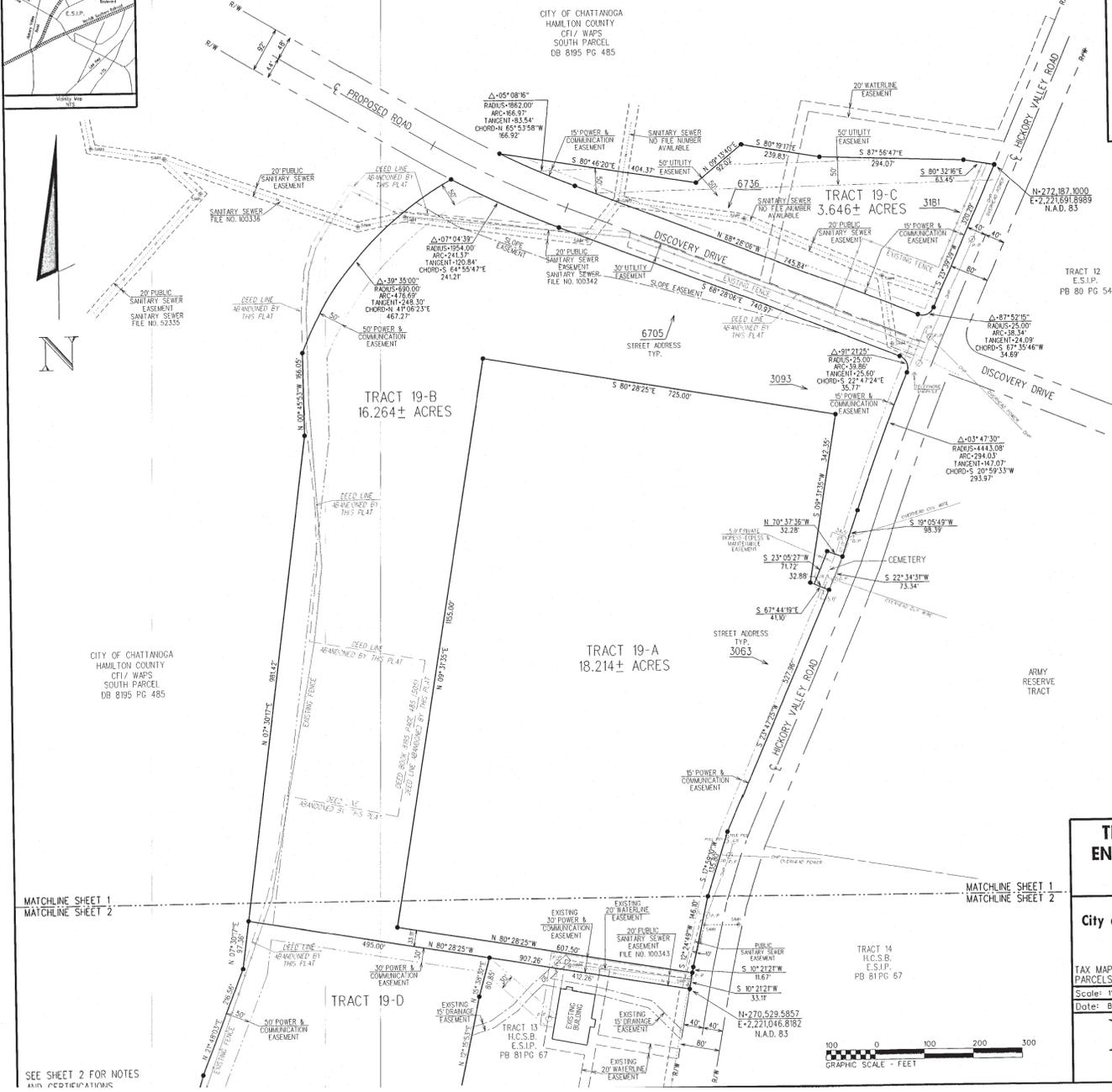
During the Tax Abatement Period, the Project shall include all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the real property described in Exhibit A attached to this Agreement between January 1, 2017 and January 1, 2026, together with replacements thereof and substitutions therefor, in connection with the Company’s operations on such property.



SEE SHEET 2 FOR NOTES AND CERTIFICATIONS

CITY OF CHATTANOOGA DB 8195 PG 485 CFI / MAPS SOUTH PARCEL DB 8195 PG 485

CITY OF CHATTANOOGA DB 8195 PG 485 CFI / MAPS SOUTH PARCEL DB 8195 PG 485



APPROVED FOR RECORDING
 HAMILTON COUNTY GIS DEPT
 DATE: 6-2-07
 JURISDICTION AUTHORITY
 DATE: 6-17-2007
 BY: [Signature]
 CHATTANOOGA COUNTY REGIONAL
 PLANNING COMMISSION
 DATE: 06-30-2007
 BY: [Signature]

LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- CLEAN OUT
- WATER VALVE
- UNDERSINK WATER LINE
- UNDERSINK GAS LINE
- UNDERSINK SAN SEWER LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY
- LIGHT POLE
- POWER POLE
- SIGNAL POLE
- FIRE HYDRANT
- BOX ROD HOLE EXISTING
- BOX ROD NEW SET
- EXISTING CONCRETE MONUMENT
- GUY WIRE
- PARKING SIGN SET
- GAS METER
- GAS VALVE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- OVERHEAD TELEPHONE
- UNDERGROUND TELEPHONE
- TELEPHONE PERFORATED FENCE
- WATER METER
- TOP OF CUTTING
- INVERT ELEVATION
- MEAN SEA LEVEL
- CATCH BASIN
- REINFORCED CONCRETE PIPE
- CORRODED METAL PIPE
- DUCTILE IRON PIPE
- RIGHT-OF-WAY
- DEAD BOOK
- PLAT BOOK
- PIPE
- MONITOR WELL
- BOREHOLE
- FIELD MEASUREMENT
- EROD RAIL
- PROPERTY LINE
- STREET ADDRESS

FINAL PLAT

**TRACTS 19-A, 19-B, 19-C & 19-D
 ENTERPRISE SOUTH INDUSTRIAL PARK
 WEST CAMPUS**

City of Chattanooga, Hamilton County, Tennessee

Property of
City of Chattanooga / Hamilton County Government
 C/O Hamilton County Real Property Office
 Survey for: Hamilton County Real Property Office
 123 East Seventh Street
 Chattanooga, Tennessee 37402
 Phone (423)209-6444

TAX MAP 130
 PARCELS 1.01 & 1.08

Scale: 1" = 10'
 Date: 8/19/01
 Dsgn: [Blank]
 Drwn: WNH
 Ckd: TCS
 Appvd: WNH

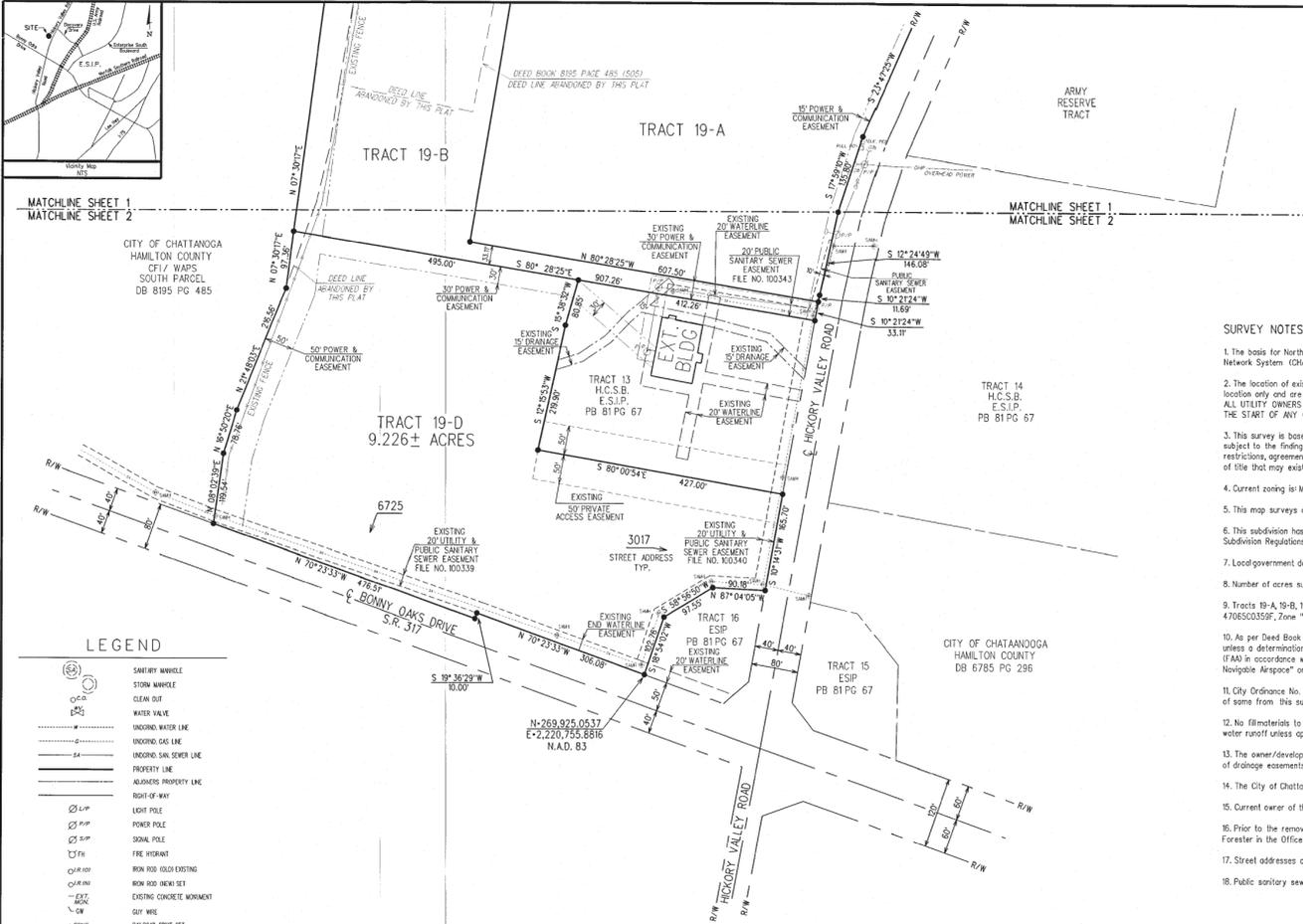
Project No.
 28352-02

BWSC
 BARBE
 WAGGONER
 BUNNER &
 GANNON, INC.
 ENGINEERS
 PLANNERS

SHEET
 1
 of 2 Sheets



SEE SHEET 2 FOR NOTES
 AND CONNECTIONS



APPROVED FOR RECORDING
 HAMILTON COUNTY GIS DEPT
 DATE: 8/19/09
 BY: [Signature]
 CHATTANOOGA COUNTY REGIONAL
 PLANNING COMMISSION
 DATE: 8/30/09
 BY: [Signature]

THESE PLAT DOES NOT
 CONSTITUTE A PROPERTY
 SURVEY

MATCHLINE SHEET 1
 MATCHLINE SHEET 2

MATCHLINE SHEET 1
 MATCHLINE SHEET 2

CITY OF CHATTANOOGA
 HAMILTON COUNTY
 CITY / WAPS
 SOUTH PARCEL
 DB 8195 PG 465

TRACT 19-D
 9.226± ACRES

TRACT 14
 H.C.S.B.
 E.S.I.P.
 PB 81 PG 67

CITY OF CHATTANOOGA
 HAMILTON COUNTY
 DB 6785 PG 296

SURVEY NOTES:

- The basis for North orientation is Tennessee State Grid, Chattanooga / Hamilton County Network System (CHAM) North American Datum 1983 (NAD 83).
- The location of existing underground utilities, whether public or private, are shown in approximate location only and are based upon the field location of the visible utility appurtenances only. CONTACT ALL UTILITY OWNERS TO VERIFY THE EXISTENCE AND EXACT LOCATIONS OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- This survey is based upon the most recent recorded deed information for the subject property and is subject to the findings of title by a Tennessee attorney-at-law related to assessments, rights-of-way, restrictions, agreements, ordinances, covenants, zoning (written and unwritten), and any other matters of title that may exist.
- Current zoning is M-1.
- This map surveys deed(s) Deed Book 6785, Page 296, & Deed Book 8195, Page 465, R.O.H.C.
- This subdivision has been developed according to the design standards of the City of Chattanooga Subdivision Regulations.
- Local government does not certify that utilities or design connections are available.
- Number of acres subdivided: 9.226± acres, more or less.
- Tracts 19-A, 19-B, 19-C & 19-D are not located in a flood hazard area as per F.E.M.A. Map Number 4706500359F, Zone "X", map dated November 7, 2002.
- As per Deed Book 6785, Page 272, R.O.H.C. any construction or alteration on the property is prohibited unless a determination of "no hazard to air navigation" is issued by the Federal Aviation Administration (FAA) in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigation: Airports" or under the authority of the Federal Aviation Act of 1958, as amended.
- City Ordinance No. 9842, entitled "Storm Water Run-off and Erosion Control" shall apply to any discharge of silt from this subdivision or property.
- No fillets are to be placed in a constructed drainage facility in such a manner as to impede storm water runoff unless approved by City Engineer.
- The owner/developer is to install all drainage structures and improved easements as shown. The maintenance of drainage easements is the responsibility of the property owner and not the City of Chattanooga.
- The City of Chattanooga is not responsible to construct or maintain private access easements.
- Current owner of the property: City of Chattanooga / Hamilton County Government.
- Prior to the removal of any trees and / or bushes located near the road right-of-way contact the City Forester in the Office of Public Works, City of Chattanooga, phone 423-757-7283.
- Street addresses as per City of Chattanooga / Hamilton County G.I.S. Department.
- Public sanitary sewer is available by gravity flow.

LEGEND

- (S) SANITARY MANHOLE
- (SM) STORM MANHOLE
- (C) CLEAN OUT
- (V) WATER VALVE
- (UW) UNDERGROUND WATER LINE
- (UG) UNDERGROUND GAS LINE
- (S) UNDERGROUND SAN SEWER LINE
- (P) PROPERTY LINE
- (A) ADJACENT PROPERTY LINE
- (R/W) RIGHT-OF-WAY
- (LP) LIGHT POLE
- (PP) POWER POLE
- (SP) SIGNAL POLE
- (FH) FIRE HYDRANT
- (R) IRON ROD (OLD EXISTING)
- (R) IRON ROD (NEW SET)
- (C) EXISTING CONCRETE MONUMENT
- (W) GUY WIRE
- (S) HALLOWAY SPIKE SET
- (M) GAS METER
- (V) GAS VALVE
- (E) UNDERGROUND ELECTRIC LINE
- (O) OVERHEAD ELECTRIC LINE
- (T) OVERHEAD TELEPHONE
- (UT) UNDERGROUND TELEPHONE
- (TELE. PED.) TELEPHONE PEDestal
- (T) TIE
- (M) WATER METER
- (C) TOP OF CASTING
- (E) INVERT ELEVATION
- (MSL) MEAN SEA LEVEL
- (CB) CATCH BASIN
- (RCP) REINFORCED CONCRETE PIPE
- (CMP) CORRUGATED METAL PIPE
- (DR) DUCTILE IRON PIPE
- (R/W) RIGHT-OF-WAY
- (DB) DEED BOOK
- (PL) PLAT BOOK
- (P) PAGE
- (MW) MONITOR WELL
- (R) RIBBON
- (M) FIELD MEASUREMENT
- (DC) DEED CALL
- (GR) GUARD RAIL
- (P) PROPERTY LINE
- (S) STREET ADDRESS

CERTIFICATE OF OWNERSHIP

I/ We, the undersigned, hereby adopt this as my / our plan of subdivision and certify that I/ We are the owners in fee simple of the property shown and that there is no other way to be dedicated.

[Signature]
 Agent of the City of Chattanooga
 Hamilton County Real Property Office
 123 East Seventh Street
 Chattanooga, Tennessee 37402
 Phone: 423-209-6444

[Signature]
 Agent of Hamilton County
 Hamilton County Real Property Office
 123 East Seventh Street
 Chattanooga, Tennessee 37402
 Phone: 423-209-6444

9/02/09
 Date

CERTIFICATION OF SURVEY

I hereby certify that I have surveyed the property shown hereon that this survey is correct to the best of my knowledge and belief and that this is a Category I Survey and that the ratio of precision of the angle survey is 1/10,000" as shown hereon.
 [Signature]
 Wilburn N. Notson
 In. Reg. No. 8528
 9-4-09
 Date



FINAL PLAT

**TRACTS 19-A, 19-B, 19-C & 19-D
 ENTERPRISE SOUTH INDUSTRIAL PARK
 WEST CAMPUS**
 City of Chattanooga, Hamilton County, Tennessee

Property of
City of Chattanooga / Hamilton County Government
 C/O Hamilton County Real Property Office
 Survey for Hamilton County Real Property Office
 123 East Seventh Street
 Chattanooga, Tennessee 37402

TAX MAP 130	Chattanooga, Tennessee 37402
PARCELS 1,01 & 1,08	Phone: 423/209-6444
Scale: 1" = 100'	Desgn: TCS
Date: 8/19/09	Drwn: WNH
	Chkd: TCS
	Appvd: WNH
	Project No. 28352-02

BWSC
 BARRE WAGGONER BLUNNER & CLANNON, INC.
 ENGINEERS PLANNERS LANDSCAPE ARCHITECTS

SHEET
 2



Hamilton County Board of Commissioners

RESOLUTION

No. 715-17

A RESOLUTION (I) TO MAKE CERTAIN FINDINGS RELATING TO THE NEW MANUFACTURING FACILITY PROJECT TO BE CONSTRUCTED, EQUIPPED AND OPERATED BY A TO-BE-FORMED SUBSIDIARY OF GESTAMP NORTH AMERICA, INC. ("GESTAMP SUBSIDIARY") IN THE ENTERPRISE SOUTH INDUSTRIAL PARK (THE "PROJECT"), AND (II) TO AUTHORIZE THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA (THE "BOARD"), THE GESTAMP SUBSIDIARY, AND THE CITY OF CHATTANOOGA, TENNESSEE WITH RESPECT TO THE PROJECT (THE "PILOT AGREEMENT")

WHEREAS, Gestamp North America, Inc. is contemplating the formation of a new subsidiary (the "Gestamp Subsidiary") for the purposes of constructing, equipping and operating a new manufacturing facility in the Enterprise South Industrial Park in Chattanooga, Hamilton County, Tennessee (the "Project"), which will require the acquisition of real property (the "Real Property") currently leased by Volkswagen Group of America Chattanooga Operations, LLC ("VW") from The Industrial Development Board of the City of Chattanooga (the "Board"); and

WHEREAS, VW has indicated its intent to release the Real Property from the lease with the Board in order for the Board to lease the Real Property to the Gestamp Subsidiary so that it can be used by the Gestamp Subsidiary for the Project; and

WHEREAS, because of the substantial public benefits to Hamilton County, Tennessee (the "County") and the City of Chattanooga, Tennessee (the "City") resulting from the Project, Gestamp has asked the Board, the Board of Commissioners of the County (the "Board of Commissioners") and the City Council to approve certain payments in lieu of ad valorem taxes with respect to the Project (the "In Lieu Payments"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, TENNESSEE, AS FOLLOWS:

RESOLVED, that we do hereby find that substantial benefits to the County economy will be derived from the Project and that the In Lieu Payments contemplated under the PILOT Agreement will be in furtherance of the Board's public purposes; and

BE IT FURTHER RESOLVED, that, having made such findings, we do hereby approve the PILOT Agreement in the form attached to this Resolution and do hereby authorize the Mayor to enter into the PILOT Agreement on behalf of the County, such PILOT Agreement to be substantially in the form attached to this Resolution, 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

July 1, 2015

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 _____, 2015, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA** (the “Board”); **GESTAMP CHATTANOOGA II, LLC** (, the “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 Company is contemplating (i) the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Land”); (ii) the construction upon the Land of a new manufacturing facility (the “Real Property Improvements”) (the Land and the Real Property Improvements shall be collectively referred to as the “Real Property”) to be owned and operated by the Company; and (iii) 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 \$39.1 million and the creation of at least 136 full-time jobs which jobs shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, Gestamp Chattanooga, LLC, a Delaware limited liability company (“Related Company”), an entity related to the Company is contemplating the construction and operation of a complementary facility on a separate site located in the Enterprise South Industrial Park (“Related Project”), which will result in an investment of at least One Hundred Forty Million Nine Hundred Thousand Dollars (\$140,900,000.00) and the creation of at least 374 full-time jobs which shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively, the “Related Project Investment, Jobs and Wage Projection”) upon terms and conditions to be set forth in that certain Agreement for Payments In Lieu of Ad Valorem Taxes of even date herewith by and among Related Company and the other parties to this Agreement, except the Company (the “Related PILOT Agreement”); and

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

WHEREAS, the Board has agreed to hold title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and (i) to lease the Real

Property to the Company pursuant to a Real Property Lease Agreement (the “Real Property Lease:”), to be entered into between the Board and the Company, and (ii) to lease the Property to the Company pursuant to a Personal Property Lease Agreement (the “Personal Property Lease”), to be entered into between the Board and the Company (the Real Property Lease and the Personal Property Lease collectively called the “Leases”); 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 Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

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

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, 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 Company and the Board have agreed that all In Lieu Payments made to the Board by the Company 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 Company written notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable

property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. 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 Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the 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 the Company a bill for appropriate amount of In Lieu Payments (the “Tax Bill”).

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

4. Amount of Payments by the Company. For the ten (10) year period covering and inclusive of years 2017 through 2026 (the “Tax Abatement Period”), the Company shall make In Lieu Payments with respect to 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 Project if it were subject to property taxes for the respective years shown:

Year	City General Fund	County General Fund	County School Fund
2017	0%	0%	100%
2018	25%	25%	100%
2019	40%	40%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%
2023	50%	50%	100%
2024	50%	50%	100%
2025	50%	50%	100%
2026	50%	50%	100%

For the avoidance of doubt, the parties intend that the Company 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 Company 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, the 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 Company, the 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 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. The 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 the 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 the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit 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 Company must meet one hundred percent (100%) of the Minimum Job Requirement and the Minimum Investment Requirement by January 1, 2020 (the "Determination Date") and during each calendar year thereafter during the Tax Abatement Period. For purposes of this Section, the "Minimum Jobs Requirement" equals

One Hundred Nine (109) full-time jobs, and the “Minimum Investment” equals \$31,280,000 (Thirty-one Million Two Hundred Eighty Thousand Dollars). In addition, the Related Company must meet one hundred percent (100%) of the “Related Project Minimum Jobs Requirement” equal to 300 full-time jobs, and the “Related Project Minimum Investment Requirement” equal to One Hundred Twelve Million Seven Hundred Twenty Thousand Dollars (\$112,720,000.00) by the Determination Date as set forth in the Related PILOT Agreement.

(b) Annual Employment Review. If (i) the Company fails to achieve the Minimum Jobs Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for such calendar year (the “Job In Lieu Payment Percentage Increase”). The “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Company or the Related Company, as applicable, bears to the Minimum Job Requirement. In no event shall the Company’s 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, 2020 = 120
Minimum Job Requirement = 109
No increase in In Lieu Payments for 2020
(Minimum Job Requirement has been exceeded)

Example 2:

Total number of full-time jobs as of January 1, 2020 = 100
Minimum Job Requirement = 109
Company’s Job Performance = 91.7%
Job In Lieu Payment Percentage Increase for 2020 = 8.3%
(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 8.3%)

(c) Annual Investment Review. If (i) the Company fails to achieve the Minimum Investment Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Investment Performance” or the “Related Company’s Investment Performance,” as applicable, for such

calendar year (the “Investment In Lieu Payment Percentage Increase”). The “Company’s Investment Performance” or the “Related Company’s Job Performance,” as applicable, for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Company or the Related Company, as applicable, through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project or the Related Company, as applicable, bears to the Minimum Investment Requirement. In no event shall the Company’s 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, 2020 = \$35,000,000
Minimum Investment Requirement = \$31,280,000
No increase in In Lieu Payments for 2020 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through January 1, 2020 = \$30,000,000
Minimum Investment Requirement = \$31,280,000
Company’s Investment Performance = 95.9%
Investment In Lieu Payment Percentage Increase for 2020 = 4.1%
(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 4.1%)

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 Company. 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 8.3% 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 4.1%. 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 Company for that payment.

(e) Credit for Related Project “Excess” Minimum Job Requirement and/or Minimum Investment Requirement. For each calendar year, prior to increasing the In Lieu Payments arising from the Company’s failure to meet the Minimum Job Requirement or the Minimum Investment Requirement, there shall be added to the Company’s job or investment figures for the same calendar year the amount, if any, by which the Related Company’s “Total number of full-time jobs as of January 1” or “Total amount of capital investment through January 1” exceed the Related Company’s Minimum Job Requirement or Minimum Investment Requirement calculated pursuant to the Related PILOT Agreement. The combined number of the Company’s and the Related Company’s “excess” full-time jobs as of January 1 shall be the number used for the purpose of determining whether the Company has met the Minimum Job Requirement for that calendar year. The same procedure shall be followed with respect to the “excess” amount above the Related Company’s Minimum Investment Requirements for the same calendar year. The purpose of this Section 6(e) shall be to treat the Project and the Related Project as a single facility for the purpose of measuring whether the combined Minimum Job Requirement and/or the combined Minimum Investment Requirement has been satisfied for each calendar year.

(f) Project Closure. In the event the Project or the Related 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 or the Related 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 2017 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 Company’s 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 2017 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 12.53% 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 Company’s 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 Company. The Company 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 Company contests 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 Company shall make such payments under protest. The Company 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 Company and the Assessor, the Treasurer or the Trustee, as the case may be, are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

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 Company and shall continue for so long as the Board holds title to any of the Property and leases such property to the Company or the Company has 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 Company's personal property leasehold interest in the Personal Property under the Leases 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 Company's real property leasehold interests in the Real Property Improvements under the Leases is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Company, including without limitation, rent under the Leases, 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 Company under the Leases would, at the present time, be considered as rent payable under the Leases for purposes of determining the Company's 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 Company 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 Company determines, 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 Company 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 Company 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 Company purchases 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	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 th Street Chattanooga, Tennessee 37402
The City:	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 th Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000, Volunteer Building Chattanooga, Tennessee 37402 Attention: Evan Allison
Company:	Gestamp North America, Inc. 2701 Troy Center Drive, Suite 150 Troy, Michigan 48084 Attn: James Barry

With a Copy to:	Gestamp Chattanooga II, LLC 3063 Hickory Valley Road Chattanooga, Tennessee 37421 Attn: Corey Jahn
With a Copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450 Attn: Louann 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 Company 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 Company's progress in achieving the Investment, Jobs and Wage Projection.

21. Stormwater Fees. The Company 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

GESTAMP CHATTANOOGA II, LLC,
a Delaware limited liability company

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

LAND

[59.87 acre parcel]

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, 2017 and January 1, 2026, together with replacements thereof and substitutions therefor, in connection with the Company’s operations on such property.

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this the ____ day of _____, 2015, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA** (the “Board”); **GESTAMP CHATTANOOGA II, LLC** (, the “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 Company is contemplating (i) the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Land”); (ii) the construction upon the Land of a new manufacturing facility (the “Real Property Improvements”) (the Land and the Real Property Improvements shall be collectively referred to as the “Real Property”) to be owned and operated by the Company; and (iii) 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 \$39.1 million and the creation of at least 136 full-time jobs which jobs shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, Gestamp Chattanooga, LLC, a Delaware limited liability company (“Related Company”), an entity related to the Company is contemplating the construction and operation of a complementary facility on a separate site located in the Enterprise South Industrial Park (“Related Project”), which will result in an investment of at least One Hundred Forty Million Nine Hundred Thousand Dollars (\$140,900,000.00) and the creation of at least 374 full-time jobs which shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively, the “Related Project Investment, Jobs and Wage Projection”) upon terms and conditions to be set forth in that certain Agreement for Payments In Lieu of Ad Valorem Taxes of even date herewith by and among Related Company and the other parties to this Agreement, except the Company (the “Related PILOT Agreement”); and

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

WHEREAS, the Board has agreed to hold title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and (i) to lease the Real

Property to the Company pursuant to a Real Property Lease Agreement (the “Real Property Lease:”), to be entered into between the Board and the Company, and (ii) to lease the Property to the Company pursuant to a Personal Property Lease Agreement (the “Personal Property Lease”), to be entered into between the Board and the Company (the Real Property Lease and the Personal Property Lease collectively called the “Leases”); 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 Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

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

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, 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 Company and the Board have agreed that all In Lieu Payments made to the Board by the Company 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 Company written notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable

property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. 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 Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the 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 the Company a bill for appropriate amount of In Lieu Payments (the “Tax Bill”).

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

4. Amount of Payments by the Company. For the ten (10) year period covering and inclusive of years 2017 through 2026 (the “Tax Abatement Period”), the Company shall make In Lieu Payments with respect to 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 Project if it were subject to property taxes for the respective years shown:

Year	City General Fund	County General Fund	County School Fund
2017	0%	0%	100%
2018	25%	25%	100%
2019	40%	40%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%
2023	50%	50%	100%
2024	50%	50%	100%
2025	50%	50%	100%
2026	50%	50%	100%

For the avoidance of doubt, the parties intend that the Company 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 Company 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, the 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 Company, the 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 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. The 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 the 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 the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit 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 Company must meet one hundred percent (100%) of the Minimum Job Requirement and the Minimum Investment Requirement by January 1, 2020 (the "Determination Date") and during each calendar year thereafter during the

Tax Abatement Period. For purposes of this Section, the “Minimum Jobs Requirement” equals One Hundred Nine (109) full-time jobs, and the “Minimum Investment” equals \$31,280,000 (Thirty-one Million Two Hundred Eighty Thousand Dollars). In addition, the Related Company must meet one hundred percent (100%) of the “Related Project Minimum Jobs Requirement” equal to 300 full-time jobs, and the “Related Project Minimum Investment Requirement” equal to One Hundred Twelve Million Seven Hundred Twenty Thousand Dollars (\$112,720,000.00) by the Determination Date as set forth in the Related PILOT Agreement.

(b) Annual Employment Review. If (i) the Company fails to achieve the Minimum Jobs Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for such calendar year (the “Job In Lieu Payment Percentage Increase”). The “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Company or the Related Company, as applicable, bears to the Minimum Job Requirement. In no event shall the Company’s 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, 2020 = 120
Minimum Job Requirement = 109
No increase in In Lieu Payments for 2020
(Minimum Job Requirement has been exceeded)

Example 2:

Total number of full-time jobs as of January 1, 2020 = 100
Minimum Job Requirement = 109
Company’s Job Performance = 91.7%
Job In Lieu Payment Percentage Increase for 2020 = 8.3%
(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 8.3%)

(c) Annual Investment Review. If (i) the Company fails to achieve the Minimum Investment Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Investment

Performance” or the “Related Company’s Investment Performance,” as applicable, for such calendar year (the “Investment In Lieu Payment Percentage Increase”). The “Company’s Investment Performance” or the “Related Company’s Job Performance,” as applicable, for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Company or the Related Company, as applicable, through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project or the Related Company, as applicable, bears to the Minimum Investment Requirement. In no event shall the Company’s 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, 2020 = \$35,000,000

Minimum Investment Requirement = \$31,280,000

No increase in In Lieu Payments for 2020 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through January 1, 2020 = \$30,000,000

Minimum Investment Requirement = \$31,280,000

Company’s Investment Performance = 95.9%

Investment In Lieu Payment Percentage Increase for 2020 = 4.1%

(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 4.1%)

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 Company. 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 8.3% 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 4.1%. 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 Company for that payment.

(e) Credit for Related Project “Excess” Minimum Job Requirement and/or Minimum Investment Requirement. For each calendar year, prior to increasing the In Lieu Payments arising from the Company’s failure to meet the Minimum Job Requirement or the Minimum Investment Requirement, there shall be added to the Company’s job or investment figures for the same calendar year the amount, if any, by which the Related Company’s “Total number of full-time jobs as of January 1” or “Total amount of capital investment through January 1” exceed the Related Company’s Minimum Job Requirement or Minimum Investment Requirement calculated pursuant to the Related PILOT Agreement. The combined number of the Company’s and the Related Company’s “excess” full-time jobs as of January 1 shall be the number used for the purpose of determining whether the Company has met the Minimum Job Requirement for that calendar year. The same procedure shall be followed with respect to the “excess” amount above the Related Company’s Minimum Investment Requirements for the same calendar year. The purpose of this Section 6(e) shall be to treat the Project and the Related Project as a single facility for the purpose of measuring whether the combined Minimum Job Requirement and/or the combined Minimum Investment Requirement has been satisfied for each calendar year.

(f) Project Closure. In the event the Project or the Related 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 or the Related 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 2017 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 Company's 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~~2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 2017 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 12.53% 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 Company's 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 Company. The Company 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 Company contests 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 Company shall make such payments under protest. The Company 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 Company and the Assessor, the Treasurer or the Trustee, as the case may be, are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

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 Company and shall continue for so long as the Board holds title to any of the Property and leases such property to the Company or the Company has 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 Company's personal property leasehold interest in the Personal Property under the Leases 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 Company's real property leasehold interests in the Real Property Improvements under the Leases is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Company, including without limitation, rent under the Leases, 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 Company under the Leases would, at the present time, be considered as rent payable under the Leases for purposes of determining the Company's 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 Company 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 Company determines, 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 Company 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 Company 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 Company purchases 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	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 th Street Chattanooga, Tennessee 37402
The City:	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 th Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000, Volunteer Building Chattanooga, Tennessee 37402 Attention: Evan Allison

Company:	Gestamp North America, Inc. 2701 Troy Center Drive, Suite 150 Troy, Michigan 48084 Attn: James Barry
With a Copy to:	Gestamp Chattanooga II, LLC 3063 Hickory Valley Road Chattanooga, Tennessee 37421 Attn: Corey Jahn
With a Copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450 Attn: Louann 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 Company 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 Company's progress in achieving the Investment, Jobs and Wage Projection.

21. Stormwater Fees. The Company 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

GESTAMP CHATTANOOGA II, LLC,
a Delaware limited liability company

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

LAND

[59.87 acre parcel]

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, 2017 and January 1, 2026, together with replacements thereof and substitutions therefor, in connection with the Company's operations on such property.

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/25/2015 2:43:47 PM
Comparison Time	0.26 seconds
compareDocs version	v3.4.12.7

Sources	
Original Document	[#737513] [v3] Agreement for Payments in Lieu of Ad Valorem Taxes (Gestamp Chattanooga II)DMS Information
Modified Document	[#737513] [v4] Agreement for Payments in Lieu of Ad Valorem Taxes (Gestamp Chattanooga II)DMS information

Comparison Statistics	
Insertions	1
Deletions	3
Changes	1
Moves	0
TOTAL CHANGES	5

Word Rendering Set Markup Options	
Name	BDBCB Standard
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthorcolor options]
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	Separate
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this the ____ day of _____, 2015, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE** (the “Board”); **GESTAMP CHATTANOOGA, LLC** (, the “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 Company is contemplating (i) the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Land”); (ii) the construction upon the Land of an expansion (the “Real Property Improvements”) (the Land and the Real Property Improvements shall be collectively referred to as the “Real Property”) to an existing manufacturing facility leased to and operated by the Company located adjacent to the Real Property on the existing real property described in Exhibit A-1 attached hereto and incorporated herein (the “Existing Property”); and (iii) 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 \$140.9 million and the creation of at least 374 full-time jobs which jobs shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, Gestamp Chattanooga II, LLC, a Delaware limited liability company (“Related Company”), an entity related to the Company is contemplating the construction and operation of a complementary facility on a separate site located in the Enterprise South Industrial Park (“Related Project”), which will result in an investment of at least Thirty-nine Million One Hundred Thousand Dollars (\$39,100,000.00) and the creation of at least 136 full-time jobs which shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively, the “Related Project Investment, Jobs and Wage Projection”) upon terms and conditions to be set forth in that certain Agreement for Payments In Lieu of Ad Valorem Taxes of even date herewith by and among Related Company and the other parties to this Agreement, except the Company (the “Related PILOT Agreement”); and

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

WHEREAS, the Board has agreed to hold title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and (i) to lease the Real Property to the Company pursuant to a Real Property Lease Agreement (the “Real Property Lease:”), to be entered into between the Board and the Company, and (ii) to lease the Property to the Company pursuant to a Personal Property Lease Agreement (the “Personal Property Lease”), to be entered into between the Board and the Company (the Real Property Lease and the Personal Property Lease collectively called the “Leases”); 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 Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

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

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, 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 Company and the Board have agreed that all In Lieu Payments made to the Board by the Company 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 Company written notice of any changes in

appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. 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 Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the 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 the Company a bill for appropriate amount of In Lieu Payments (the “Tax Bill”).

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

4. Amount of Payments by the Company. For the ten (10) year period covering and inclusive of years 2017 through 2026 (the “Tax Abatement Period”), the Company shall make In Lieu Payments with respect to 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 Project if it were subject to property taxes for the respective years shown:

Year	City General Fund	County General Fund	County School Fund
2017	0%	0%	100%
2018	25%	25%	100%
2019	40%	40%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%
2023	50%	50%	100%
2024	50%	50%	100%
2025	50%	50%	100%
2026	50%	50%	100%

For the avoidance of doubt, the parties intend that the Company 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 Company 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, the 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 Company, the 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 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. The 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 the 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 the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit 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 Company must meet one hundred percent (100%) of the Minimum Job Requirement and the Minimum Investment Requirement by January 1, 2020 (the "Determination Date") and during each calendar year thereafter during the Tax Abatement Period. For purposes of this Section, the "Minimum Jobs Requirement" equals

Three Hundred (300) full-time jobs, and the “Minimum Investment” equals \$112,720,000 (One Hundred Twelve Million Seven Hundred Twenty Thousand Dollars). In addition, the Related Company must meet one hundred percent (100%) of the “Related Project Minimum Jobs Requirement” equal to 109 full-time jobs, and the “Related Project Minimum Investment Requirement” equal to Thirty-one Million Two Hundred Eighty Thousand Dollars (\$31,280,000.00) by the Determination Date as set forth in the Related PILOT Agreement.

(b) Annual Employment Review. If (i) the Company fails to achieve the Minimum Jobs Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for such calendar year (the “Job In Lieu Payment Percentage Increase”). The “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Company or the Related Company, as applicable, bears to the Minimum Job Requirement. In no event shall the Company’s 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, 2020 = 310
Minimum Job Requirement = 300
No increase in In Lieu Payments for 2020
(Minimum Job Requirement has been exceeded)

Example 2:

Total number of full-time jobs as of January 1, 2020 = 290
Minimum Job Requirement = 300
Company’s Job Performance = 96.67%
Job In Lieu Payment Percentage Increase for 2020 = 3.33%
(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 3.33%)

(c) Annual Investment Review. If (i) the Company fails to achieve the Minimum Investment Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Investment Performance” or the “Related Company’s Investment Performance”, as applicable, for such

calendar year (the “Investment In Lieu Payment Percentage Increase”). The “Company’s Investment Performance” or the “Related Company’s Investment Performance”, as applicable, for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Company or the Related Company, as applicable, through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project or the Related Company, as applicable, bears to the Minimum Investment Requirement. In no event shall the Company’s 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, 2020 = \$120,000,000

Minimum Investment Requirement = \$112,720,000

No increase in In Lieu Payments for 2020 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through January 1, 2020 = \$100,000,000

Minimum Investment Requirement = \$112,720,000

Company’s Investment Performance = 88.7%

Investment In Lieu Payment Percentage Increase for 2020 = 11.3%

(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 11.3%)

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 Company. 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 3.33% 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 11.3%. 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 Company for that payment.

(e) Credit for Related Project “Excess” Minimum Job Requirement and/or Minimum Investment Requirement. For each calendar year, prior to increasing the In Lieu Payments arising from the Company’s failure to meet the Minimum Job Requirement or the Minimum Investment Requirement, there shall be added to the Company’s job or investment figures for the same calendar year the amount, if any, by which the Related Company’s “Total number of full-time jobs as of January 1” or “Total amount of capital investment through January 1” exceed the Related Company’s Minimum Job Requirement or Minimum Investment Requirement calculated pursuant to the Related PILOT Agreement. The combined number of the Company’s and the Related Company’s “excess” full-time jobs as of January 1 shall be the number used for the purpose of determining whether the Company has met the Minimum Job Requirement for that calendar year. The same procedure shall be followed with respect to the “excess” amount above the Related Company’s Minimum Investment Requirements for the same calendar year. The purpose of this Section 6(e) shall be to treat the Project and the Related Project as a single facility for the purpose of measuring whether the combined Minimum Job Requirement and/or the combined Minimum Investment Requirement has been satisfied for each calendar year.

(f) Project Closure. In the event the Project or the Related 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 or the Related 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 2017 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 Company’s 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 2017 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 12.53% 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 Company’s 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 Company. The Company 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 Company contests 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 Company shall make such payments under protest. The Company 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 Company and the Assessor, the Treasurer or the Trustee, as the case may be, are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

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 Company and shall continue for so long as the Board holds title to any of the Property and leases such property to the Company or the Company has 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 Company's personal property leasehold interest in the Personal Property under the Leases 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 Company's real property leasehold interests in the Real Property Improvements under the Leases is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Company, including without limitation, rent under the Leases, 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 Company under the Leases would, at the present time, be considered as rent payable under the Leases for purposes of determining the Company's 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 Company 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 Company determines, 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 Company 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 Company 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 Company purchases 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	Ross I. Schram III Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450
The City:	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 th Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000, Volunteer Building Chattanooga, Tennessee 37402 Attention: Evan Allison
Company:	Gestamp North America, Inc. 2701 Troy Center Drive, Suite 150 Troy, Michigan 48084 Attn: James Barry

With a Copy to:	Gestamp Chattanooga, LLC 3063 Hickory Valley Road Chattanooga, Tennessee 37421 Attn: Corey Jahn
With a Copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450 Attn: Louann 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 Company 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 Company's progress in achieving the Investment, Jobs and Wage Projection.

21. Stormwater Fees. The Company 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 COUNTY OF HAMILTON,
TENNESSEE**

By: _____
Secretary

By: _____
Chairman

GESTAMP CHATTANOOGA, LLC,
a Delaware limited liability company

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

LAND

[All of Tracts 19-B, as amended, 19-C, as amended, and 19-D]

EXHIBIT "A-1"
TO PILOT AGREEMENT

EXISTING PROPERTY

[Tract 19-A, as amended]

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, 2017 and January 1, 2026, together with replacements thereof and substitutions therefor, in connection with the Company’s operations on such property.

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this the ____ day of _____, 2015, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE** (the “Board”); **GESTAMP CHATTANOOGA, LLC** (, the “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 Company is contemplating (i) the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Land”); (ii) the construction upon the Land of an expansion (the “Real Property Improvements”) (the Land and the Real Property Improvements shall be collectively referred to as the “Real Property”) to an existing manufacturing facility leased to and operated by the Company located adjacent to the Real Property on the existing real property described in Exhibit A-1 attached hereto and incorporated herein (the “Existing Property”); and (iii) 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 \$140.9 million and the creation of at least 374 full-time jobs which jobs shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively the “Investment, Jobs and Wage Projection”), and has requested the Board’s assistance with the Project; and

WHEREAS, Gestamp Chattanooga II, LLC, a Delaware limited liability company (“Related Company”), an entity related to the Company is contemplating the construction and operation of a complementary facility on a separate site located in the Enterprise South Industrial Park (“Related Project”), which will result in an investment of at least Thirty-nine Million One Hundred Thousand Dollars (\$39,100,000.00) and the creation of at least 136 full-time jobs which shall have an average hourly wage (excluding benefits) equal to at least \$17.00 between January 1, 2017 and January 1, 2020 (collectively, the “Related Project Investment, Jobs and Wage Projection”) upon terms and conditions to be set forth in that certain Agreement for Payments In Lieu of Ad Valorem Taxes of even date herewith by and among Related Company and the other parties to this Agreement, except the Company (the “Related PILOT Agreement”); and

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

WHEREAS, the Board has agreed to hold title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and (i) to lease the Real Property to the Company pursuant to a Real Property Lease Agreement (the “Real Property Lease:”), to be entered into between the Board and the Company, and (ii) to lease the Property to the Company pursuant to a Personal Property Lease Agreement (the “Personal Property Lease”), to be entered into between the Board and the Company (the Real Property Lease and the Personal Property Lease collectively called the “Leases”); 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 Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

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

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, 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 Company and the Board have agreed that all In Lieu Payments made to the Board by the Company 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 Company written notice of any changes in

appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. 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 Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the 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 the Company a bill for appropriate amount of In Lieu Payments (the “Tax Bill”).

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

4. Amount of Payments by the Company. For the ten (10) year period covering and inclusive of years 2017 through 2026 (the “Tax Abatement Period”), the Company shall make In Lieu Payments with respect to 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 Project if it were subject to property taxes for the respective years shown:

Year	City General Fund	County General Fund	County School Fund
2017	0%	0%	100%
2018	25%	25%	100%
2019	40%	40%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%
2023	50%	50%	100%
2024	50%	50%	100%
2025	50%	50%	100%
2026	50%	50%	100%

For the avoidance of doubt, the parties intend that the Company 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 Company 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, the 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 Company, the 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 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. The 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 the 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 the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit 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 Company must meet one hundred percent (100%) of the Minimum Job Requirement and the Minimum Investment Requirement by January 1, 2020 (the "Determination Date") and during each calendar year thereafter during the

Tax Abatement Period. For purposes of this Section, the “Minimum Jobs Requirement” equals Three Hundred (300) full-time jobs, and the “Minimum Investment” equals \$112,720,000 (One Hundred Twelve Million Seven Hundred Twenty Thousand Dollars). In addition, the Related Company must meet one hundred percent (100%) of the “Related Project Minimum Jobs Requirement” equal to 109 full-time jobs, and the “Related Project Minimum Investment Requirement” equal to Thirty-one Million Two Hundred Eighty Thousand Dollars (\$31,280,000.00) by the Determination Date as set forth in the Related PILOT Agreement.

(b) Annual Employment Review. If (i) the Company fails to achieve the Minimum Jobs Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for such calendar year (the “Job In Lieu Payment Percentage Increase”). The “Company’s Job Performance” or the “Related Company’s Job Performance,” as applicable, for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Company or the Related Company, as applicable, bears to the Minimum Job Requirement. In no event shall the Company’s 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, 2020 = 310
Minimum Job Requirement = 300
No increase in In Lieu Payments for 2020
(Minimum Job Requirement has been exceeded)

Example 2:

Total number of full-time jobs as of January 1, 2020 = 290
Minimum Job Requirement = 300
Company’s Job Performance = 96.67%
Job In Lieu Payment Percentage Increase for 2020 = 3.33%
(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 3.33%)

(c) Annual Investment Review. If (i) the Company fails to achieve the Minimum Investment Requirement or (ii) the Related Company fails to achieve the Related Project 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 and to the Related Project for the same calendar year in which such failure occurs by a percentage equal to 100% less the “Company’s Investment

Performance” or the “Related Company’s Investment Performance”, as applicable, for such calendar year (the “Investment In Lieu Payment Percentage Increase”). The “Company’s Investment Performance” or the “Related Company’s Investment Performance”, as applicable, for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Company or the Related Company, as applicable, through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project or the Related Company, as applicable, bears to the Minimum Investment Requirement. In no event shall the Company’s 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, 2020 = \$120,000,000

Minimum Investment Requirement = \$112,720,000

No increase in In Lieu Payments for 2020 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through January 1, 2020 = \$100,000,000

Minimum Investment Requirement = \$112,720,000

Company’s Investment Performance = 88.7%

Investment In Lieu Payment Percentage Increase for 2020 = 11.3%

(In Lieu Payment Percentages for 2020 for City General Fund and County General Fund may each be increased by 11.3%)

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 Company. 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 3.33% 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 11.3%. 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 Company for that payment.

(e) Credit for Related Project “Excess” Minimum Job Requirement and/or Minimum Investment Requirement. For each calendar year, prior to increasing the In Lieu Payments arising from the Company’s failure to meet the Minimum Job Requirement or the Minimum Investment Requirement, there shall be added to the Company’s job or investment figures for the same calendar year the amount, if any, by which the Related Company’s “Total number of full-time jobs as of January 1” or “Total amount of capital investment through January 1” exceed the Related Company’s Minimum Job Requirement or Minimum Investment Requirement calculated pursuant to the Related PILOT Agreement. The combined number of the Company’s and the Related Company’s “excess” full-time jobs as of January 1 shall be the number used for the purpose of determining whether the Company has met the Minimum Job Requirement for that calendar year. The same procedure shall be followed with respect to the “excess” amount above the Related Company’s Minimum Investment Requirements for the same calendar year. The purpose of this Section 6(e) shall be to treat the Project and the Related Project as a single facility for the purpose of measuring whether the combined Minimum Job Requirement and/or the combined Minimum Investment Requirement has been satisfied for each calendar year.

(f) Project Closure. In the event the Project or the Related 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 or the Related 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 2017 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 Company's 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~~2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 2017 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 12.53% 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 Company's 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 2017, this Economic Development Payment will be paid for each year that the Property is owned by the Board through and including 2026 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 Company shall pay 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 Company. The Company 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 Company contests 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 Company shall make such payments under protest. The Company 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 Company and the Assessor, the Treasurer or the Trustee, as the case may be, are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

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 Company and shall continue for so long as the Board holds title to any of the Property and leases such property to the Company or the Company has 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 Company's personal property leasehold interest in the Personal Property under the Leases 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 Company's real property leasehold interests in the Real Property Improvements under the Leases is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Company, including without limitation, rent under the Leases, 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 Company under the Leases would, at the present time, be considered as rent payable under the Leases for purposes of determining the Company's 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 Company 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 Company determines, 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 Company 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 Company 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 Company purchases 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	Ross I. Schram III Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450
The City:	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 th Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
With a Copy to:	Miller & Martin PLLC 832 Georgia Avenue Suite 1000, Volunteer Building Chattanooga, Tennessee 37402 Attention: Evan Allison

Company:	Gestamp North America, Inc. 2701 Troy Center Drive, Suite 150 Troy, Michigan 48084 Attn: James Barry
With a Copy to:	Gestamp Chattanooga, LLC 3063 Hickory Valley Road Chattanooga, Tennessee 37421 Attn: Corey Jahn
With a Copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450 Attn: Louann 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 Company 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 Company's progress in achieving the Investment, Jobs and Wage Projection.

21. Stormwater Fees. The Company 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 COUNTY OF HAMILTON,
TENNESSEE**

By: _____
Secretary

By: _____
Chairman

GESTAMP CHATTANOOGA, LLC,
a Delaware limited liability company

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

LAND

[All of Tracts 19-B, as amended, 19-C, as amended, and 19-D]

EXHIBIT "A-1"
TO PILOT AGREEMENT

EXISTING PROPERTY

[Tract 19-A, as amended]

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, 2017 and January 1, 2026, together with replacements thereof and substitutions therefor, in connection with the Company’s operations on such property.

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/25/2015 2:42:27 PM
Comparison Time	1.19 seconds
compareDocs version	v3.4.12.7

Sources	
Original Document	[#737488] [v3] Agreement for Payments in Lieu of Ad Valorem Taxes (Gestamp Chattanooga)DMS Information
Modified Document	[#737488] [v4] Agreement for Payments in Lieu of Ad Valorem Taxes (Gestamp Chattanooga)DMS information

Comparison Statistics	
Insertions	1
Deletions	3
Changes	1
Moves	0
TOTAL CHANGES	5

Word Rendering Set Markup Options	
Name	BDBCB Standard
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthorcolor options]
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	Separate
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False