

Hamilton County Board of County Commissioners

AGENDA

May 14, 2025

ROLL CALL

INVOCATION - **Commissioner Shipley**

PLEDGE TO THE FLAG - **Commissioner Shipley**

- Minutes Recessed Meeting - April 30, 2025
- Minutes Agenda Session - April 30, 2025
- Minutes Regular Meeting - May 7, 2025
- Report Procurement PO's Report \$25-50K April 2025
- Res. No. 525-19 A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, and the oath of Deputy Sheriff.
- Res. No. 525-20 A Resolution to reappoint three (3) members to the Hamilton County Employee Appeals Board for a two (2) year term beginning May 21, 2025 and ending May 21, 2027.
- Res. No. 525-21 A Resolution confirming the joint appointment by the County Mayor and the Mayor of the City of Chattanooga of Cole Webster to the Sports Authority of the County of Hamilton and the City of Chattanooga to fill the unexpired term of Randy Smith, with said term ending August 9, 2026.
- Res. No. 525-22 A Resolution amending Resolution No. 225-5 which authorized the granting of 4 parcels of Real Property formerly belonging to Hamilton County Government to Room In The Inn by correcting the wrong map and parcel number affixed thereto.
- Res. No. 525-23 A Resolution making an appropriation to Hixson High School in the amount of two thousand dollars (\$2,000.00) from General Fund travel discretionary monies, as allotted to District Three.
- Res. No. 525-24 A Resolution making an appropriation to Sale Creek High School in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District One.
- Res. No. 525-25 A Resolution to commit \$5,800,000 from the Unassigned Fund Balance of the General Fund to be used specifically for the purpose of Capital Improvements to County roads
- Res. No. 525-26 A Resolution confirming the County Mayor's appointment of Janie Parks Varnell as Hamilton County Attorney, effective July 1, 2025.
- Res. No. 525-27 A Resolution authorizing the County Mayor to sign a continuation contract between the Tennessee Department of Health and Hamilton County Health Department, for fiscal year April 1, 2025 - March 31, 2026, in an amount not to exceed \$150,800.00 to provide Medical Case Management to people infected with HIV/AIDS in accordance with the Department of Health's Ryan White part B Medical Case Management Program.
- Res. No. 525-28 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Hamilton County Health Department to sign an amended contract with the Tennessee Department of Health in the amount of \$660,723.00 to provide sexually transmitted infection education, prevention and control services in Hamilton County, for a time period of January 1, 2023 through December 31, 2026.
- Res. No. 525-29 A Resolution authorizing the County Mayor to execute a continuing contract between the Tennessee Department of Health and Hamilton County Tennessee, the Health Services Division, operating as the Hamilton County Health Department, to build local capacity to improve public health response to the substance misuse epidemic in Hamilton county, Tennessee using funds from the state of Tennessee, Department of Health in the amount not to exceed \$175,900.00 for the period beginning September 1, 2025, ending August 31, 2026.
- Res. No. 525-30 A Resolution to approve the expenditure of funds in the amount \$35,000 to Hamilton County Schools to assist with the new lighting project for the new tennis courts at Shackelford Ridge Park.

- Res. No. 525-31 A Resolution accepting the bids of Adman Electric, Inc., Allied Electrical, Inc., Mountain City Electric, Inc., NABCO Electric Company, Inc., and Tri-State Electrical Contractors for one (1) year contract unit pricing, with the option to renew for three (3) additional one (1) year terms, beginning June 15, 2025 through June 14, 2026, for electrical services for Facilities Maintenance and various County Departments as needed and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 525-32 A Resolution accepting the bids of CertaPro Painters, Reed Const/Painting, and William T Payne DBA Tim Payne Painting for one (1) year contract unit pricing, with the option to renew for three (3) additional one (1) year terms, beginning July 1, 2025 through June 30, 2026, for painting services for Facilities Maintenance and various County Departments as needed and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 525-33 A Resolution accepting the bids of Lee Company and Mountain City Service for one (1) year contract unit pricing, with the option to renew for three (3) additional one (1) year terms, beginning June 15, 2025 through June 14, 2026, for plumbing services for Facilities Maintenance and various County Departments as needed and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 525-34 A Resolution approving the purchase of one (1) Bobcat Compact Track Loader from Bobcat of Chattanooga from the Sourcewell Purchasing Cooperative amounting to \$69,532.81 for the Parks and Recreation Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 525-35 A Resolution Granting a Special Permit for a Restaurant for part of a Property Located at 320 West Hill Road.
- Res. No. 525-36 A Resolution Granting a Special Permit for a Travel Trailer Camp for part of a Property Located at 320 West Hill Road.
- Res. No. 525-37 A Resolution to Rezone from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for Property Located at 7015 Mountain View Road.
- Res. No. 525-38 A Resolution to Rezone from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for Property Located at 7105 Mountain View Road.
- Res. No. 525-39A A Resolution to Rezone from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business District for Property Located at 929 Horne Road.
- Res. No. 525-39B A Resolution to Rezone from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business District with Conditions for Property Located at 929 Horne Road.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
APRIL 30, 2025**

Commissioner Shipley invited Attorney Taylor to offer the invocation.

Commissioner Shipley led in the pledge to the flag.

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

PRESENTATION – SODDY DAISY WRESTLING TEAM

Commissioner Shipley stated the Soddy Daisy wrestling team is back in front of the commission for the second year in a row, having won the state championship. He asked District 1 School Board Member Steve Slater, Soddy Daisy High School principal Angie Cass, and coaches to join him at the podium. He asked County Clerk Deputy Jennifer Smith to read the Certificate of Congratulations into the record. A copy has been filed with the Clerk's Office.

Commissioner Shipley recognized Steve Henry in the audience and asked him to join him at the podium. He stated Mr. Henry brought Soddy Daisy Wrestling to the top 30 years ago. He noted he is still part of the program to this day and is always there to help in any way he can. He stated he is very appreciated in Soddy Daisy and thanked him for everything he does in the community. A round of applause was given.

Soddy Daisy High School Principal Angie Cass thanked Commissioner Shipley, Mayor Wamp, and District 1 School Board Member Steve Slater for all the support they give Soddy Daisy High School. She welcomed parents, family, and the amazing wrestling team to the commission to be honored. She introduced the Athletic Director, Jared Hensley, Coach Shane Turner, and Coach Ulric Winesburgh. She stated these

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

three men have been instrumental in leading the wrestling team and wrestling community of parents to repeat state championships in traditional and duals.

Sequoyah High School Principal Amy Myhan stated it has been a privilege to work with Soddy Daisy High School, Principal Cass, and Mr. Hensley as a TSSAA partner. She noted Soddy Daisy High School has two All-American Wrestlers on the team this year. She presented Johnathan Davis and Luke Myhan with certificates.

Mayor Wamp congratulated the wrestlers on participating in a tradition in Soddy Daisy, Tennessee. He noted this team has set the pace for wrestling in Hamilton County and expressed his utter pride in everyone on the team.

Commissioner Shipley recognized the Commission for paving the Soddy Daisy High School parking lot, which the county paid for, along with the team's championship rings.

At this time, students, coaches, and Principal Cass shook hands with Commissioners, and a round of applause was given.

Mayor Wamp introduced Paris Vannette, the new Communications Director for the Mayor's Office. He stated the Director of Operations, Jennifer Pukenas, left the

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

county a couple of months ago after an incredible run. He noted after many discussions on how to shift things to serve the needs of the county and the community, they started looking for a Communications Director. He stated that she is incredibly qualified and a dynamic professional who will work well with this body and represent the county with dignity and professionalism.

Ms. Vannette thanked Mayor Wamp for this opportunity and stated she is honored to be stepping into this role. She noted she is ready to serve respectfully, transparently, and collaboratively. She stated she is an open book and is excited to work with everyone.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

COMMITTEE ASSIGNMENTS

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

- An Order of Designation to the Planning Commission for FYs 2025-2026 would be submitted as a matter of record.
- An Order of Re-appointment to the Union Fork-Bakewell Utility District Board of Commissioners would be submitted as a matter of record.
- The Trustee's Monthly and Excess Fee Reports for March 2025 would be submitted for the record.
- Resolution No. 525-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 525-15 and 525-16 were assigned to the Delinquent Tax Property Committee, chaired by Commissioner Mackey.
- Resolution Nos. 525-9 through 525-11 and 525-13, 525-14 and 524-17 were assigned to the Finance Committee, chaired by Commissioner Smith.
- Resolution Nos. 525-2 through 525-8 and 525-12 were heard by a Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-2

This resolution confirms T.W. Francescon's appointment as chairman of the Hamilton County Employee Appeals Board for the term ending March 15, 2027.

There were no questions from the Commissioners or the audience.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-3

This resolution confirms Casey Smith's appointment to the Hamilton County Board of Electrical Examiners for a term ending March 1, 2027.

There were no questions from the Commissioners or the audience.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-4

This resolution confirms the appointment of Rose E. Decosimo to the Hamilton County Audit Committee for a three-year term beginning June 26, 2025, and ending June 26, 2028.

There were no questions from the Commissioners or the audience.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-5

Commissioner Baker spoke regarding this item, which appropriates \$2,500.00 to the Mountain Education Foundation from General Fund travel discretionary monies, as allotted to District Two. He stated the funds would help students with Boys State and Girls State.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

There were no questions from the Commissioners or the audience.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-6

Commissioner Baker spoke regarding this item, which appropriates \$5,000.00 to the Mountain Education Foundation from General Fund travel discretionary monies, as allotted to District Two. He stated the funds would help with the new tennis courts.

There were no questions from the Commissioners or the audience.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-7

Commissioner Baker spoke regarding this item, which appropriates \$2,640.00 to the Walden's Ridge Emergency Services from General Fund travel discretionary monies, as allotted to District Two. He stated the funds will help with the replacement of hoses.

There were no questions from the Commissioners or the audience.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-8

This resolution authorizes the payment of \$140,000.00 to Curt Dearing and Attorneys, Mikel & Hamill, PLLC, for full and final settlement of any and all claims arising from his employment with the Hamilton County Health Department.

There were no questions from the Commissioners or the audience.

Chairman Eversole stated Resolution No. 525-12 would be moved to the Committee of the Whole. There were no objections.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 525-12

Judge Boyd Patterson spoke regarding this item, authorizing the County Mayor to accept a donation from Walden Security, Ronnie Barnes, and Steve Holmes to the Hamilton County Veterans Treatment Court for \$2,200.00 to purchase 300 challenge coins and to amend the Office of Economic and Community Development's FY25 Revenue and Expenditures Budget accordingly. He stated this is an example of how this community supports veterans in need. He noted the challenge coins are used throughout the military and law enforcement to build camaraderie and to show that

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

someone has accomplished something significant. He stated former Sheriff Jim Hammond raised money from some of the donors.

Judge Gary Starnes expressed his satisfaction with the Veterans Treatment Court and thanked the Commission for their support.

Jim Hammond stated it was a special privilege to participate in this program assisting veterans. He noted without hesitation that he joined in to help honor those who graduate as veterans through this program in honor of their service and willingness. He acknowledged Ronnie Barnes, Mike Walden, and Steve Holmes for their donations.

Commissioner Sharpe and Chairman Eversole thanked Mr. Hammond, Judge Starnes, and Judge Boyd for bringing this to the commission. Commissioner Sharpe noted he was very excited and appreciated everything they do for our veterans.

Commissioner Highlander stated he will be supporting this resolution. He noted he hopes this will be an encouragement to the veterans.

In response to Commissioner Baker's question, Judge Starnes stated challenge coins originated 30 years ago in the first Veterans Treatment Court in Buffalo, NY. He

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

noted they are used nationwide and differ in every county and city. He stated the challenge coins they will have will be specific to Hamilton County.

In response to Commissioner Beck, Director of Economic and Community Development Alexa LeBoeuf stated they are working on finding a company to produce high-quality coins while following all proper protocol and rules.

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

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

ANNOUNCEMENTS

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Baker spoke about an Audit Meeting that took place a couple of weeks ago. He noted during the meeting that he learned the correct protocol when a

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

commissioner appropriates money. The money has to come from the Finance Office and go directly to the organization to which the funds have been appropriated. He stated that a commissioner cannot deliver the funds as the middleman.

Commissioner Smith announced the Finance Committee will begin Budget Hearings for supporting agencies on May 7, 2025, and May 14, 2025. He noted once a schedule has been confirmed, he will send it out.

Commissioner Sharpe wished his father, Korean War Veteran, Frederick Sharpe, a Happy 92nd Birthday, his mother, Katrinka Sharpe, a happy birthday, and both parents a Happy 63rd Wedding Anniversary. He expressed his appreciation to them and their contributions to our communities.

Commissioner Highlander recognized Jeanette Omarkhail, the Hamilton County Education Association president, in the audience and wished her a happy birthday. He also thanked the young men from the East Ridge, Hwy 58, and Tri-Community Fire Departments who completed the fire training program. He stated these individuals provide good servant leadership, and he appreciates everything they do for the community.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

Commissioner Graham recognized District 11 School Board Member Jill Black in the audience and wished Commissioner Sharpe's parents a happy birthday and anniversary.

Chairman Eversole stated Commissioner Graham is the chair of the Legal and Legislative Committee and asked him to assemble his team to create a Memorandum of Understanding that can be submitted to the chair for review. He stated during the next 60 days, they will be transitioning the County Attorney's Office and would like the memorandum to include preservation and cadence of how that office will be transitioning. He noted it should also include all electronic files and paper files.

Chairman Eversole announced there will be no Commission Meeting on May 21, 2025, due to commissioners attending a legislative conference. He stated they will have an Agenda Preparation Session and Regular Meeting together on May 14, 2025.

Commissioner Mackey stated that children do very well when they have strong parents. He spoke about Mayor Wamp and Commissioner Sharpe and the strong leadership and character they instill in their families.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

DELEGATIONS

Chairman Eversole asked for delegations on matters other than zoning.

Freddie Brooks, residing in Hamilton County, spoke about how mentoring has been a considerable part of his life. He stated he started a program to mentor kids during school breaks. He noted they will do a week-long retreat at Booker T. Washington State Park, where the students will stay overnight for six nights. He stated that different presenters will be present to present team building, conflict resolution, and communication skills. He noted that he does this program to keep kids safe during school breaks. He asked commissioners to identify kids in their districts whom he can use to help make the program more successful and build a solid foundation. A copy of his packet has been filed with the clerk's office.

Monty Bell, a homeless journalist for the Grey Haired Foxx, stated he resides at 727 East 11th Street. He spoke about an individual practicing law without a license, and an open record request he has not received.

Jeanette Omarkhail, residing at 6731 Flagstone Drive, stated she was at the commission meeting celebrating her 65th birthday by advocating for Hamilton County Schools. She noted the budget process with the school system starts and stops with

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

the commission. She spoke about a lot of drama around funding our public schools. She stated that our students need stability to succeed. She noted that reducing the budget means reducing the investments in our children and decreasing their stability. She noted that everyone needs to find the best solution for the future and a long-range funding plan, since it is the most significant part of the county budget. She also spoke about increasing the percentage of sales tax allocated to education beyond the 50% required by law, asking the City of Chattanooga to do the same, or think about a referendum to cover the funds the Department of Education needs to run schools for our children properly. A round of applause was given.

Kathy Lennon, residing at 401 Crisman Street, congratulated the Soddy Daisy Wrestling team on winning the 2025 TSSAA Dual State Championship and the 2025 TSSAA Traditional State Championship. She stated Soddy Daisy High School has a strong administration, a strong coaching staff, and community support. She noted that every school in Hamilton County should have that to thrive. She stated funding the schools is instrumental in ensuring all students have the necessary resources. She asked the commission to support all programs offered to our students in Hamilton County because they are counting on them. A round of applause was given.

Audrey Ramsey, residing in county district 8 and city district 4, spoke about the city government promoting the building of stronger communities. She stated a strong

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

community depends on the public school system, and a strong, educated community will attract employers. She questioned whether the resources or funding are being equally distributed across the entire school board and the cost of deporting undocumented students. A round of applause was given.

Amy Packer, residing at 1007 Dartmouth Street, spoke about being a tutor at our local schools and how impressed she was with the level of professionalism and commitment to the students and families. She stated she feels very comfortable with her children in public schools. She noted that if the commission can fully fund schools and show a clear plan to continue to fund them, they will be able to attract more business and investment in Chattanooga. A round of applause was given.

Blake Wright, residing at 313 Westside Drive, expressed her concern about the school board setting a budget and the commission approving the funds. She stated she is concerned about where the funds go since the school board can use them however it wants. She noted it is a flawed system that needs to be discussed in order to rearrange funds appropriately. A round of applause was given.

Commissioner Sharpe stated the inability to address public schools in Hamilton County holistically has created silos around the community. He noted if there were uniform budgeting across the state, it would be a lot easier to examine. He expressed

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

frustration with not providing teacher step raises, which was agreed on in a contract signed with the county. He stated any cut to the school system is a cut in services. A round of applause was given.

Chairman Eversole stated there is not a single person on the dais who does not have a genuine care for the teachers and students and fully understands what this budget looks like this year. He noted there are some tough decisions to be made as a body. He stated not only are we funding education, but the county is also funding a health department, Sheriff's Office, and the entire government body.

Commissioner Graham stated a voter referendum should be held for voters to decide on increasing the sales tax. He noted the citizens of Hamilton County can come to the voting booth and say how they want to fund our schools.

Commissioner Sharpe stated he has been working on a resolution and would like Commissioner Graham to join him in putting one together.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
APRIL 30, 2025**

There being no further business, Chairman Eversole adjourned the meeting to
Wednesday, May 7th, at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) May 7, 2025

BE IT REMEMBERED that on this 7th day of May 2025, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present and presiding was the Honorable Jeff Eversole, Chairman. County Clerk Bill Knowles called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Lee Helton, Commissioner Steve Highlander, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Geneo Shipley, and Chairman Jeff Eversole. Commissioner Ken Smith was absent. Total present – 10. Total absent -1.

Also in attendance were members of County Mayor Weston Wamp's administrative staff, County Attorney Rheubin Taylor, and County Auditor Chris McCollough.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

Commissioner Shipley introduced Ed Alexander, Stanley Heights Baptist Church, to offer the invocation. Commissioner Shipley led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Highlander, seconded by Commissioner Baker, that the minutes of the Recessed Meeting of April 9, 2025, the Agenda Preparation Session of April 9, 2025, and the Regular Meeting of April 16, 2025, be approved, treated the same as read, made a matter of record, and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

ORDER OF DESIGNATION

An Order of Designation was recorded, designating Nathan Janeway or Todd Leamon to sit as the County Mayor’s representative on the Chattanooga Hamilton County Regional Planning Commission meetings for FY25 and FY26.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

ORDER OF REAPPOINTMENT

County Mayor Wamp submitted for the record an order appointing Sean Sims to the Union Fork-Bakewell Utility Board of Commissioners for a term beginning May 7, 2025, and ending May 6, 2029.

Chairman Eversole stated, without objection, he would like to add *Resolution No. 525-18* to the agenda as a late item. There was no objection.

Commissioner Sharpe stated several weeks ago, Commissioner Mackey initiated the recognition of the University of Tennessee at Chattanooga (UTC) Mocs Men's Basketball Team for their historic 2025 National Invitation Tournament (NIT) Championship and acknowledged Coach Dan Earl for his outstanding leadership of the Mocs basketball team. He asked Deputy County Clerk Jennifer Smith to read *Resolution No. 525-18* in its entirety.

LATE ITEM

RESOLUTION NO. 525-18 A RESOLUTION RECOGNIZING THE UNIVERSITY OF TENNESSEE AT CHATTANOOGA'S OUTSTANDING ACCOMPLISHMENT IN BEING THE NATIONAL INVITATION TOURNAMENT ("NIT") BASKETBALL CHAMPIONS FOR 2025; AND ACKNOWLEDGING COACH DAN EARL FOR HIS OUTSTANDING LEADERSHIP OF SAID TEAM.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

ON MOTION of Commissioner Baker, seconded by Commissioner Highlander, to adopt Resolution No. 525-18.

Commissioner Sharped thanked Coach Earl, his coaching staff, players, and Moc fans who followed the team around this season. He stated the men's basketball team had 29 wins this season, which ties them for first for the most wins in program history. He noted they claimed the Southern Conference regular season title with a 15-3 conference record. They finished 29-9 overall and ranked 25th in the NCAA Division 1. He stated the University of Tennessee Chattanooga men's basketball team became the biggest underdog to win the NIT title and the first ever unseeded team to win since its 32-team format returned in 2007. He stated Coach Earl was the 2025 Southern Conference Coach of the year, voted upon by fellow league coaches.

Coach Earl thanked the commission and community for their support throughout the season. He stated his team is comprised of wonderful, high-character young men who play unselfishly in this new world of the transfer portal and NIL. He noted he is very appreciative of his players.

Commissioner Mackey thanked Coach Earl and Assistant Coach Treakle for everything they do for their players. He stated he knows they are invoking character traits, hard work, and honesty in all of them. He noted he hopes other fine men will be attracted to our university and city.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

Commissioner Highlander stated he was very impressed with two players on the team who spoke at an area Fellowship of Christian Athletes banquet. He noted they were moving with their character, dedication, and to God. He stated he believes the character development helped with their winning percentage and has made them better men.

Chairman Eversole congratulated Coach Earl on his leadership and program-building efforts. He stated his dedication, and what he has done to build and rebuild shows his talents and those of his coaching staff.

There were no questions from the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," and Chairman Eversole, "Aye." Commissioner Smith was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

RESOLUTION NO. 525-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE OATH OF DEPUTY SHERIFF, AND TO FILE THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT.

ON MOTION of Commissioner Graham, seconded by Commissioner Highlander, to adopt Resolution No. 525-1.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

RESOLUTION NO. 525-2 A RESOLUTION TO CONFIRM, NUNC PRO TUNC, THE REAPPOINTMENT BY THE COUNTY MAYOR OF T. W. FRANCESCON AS THE CHAIRMAN OF THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR A TERM ENDING MARCH 15, 2027.

ON MOTION of Commissioner Beck, seconded by Commissioner Highlander, to adopt Resolution No. 525-2.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

**RESOLUTION NO. 525-3 A RESOLUTION CONFIRMING THE APPOINTMENT OF
CASEY SMITH TO THE HAMILTON COUNTY BOARD OF ELECTRICAL
EXAMINERS FOR A TERM ENDING MARCH 1, 2027.**

ON MOTION of Commissioner Helton, seconded by Commissioner Shipley, to adopt Resolution No. 525-3.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

RESOLUTION NO. 525-4 A RESOLUTION TO APPOINT ROSE E. DECOSIMO TO THE HAMILTON COUNTY AUDIT COMMITTEE FOR A THREE-YEAR (3) TERM BEGINNING JUNE 26, 2025, AND ENDING JUNE 26, 2028.

ON MOTION of Commissioner Graham, seconded by Commissioner Baker, to adopt Resolution No. 525-4.

In response to Commissioner Mackey's question, Commissioner Baker stated they are meeting quarterly and working closely with Chris Glad. He noted they have staggered terms and are still in good standing.

In response to Commissioner Sharpe's question, Commissioner Baker stated when commissioners appropriate travel discretionary monies, the funds will now come straight from the Finance Department to the organization receiving them. Commissioners will no longer be able to take the funds to organizations themselves.

There were no questions from the audience.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

Without objection, Chairman Eversole asked for Resolution Nos. 525-5 through 525-7 to be read together.

RESOLUTION NO. 525-5 A RESOLUTION MAKING AN APPROPRIATION TO THE MOUNTAIN EDUCATION FOUNDATION IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO.

RESOLUTION NO. 525-6 A RESOLUTION MAKING AN APPROPRIATION TO THE MOUNTAIN EDUCATION FOUNDATION IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

RESOLUTION NO. 525-7 A RESOLUTION MAKING AN APPROPRIATION TO THE WALDEN'S RIDGE EMERGENCY SERVICES IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED FORTY DOLLARS (\$2,640.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO.

ON MOTION of Commissioner Mackey, seconded by Commissioner Highlander, to adopt Resolution Nos. 525-5 through 525-7.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," and Chairman Eversole, "Aye." Commissioner Smith was absent. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

RESOLUTION NO. 525-8 A RESOLUTION TO AUTHORIZE PAYMENT OF ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000) TO CURT DEARING AND ATTORNEYS, MIKEL & HAMILL, PLLC, FOR FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS ARISING FROM HIS EMPLOYMENT WITH THE HAMILTON COUNTY HEALTH DEPARTMENT.

ON MOTION of Commissioner Graham, seconded by Commissioner Baker, to adopt Resolution No. 525-8.

Commissioner Graham stated that all the resolutions were discussed during last week's Agenda Preparation Session and are now being voted on. He noted several constituents who had never attended a meeting were in the audience and wanted them to understand the process.

There were no questions from the audience.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

RESOLUTION NO. 525-12 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A DONATION FROM WALDEN SECURITY, RONNIE BARNES, AND STEVE HOLMES TO THE HAMILTON COUNTY VETERAN'S TREATMENT COURT IN THE AMOUNT OF \$2,200 TO PURCHASE 300 CHALLENGE COINS AND TO AMEND THE OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT'S FY25 REVENUE AND EXPENDITURE BUDGET ACCORDINGLY.

ON MOTION of Commissioner Graham, seconded by Commissioner Sharpe, to adopt Resolution No. 525-12.

There were no questions from the Commissioners or the audience.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

RESOLUTION NO. 525-9 A RESOLUTION ACCEPTING THE BID OF ROBERT ROBERTS, LLC FOR THE JUVENILE COURT ADDITION PROJECT AMOUNTING TO \$2,152,964.00, FOR HAMILTON COUNTY JUVENILE COURT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Baker, Member of the Finance Committee, provided details regarding Resolution No. 525-9 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 525-9.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

RESOLUTION NO. 525-10 A RESOLUTION APPROVING A SOFTWARE SUPPORT AND MAINTENANCE CONTRACT FROM ESRI, INC., FOR ONE (1) YEAR, BEGINNING JUNE 9, 2025, THROUGH JUNE 8, 2026, FOR THE GEOSPATIAL TECHNOLOGY DEPARTMENT AMOUNTING TO \$116,025.00, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Baker, Member of the Finance Committee, provided details regarding Resolution No. 525-10 and stated the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 525-10.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

RESOLUTION NO. 525-11 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A GRANT AGREEMENT WITH A TERM BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, IN THE AMOUNT OF \$201,000 WITH THE TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES.

Commissioner Baker, Member of the Finance Committee, provided details regarding Resolution No. 525-11 and stated the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

ON MOTION of Commissioner Graham, seconded by Commissioner Shipley, to adopt Resolution No. 525-11.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

RESOLUTION NO. 525-13 A RESOLUTION AUTHORIZING THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY TO APPLY FOR AND ACCEPT IF AWARDED A 2025 NORFOLK SOUTHERN RAILROAD SAFETY FIRST GRANT IN THE AMOUNT OF \$15,000.00 (FIFTEEN THOUSAND DOLLARS).

Commissioner Baker, Member of the Finance Committee, provided details regarding Resolution No. 525-13 and stated the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 525-13.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

RESOLUTION NO. 525-14 A RESOLUTION TO PROVIDE FUNDING TO NORTH WEST UTILITY DISTRICT, BAKEWELL UTILITY DISTRICT, AND HIXSON UTILITY DISTRICT FOR FIRE HYDRANT INSTALLATION AND MAINTENANCE AMOUNTING TO A TOTAL OF \$125,000.00 FROM THE OFFICE OF EMERGENCY MANAGEMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

Commissioner Baker, Member of the Finance Committee, provided details regarding Resolution No. 525-14 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Helton, seconded by Commissioner Shipley, to adopt Resolution No. 525-14.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

**RESOLUTION NO. 525-17 A RESOLUTION AUTHORIZING THE SOUTHEAST
TENNESSEE DEVELOPMENT DISTRICT TO APPLY FOR A GRANT
ADMINISTERED BY THE TENNESSEE DEPARTMENT OF ECONOMIC AND
COMMUNITY DEVELOPMENT FOR FUNDS FROM THE UNITED STATES**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR DISASTER
RELIEF RELATED TO THE 2020 EASTER TORNADOES.**

Commissioner Baker, Member of the Finance Committee, provided details regarding Resolution No. 525-17 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Highlander, to adopt Resolution No. 525-17.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

Without objection, Commissioner Mackey asked for Resolution Nos. 525-15 and 525-16 to be read together.

RESOLUTION NO. 525-15 A RESOLUTION ACCEPTING THE HIGHEST AND BEST BID FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY HAMILTON COUNTY THROUGH PREVIOUS DELINQUENT TAX SALES AND AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE DEEDS CONVEYING SAID PARCELS TO INDIVIDUALS LISTED HEREIN BELOW.

RESOLUTION NO. 525-16 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE ALL DOCUMENTS RELATIVE TO A RELEASE AND TERMINATION OF REVERSIONARY RIGHT AND RESALE PROVISION ON PROPERTY LOCATED AT 2121 WILSON STREET, IDENTIFIED AS STATE TAX MAP NO. 136M-C-003, AS OWNED BY THE CITY OF CHATTANOOGA.

Commissioner Mackey, Chairman of the Delinquent Tax Property Committee, provided details regarding Resolution Nos. 525-15 and 525-16, and stated the Delinquent Tax Property Committee reviewed and recommended approval.

ON MOTION of Commissioner Mackey, seconded by Commissioner Mackey, to adopt Resolution Nos. 525-15 and 525-16.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

In response to Commissioner Graham’s question, Commissioner Mackey stated this will get all these properties back on the tax roll and generate revenue for property taxes.

There were no questions from the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” and Chairman Eversole, “Aye.” Commissioner Smith was absent. Total present – 10. Total absent – 1. Total “Aye” votes – 10. Total “Nay” votes – 0.

ANNOUNCEMENTS

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Mackey spoke about Chattanooga Boys Prep School and how they had been threatened with shutting the school down. He noted their men’s basketball team has won two state championships in a row and plans to recognize them during next week's meeting. He

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

stated they are in a district where test scores are generally not that strong, but are looking good for this particular school.

Commissioner Beck recognized former District 9 Chattanooga Councilwoman Demetrius Coonrad in the audience.

Commissioner Baker recognized former District 2 Commissioner Jim Fields in the audience.

Commissioner Sharpe announced he needed to clear the air after much media attention to comments made a week ago regarding a referendum for a local sales tax increase. He noted his conversation about a referendum was not to address budgetary shortfalls. He stated a referendum for a sales tax increase would occur during a November election, when most people go to the polls, and an already scheduled election, which would be in 2026. He noted he has been discussing a local option sales tax for years to address facility needs in Hamilton County Schools. He stated this would help us to achieve the goals of having modern, safe, quality facilities across Hamilton County. He noted in no shape, form, or fashion was he suggesting having a referendum for a sales tax to satisfy budgetary needs in this budget. He also questioned if the county can afford to add another school building to our operational budget, given how tight the budget will be this year.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

Commissioner Chauncey announced the Regional Planning Commission will meet on Monday, March 12, 2025, at 1:00 PM for its regular scheduled meeting and a special plan meeting at 5:00 PM specifically for Plan Hamilton.

Commissioner Highlander spoke highly about this county's Volunteer Fire and Volunteer STARS Departments. He noted he does not know what we would do without them.

Commissioner Sharpe recognized District 6 School Board Member Ben Conner in the audience.

Commissioner Graham recognized former District 9 Chattanooga Councilwoman Demetrius Coonrad, former District 2 Commissioner Jim Fields, and Ms. Wilson in the audience. He also sent his thoughts and prayers to Commissioner Smith and his family as they go through a family situation.

Attorney Taylor stated he would bring a resolution forward next week to fix a clerical error in *Resolution No. 225-5*. He noted a mistake in the map description and parcel number and wanted to bring it to the commission's attention for the record, so it does not impede the actual conveyance.

Chairman Eversole announced Baker Donelson is conducting its audit. He asked that County staff refrain from adding to compliance until this audit is completed to see what

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

recommendations it will make. Chief Operating Officer for the Mayor's Office, David Roddy, stated that any expansion relative to staff or anything in compliance is budget-related, so they will wait for a new budget for any expansion. He noted they are hopeful and expect Baker Donelson's report to contribute to that endeavor.

In response to Commissioner Graham's question, Attorney Taylor stated the property that the county conveyed to the Chattanooga Room in the Inn did have a reversionary clause on all four lots.

Commissioner Graham announced they will have a Legal Committee Meeting in the Commission Conference Room after the adjournment of the Regular Meeting.

Chairman Eversole announced Budget Hearings begin today. He stated it is going to be a tough budget year. He noted the commission has a responsibility to ensure that taxpayer money is spent correctly. He stated he does not agree with any tax increase and believes it is the wrong direction. He also noted that charging people more does not fix problems because the general public works hard for their money daily.

In response to Commissioner Mackey's question, Chairman Eversole stated he has always seen a budget for the county. He noted it is the commission's role and responsibility to ensure that county funding is spent in the right direction and goes where it needs to go, no matter whose district it is.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

DELEGATIONS

Chairman Eversole asked for delegations on matters other than zoning.

Sabrina Daniels, residing at 4410 Maryland Drive, spoke about decisions regarding budget concerns for the Hamilton County Department of Education (HCDE). A copy of her handout has been filed in the Clerk's Office.

Josh Branum, the Government Affairs Director for the Real Estate Association, who has an office at 2963 Amnicola Highway, introduced Jakamo Gunnison, the 2025 Chairman of the scholarship committee for Greater Chattanooga Realtors. Mr. Gunnison stated the committee was established to give realtors a meaningful way to give back to the community since the program's launch in 2022. They have awarded \$32,500.00 in scholarships supporting incoming first-year college students pursuing higher education at accredited universities or trade schools.

Commissioner Highlander thanked the realtors for everything they do for young people and for their support for education.

Commissioner Shipley congratulated everyone receiving a scholarship from Greater Chattanooga Realtors to further their education.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

Jannelle Davis, residing at 1015 North Moore Road Apartment A, expressed her concerns about bus drivers. She stated they are not appropriately trained, and the children's lives are in danger. She noted further training is needed to protect the children in Hamilton County. She also spoke about how bus drivers are underpaid.

Former District 9 Chattanooga Councilwoman Demetrius Coonrad, residing at 8907 Heritage Drive, spoke about poor communities, schools, and neighbors that are constantly underresourced and chronically underfunded and often stuck in a revolving door of state takeovers and rebrands. She noted a tax increase without accountability, transparency, and targeted reinvestment is not the answer. She stated we need to stop pretending we can tax our way out of decades of intentional neglect and address the root cause of what is happening in our communities. She also spoke about a heavy influx of undocumented kids coming to our schools, which prevents a lot of students from being able to learn.

Commissioner Mackey advised Ms. Coonrad that he needs her to continue speaking the truth. He stated they have some things in the works and will desperately need her as a partner and a voice to be heard.

In response to Commissioner Sharpe's question, Ms. Coonrad stated if you are undocumented and do not have any documentation, we are told you have to allow that kid to enter into the system and cannot deny them access to be educated.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
MAY 7, 2025**

Melanie Stover, a retired citizen who lives at 4620 Florida Avenue, spoke about the struggle of paying property taxes. She also discussed the disarray in the school system and the need for safety in public schools. She stated that American citizens need to be educated first. Lastly, she spoke about how cuts must be made to the Central Office of the Department of Education.

There being no further business, Chairman Eversole declared the meeting in recess until Wednesday, May 14th, 2025, at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ WJK

Date

Clerk's Initials

POs Issued Between \$25,000 - \$50,000 Not Previously Approved by Commission			
4/1/2025 - 4/30/2025			
Req. Date	Vendor Name	PO Amount	
4/4/2025	INSIGHT PUBLIC SECTOR	\$35,017.18	HCSO, NetMotion Conversion Licenses
4/16/2025	IEC	\$37,000.00	Risk Management, annual inspection/testing of automatic fire protection and fire alarm systems
4/24/2025	FIFTH ASSET INCORPORATED	\$26,000.00	Accounting, DebtBook annual subscription
4/24/2025	TIM PAYNE PAINTING	\$38,009.92	Property Management, East Sector paint/repairs
4/24/2025	PLAINVIEW OUTDOOR LLC	\$38,500.00	Parks & Recreation, digital sign at Harrison Center
4/29/2025	JOHNSON CONTROLS FIRE PROTECTION LP	\$34,955.00	Telecomm, fire alarm integration with door access



Hamilton County Board of Commissioners

RESOLUTION

No. 525-19

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

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 **“OATH OF DEPUTY SHERIFF”** has taken the oath of office.

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

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants therefore; and
2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefore are approved as taken; and

3. That the person named on the listing labeled **“OATH OF DEPUTY SHERIFF”** is accepted and the oath therefore is approved as taken; and
4. That each such person named on the listings hereinabove mentioned (which listings are attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Bailey Ackerson	1107 Crown Point Rd. W Signal Mountain, TN 37377 423-771-5770	Clean Vapor 200 Overhill Dr. Mooresville, NC 28117 704-589-8979
Loona H. Algburi	1984 Acer Cir. Chattanooga, TN 37406 423-888-2141	Havenly Showers 121 Honest St. Chattanooga, TN 37421 423-771-7191
Meredith G. Ambrosetti	4928 Dyno Loop Chattanooga, TN 37415 423-305-2825	Ambrosetti Construction 5571 Dayton Blvd. Chattanooga, TN 37415 423-321-8767
Amanda M. Bailey	15347 Panther Ln. Sale Creek, TN 37373 423-774-2140	Triad Electric 1007 East Main St. Chattanooga, TN 37408 423-267-2288
Mariah Barrows	7489 Tiercel Dr. Ooltewah, TN 37363 423-243-7969	First Horizon Advisors 2034 Hamilton Place Blvd., Ste. 160 Chattanooga, TN 37421 423-242-7808
Debbie Blair	11006 Dolly Pond Rd. Birchwood, TN 37308 423-991-3524	Hamilton County Government 317 Oak St. Chattanooga, TN 37403 423-209-6933
Shanese Bonner	2310 Brookwood Dr. Chattanooga, TN 37421 423-355-7547	Journey Health Foundation P.O. Box 46 Chattanooga, TN 37401 423-806-2305
Jane Hampton Bowen	310 West 21st St. Chattanooga, TN 37408 423-596-5700	State of Tennessee 625 Georgia Ave. Chattanooga, TN 37402 423-209-6755
Darrell Broadway	1703 Haleigh Ter. Soddy Daisy, TN 37379 423-595-7130	Rocky Top Financial 1703 Haleigh Ter. Soddy Daisy, TN 37379 423-595-7130
Missy Burks	12205 Macon Way Soddy Daisy, TN 37379 423-504-6057	McMahan Law Firm 701 Cherokee Blvd. Chattanooga, TN 37405 423-265-1100

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Ashley Christopher	711 Stanley Rd. Trenton, GA 30752 423-605-0542	Ameriprise Financial 412 Georgia Ave., Ste. 210 Chattanooga, TN 37403 423-648-2900
Jenna Collins	28 Alton Ln. Ringgold, GA 30736 618-554-4895	JP Morgan Chase 2120 Gunbarrel Rd. Chattanooga, TN 37421 423-508-6887
Joshua Colvin	5511 Post Ave. Chattanooga, TN 37409 615-290-7347	Regions 601 Market St. Chattanooga, TN 37402 423-757-5806
Sean Cortney	803 Cedar Creek Dr. Rossville, GA 30741 706-306-8547	Project Access SE TN 1917 East Third St. Chattanooga, TN 37404 423-826-0269
A. M. Coterel	402 Classic Dr. Soddy Daisy, TN 37379 281-838-9598	Warranty Title 6131 Shallowford Rd., Ste. 102 Chattanooga, TN 37421 423-424-4654
Karen Creech	1332 Passenger St., #128 Chattanooga, TN 37408 423-433-7916	Bock Construction 1900 E. 28th St. Chattanooga, TN 37407 423-698-5250
Tammy Cross	861 Blythewood Rd. SE Cleveland, TN 37311 423-315-0668	Redemption to the Nations 1907 Bailey Ave. Chattanooga, TN 37404 423-443-6532
Natalie Crow	P.O. Box 224 Higdon, AL 35979 423-255-6061	Lawson Electric Company 6246 Dayton Blvd. Hixson, TN 37343 423-267-5471
Brenda G. Domer	840 Ferrymans Way Chattanooga, TN 37419 423-618-5924	Pinnacle Bank 801 Broad St. Chattanooga, TN 37402 423-386-2672
Michael R. Drachenberg	1613 Eastwood Ave. Chattanooga, TN 37411 323-217-8857	Maven Group 1500 E. 42nd St. Chattanooga, TN 37407 423-541-1270

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Alice R. Ehmig	1303 Windbrook Ln. Hixson, TN 37343 423-667-7136	McMahan Law Firm 701 Cherokee Blvd. Chattanooga, TN 37405 423-265-1100
Crystal Eller	303 Tsati Terr. Soddy Daisy, TN 37379 423-316-3249	Chattanooga Erlanger Ortho 1809 Gunbarrel Rd. Chattanooga, TN 37421 423-893-9020
Cori Elswick	526 W. Circle Dr. Rossville, GA 30741 423-718-1942	The UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Cynthia Essex	2417 Mourning Dove Ln. Signal Mountain, TN 37377 423-298-6236	Cagle Development 4509 Hwy. 58 Chattanooga, TN 37416 423-499-5051
Brittany T. Everett	6404 Cheltenham Rd. S Hixson, TN 37343 423-991-3730	The Law Office of Sam Byrd 651 E. 4th St., Ste. 408 Chattanooga, TN 37403 423-777-6421
Christian Foster	7517 Walnut Hills Dr. Harrison, TN 37341 423-677-1101	Pritchard Injury Firm 407 E. 4th St. Chattanooga, TN 37403 423-203-1343
Rachael Fowler	1609 Hillsdale Dr. SE Cleveland, TN 37323 423-716-1243	Hamilton County Clerk 6135 Heritage Park Dr. Chattanooga, TN 37416 423-209-6525
John P. Franklin, Jr.	4007 Midland Pk. Chattanooga, TN 37411 423-713-6482	John P. Franklin Funeral Home 1101 Dodds Ave. Chattanooga, TN 37404 423-622-9995
Shalyn Graff	332 Sentry Oaks Chickamauga, GA 30707 706-996-4114	Key Title & Escrow 406 Frazier Ave., Ste. 110 Chattanooga, TN 37405 423-206-2226
Scott W. Graham	9451 Sweet Gum Ln. Soddy Daisy, TN 37379 423-994-3294	State Farm 5506 Hwy 153, Ste. 114 Hixson, TN 37343 423-877-1256

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Kensley Gravitt	424 Sweet Pecan Ln. Chattanooga, TN 37421 423-802-6464	Hamilton County Parks & Recreation 4005 Cromwell Rd. Chattanooga, TN 37421 423-209-6890
Kelly Greene	59 Hillhouse Ln. Ringgold, GA 30736 423-805-6288	Chattanooga Area Chamber of Comm 100 Cherokee Blvd. Chattanooga, TN 37405 423-756-2121
Michelle J. Hall	7029 Homestead Cir. Hixson, TN 37343 423-619-1353	Cumberland Title & Guaranty Co. 200 E. 8th St. Chattanooga, TN 37402 423-643-4001
Velisha Hambrick	4311 Righton Ln. Chattanooga, TN 37416 423-314-5627	Center for Sports Medicine 7450 Tyner Rd. Chattanooga, TN 37421 423-698-6871
Walter L. Hambrick, Jr.	4311 Righton Ln. Chattanooga, TN 37416 423-313-1645	McKee Foods Corporation 10260 McKee Rd. Collegedale, TN 37315 423-238-7111
Lindsay A. Hamel	6218 Bramblewood Dr. Hixson, TN 37343 423-475-2057	Parallon 1100 Dr. MLK Blvd., Ste. 1600 Nashville, TN 37203 423-493-1637
Deirdre K. Hamill	211 Woodrow Ave. Chattanooga, TN 37415 423-504-8606	Council Fire 100 Council Fire Dr. Chattanooga, TN 37421 423-894-7888
Sarah C. Harr	3535 Dell Trl. Chattanooga, TN 37411 901-486-3700	Belvoir Christian Academy 800 Belvoir Ave. Chattanooga, TN 37412 423-622-3755
Christina Hart	5021 Hunter Village Dr. Ooltewah, TN 37363 423-933-5658	Wise Property Management 298 Acorn Oaks Cir. Chattanooga, TN 37405 423-634-1900
Jenny Hendricks	8709 Glenaire Dr. Chattanooga, TN 37416 423-774-5798	Hamilton County Government 1600 E. 3rd St. Chattanooga, TN 37404 423-209-5258

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Rachel Hodges	111 Selma St. Chattanooga, TN 37415 423-364-2256	Self Employed P.O. Box 17013 Chattanooga, TN 37415 423-402-0868
Katie Honeycutt	5608 Kristy Ln. Ooltewah, TN 37363 423-368-8146	Luther Anderson 100 W. MLK Blvd., Ste. 700 Chattanooga, TN 37402 423-756-5034
Billie J. Horney	3810 Tacoma Ave. Chattanooga, TN 37415 423-505-1540	Comtrust Federal Credit Union 1020 Riverfront Pkwy. Chattanooga, TN 37402 423-752-0217
Zachary Howard	65 Middle River Rd., #160 Chattanooga, TN 37405 706-463-9263	Sherman & Reilly 400 W. 33rd St. Chattanooga, TN 37410 423-756-5300
Lorie Huntton	6426 Fairest Dr. Harrison, TN 37341 423-645-0896	Hawthorne Amberleigh Ridge 7205 Aventine Way Chattanooga, TN 37421 423-855-4141
Connie Lynn Hutchison	110 Tremont St., #403 Chattanooga, TN 37405 504-220-5762	Solas Bio Ventures 412 Georgia Ave., Ste. 201 Chattanooga, TN 37403 423-309-5713
Tamika Jamar	7720 Colemere Dr. Chattanooga, TN 37416 423-240-3722	N/A N/A N/A N/A
J. Jones	7089 Buttercup Ln. Ooltewah, TN 37363 423-813-5425	Chattanooga Shooting Supplies 2600 Walker Rd. Chattanooga, TN 37421 423-894-3007
Sherrie Kellett	2057 Woodridge Ln. Dalton, GA 30721 706-264-4131	Gentech Construction 820 Broad St., Ste. 400 Chattanooga, TN 37402 423-267-3373
Andrea Kelley	908 Brynewood Park Dr. Chattanooga, TN 37415 423-596-4142	Ashland Terrace Animal Hospital 907 Ashland Ter. Chattanooga, TN 37415 423-877-4576

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025

NAME	RESIDENCE	BUSINESS
Angerleak Kile	26 Edgewood Cir. Fort Oglethorpe, GA 30742 423-316-9986	Liquidmetal Coating Solutions 6207 Snow Way Chattanooga, TN 37421 423-541-3210
Sharon D. King	195 Gwen Dr. Ringgold, GA 30736 423-413-2257	Buhrman Law Firm 345 Frazier Ave., Ste. 210 Chattanooga, TN 37405 423-266-5691
Stephanie King	133 Shearer St., #B Soddy Daisy, TN 37379 470-257-1047	Erlanger Health 975 E. 3rd St. Chattanooga, TN 37403 423-778-7427
Ashley Knight	252 Fairlane Dr. Rossville, GA 30741 423-681-3072	Havenly Showers 121 Honest St. Chattanooga, TN 37421 423-771-7919
Kathryn Ella M. Kraus	606 Sunset Valley Dr. Soddy Daisy, TN 37379 423-619-2496	Ship Happens 300 Cherokee Blvd., Ste. 120 Chattanooga, TN 37405 423-475-7447
Tessa Helena Lawson	65 Middle River Rd., #160 Chattanooga, TN 37405 615-692-2564	Titan Cloud Software 4031 Aspen Grove Dr. Franklin, TN 37067 615-567-3239
Vanessa LeBlanc	12222 Plow Ln. Soddy Daisy, TN 37379 517-404-3659	The LeBlanc Group 12222 Plow Ln. Soddy Daisy, TN 37379 517-404-3659
Tonya J. Lewis	1741 Varner Rd. Hixson, TN 37343 423-488-9218	TVFCU 535 Chestnut St., 2nd FL Chattanooga, TN 37402 423-634-3744
Janet A. Lindberg	8113 Fallen Maple Dr. Chattanooga, TN 37421 423-432-4298	Regions 2128 Gunbarrel Rd. Chattanooga, TN 37421 423-826-6220
Saniya Looney	313 Gardner St., #B Chattanooga, TN 37411 423-713-6456	Hamilton County BOE 1020 N. Moore Rd. Chattanooga, TN 37411 423-855-2615

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Jo Ann Loveridge	10815 Loop Rd. Soddy Daisy, TN 37379 423-771-8206	Derthick Henley & Wilkerson Architects 1001 Carter St. Chattanooga, TN 37402 423-266-4816
Danielle Robinson Marchand	6774 Kenton Ridge Cir. Chattanooga, TN 37421 201-838-5211	Chattanooga Civic Center 701 Hooker Rd. Chattanooga, TN 37410 917-992-3785
Sharon R. McGhee	8205 Carriage Crossing Chattanooga, TN 37421 423-503-3592	Ridgedale Baptist Church 1831 Hickory Valley Rd. Chattanooga, TN 37421 423-499-0994
Tayana O'Neill	3847 Clarington Dr. Marietta, GA 30066 215-388-0497	O'Shaughnessy & Carter 735 Broad St., Ste 1000 Chattanooga, TN 37402 423-267-3807
Fritsl Butler Padgett	2312 Kirby Ave. Chattanooga, TN 37404 706-280-2448	Lyndhurst Foundation 517 E. 5th St. Chattanooga, TN 37403 423-756-0767
Shea Pendley	454 Cherokee Lake Dr. Ringgold, GA 30736 706-618-1974	SE TN Project Access 1917 East Third St. Chattanooga, TN 37404 423-826-0269
Franklin Pickle	8137 Honey Comb Ln. Chattanooga, TN 37421 423-716-1154	The UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Vera Pustovit	1524 Buttonwood Loop Chattanooga, TN 37421 423-602-1939	Foundation Title and Escrow 6166 Shallowford Rd., #106 Chattanooga, TN 37421 423-779-0440
Maya Rash	523 E. 11th St., #523 Chattanooga, TN 37402 731-621-9443	O'Shaughnessy & Carter 735 Broad St., Ste. 1000 Chattanooga, TN 37402 423-267-3807
Cheryl Roberson	123 Norvell Dr. Signal Mountain, TN 37377 423-488-2880	Town of Signal Mountain 1111 Ridgeway Ave. Signal Mountain, TN 37377 423-886-2177

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
S. M. Roberts	4923 Hunter Village Dr. Ooltewah, TN 37363 423-227-2510	Unify Financial Credit Union 9525 Apison Pike Collegedale, TN 37315 877-254-9328
Rachel Rogers	6922 Mockingbird Ln. Harrison, TN 37341 423-314-7016	Trust 555 Walnut St., Ste. 100 Chattanooga, TN 37402 423-870-7610
Douglas Sanville	5518 Twin Oaks Dr. Ooltewah, TN 37363 303-589-9589	Chatt Town Auto Brokers 5206 Austin Rd. Hixson, TN 37343 423-994-3453
Holly W. Schumpert	26 Sawyer St. Chattanooga, TN 37405 901-336-1813	N/A N/A N/A N/A
Shelly Scurlock	1484 Hendon Rd. Soddy Daisy, TN 37379 423-618-3119	Comtrust Federal Credit Union 1020 Riverfront Pkwy. Chattanooga, TN 37402 423-756-3300
Tracy Sherman	132 Southwood Cir. Ringgold, GA 30736 704-996-7219	The Trust Company of TN 832 Georgia Ave. Chattanooga, TN 37402 423-308-0374
Meagan Shinn	3310 Rondaboo Dr. Chattanooga, TN 37419 423-667-8891	Chattanooga Football Club 436 Market St., Ste. 204 Chattanooga, TN 37402 423-667-8891
Houston Lewis Smith	728 Sunset Mtn Dr. Chattanooga, TN 37421 423-647-3142	N/A N/A N/A N/A
Dianne C. Sullivan	3909 Knollwood Dr. Chattanooga, TN 37415 423-364-9738	Bright Bridge 506 Broad St. Chattanooga, TN 37402 423-643-0101
Dianne E. Summers	800 Flinn Dr. Chattanooga, TN 37412 423-227-0407	N/A N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Jennifer Taylor	7107 Barleyfield Dr. Harrison, TN 37341 423-599-5161	Legal Aid of East Tennessee 100 W. MLK Blvd., Ste. 402 Chattanooga, TN 37402 423-402-4757
Yeraldin Avendano Tenorio	2902 4th Ave., #A Chattanooga, TN 37407 404-446-7251	N/A N/A N/A N/A
Lakesha Terry	6952 Park Dr. Chattanooga, TN 37421 678-878-7443	Erlanger Behavioral Health 804 N. Holtzclaw Ave. Chattanooga, TN 37421 423-498-4650
Gloria Thompson	6774 Kenton Ridge Cir. Chattanooga, TN 37421 917-992-3783	Chattanooga Civic Center 701 Hooker Rd. Chattanooga, TN 37410 917-992-3783
Jeanne H. Weaver	1306 James Blvd. Signal Mountain, TN 37377 423-240-3113	Spine Properties 1736 Gunbarrel Rd. Chattanooga, TN 37421 423-756-6623
B. White	3270 Somerset Dr. Cleveland, TN 37323 423-284-5363	Bowers Automotive Group 2146 Chapman Rd. Chattanooga, TN 37421 423-664-5790
Timothy L. White, Jr.	9001 Jenny Lynn Dr. Chattanooga, TN 37421 423-400-8674	TVFCU 535 Chestnut St. Chattanooga, TN 37402 423-634-5621
Awayne J. Williams	510 Terrell St. Chattanooga, TN 37411 423-316-1778	City of Chattanooga 455 Moccasin Bend Rd. Chattanooga, TN 37405 423-643-7462
Cristy Williams	4712 Maryland Dr. Chattanooga, TN 37412 423-290-4535	Curbed Construction 623 E. Main St., Ste. 101 Chattanooga, TN 37408 423-488-6920
Sarah Windhorst	622 Colony Cir. Fort Oglethorpe, GA 30742 423-596-4387	LYNC Logistics 2407 8th Ave. Chattanooga, TN 37407 423-305-7600

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MAY 21, 2025**

NAME	RESIDENCE	BUSINESS
Sharon Wofford	2204 Corral Rd. Signal Mountain, TN 37377 423-284-9472	Cox Concrete 2401 Bachman St. Chattanooga, TN 37406 423-650-4846
Henry Wolfe	335 Spring Wind Cir. Ringgold, GA 30736 423-242-5242	Regions 3614 Tennessee Ave. Chattanooga, TN 37409 423-826-6010
Holley E. Womack	213 Sawyer St. Chattanooga, TN 37405 901-832-2042	N/A N/A N/A N/A
Amber Yates	621 Memorial Dr., #104 Chattanooga, TN 37415 423-991-3945	Stiles Law 2115 Chapman Rd., Ste. 125 Chattanooga, TN 37421 423-498-5001

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MAY 21, 2025**

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>
Karen Murphy Cannon	March 19, 2025	April 16, 2025
Beth Curtis	March 19, 2025	April 16, 2025
Alexandrya E. Frazier	March 19, 2025	April 16, 2025
Tanya A. Jordan	March 6, 2025	April 16, 2025
Christina B. Kirby	March 19, 2025	April 16, 2025
T. Rowe	March 6, 2025	April 16, 2025
Monica Lynn Azzara	March 11, 2025	April 17, 2025
Peter C. Ensign, I	March 6, 2025	April 17, 2025
Christina Byrum	March 6, 2025	April 17, 2025
Gwendolyn Robertson	March 19, 2025	April 17, 2025
Kelly D. Sanders	March 19, 2025	April 17, 2025
Kenneth Smith	March 19, 2025	April 17, 2025
Duana S. Talley	March 11, 2025	April 17, 2025
Gina F. Weller	March 11, 2025	April 17, 2025
Patton Browning	March 19, 2025	April 21, 2025
Anahi Casas	March 19, 2025	April 21, 2025
Carolyn Catchings	July 17, 2024	April 21, 2025
Laura Coker	March 19, 2025	April 21, 2025
Taryn Dailey	March 19, 2025	April 21, 2025
Nikki R. Kelley	March 11, 2025	April 21, 2025
Timothy Millirones	February 11, 2025	April 21, 2025
Aidan Rose	March 6, 2025	April 21, 2025
Brenda A. Carson	March 6, 2025	April 22, 2025
Rachel haines	March 19, 2025	April 22, 2025
Brian O. Hendricks	March 11, 2025	April 22, 2025
Jessica Jennings	March 19, 2025	April 22, 2025
Penny M. Manis	March 19, 2025	April 22, 2025
Royce Rohling	March 19, 2025	April 22, 2025
W. D Adams	October 16, 2023	April 23, 2025

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MAY 21, 2025**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Pam Blevins	March 11, 2025	April 23, 2025
Rebecca C. Bumgardner	October 16, 2023	April 23, 2025
Nichole Culverhouse	March 11, 2025	April 23, 2025
Katrina D. Davis	March 19, 2025	April 23, 2025
Shannon DeFriese	October 16, 2023	April 23, 2025
Lisa Harwood	March 6, 2025	April 23, 2025
Tabitha McRee	April 4, 2025	April 23, 2025
Sherri L.Sivley	October 16, 2023	April 23, 2025
Bethany L. Smisson	October 10, 2024	April 23, 2025
Emily K. Smith	April 4, 2025	April 23, 2025
Tammy F. Smith	October 16, 2023	April 23, 2025
Carmen J. Tolentino	October 16, 2023	April 23, 2025
Sarah Broderick	September 5, 2024	April 24, 2025
Morgan Jetton	April 4, 2025	April 24, 2025
Marilyn Thomas Pettit	December 19, 2024	April 24, 2025
Paisley Puryear	April 4, 2025	April 24, 2025
Amanda R. Waldo	February 11, 2025	April 24, 2025
D. Young Jr.	March 11, 2025	April 24, 2025
Chloe Barker	March 11, 2025	April 25, 2025
Patrick Brandon	March 6, 2025	April 25, 2025
Lea Gholston	February 11, 2025	April 25, 2025
Rhonda L. Moore	March 19, 2025	April 25, 2025
Debbie Morgan	April 4, 2025	April 25, 2025
Euna C. Nevels	March 19, 2025	April 25, 2025
Maryann E. Prentice	April 4, 2025	April 25, 2025
Abigail K. Allen	April 4, 2025	April 28, 2025
Hang Conner	April 4, 2025	April 28, 2025
Lauren C. Green	April 4, 2025	April 28, 2025
Alyssa Hibbs	March 6, 2025	April 28, 2025
Robin Kildy	April 4, 2025	April 28, 2025
Vickie G. Slaven	April 4, 2025	April 28, 2025
Patricia M. Haynes	March 6, 2025	April 29, 2025
Jennah Hyppolite	March 11, 2025	April 29, 2025
Michael Jennings	April 4, 2025	April 29, 2025

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MAY 21, 2025**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
William J. Weidner	April 4, 2025	April 29, 2025
Mary R. Wright	April 4, 2025	April 29, 2025
Marc Bailey	April 4, 2025	April 30, 2025
Kelly L. Lewis	April 4, 2025	April 30, 2025
W.R. Nelms III	October 22, 2024	April 30, 2025
Don Richardson	March 19, 2025	April 30, 2025
Michele R. Webb	April 4, 2025	April 30, 2025
Angelia Y. Whitehead	April 4, 2025	April 30, 2025
Jackson Charles	February 11, 2025	May 1, 2025
Terri Childress	April 4, 2025	May 1, 2025
Debra Cooper	April 4, 2025	May 1, 2025
Adams C. Diomande	March 11, 2025	May 1, 2025
Cheryl R. Downs	April 4, 2025	May 1, 2025
Lakeyta Evans	April 4, 2025	May 1, 2025
Troy McFarland	April 4, 2025	May 1, 2025
Angela B. Wilson	April 4, 2025	May 1, 2025
Amy E. Autry	March 11, 2025	May 2, 2025
Tristan L. Cross	February 11, 2025	May 2, 2025
Renee Duglas-Crockett	February 11, 2025	May 2, 2025
Michelle Gaddis	April 4, 2025	May 2, 2025
Matthew Jones	March 6, 2025	May 2, 2025
Sherri Wilson Jones	April 4, 2025	May 2, 2025
Kestrel Kiegel	March 19, 2025	May 2, 2025
Carrie Mays	April 4, 2025	May 2, 2025
Jessica B. Snyder	March 11, 2025	May 2, 2025
Latoya Watkins	April 4, 2025	May 2, 2025
Caleigh Holland	April 4, 2025	May 5, 2025
Holly H. McGlocklin	September 13, 2024	May 5, 2025
Haley Smith	March 11, 2024	May 5, 2025
Tammy R. Walker	April 4, 2025	May 5, 2025
Sara Deal	April 4, 2025	May 6, 2025
Ben Francis	April 4, 2025	May 6, 2025
Elizabeth A. Jackson	March 6, 2025	May 6, 2025
Karianne Morgan	March 6, 2025	May 6, 2025
Amy P. Neighbors	March 6, 2025	May 6, 2025

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY SHERIFF
MAY 21, 2025**

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

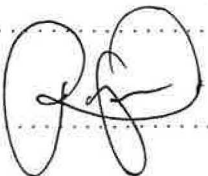
<u>NAME</u>	<u>DATE OF OATH</u>
Colton Jack Roe	April 30, 2025


STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
30 day of April, 2025.

By 


} **Colton, Jack Roe**



Hamilton County Board of Commissioners RESOLUTION

No. 525-20

A RESOLUTION TO REAPPOINT THREE (3) MEMBERS TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR A TWO (2) YEAR TERM BEGINNING MAY 21, 2025 AND ENDING MAY 21, 2027

WHEREAS, the Hamilton County Government Personnel Rules and Regulations provide for the appointment of an Employee Appeals Board; and

WHEREAS, Commissioners representing Districts 7, 8, and 9 have reappointed Miranda Perez for said term.

WHEREAS, Commissioners representing Districts 10 and 11 have reappointed Alan Howard and Virginia Manson for said term.

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

That Miranda Perez, Alan Howard and Virginia Manson is hereby reappointed reappointed to the Hamilton County Employee Appeals Board for a term beginning May 21, 2025 and ending May 21, 2027.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Hamilton County Board of Commissioners RESOLUTION

No. 525-21

A RESOLUTION CONFIRMING THE JOINT APPOINTMENT BY THE COUNTY MAYOR AND THE MAYOR OF THE CITY OF CHATTANOOGA OF COLE WEBSTER TO THE SPORTS AUTHORITY OF THE COUNTY OF HAMILTON AND THE CITY OF CHATTANOOGA TO FILL THE UNEXPIRED TERM OF RANDY SMITH, WITH SAID TERM ENDING AUGUST 9, 2026.

WHEREAS, pursuant to Tennessee Code Annotated, Title 7, Chapter 67, members of the Sports Authority of the County of Hamilton and the City of Chattanooga are jointly appointed by the County Mayor and the Mayor of the City of Chattanooga and confirmed by their respective legislative bodies; and

WHEREAS, Randy Smith was previously appointed to the Sports Authority of the County of Hamilton and the City of Chattanooga for a term ending August 9, 2026; and

WHEREAS, Randy Smith has since resigned from his position on the Sports Authority; and

WHEREAS, the County Mayor and the Mayor of the City of Chattanooga have jointly appointed Cole Webster to fill the unexpired term of Randy Smith on the Sports Authority of the County of Hamilton and the City of Chattanooga; and

WHEREAS, Cole Webster's appointment shall be effective upon passage of this Resolution and shall expire August 9, 2026;

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

That the appointment of Cole Webster to the Sports Authority of the County of Hamilton and the City of Chattanooga is hereby confirmed to fill the unexpired term of Randy Smith, said term ending August 9, 2026.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date

COLE WEBSTER

Chattanooga, TN 37408
4234883811 - cole@barnnursery.com

PROFESSIONAL SUMMARY

Dynamic leader with a proven track record at The Barn Nursery, excelling in organizational management and strategic visioning. Successfully enhanced profitability and community relations while fostering innovation and effective leadership. Adept at fundraising, driving initiatives that significantly increased stakeholder engagement and customer satisfaction.

Committed to community engagement and Enrichment not only in business endeavors but also in personal and philanthropic missions.

ACCOMPLISHMENTS

- Chattanooga Times Free Press 20 Under 40 2023
- Top 100 Garden Center in the country 2014-2025
- Crabtree Farms Board of Directors
- 2023 McKamey Animal Center Gala Chair
- 2022-2024 Boyd Buchanan Alumni Co-Chair
- Member of Regional Planning Commission 2021-2025
- 2025 Recipient of the Distinguished Dr. Headrick Award for The American Cancer Society

SKILLS

- Effective leadership
- Innovation fostering
- Organizational management
- Strategic visioning
- Fundraising for several organizations

WORK HISTORY

09/2024 to Current

President, Board of Directors

Lana's Love Foundation – Chattanooga, TN

- Developing robust partnerships with external stakeholders to foster collaboration and further the organization's mission.
- Growing fundraising efforts and strategic partnerships within the community

01/2021 to Current

President

The Barn Nursery – Chattanooga, TN

- Hired and managed employees to maximize productivity while training staff on best practices and protocols.
- Increased customer satisfaction through continuous improvement initiatives and excellent customer service.

- Enhanced company performance by implementing strategic plans and overseeing daily operations.
- Manage P&L, increase profitability & grow community relations

01/2014 to 12/2020 **General Manager**
The Barn Nursery – Chattanooga, TN

EDUCATION

12/2013 **BBA: Real Estate & Marketing**
University of West Georgia - Carrollton, GA

Sports Authority Appointment Candidate

May 2025

Cole Webster is a respected business leader and lifelong Hamilton County resident, known for his dedication to community service and entrepreneurial spirit. As President of The Barn Nursery in Chattanooga, a family-owned garden center established in 1979, Cole has played a pivotal role in expanding the business into a regional destination that blends commerce, tourism, and local culture. Under his leadership, The Barn Nursery has enhanced its reputation as a community hub, attracting both local patrons and visitors from across the region.

A graduate of the University of Tennessee at Chattanooga, Cole holds a degree in Business Administration. His academic background, combined with hands-on experience in retail and operations, has equipped him with the skills necessary to manage and grow a successful enterprise. Beyond his professional endeavors, Cole is deeply committed to philanthropic work. He serves as President of Lana's Love Foundation, an organization founded by his parents, Jim and Cindy Webster, in memory of his sister, Lana, who passed away from leukemia. The foundation is dedicated to supporting children and families battling cancer, providing them with moments of joy and practical assistance during challenging times. In recognition of his unwavering commitment to this cause, Cole was honored with the prestigious 2025 Dr. Headrick Distinguished Award by the American Cancer Society. ([Chattanooga](#))

Cole and his wife, Gabby, reside in Chattanooga, where they are actively involved in various community initiatives. Their partnership extends beyond their personal life into their professional endeavors, exemplifying a shared commitment to enhancing the quality of life in their community.

As a member of the Sports Authority of the County of Hamilton and the City of Chattanooga, Cole brings a wealth of experience in business management, community engagement, and philanthropic leadership. His multifaceted background and dedication to service make him a valuable asset to the board, poised to contribute meaningfully to the region's sports and recreational development.



Hamilton County Board of Commissioners

RESOLUTION

No. 525-22

A RESOLUTION AMENDING RESOLUTION NO. 225-5 WHICH AUTHORIZED THE GRANTING OF 4 PARCELS OF REAL PROPERTY FORMERLY BELONGING TO HAMILTON COUNTY GOVERNMENT TO ROOM IN THE INN BY CORRECTING THE WRONG MAP AND PARCEL NUMBER AFFIXED THERETO.

WHEREAS, by its adoption of Resolution No. 225-5 this county legislative body authorized the conveyance of four (4) parcels of real property that formerly housed the Humane Society (as located at 230 North Highland Park Avenue, Chattanooga, Hamilton County, Tennessee, 37404, to the Room In the Inn;

WHEREAS, said resolution erroneously identified one (1) of said parcels as having map and parcel number 146G-K-007, where it should have been identified as 146G-K-007.01; and

WHEREAS, it is the desire of this county legislative body to correctly identify the property to be conveyed to Room In the Inn.

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

That Resolution No. 225-5 be and hereby is amended to correctly identify the parcel (identified as 146G-K-007) to be conveyed to Room In The Inn as having the map and parcel number 146G-K-007.01.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Hamilton County Board of Commissioners RESOLUTION

No. 525-23

A RESOLUTION MAKING AN APPROPRIATION TO HIXSON HIGH SCHOOL IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT THREE.

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

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

WHEREAS, Commissioner Ken Smith has expressed a desire to allocate two thousand dollars (\$2,000.00) from General Fund travel discretionary monies to Hixson High School to assist with updating equipment for the football program; and

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

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

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

That a total of two thousand dollars (\$2,000.00) from General Fund travel discretionary monies be appropriated to Hixson High School to assist with updating equipment for the football program.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Hamilton County Board of Commissioners RESOLUTION

No. 525-24

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

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

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

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

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Hamilton County Board of Commissioners RESOLUTION

No. 525-25

A RESOLUTION TO COMMIT \$5,800,000 FROM THE UNASSIGNED FUND BALANCE OF THE GENERAL FUND TO BE USED SPECIFICALLY FOR THE PURPOSE OF CAPITAL IMPROVEMENTS TO COUNTY ROADS

WHEREAS, as of June 30, 2024, Hamilton County held a fund balance in its General Fund totaling \$143,362,815, of which \$120,326,564 represented unassigned fund balance; and

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

WHEREAS, this legislative body believes it is in the best interests of the citizens of Hamilton County to commit \$5,800,000 of the unassigned fund balance of the County General Fund toward addressing these needs for infrastructure improvements in the unincorporated areas of the County.

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

That Hamilton County commit a total amount \$5,800,000 from the unassigned fund balance of the General Fund toward addressing these needs for infrastructure improvements in the unincorporated areas of the County.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 525-26

A RESOLUTION CONFIRMING THE COUNTY MAYOR’S APPOINTMENT OF JANIE PARKS VARNELL AS HAMILTON COUNTY ATTORNEY, EFFECTIVE JULY 1, 2025.

WHEREAS, the current contract of employment of Rheubin M. Taylor as Hamilton County Attorney expires on the 30th day of June, 2025, and Hamilton County Mayor Weston Wamp has appointed Janie Parks Varnell to assume the role of Hamilton County Attorney, bringing her experience and expertise to this vital position, beginning on the 1st day of July, 2025; and,

WHEREAS, this county legislative body approves said appointment of Janie Parks Varnell as Hamilton County Attorney as of said 1st day of July, 2025; and

WHEREAS, review of the current litigations involving Hamilton County has already been shared with Attorney Varnell, County Attorney Rheubin M. Taylor has agreed to introduce said Attorney Varnell to the current staff, lay-out, facilities, technology, files, amenities, court schedules, and answer any questions associated with the Hamilton County Attorney’s Office prior to said Attorney Varnell’s assumption of the role of Hamilton County Attorney; and,

WHEREAS, the annual salary for the position of County Attorney shall be One Hundred Ninety-One Thousand Three Hundred and Ninety Dollars and No Cents (\$191,390.00), and,

WHEREAS, said Attorney Varnell will need to fill and/or create various staff positions in said County Attorney’s Office as may be vacant or created in said office, so that those individuals to fill those positions will be ready to assume same as of July 1, 2025; upon the passage of this resolution any and all positions presently, or proposed, to be within the County Attorney’s Office shall be posted (in compliance with the County’s Personnel Policy), with interviews thereafter conducted, and positions awarded, as so determined by said Attorney Varnell.

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

That as appointed by Hamilton County Mayor Weston Wamp, Attorney Janie Parks Varnell is hereby confirmed as Hamilton County Attorney beginning on the 1st day of July, 2025, at a annual salary of One Hundred Ninety-One Thousand Three Hundred and Ninety Dollars and No Cents (\$191,390.00).

BE IT FURTHER RESOLVED, that current Hamilton County Attorney Rheubin M. Taylor will introduce said Janie Parks Varnell to the current staff, lay-out, facilities, technology, cases, files, amenities, associated court schedules, and answer any questions associated with the Hamilton County Attorney’s Office prior to said Attorney Varnell’s assumption of said position.

BE IT FURTHER RESOLVED, that upon the passage of this resolution all vacant and/or newly-created positions within the County Attorney’s Office shall be posted (in compliance with the County’s Personnel Policy); interviews held; and said positions filled as so determined by said Attorney Varnell.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Hamilton County Board of Commissioners RESOLUTION

No. 525-27

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY HEALTH DEPARTMENT, FOR FISCAL YEAR APRIL 1, 2025 – MARCH 31, 2026, IN AN AMOUNT NOT TO EXCEED \$150,800.00 TO PROVIDE MEDICAL CASE MANAGEMENT TO PEOPLE INFECTED WITH HIV/AIDS IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH’S RYAN WHITE PART B MEDICAL CASE MANAGEMENT PROGRAM.

WHEREAS, to provide an initial assessment of service needs and develop an individualized medical case management care of plan; and

WHEREAS, to provide medical case management and continuous client monitoring to assess the efficacy of the care plan; and

WHEREAS, to provide client-specific advocacy, education, and appropriate referrals to medical and community social service partners; and

WHEREAS, to provide timely and coordinated access to medically appropriate levels of health and support services for continuity of care; and

WHEREAS, to consistently provide medical care management and follow up which could result in longer and more productive lives for those residents infected with HIV/AIDS.

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

That the County Mayor be authorized to sign the continuing annual grant in the amount of \$150,800.00 for the period of April 1, 2025 – March 31, 2026 for a total for FY25 of \$37,700.00, and for FY26 of \$113,100.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor


May 14, 2025

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date April 1, 2025	End Date March 31, 2026	Agency Tracking # 34360-45725	Edison ID
Grantee Legal Entity Name Hamilton County Health Department			Edison Vendor ID 4208
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number 93.917	
		Grantee's fiscal year end June 30	
Service Caption (one line only) Ryan White Part B Services			
Funding —			
FY	State	Federal	Interdepartmental
2025		\$37,700.00	
2026		\$113,100.00	
TOTAL:		\$150,800.00	\$150,800.00
Grantee Selection Process Summary			
<input type="checkbox"/> Competitive Selection			
<input checked="" type="checkbox"/> Non-competitive Selection		The Grantee was chosen for its current capacity to perform all needed services, its proximity to the target demographic, and its prior experience with HIV, STD, and Ryan White Services	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - GG</i>	
			
Speed Chart (optional) HL00007854	Account Code (optional) 71301000		

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

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

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. **Early Intervention Services** must include the following four (4) components:
- (1) Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services, if found to be HIV-infected.
 - i. Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts; and
 - ii. HIV testing paid for by Early Intervention Services cannot supplant testing efforts paid for by other sources.
 - (2) Referral services to improve HIV care and treatment services at key points of entry;
 - (3) Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care; and
 - (4) Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.
- b. **Home and Community-Based Health Services** are provided to a client living with HIV in an integrated setting appropriate to a client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider. Services include:
- (1) Appropriate mental health, developmental, and rehabilitation services;
 - (2) Day treatment or other partial hospitalization services;
 - (3) Durable medical equipment; and
 - (4) Home health aide services and personal care services in the home
- Inpatient hospitals, nursing homes, and other long-term care facilities are not considered an integrated setting for the purposes of providing home and community-based health services.
- c. **Hospice Services** are end-of-life care services provided to clients in the terminal stage of an HIV-related illness. Allowable services are:
- (1) Mental health counseling;
 - (2) Nursing care;
 - (3) Palliative therapeutics;
 - (4) Physician services; and
 - (5) Room and board.
- Services may be provided in a home or other residential setting, including a non-acute care section of a hospital that has been designated and staffed to provide hospice services. This

service category does not extend to skilled nursing facilities or nursing homes.

To meet the need for hospice services, a physician must certify that a patient is terminally ill and has a defined life expectancy as established by the recipient. Counseling services provided in the context of hospice care must be consistent with the definition of mental health counseling. Palliative therapies must be consistent with those covered under respective state Medicaid programs.

- d. **Medical Case Management** is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

- (1) Initial assessment of service needs;
- (2) Development of a comprehensive, individualized care plan;
- (3) Timely and coordinated access to medically appropriate levels of health and support services and continuity of care;
- (4) Continuous client monitoring to assess the efficacy of the care plan;
- (5) Re-evaluation of the care plan at least every 6 months with adaptations as necessary;
- (6) Ongoing assessment of the client's and other key family members' needs and personal support systems;
- (7) Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments; and
- (8) Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance marketplaces/exchanges).

- e. **Medical Nutrition Therapy** includes:

- (1) Nutrition assessment and screening;
- (2) Dietary/nutritional evaluation;
- (3) Food per medical provider's recommendation; and
- (4) Nutrition education and/or counseling.

These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services. All services performed must be pursuant to a medical provider's referral and based on a nutritional plan developed by the registered dietician or licensed nutrition professional.

- f. **Outpatient/Ambulatory Health Services** are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight.

- (1) Allowable activities include:
 - i. Medical history taking;
 - ii. Physical examination;
 - iii. Diagnostic testing, laboratory testing;
 - iv. Treatment and management of physical and behavioral health conditions;
 - v. Behavioral risk assessment, subsequent counseling, and referral;
 - vi. Preventive care and screening;

- vii. Pediatric development assessment;
 - viii. Prescription, and management of medication therapy;
 - ix. Treatment adherence;
 - x. Education and counseling on health and prevention issues; and
 - xi. Referral to and provision of specialty care related to HIV diagnosis.
- g. **Quality Improvement Reporting.** In order to ensure quality Services are provided under this Agreement, a Quality Improvement Project Report is required. This is a completed QI project report form which includes the following elements: problem definition, project measures, project goals, root cause analysis, implementation plan, observations, results, and follow-up actions.
- h. **Ryan White Services Report (“RSR”).** In order to qualify to provide Services under this Agreement, the Grantee must use CAREWare Database. This is a free, scalable software for managing and monitoring HIV clinical and supportive care which quickly produces a completed Ryan White HIV/AIDS Services Report (RSR). If the Grantee is unable to use the CAREWare Database, see A.6.a. for alternative reporting.
- A.3. **Service Goals.** Provide HIV-related core medical and support services for all eligible enrollees of the TN Ryan White Part B program.
- A.4. **Service Recipients.** Service recipients are defined as all eligible enrollees of the TN Ryan White Part B program.
- A.5. **Service Description.** The Grantee agrees to provide core medical and support services as appropriate for people living with HIV according to federal and state rules and regulations and the TDH Ryan White Part B 2024 Universal Standards of Care attached and incorporated as Attachment 1. Updates to this document will be provided to the Grantee at the annual meetings as described in A.5.d. below.
- a. The Grantee agrees that during the term of the Grant Contract, the State shall have access to the Grantee's patient core medical and/or support services records in order to fulfill the State's program goals for program patients. Upon expiration or termination of the Grant Contract for any reason, the Grantee shall provide the State with copies of all patient records associated with the Grant Contract. Such records shall be maintained by the State in accordance with all applicable State laws and rules pertaining to confidentiality and records retention.
 - b. The Grantee shall cooperate with the State Ryan White HIV/AIDS Program Part B Quality Management Program in participating in selected statewide quality improvement projects in accordance with the most current version of the State Ryan White HIV/AIDS Program Part B Quality Management Plan developed by the State, on file in the program office and distributed to the Grantee. The State updates the plan annually, or more frequently if needed and updates are distributed to the Grantee via email.
 - c. The Grantee shall provide at least one (1) staff person to be a member of the State Ryan White HIV/AIDS Program Part B Quality Management Committee. The State Quality Management Committee and staff will provide leadership and technical assistance to individual agency Quality Management Committees, and provide worksheets, checklists, and other documentation materials as necessary.
 - d. The Grantee must send at least one (1) representative to the HIV/STD Statewide Meetings held once a year. The Grantee will be notified of the dates and times of the meetings by the State as they are scheduled.
 - e. In accordance with the National Monitoring Standards for Ryan White B Grantees: Fiscal - Part B (located at <https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>), comprehensive monitoring site visits will be conducted at least annually. As part of the fiscal

assessment requirements, program income and time and effort analyses will be verified as part of the monitoring site visit process.

- f. Clients are empowered to seek Case Management services wherever most convenient for them. No agency providing Ryan White Part B funded services may require any client to transfer medical care from an existing site to a new site as a pre-condition for receiving any/all Case Management services from any client's agency of choice.
- g. For agencies providing Outpatient/Ambulatory Health Services, the Part B Program also needs to receive information on medical services provided to Part B clients, regardless of the funding source. Part B-funded medical services provided to Part B clients should be reported on a Part B contract; non-Part B-funded medical services (i.e., Medicaid, Medicare, Private Insurance, Ryan White Part A, etc.) provided to Part B clients should be reported on a non-Part B contract. For instance, for a Part B client enrolled in TennCare, agencies should still report any medical services provided to this client to the Part B Program, however they should be reported on a non-Part B contract; other services provided to this client through Part B should be reported on a Part B contract. This provides the necessary information for assessing client care and health outcomes, while also appropriately delineating funding source for grant tracking purposes.

A.6. Reporting Requirements.

- a. The Grantee shall utilize the Tennessee State Server CAREWare database (preferred) or shall submit a Quarterly Export Data File. All Grantees must utilize CAREWare software or an authorized CAREWare interface by no later than April 01, 2025. Failure to do so will result in quarterly administrative findings requiring the Grantee to submit a Corrective Action Plan within 30 days. The quarterly export shall be submitted no later than the fifteenth (15th) day of the month following the end of each calendar year quarter. Data submitted after the 15th of the month due will result in an administrative finding requiring the Grantee to submit a Corrective Action Plan within 30 days.
- b. The Grantee shall complete and submit Annual Service Estimates using the State's REDCap application. The Annual Service Estimates will list the services to be provided, the projected number of clients to be served, and the projected units of service to be provided (as defined by the service category). Submissions are due April 30th of each Grant Year.
- c. The Grantee agrees to gather all the data elements required to complete the Ryan White Services Report (RSR) and shall be in the format described by the Health Resources and Services Administration Guidelines. A copy has been provided to the Grantee and is posted on the website www.ryanwhite.hrsa.gov and includes:
 - (1) the Grantee Report, which collects information about the services the provider was funded to provide;
 - (2) the Service Provider Report which captures services actually delivered on a contract-by-contract basis under each Ryan White HIV/AIDS Program Part; and
 - (3) the Client Report which captures the services received by each individual client.

The RSR shall be submitted electronically through the HRSA Electronic Handbook.

(<https://hab.hrsa.gov/program-grants-management/ryan-white-hiv-aids-program-services-report-rsr>).

The submission will be for the complete calendar year (January – December) and the due date is determined annually by HRSA and is typically the first week of March of each following calendar year.

- d. The Grantee shall complete and submit the Program Income Report (Attachment 2) quarterly. Program income is income earned as a result of the Federal award during the period of performance. Program Income includes but is not limited to 340B income, insurance collections, etc. as it relates to income generated from the RWPB program. Effective April 01, 2023, Grantees are required to report all 340B program income received as the result of an insurance premium paid by the Ryan White Part B program, regardless of the origination of the Grantee's 340 pharmacy approval. Failure to do so will result in quarterly administrative findings requiring the Grantee to submit a Corrective Action Plan within 30 days. Policy

Clarification 15-03 states that Ryan White programs must monitor and track program income earned by subrecipients. The Program Income report is due to the RWPB Program no later than the fifteenth (15th) day of the month following the end of each calendar year quarter. See 340B Definition at A.10.a.

- e. The Grantee shall complete and submit a monthly and annual Multi Budget Supplemental Form (Attachment 3). The Multi Budget Supplemental Form will list the expenditures in each priority area for services provided during the month. The monthly report is to be submitted with the INVOICE FOR REIMBURSEMENT and is due to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. The annual report is to be submitted to the State no later than April 15th of each year that the Grant Contract is effective. Failure to do so will result in quarterly administrative findings requiring the Grantee to submit a Corrective Action Plan within 30 days.
- A.7. Upon approval of this Grant Contract, the State will provide via email to the Grantee an invoice template in Excel format, herein is provided an example, that meets the requirements of Sections C.3. – C.5. Likewise, we will email a copy of Policy 007 and the Policy 007 Report template for the purposes of complying with Section C.9. The Grantee is required to use this template to create all invoice and Policy 007 report submissions. If the Grantee has not received the invoice and Policy 007 report templates within thirty (30) days of the contract approval, please contact contracts.hiv@tn.gov.
- A.8. **Mandatory Disclosures.** Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a federal award including the terms and conditions outlined in Appendix XII are required to report certain civil, criminal, or administrative proceeds to www.sam.gov. Failure to make required disclosures can result in any of the remedies described

in §75.371, including suspension or debarment. (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321). **Recipient integrity and performance matters.** If the total Federal share of the Federal award is more than \$500,000 over the period of performance, *Appendix XII to CFR Part 200* is applicable to this award.

A.9. Federal Government Audit. If the recipient is audited by HRSA and a repayment of federal funds is required based on the activities of the subrecipient, the subrecipient shall repay the State of Tennessee for the repayments and penalties. The subrecipient is responsible for all Ryan White Part B Program rules and requirements as outlined in the Public Health Service Act- Title XXVI, Policy Clarification #16-02, and Health Resources and Services Administration (HRSA) HIV/AIDS Bureau (HAB) National Monitoring Standards for Ryan White Part B Grantees: Program – Part B.

A.10. Grantee 340B Pharmacy.

a. A “340B Pharmacy” is a federally established drug price control program that permits qualifying providers, generally hospitals, specialty clinics and their associated outpatient facilities serving uninsured and low-income patients in rural communities, to purchase outpatient drugs from manufacturers at discounted prices. See §340B(a)(4) of the Public Health Services Act, 42 USC 256b.

b. As a subrecipient of the federal grant funding herein, as indicated on the FAIW Attachment, the Grantee may potentially obtain status for operating a pharmacy under Section 340(B)(a)(4) of the Public Health Service Act (340B Pharmacy Status). If the Grantee obtains 340B Pharmacy Status based upon the subgrantee status resulting from this Grant Contract, the Grantee understands that all income of the 340B Pharmacy is program income of this grant award. See: PCN 15-03; link below. The purpose of this grant is to supplement, not duplicate, 340B program income. Receipt of program income earned in one grant budget year, but received in a later year, may be utilized by the Grantee in the year received. See [pcn-15-03-program-income.pdf](#) (hrsa.gov). Program income that is reasonably determinable shall appear on the grant budget herein as a grantee program income contribution. Furthermore, such income shall be reported quarterly, pursuant to Grant Contract Section A.6.d above.

A.11. COVID-19 Vaccination Education Efforts – Through March 31, 2025, any caseworker whose position is funded fifty percent or more (50%) under this grant shall make a good faith effort to counsel, educate, and inform clients about COVID-19 vaccination.

Before starting COVID-19 vaccination educational efforts, the Grantee shall request permission from the client to engage in a series of COVID-19 discussion topics that may include the client’s vaccination status, household member’s vaccination status, and potential benefits of the COVID-19 vaccines. The Grantee shall inform the client that participating in these discussions is optional and has no bearing on benefits the client receives through the grantee or the Ryan White Program. The Grantee shall advise the client that, even after choosing to participate in COVID-19 discussions, the client may refuse to answer any question posed by a caseworker. After these conditions are met, the Grantee shall make a good faith effort to:

- a. Determine client’s COVID-19 vaccination status.
- b. Counsel, educate, and inform unvaccinated clients about COVID-19 vaccination.
- c. Facilitate COVID-19 vaccination appointments or walk-ins for vaccinations and additional doses recommended for persons living with HIV boosters for the client.
- d. Offer and assist, as needed, members of an unvaccinated client’s household to obtain a COVID-19 vaccination or booster in accordance with CDC recommendations.
- e. Ensure that vaccination efforts do not impede or materially diminish the overall Ryan White services offered or provided to any client.

- A.12. Mpox Vaccination Education Efforts – Through March 31, 2025, any caseworker whose position is funded fifty percent (50%) or more under this grant shall make a good faith effort to counsel, educate, and inform clients about Mpox vaccination.

Before starting Mpox vaccination educational efforts, the grantee shall request permission from the client to engage in a series of Mpox discussion topics that may include the client's vaccination status, household members' vaccination status, and potential benefits of the Mpox vaccine. The grantee shall inform the client that participating in these discussions is optional and has no bearing on benefits the client receives through the grantee or the Ryan White Program. The grantee shall advise the client that, even after choosing to participate in Mpox discussions, the client may refuse to answer any question posed by a caseworker. After these conditions are met, the grantee shall make a good faith effort to:

- a. Determine client's Mpox vaccination status.
- b. Counsel, educate, and inform unvaccinated clients about Mpox vaccination.
- c. Facilitate Mpox vaccination appointments or walk-ins for vaccinations and additional doses recommended for persons living with HIV.
- d. Offer and assist, as needed, members of an unvaccinated client's household to obtain a Mpox vaccination or booster in accordance with CDC recommendations.
- e. Ensure that vaccination efforts do not impede or materially diminish the overall Ryan White services offered or provided to any client.

- A.13. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;

- A.14. Incorporation of Federal Award Identification Worksheets. The federal award identification worksheets, which appear as Attachment 4, are incorporated in this Grant Contract.

- A.15. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

- A.16. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on April 1, 2025 ("Effective Date") and ending on March 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Fifty Thousand Eight Hundred dollars (\$150,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 5 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 6 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:

RW.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, CEDEP Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- (4) An invoice under this Grant Contract shall be presented to the State within Thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than Thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.(Attachment 7)
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to

terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Phadre Johnson, Director, Ryan White Part B
 Communicable and Environmental Diseases and Emergency Preparedness (CEDEP) Division
 4th Floor, Andrew Johnson Tower
 710 James Robertson
 Parkway Nashville,
 Tennessee 37243
 Email Address: Phadre.Johnson@tn.gov

Telephone #: (615) 532-6509

The Grantee:

Sabrina F. Novak, MS., Director
 Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403
 Email Address: Sabrinan@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 hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy

Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 8 to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. 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.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any

threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents, and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents, and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents, and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

- E.5. 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 Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>.

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

- E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.7. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the CDC and the Region 4 Office of the Environmental Protection Agency.
- E.8. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.9. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers:
93.917

E.10. **Information Technology Security Requirements (State Data, Audit, and Other Requirements).**

a. The Grantee shall protect State Data as follows:

- (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.
- (3) The Grantee and any Subcontractors used by the Grantee to host State data, including data center vendors, shall be subject to an annual engagement by a licensed CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Grantee services that are part of this Contract, including any processing or storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).
- (4) The Grantee must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Grantee must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Grantee to host or process State data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Grantee must share the SOC report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the SOC report or upon request from the State or the Comptroller of the Treasury. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Grantee must assist the State or Comptroller of the Treasury with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Grantee must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Grantee must require each of its Subcontractors, including data centers used by the Grantee to host State data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist the State or Comptroller of the Treasury with obtaining a

corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (5) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- (6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.
- (7) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (8) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

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

- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

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

- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
- i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident

1 hour
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity:

24 hours

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

E.11. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Contractor. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation. The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected. Each party shall bear its own expenses incurred while conducting the information technology controls audit.

IN WITNESS WHEREOF,

HAMILTON COUNTY HEALTH DEPARTMENT:

Sonia Calvin *4/22/2025*

SONIA CALVIN, INTERIM ADMINISTRATOR **DATE**

HAMILTON COUNTY GOVERNMENT:

WESTON WAMP, COUNTY MAYOR **DATE**

TENNESSEE DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER **DATE**

Attachment 1

**Ryan White Part B
Program**

Standards of Care

**Ryan White Part B Program
Andrew Johnson Tower, 6th Floor
710 James Robertson Parkway
Nashville, TN 37243**



REVISIONS

This document may be revised or updated periodically. The table below will show the history of such revisions. Prior versions of this document are not to be used. All revisions are conducted by the Standards of Care Committee and approved by the Ryan White Part B Director.

Revised Section	Revision Description	Released	Page
Non-Medical Case Manager Section	Changed the Staff Requirement, see Case Manager Manual	1-Jan-22	Page 44
Medical Transportation	Added Rideshare as a Resource	1-Jan-22	Page 38
Emergency Financial Assistance (EFA)	<ul style="list-style-type: none"> - Added Gas/Propane to the List of Authorized Utilities; - Removed the 21 Weeks of Support Limitation per year for EFA support. 	1-Jan-22	Page 22
Notes	Added Note 7 – Clarifying that Ryan White Part B (RWPB) is the payor of last resort	1-Jan-22	Page 65
Outpatient/Ambulatory Care	<ul style="list-style-type: none"> - Updated Hepatitis B testing guidelines; - Removed the “Toxoplasmosis serology test” as a required test during Intake and screening. - Added Covid-19 screening and vaccination 	1-Jan 22	Page 48
Oral Health Care	New Program Guidance	1-Jan-22	Page 46
Early Intervention Services	#5 is a note and not a number	1-June-23	Page 19
Food Vouchers	Removed limited to \$30 per week and added limited up to \$100 per month	1-June-23	Page 25
Oral Health Care	Added #2 under Standard	1-June 23	Page 46
Hepatitis B	Added new guidance and testing for Hepatitis B and removed old Hepatitis B testing guidelines	1-June-23	Page 51
Depression Screening	Updated clinical guidelines	1-June-23	Page 53
Doxy PEP	CDC Clinical Guidelines	6-June -24	Page 54

Table of Contents for Universal Standards

Section 1	General	Page 4
Section 2	Confidentiality	Page 4
Section 3	Client Rights and Responsibilities	Page 5
Section 4	Client Input	Page 6
Section 5	Client Education	Page 6
Section 6	Culturally Appropriate Services	Page 6
Section 7	Eligibility	Page 7
Section 8	Intake and Screening	Page 9
Section 9	Assessment	Page 9
Section 10	Plan of Care	Page 9
Section 11	Monitoring	Page 10
Section 12	Re-Assessment	Page 10
Section 13	Discharge (Termination of Services)	Page 10
Section 14	Record Keeping (Documentation)	Page 11
Section 15	Client Complaint & Grievance	Page 11
Section 16	Staff and Staff Requirements	Page 12
Section 17	Referral	Page 12
Section 18	Operations and Facilities	Page 12
Section 19	Quality Management	Page 13

Universal Standards of Care

These standards are to be used as minimum requirements for all subcontractors of the Ryan White Part B. The Ryan White Part B Grantee and/or staff of the Lead Agency will review agency documentation to ensure that these standards are being met.

HIV/AIDS Bureau, Division of metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal Program Requirements can be found at the below link:

<https://hab.hrsa.gov/sites/default/files/hab/Global/universalmonitoringpartab.pdf>

Section 1: General

1. Every client is treated with respect, dignity, and compassion.
2. Promote client autonomy and informed participation in care.
3. Subcontractors/providers demonstrate a willingness to provide services to all affected communities.
4. Subcontractors/providers demonstrate cultural sensitivity, must have a written plan for providing language translation services, and assistance for clients who are visually or hearing impaired, when necessary.
5. Subcontractors/Providers coordinate services with collateral care providers to ensure efficient service delivery and optimal client services and avoid duplication of services, as appropriate.
6. Involve the client's caregivers, as appropriate and with client consent, in supporting client's optimal well-being.
7. Within existing resources, ensure that services are available and accessible to all individuals in need of and eligible for services.
8. Provider is licensed and accredited by appropriate local, state and/or federal agencies if applicable.
9. Offer services in a safe, timely, reliable, and cost-efficient manner.
10. Maintain a file documenting activity for the promotion of HIV services to low-income individuals.

Section 2: Confidentiality

1. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable local, state and federal law.
2. Subcontractor/provider has in place a policy addressing client confidentiality. Clients are informed of this policy and confirm their understanding of the policy.
3. Subcontractor/provider will have a system of safeguarding client information (written, verbal, electronic).
4. The provider shall have an "Authorization for the Release of Confidential Information" form, signed by the client prior to the release of any information about the client, as required by state and federal laws including but not limited to the Health Insurance Portability and Accountability Act.

*The U.S. Department of Health and Human Services (HHS) issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Privacy Rule addresses the use and disclosure of individuals' health information - called "protected health information" by organizations subject to the Privacy Rule – called "covered entities." The rule also ensures that individuals understand and control how their health information is used. *

Section 3: Client Rights and Responsibilities

1. The subcontractor/provider shall inform all clients of their rights, obligations, and realistic expectations of service.
2. No client shall be discriminated against with regard to race, color, religion, age, gender, gender identity, marital status, political affiliation, national origin, sexual orientation, or disability.
3. The subcontractor/provider shall have a formal complaint procedure. Clients are informed of this policy and confirm their understanding of the policy. The policy must be posted in a public area.
4. The subcontractor/provider has written policy and procedures to ensure that any incidents of abuse, neglect, or exploitation of clients by a subcontractor/provider are reported to the proper authorities.
5. Each agency will have a policy that protects the rights and outlines the responsibilities of the clients and the agency.
6. All clients have the right to be treated respectfully by staff, and the client's decisions and needs should drive services.

7. Agencies must develop a written Client Rights and Responsibilities Statement that is reviewed with each client, signed by the client, maintained in the client's record and a copy provided to the client during the intake or assessment process annually.
8. The Client Rights and Responsibilities should be posted in an area accessible to the public.

Section 4: Client Input

1. A client survey must be conducted on a yearly basis, including a measure of satisfaction.
2. An ongoing mechanism for client input must be maintained (e.g., suggestion box).
3. Subcontractors/providers must ensure input from consumers (and, as appropriate, caregivers) in service design and delivery through a mechanism chosen by the agency.
4. There must be evidence that the results of customer input, if applicable, has been incorporated into the subcontractor/provider's plans and objectives.
5. The subcontractor/agency will have a procedure for internal review and evaluation of Continuous Quality Improvement processes.

Section 5: Client Education

The subcontractor/provider shall have an agency plan for each funded service for conducting client education, including:

1. Education on HIV disease
Ryan White Services
2. HIV transmission and Prevention Services
3. The role and importance of HIV and primary medical care (including assessment of whether the person has seen their HIV medical doctor according to the latest guidelines established by the Public Health Service and/or Health Resources & Services Administration/HIV/AIDS Bureau (HRSA/HAB))
4. Medications (including assessment of medication adherence) and oral health
5. Ensure all providers are educated regarding RW, Prevention, and PrEP services.

Section 6: Culturally Appropriate Services

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

1. Provider services should allow access to care (services, information, materials) in a manner that factors in the language needs, health literacy, culture and diversity of the populations served
2. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.
3. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
4. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
5. Approved language line or certified/trained staff personnel must provide language assistance
6. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. *

** Standards are from National Standards for Culturally and Linguistically Appropriate Services (CLAS)*

Section 7: Eligibility

Ryan White Part B Eligibility

1. Providers must document that clients receiving services are eligible for Ryan White Part B:
 - Have a diagnosis of HIV/AIDS
 - Have a household income, which does not exceed the percentage of the Federal Poverty Level as determined by the Ryan White Part B program
 - Is a resident of Tennessee
2. There must be documentation that clients have been properly screened for other service resources as appropriate to verify that Ryan White is payer of last resort, e.g., 3rd Party Insurance, Food Stamps, etc.
3. There must be a written policy to ensure veterans receiving Veterans Administration (VA) health benefits are classified as uninsured exempting them from the payer of last resort requirement. This includes being eligible for prescription drugs.
4. Documentation of Ryan White eligibility complies with TDH requirements

and must be updated annually.

5. When presenting for services, client will be informed of the eligibility requirements for services, either in writing or verbally, in a manner that he or she is able to understand.
6. Services are made available to any individual who meets program eligibility requirements subject to the availability of funding. Clients cannot be denied services due to pre-existing conditions.
7. If applicable, reason for program ineligibility must be documented in the client's record.
8. Service providers/agencies must have written eligibility policy/standards, consistent with the eligibility requirements of the funding source(s) in the service area.
9. Affected individuals (people not identified with HIV) may be eligible for services in limited situations, but these services for affected individuals must always benefit people living with HIV. Services may be provided to individuals affected with HIV only in the circumstances described below.
 - The service has as its primary purpose enabling the affected individual to participate in the care of someone with HIV or AIDS. Examples include caregiver training for in-home medical or support service; psychosocial support services, such as caregiver support groups; and/or respite care services that assist affected individuals with the stresses of providing daily care for someone who is living with HIV.
 - The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care.
 - The service promotes family stability for coping with the unique challenges posed by HIV.
 - Services to non-infected clients that meet these criteria may not continue subsequent to the death of the HIV-infected family member.
10. Where applicable, additional eligibility for each specific service must be complied with beyond Universal Standards.

Note: In instances where the person served is a person affected by HIV, such as caregivers, partners, family and friends, verification of HIV status of the infected person is required when available.

Section 8: Intake and Screening

1. Each client must participate in an initial intake and screening procedure. The purpose of the intake and screening will be to assist in obtaining client baseline data to be used in determining eligibility and potential needs.
2. Additional Ryan White Part B Elements required:
 - Date of intake
 - Ryan White demographic and statistical information as defined by the Part B Program
 - HIV /AIDS diagnosis and if appropriate, other medical diagnosis
 - Insurance Information
 - Method of payment for services
 - Client or guardian signature of authorization*

Section 9: Assessment

After each client is determined eligible for the service, individual client needs for this service must be assessed prior to the initiation of the service. The assessment must include gathering information specific to this service including client stated need, reasons for need, relevant history, client resources and access to alternative resources.

- Identifying client's goals, strengths, and challenges
- Psychosocial
- Medical History/Physical Health
- Financial Resources
- Services Needs
- Religious
- Educational
- Social functioning

Section 10: Plan of Care

1. A written Plan of Care must be developed prior to service delivery and with the participation and agreement of the client or guardian. The purpose of the plan is to turn the assessment into a workable plan of action. The client must be allowed to have an active role in determining the direction of the delivery of services. As appropriate, the plan may also serve as a vehicle for linking clients to one or more needed services. The plan must be realistic and attainable.
 - Basing plan of care on meaningful assessments and shall have specific, attainable, measurable objectives.

2. Additional elements required:

- Where applicable, document coordination and follow up of medical treatment.
- A client may disagree with the identification of any or all problems, goals and/or action steps. In such cases the client chart (written plan and/or progress notes) should reflect the refusal, reasons, and client signature.

Section 11: Monitoring

1. Monitoring is an ongoing process related to the assessment and planning sections above. The purpose of this stage is to observe the progress of the plan of care in order to make revisions to improve the effectiveness of services rendered.

2. Additional Part B elements required:

- The client must be instructed to notify designated service staff of any change in status or if any problems are found with the services provided
- Monitored information must be documented to aid in the client re-assessment (If applicable, provide the rationale(s) for client non-compliance in the plan.)

Section 12: Re-Assessment

Re-assessment is an on-going process that may occur throughout the process of receiving services. Every year, the client must complete a re-assessment including enrollment and eligibility, formal assessment of the client's need for services and review/update of the plan of care. The purpose of the re-assessment is to address the issues noted during the monitoring phase.

Section 13: Discharge (Termination of services)

1. The objective of discharge is to ensure a smooth and systematic transition for:

- a client no longer needing services
- a client assessed as ineligible for the service
- to assist provider agencies to monitor caseloads more easily.

The process includes a discharge or case closure summary in the client's record. The discharge/case closure documentation will include a reason for discharge and a transition plan to other services or other provider services is applicable. Discharge may be initiated by the client or service staff.

2. Essential elements include:

- Conditions which result in a client's discharge/termination from services may include:
 - Attainment of goals.
 - Non-compliance with stipulations of written plan.

- Change in status which results in program ineligibility.
- Client desire to terminate services.
- If a client's actions put agency personnel or others at risk.
- Client has the right to an appeal process when services are terminated as per the agency's written Grievance Policy.
- Client must be provided information regarding transfer to an outside agency.

Section 14: Record Keeping (Documentation)

1. Providers must collect client level data per HRSA Ryan White Services Report (RSR) reporting requirements.
2. Client records must be maintained in an orderly manner. The purpose of this requirement is to ensure the availability of a systematic account of the client's case file. All case files must be maintained in the method approved by the agency and must outline the course of the coordinated set of services. An orderly form of record keeping should allow for rudimentary case review as well as participation in program evaluation.
 - Documentation shall be recorded on paper or electronically
 - Documentation shall be prepared, completed, secured, maintained, and disclosed in accordance with regulatory, legislative, statutory, and organizational requirements.
 - **In accordance with TDH policy, records should be kept for five years or in accordance with agency policy if it is longer than five years.**

Section 15: Client Complaint & Grievance

1. The subcontractor/provider must have a formal complaint and grievance procedure. Clients are informed of policy and procedures during initial intake, reviewed periodically as needed, and shall confirm their understanding of the policy.
2. The grievance procedure must include:
 - Staff responsible
 - Required documentation
 - Review process
 - Time frames
 - Maintenance of confidentiality
 - Process for advising consumer and staff of outcome
 - Appeals process
3. Provider complaint and grievance policy must be posted in publicly accessible areas.

Section 16: Staff Requirements

1. Staff receives annual training and is knowledgeable regarding HIV/AIDS and the affected community, see **Case Management Manual** for list of trainings.
2. Staff members have a clear understanding of their job description and responsibilities.
3. The staff shall be appropriately certified or licensed as required by the state or local government for the provision of services and shall abide by ethical standards as outlined by their respective professional associations.
4. There are written personnel and agency policies, including a formal complaint procedure for staff.
5. A job performance evaluation is conducted annually for each Ryan White Part B funded position.
6. Agency must document that staff have required education and experience to perform their respective job duties.

Section 17: Referral

1. Subcontractors/providers demonstrate comprehensive knowledge of the community resource network of related health and social services organizations to ensure referrals to a wide-base of HIV-related services.
2. A current list of provider agencies that provide services by referral is maintained and updated.
3. Subcontractors/providers make appropriate referrals to collateral services when clients have additional service needs beyond the scope of Part B services.
4. Provision of all Ryan White Part B funded services and referrals are documented.
5. A client must be informed of service provider options and given an opportunity to choose providers within funded providers.

Section 18: Operations and Facilities

1. Subcontractor/provider demonstrates compliance with physical and programmatic accessibility requirements designated by the Americans with Disabilities Act (ADA).
2. Facility meets the applicable Occupational Safety and Health Administration (OSHA) requirements.
3. Service delivery hours should accommodate target populations and the facility must be accessible by public transportation or provide for transportation assistance and have procedures in place for after hours and/or emergencies.

4. The facility must develop written client material that describes available services and eligibility requirements.
5. The subcontractor/provider shall maintain a safe environment for provision of services. This shall include adopting a written policy about the agency's right to refuse services to clients who:
 - Threaten physical abuse to staff or other clients
 - Are being verbally or physically abusive of /to staff or other clients
 - Engage in sexual harassment of staff or other clients
 - Possess illegal substances or weapons while accessing services

Section 19: Quality Management

Providers must develop a quality management/improvement plan in accordance with Part B requirements, including a procedure for internal review and evaluation.

STANDARDS OF CARE

Overview:

The Standards of Care are developed by the Standards of Care (SOC) Committee which is comprised of members from each* Part B regional consortia/planning group area. These standards are to be used as minimum requirements for all subcontractors of the Ryan White Part B Program. The Ryan White Part B Grantee and/or staff of the Lead Agency monitor agencies to ensure that these standards are being met.

Purpose of SOC:

To set minimum standards for provision of care for persons receiving Ryan White services. These standards are set as the key activities for each service that when followed, provide quality services. Quality services support a person's ability to engage and adhere to HIV medical treatment protocols and address social barriers that impede a person's ability to adhere to care.

Standards beyond the minimal are critical to excellent care and are contained in professional standards of care, generally accepted principles of health care provision, research-based practices of care, etc. It is expected that Ryan White Part B providers are familiar with these standards and incorporate them into their practice.

***Ryan White HIV/AIDS Program Services: Eligible Individuals and Allowable Uses of Funds Policy Clarification Notice #16-02 (Revised December 2016)**

https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf

Relationship to Monitoring and Technical Assistance:

Providers will be monitored for compliance with these standards. A "monitoring tool" will be used by the Grantee and/or Lead Agency to carry out the monitoring; this tool will reflect the elements of these Standards of Care. After monitoring is completed, if significant non-compliance with standards OR professional standards of care are noted, the provider will be offered training and/or technical assistance

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

and complete a corrective action plan.

*Note on Units of Service: Units of service are set by the Grantee office, not the Standards of Care. *

***HIV/AIDS Bureau, Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part B Grantees: Program – Part B**

<https://hab.hrsa.gov/sites/default/files/hab/Global/programmonitoringpartb.pdf>

Table of Contents for Service Areas

AIDS Drug Assistance Program Treatments (ADAP)	Page 17
Early Intervention Services (EIS)	Page 18
Emergency Financial Assistance (EFA)	Page 22
Food Bank/Home Delivered Meals	Page 23
Health Insurance Premiums	Page 26
Housing	Page 28
Linguistics	Page 30
Medical Case Management (MCM)	Page 31
Medical Nutrition Therapy	Page 34
Medical Transportation	Page 37
Mental Health Services	Page 41
Non-Medical Case Management (NMCM)	Page 44
Oral Health Services	Page 46
Outpatient/Ambulatory Care	Page 48
Outreach Services	Page 57
Psychosocial Support Services	Page 59
Referral for Health Care and Support Services	Page 62
Substance Abuse Outpatient Care	Page 63
Notes	Page 65
Emergency Protocol	Page 66

AIDS Drug Assistance Program (ADAP)

HRSA Definition: The AIDS Drug Assistance Program (ADAP) is a state-administered program authorized under Part B of the RWHAP to provide Food and Drug Administration (FDA) -approved medications to low-income clients with HIV disease who have no coverage or limited health care coverage. ADAPs may also use program funds to purchase health insurance for eligible clients and for services that enhance access to, adherence to, and monitoring of antiretroviral therapy. ADAP recipients must assess and compare the aggregate cost of paying for the health insurance option versus paying for the full cost for medications and other appropriate HIV outpatient/ambulatory health services to ensure that purchasing health insurance is cost effective in the aggregate. Eligible ADAP clients must be living with HIV and meet income and other eligibility criteria as established by the state.

Part B requirement: N/A

STANDARD
Eligibility: Universal Standards apply.
Additionally: Total amount of assistance for any one client will be based on need, financial status, and eligibility for other public benefit programs.
Intake and Screening: Universal Standards apply.
Assessment: Universal Standards apply.
Plan of Care: N/A
Monitoring: N/A
Reassessment: N/A
Discharge/Termination: N/A
Documentation: Universal Standards apply. Additionally: Medication formulary must include pharmaceutical agents from all the classes approved in HHS Clinical Practice Guidelines for use of Antiretroviral Agents in HIV-1 infected adults and adolescents and meets the minimum requirements from all approved classes of medications according to HHS treatment guidelines.
Staff Requirements: Universal Standards apply.

Early Intervention Services (EIS)

HRSA Definition: Early intervention services (EIS) includes counseling individuals with respect to HIV/AIDS; referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures. HIV education, including risk prevention and adherence counseling are a part of every patient encounter. EIS:

1. Assists clients with linkage to and follow-up on participation in out-patient HIV medical care (primary focus); In order to address barriers to care, assists clients in linkage to and follow up on participation in other Ryan White core medical services (e.g., oral health, home health, hospice, ADAP, other prescription assistance, insurance assistance, mental health, substance abuse, medical case management and nutritional counseling), other Ryan White support services; and other non-Ryan White community services;
2. Develops formal relationships with “Points of Entry” and informal relationships with other community “contacts” who are engaged in the provision of HIV testing. Points of Entry are those entities that have identified at least three (3) HIV+ cases in the last year and entities with a significant number of persons who have dropped out of HIV medical care as determined by the Part B Grantee.
3. Emphasizes patient “engagement” in HIV medical care, with a focus on reducing barriers to engaging in care and service. EIS is a transition service that connects persons to Medical Case Management services. EIS is located in HIV medical settings or in community settings where formal linkages with these HIV medical settings exist. Treatment engagement includes but is not limited to the following activities:
 - Determines current status of linkage to medical care in general and HIV medical care, including determining readiness for engaging in care;
 - Teach and support self-management and health literacy;
 - Educate and/or reinforce the importance of consistently maintaining HIV medical care; and
 - Education with regard to HIV prevention, transmission, safer sex, risk factors and risk behavior management.

Part B requirement: EIS services must include the following four components:

1. Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV- infected recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts
HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources.
2. Referral services to improve HIV care and treatment services at key points of entry.
3. Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care.
4. Outreach Services and Health Education/Risk Reduction related to HIV Diagnosis

Note: At this time testing (including tests to confirm the presence of the disease, tests to diagnose the extent of immune deficiency, tests to provide information on appropriate therapeutic measures) is not covered under EIS as the State has adequate testing resources.

STANDARD

Eligibility: Universal Standards apply. Additionally:

1. Must follow TDH requirements regarding Ryan White service eligibility process.
2. The agency must check the TDH Eligibility Database to ensure that the client does not currently have an existing Ryan White CM or MCM (Ryan White requires one primary case manager per client.)
3. EIS services are specifically designed to be provided to:
 - HIV+ persons who have been “lost to care” (out of HIV outpatient medical care for one year or greater); or
 - HIV+ persons who have been out of HIV medical care for at least six (6) months with documented clinical risk factors of high viral load, low T-cell count, acute opportunistic infection, co-morbidity of acute/chronic illness that impact HIV health or persistent psychosocial circumstances; or

- Person Living with HIV/AIDS (PLWHA) who are in medical care, but have identified issues that adversely impact retention in care; or
- HIV+ women who are pregnant; or
- HIV+ persons or are currently scheduled to be released from incarceration and will be released within 180 days and have documented significant clinical issues that negatively impact ability to engage in HIV medical care: or
- HIV+ persons who are newly diagnosed

Intake and Universal Standards apply.

Assessment: Universal Standards apply.

Additionally: In each area there is focus on identifying the specific barriers the client/patient has or may experience in accessing medical care, remaining in care and/or adhering to medical treatments.

Plan of Care: Universal Standards apply.

Additionally: A written plan of care must be developed with the participation and agreement of the client or guardian.

Monitoring: Universal Standards apply.

Additionally: The needs and status of the client will be reassessed every 6 months in a face-to-face encounter. A phone call follow up is required at least quarterly.

Reassessment: Universal Standards apply.

Additionally:

Each client must be reassessed annually or as the need arises.

Discharge/Termination: Universal Standards apply.

Documentation: Universal Standards apply.

Additionally: Category under which client qualifies for EIS (e.g., lost to care) must be documented.

Documentation is required for:

1. Referrals for health care and supportive services;
2. Referrals from key points of entry;

3. Linkage to care;
4. Training sessions to help clients understand and navigate HIV system of care.

Staff Requirements: Universal Standards apply.

Additionally:

1. Minimum Education/Experience requirements:
All EIS Specialists hired by subcontractor/provider agencies that are funded in whole or part to provide EIS services with Ryan White Part B funds must possess at a minimum a high school (HS) diploma or General Education Diploma (GED).
2. Supervision:
 - Supervision of EIS Services must be provided by an MSW to ensure that both medical and psychosocial clinical processes are appropriately addressed.
 - MSW Supervisor - Supervisor will demonstrate efforts to ensure quality management of care through consultation and/or training of staff. Supervision will address issues of client care (e.g., boundaries and appropriate interactions with clients), case manager job performance, and skill development (e.g., record keeping. Supervision must occur a minimum of 2 hours per month for a total of 24 hours per year in either a group or individual setting.
3. Training: EIS specialists and their supervisors must have opportunities to participate in relevant annual training for at least five hours per year.

**In some case a waiver may be obtained, please see Notes at the end of this document.*

Additional Requirements:

1. Establish Memoranda of Understanding (MOUs) with key points of entry into care to facilitate access to care for those who test positive.
2. Document provision of all four required EIS service components, with Part B or other funding.
3. Document the number of referrals for health care and supportive services.
4. Document referrals from key points of entry to EIS programs.
5. Document training and education sessions designed to help individuals navigate and understand the HIV system of care.

6. Establish linkage agreements with testing sites where Part B is not funding testing but is funding referral and access to care, education, and system navigation services.
7. Obtain written approval from the grantee to provide EIS services in points of entry not included in original scope of work.
8. Health education and literacy training is provided that enables clients to navigate the HIV system.
9. EIS is provided at or in coordination with documented key points of entry.
10. EIS services are coordinated with HIV prevention efforts and programs.

Emergency Financial Assistance (EFA)

HRSA Definition: Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

Part B requirement: This service includes the provision of short-term emergency financial assistance to clients with HIV/AIDS for utilities (gas, electricity, water and sewer, Gas/Propane Tank). Short term emergency financial assistance is defined as necessary for the client to a) gain or maintain access to medical care, adherence to medical care/treatments and/or wellness and b) address financial need that arises from high and/or unexpected medical costs.

STANDARD
<p>Eligibility: Universal Standards apply. Additionally:</p> <ol style="list-style-type: none"> 1. The client's name must be on the bill and/or account. 2. Total amount of assistance for any one client will be based on clinical need, financial status, and eligibility for other public benefit programs and is limited to a \$500 dollar amount cap.
<p>Intake and Screening: Universal Standards apply.</p>
<p>Assessment: Universal Standards apply.</p>
<p>Plan of Care: N/A</p>
<p>Monitoring: N/A</p>

Tennessee Department of Health
 Communicable & Environmental Diseases & Emergency Preparedness
 HIV/STD/Viral Hepatitis Program
 Ryan White Part B Program

Reassessment: N/A
Discharge/Termination: N/A
Documentation: Universal Standards apply.
Additionally: A record of services documenting service recipients' eligibility and need for EFA, specific utility paid for and cost must be maintained.
Staff Requirements: Universal Standards apply.
Additional Requirements: <ol style="list-style-type: none"> 1. The payment must be made directly to vendors based on need and actual bill. 2. Demonstrate coordination with other area emergency financial assistance resources to avoid duplication of services. 3. Direct cash payments to clients are prohibited and the client's name must be on the bill and/or account. General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.

Food Bank/Home Delivered Meals

HRSA Definition: Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following: personal hygiene products, household cleaning supplies, and water filtration/purification systems in communities where issues of water safety exist.

Part B requirement: Food Bank/Home Delivered Meals is to provide the nutrition and personal hygiene items to enhance a person's health status. Services fund the provision of:

- **Food Bank.** A food bank is a central distribution center within an agency's catchment area or home delivery providing groceries for indigent clients with HIV/AIDS and their families.
- **Food Vouchers.** This service provides certificates or cards, which may be

exchanged for food a cooperating supermarket, or meals at clinics or social service agencies.

- Home Delivered Meals.** This service provides nutritionally balanced home delivered meals for clients with HIV/AIDS who are indigent, disabled, or homebound, and/or who cannot shop for or prepare (or have others to shop and prepare) their own food. This includes the provision of frozen and hot meals.
- Non-Food Products.** This service provides reimbursement for the cost of non-food products, such as personal hygiene products, to be provided to eligible individuals through food and commodity distribution programs. Ryan White Part B funds may not be used for household appliances, household products, car care products, pet foods or products, or baby care items (e.g., diapers, formula, layette items, etc.), or for the purchase of clothing. Personal care kits must be provided from the agency’s central distribution center.

STANDARD
Eligibility: Universal Standards apply.
<p>Additionally:</p> <ol style="list-style-type: none"> Providers must document that those clients receiving services have been properly screened and/or referred for other community resources as appropriate by the primary case manager.
Intake and Screening: Universal Standards apply.
Additionally: Completed by Case Managers
Assessment: Universal Standards apply.
Plan of Care: N/A
Monitoring: N/A
Reassessment: N/A
Discharge: N/A

Documentation: Universal Standards apply.

Additionally: A record of services provided documenting service recipients; eligibility and need for food and specific service and amount provided must be maintained.

Staff Requirements: Universal Standards apply.

Additional Requirements:

1. Direct cash payments to clients are prohibited. General-use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.
2. Facilitate or arrange at least quarterly nutrition education for recipients to increase nutrition/food management and preparation skills.
3. **Food Bank:** The provision of this service will be limited to \$30 worth of groceries per week. Households with more than one client with HIV/AIDS will be entitled to \$30 per adult member with HIV/AIDS. Families with minors (under the age of 18) will be entitled to provisions based on family size. Providers must specify criteria processes and procedures utilized to determine allotment provided for dependents, which should take into account factors such as age, special nutritional needs, etc. Providers must demonstrate their capacity to provide foods suited to special client needs.
4. **Food Vouchers:** Provision of food vouchers for any one client is limited up to \$100 per month and \$500 per year. Clients with HIV/AIDS with dependent children (under 18 years of age) are eligible for an additional \$25 per month in food vouchers for each dependent child, up to an additional \$500 per year for a household/family with dependent children.
5. Providers must ensure vouchers are utilized for appropriate purchases and cannot be used for tobacco and/or alcohol products.
6. **Home Delivered Meals:** Providers must demonstrate their capacity to provide nutritious food suited to special client needs. Providers will be required to demonstrate that they will adhere to generally accepted nutritional standards for provision of meals to persons with HIV/AIDS.

Providers responsible for the preparation of meals will be required to adhere to state and/or local health department regulations for the preparation of food.

7. **Non-Food Products:** The provision of this service will be limited to \$20 per kit twice a year per client. Clients with dependent children (under 18 years of age) are eligible for an additional \$15 in kit items.
8. Provider must maintain compliance with all federal, state, and local laws regarding provision of food bank, home-delivered meals and food voucher programs, including any required licensure and/or certification. (HAB 2013)
9. Any purchase of water filtration system(s) must be pre-approved by the Lead Agency and TDH and provide written justification for need. Funds may not be used to purchase clothing.

Health Insurance Premium & Cost-Sharing Assistance

HRSA Definition: Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program. To use RWHAP funds for health insurance premium and cost-sharing assistance, a RWHAP Part B recipient must implement a methodology that incorporates the following requirements:

- RWHAP Part B recipients must ensure that clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services.
- RWHAP Part B recipients must assess and compare the aggregate cost of paying for the health coverage option versus paying for the aggregate full cost for medications and other appropriate HIV outpatient/ambulatory health services and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective.

The service provision consists of either or both of the following:

- Paying health insurance premiums to provide comprehensive HIV. Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients.
- Paying cost-sharing on behalf of the client.

Part B requirement: N/A

STANDARD
Eligibility: Universal Standards apply.
Intake and Screening: Universal Standards apply.
Assessment: Universal Standards apply.
Plan of Care: N/A
Monitoring: N/A
Reassessment: N/A
Discharge: N/A
Documentation: Universal Standards apply.

<p>Additionally:</p> <ol style="list-style-type: none"> 1. Documentation of an annual cost-benefit analysis illustrating the greater benefit in purchasing public or private health insurance, pharmacy benefits, co-pays and or deductibles to lower the costs of having the client in the ADAP program. 2. Where funds are covering premiums, documentation that the insurance plan purchased provides comprehensive primary care and a full range of HIV medications. 3. Where funds are used to cover co-pays for prescription eyewear, documentation including a physician’s written statement that the eye condition is related to HIV infection. 4. Assurance that any cost associated with the creation, capitalization, or administration of a liability risk pool is not being funded by Ryan White. 5. Ryan White Part B cannot pay for emergency room and inpatient copays and deductibles. <p>Staff Requirements: Universal Standards apply.</p>
--

Housing

HRSA Definition: Housing services provide limited short-term assistance to support emergency, temporary, or transitional housing to enable a client or family to gain or maintain outpatient/ambulatory health services. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with these services. Housing services are transitional in nature and for the purposes of moving or maintaining a client or family in a long-term, stable living situation. Therefore, such assistance cannot be provided on a permanent basis and must be accompanied by a strategy to identify, relocate, and/or ensure the client or family is moved to, or capable of maintaining, a long-term, stable living situation. Eligible housing can include housing that provides some type of medical or supportive services (such as residential substance use disorder services or mental health services, residential foster care, or assisted living residential services) and housing that does not provide direct medical or supportive services but is essential for a client or family to gain or maintain access to and compliance with HIV-related outpatient/ambulatory health services and treatment.

Part B requirement: Services provided must comply with Ryan White Housing Assistance Program

STANDARD
<p>Eligibility: Universal Standards apply.</p> <p>Additionally:</p> <ol style="list-style-type: none"> 1. The necessity of housing services for the purposes of gaining or maintain access to HIV medical care and treatment must be documented in writing by a case manager/care manager/medical care manager. 2. A person must be ineligible for or have exhausted Housing Opportunities for People with AIDS (HOPWA) funds in order to be eligible for this service. 3. Unless approved by a supervisor and the Plan of Care documents activities to make housing cost meet the following standard (e.g., new employment, move to more affordable housing), a person's monthly rent must be less than 50% of their gross family/individual income in order to be eligible for this service. If housing costs are more than 50% of their gross income, client must provide documentation of what their income is used to pay.

Tennessee Department of Health
 Communicable & Environmental Diseases & Emergency Preparedness
 HIV/STD/Viral Hepatitis Program
 Ryan White Part B Program

4. A person must have the legal right to reside in the housing unit
5. Housing environment must be in compliance with all applicable local and state housing codes and must meet HUD's habitability standards (24 CFR 574.310(b)(2)).

Intake and Screening: Universal Standards apply.

Assessment: Universal Standards apply.

Additionally: The assessment must include:

1. Emergency rental assistance needs;
2. Evaluation and documentation of the client's contribution, financial and otherwise, toward addressing and solving his/her housing problems;
3. Other factors that may qualify or disqualify the client from certain types of housing programs and services.

Plan of Care: Universal Standards apply.

Additionally: Must include a housing component, that includes:

1. a strategy to ensure progress towards long-term stable housing and moving from assistance to self-sufficiency, including a strategy for identifying a funding source for long term housing.
2. ensures that consumers are receiving assistance to help develop skills that will enable them to attain and maintain permanent housing (e.g., budget management);
3. identifies strategies to avoid a housing emergency or crisis from developing in the future.

Monitoring: Universal Standards apply.

Reassessment: Universal Standards apply.

Discharge: Universal Standards apply.

Documentation: Universal Standards apply.

Additionally:

1. Documentation of current rent and lease agreement.
2. A record of services provided documenting service recipients, eligibility, amount, and duration of payment must be maintained.
3. Documentation of client's utilization of Ryan White funding (Part A & B) for housing services must be maintained in order to comply with HRSA's recommendation regarding the limit of twenty-four (24) months

cumulative lifetime period of eligibility. Therefore, providers must comply with the requirements specified by the funding source.

Staff Requirements: Must comply with staff requirements specified in Part B Case Management/ Medical Case Management Standards of Care. Staff must also possess knowledge of local, state, and federal housing programs and how to access these programs.

Additional Requirements:

1. Must demonstrate coordination with other area emergency financial assistance and housing provider programs in order to avoid duplication of services.
2. Must ensure that case managers maintain current information about other housing resources in the area including but not limited to HOPWA housing.
3. Must ensure that staff is knowledgeable about the role of housing and case management interventions in improving HIV health care outcomes.
4. Direct cash payments to clients or family members are prohibited and funds cannot be used for mortgage payments. General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.
5. No person can receive more than a lifetime twenty-four (24) cumulative months of housing service from Ryan White funds.

Linguistic Services

HRSA Definition: Linguistic Services provide interpretation and translation services, both oral and written, to eligible clients. These services must be provided by qualified linguistic services providers as a component of HIV service delivery between the healthcare provider and the client. These services are to be provided when such services are necessary to facilitate communication between the provider and client and/or support delivery of RWHAP-eligible services.

Part B requirement: Services provided must comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS).

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

STANDARD
Eligibility: Universal Standards apply
Intake and Screening: Universal Standards apply
Assessment: Universal Standards apply
Plan of Care: N/A
Monitoring: N/A
Reassessment: N/A
Discharge: N/A
Documentation: Universal Standards apply. <i>Additionally:</i> <ol style="list-style-type: none"> 1. A record of services provided documenting Linguistic services are being provided as a component of HIV service delivery between the provider and the client, to facilitate communication between the client and provider and the delivery of Ryan White-eligible services in both group and individual settings. 2. Document the provision of linguistic services, including: <ul style="list-style-type: none"> • Number and types of providers requesting and receiving services. • Number of assignments. • Languages involved and types of services provided – oral interpretation or written translation. Whether interpretation is for an individual client or a group.
Staff Requirements: Universal Standards apply.

Additionally: Services are provided by appropriately trained and qualified individuals holding appropriate State or local certification.

Medical Case Management (MCM)

HRSA Definition: Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

- Initial assessment of service needs
- Development of a comprehensive, individualized Plan of Care
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the Plan of Care
- Re-evaluation of the Plan of Care annually with adaptations as necessary
- Ongoing assessment of the client’s and other key family members’ needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer’s Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

Part B requirement: All MCM positions must follow and use the TDH CM Manual and the TDH Eligibility Database

STANDARD
<p>Eligibility: Universal Standards apply.</p> <p><i>Additionally:</i></p>
<ol style="list-style-type: none"> 1. Must follow TDH requirements regarding Ryan White Part B service eligibility process. See TDH CM manual, Section 1, for more details. 2. The agency must check the TDH Eligibility Database to ensure that the client does not currently have an existing Ryan White CM or MCM (Ryan White requires one case manager per client.)
<p>Intake and Screening: Universal Standards apply.</p> <p><i>Additionally:</i></p> <ol style="list-style-type: none"> 1. Client must participate in initial intake and screening procedures. 2. See TDH CM Manual, Section 1, for more details.

Assessment: Universal Standards apply.

Additionally:

In each area, the Case Manager is focused to identifying the specific barriers the client has or may experience in accessing medical care, remaining in care and/or adhering to medical treatments.

Plan of Care: Universal Standards apply.

Monitoring: Universal Standards apply.

Additionally: The needs and status of the client receiving Case Management will be reassessed annually.

Reassessment: Universal Standards apply.

Discharge/Termination: Universal Standards apply.

Additionally: See the TDH CM Manual for more specific information.

Documentation: Universal Standards apply.

Additionally:

1. There must be documentation that all the following activities are being carried out for all clients:
 - Initial assessment of service needs.
 - Development of a comprehensive, individualized plan of care.
 - Coordination of services required to implement the plan.
 - Continuous client monitoring to assess the efficacy of the plan.
 - Periodic re-evaluation and adaptation of the plan at least annually, during the enrollment of the client.
2. Client records must include:
 - Types of services provided.
 - Types of encounters/communication.
 - Duration and frequency of the encounters.
3. Documentation in client records of services provided, such as:
 - Client-centered services that link clients with health care, psychosocial, and other services and assist them to access other public and private programs for which they may be eligible.
 - Coordination and follow up of medical treatments.
 - Ongoing assessment of client's and other key family members' needs and personal support systems.

- Treatment adherence counseling.
- Client-specific advocacy.

- See the TDH CM Manual (Core duties) for additional information.

Staff Requirements: Universal Standards apply.

Additionally: TDH CM Manual outlines education and experience guidelines for the position of Medical Case Management. These are minimum standards, each agency contracted to provide HIV/AIDS Medical Case Management Services has the authority to adopt the minimum standards or develop more stringent standards.

See TDH CM Manual for specific minimum educational/experience requirements for MCM positions.

1. Minimum educational/experience requirements: See TDH CM Manual
2. Supervision: See TDH CM Manual
3. Training: See TDH CM Manual

**In some cases, a waiver may be obtained, please see the TDH CM Manual for more details.*

Medical Nutrition Therapy

HRSA Definition: Medical Nutrition Therapy includes:

- Nutrition assessment and screening
- Dietary/nutritional evaluation
- Food and/or nutritional supplements per medical provider's recommendation*
- Nutrition education and/or counseling

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services.

Part B requirement: TDH funds cannot be used for nutritional supplements such as vitamins or weight loss. Supplemental meals such as Boost and Ensure are allowed. Medical Nutrition Therapy (MNT) is defined as “nutritional diagnostic, therapy, and counseling services for the purpose of disease management which are furnished by a Registered Dietitian or nutritional professional. ** MNT is a specific application of the Nutrition Care Process (developed by the American Dietetic Association, currently known as Academy of Nutrition and Dietetics***) in clinical settings that are focused on the management of diseases. MNT involves in-depth and individualized nutrition assessment and a duration and frequency of care using the Nutrition Care Process to manage disease. All services performed under this service category must be pursuant to a medical provider’s referral and based on a nutrition plan developed by the registered dietitian or other licensed nutrition professional.

** TDH funds cannot be used for nutritional supplements*

***Medicare MNT legislation, 2000.*

**** Academy of Nutrition and Dietetics, eatright.org*

STANDARD
Eligibility: Universal Standards apply.
Intake and Screening: Universal Standards apply.
Assessment: Universal Standards apply.
<p>Additionally: Clients will have a comprehensive assessment by a qualified licensed/registered dietician upon agency referral. Clients will have a comprehensive assessment by a qualified licensed/registered dietician that is to be completed within the first 2-3 primary care visits with the primary care provider. The initial assessment shall include, but is not limited to:</p> <ol style="list-style-type: none"> 1. Chief complaint. 2. Past medical and surgical history with detailed HIV/AIDS history. 3. Family and social history including substance abuse and mental health history. 4. Weight status (changes and comparisons to national standards). 5. Food and drug allergies.

6. Food restrictions, including religious-based.
7. Diet history and current nutritional status, including current intake.
8. Nutrition-related knowledge and practices.
9. Nutritional concerns.
10. Current medications and relevant laboratory data.

Plan of Care: Universal standards apply.

Additionally:

1. Staff must follow guidelines in the Nutrition Care Process.
2. Referrals to Nutritional Services should be provided as appropriate for both acute problems and for health maintenance.
3. Consults should be scheduled the same day as referral, if possible.
4. Providers of MNT shall, in conjunction with the client, develop a nutritional plan with goals and intervention strategies to determine progress made in desired outcomes or nutrition care that will be reviewed and updated as conditions warrant (at a minimum of every six months). The nutritional plan must include:
 - Recommended services and course of medical nutrition therapy to be provided, including types and amounts of nutritional supplements and food
 - Date service is to be initiated
 - Planned number and frequency of sessions
 - The signature of the Registered Dietitian who developed the plan

Monitoring: As conditions warrant (at a minimum of every six months).

Reassessment: Universal standards apply.

Discharge/Termination: Universal Standards apply.

Documentation: Universal Standards apply.

Additionally:

1. If food is provided, the chart must say where food is provided to a client under this service category
2. Client file is maintained that includes a physician's recommendation and a nutritional plan
3. Nutritional supplements and food provided, quantity, and dates
4. The signature of each registered dietitian who rendered service, the date of service
5. Date of reassessment
6. Termination date of medical nutrition therapy
7. Any recommendations for follow up.

Staff Requirements: Universal Standards apply.

Additionally:

1. Staff must adhere to DHHS and education guidelines provided by the Academy of Nutrition and Dietetics
2. Staff must be trained and knowledgeable about primary care, HIV/AIDS disease and treatment, available resources that promote the continuity of care, and multi-disciplinary medical care practices.
3. Staff must be licensed/certified to practice within their concentrated area consistent with city, county, state and federal laws and the Accreditation Council for Education in Nutrition and Dietetics (ACEND) and must maintain the required supervision, training and continuing education as required.

Additional Requirements: Agencies providing Medical Nutritional Therapy will have written guidelines to generate automatic referrals for this service in addition to direct consults from medical providers.

Medical Transportation

HRSA Definition: Medical Transportation is the provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services.

Part B requirement: TDH funds cannot be used for the purchasing or leasing of vehicles.

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

STANDARD

Eligibility: Universal Standards apply.

Additionally:

1. Transportation passes (public transportation passes). This service provides reduced fare transportation passes to eligible clients with HIV/AIDS and their caregivers attending Ryan white core medical service and support appointments. This includes single or multiple use passes up to 31 days.

- Clients receiving five or more Ryan White funded services a month may be eligible to receive a monthly bus pass.
- Clients receiving less than five Ryan White funded services a month may be able to receive one-day bus passes.

2. Agency based transportation (van, transporter, etc.). This service provides free transportation to and from core medical and support services for eligible clients with HIV/AIDS and their caregivers, in vehicles 1) operated directly by the service provider or 2) through a subcontract with a provider of transportation services.

3. Mileage reimbursement (private transportation, staff transportation, voucher, etc.). This service provides reimbursement for the cost of mileage for eligible clients with HIV/AIDS and their caregivers, appropriate staff persons, and volunteer drivers assisting clients attending core medical service appointments. Gas vouchers to participating gas stations are an acceptable form of mileage reimbursement.

4. Rideshare reimbursement (voucher, invoice, etc.). This service provides reimbursement for the cost of each qualifying rideshare ride for eligible Ryan White Part B clients with HIV/AIDS and their caregiver's and/or dependent attending Ryan White core medical services. Sub-recipient will use the approved Contracted vendor for the Rideshare program. Payments may not be made to individual clients.

- Rideshare will be based on medical need.
- Requests will be made by Ryan White Provider's staff.
- Minors need to be accompanied by an agency escort or parent/guardian.

5. Taxicab reimbursement: To qualify for reimbursement for taxicab transportation, the client must:

- Have a medical urgency or severely inclement weather which prohibits the use of other transportation sources and/or;
- No available public transportation or other resources.

When clients qualify for other funding sources for transportation, they will not be

eligible for Ryan White Part B funding for this service.

Intake and Screening: N/A

Assessment: N/A

Plan of Care: N/A

Monitoring: N/A

Reassessment: N/A

Discharge: N/A

Documentation: Universal Standards apply.

- Additionally:**
1. A record of services provided documenting service recipients, eligibility, method and cost of service and amount must be maintained.
 2. Documentation must contain the level of services/number of trips provided, the reason for each trip and its relation to accessing health and support services, trip origin and destination, client eligibility, the cost per trip and the method used to meet the transportation need.

Staff Requirements: Universal Standards apply.

- Additionally:**
1. Agency must ensure that any staff hired as drivers are subject to at a minimum mandatory pre-employment as well as random and post-accident drug screenings to be conducted by a certified, approved laboratory facility.
 2. Use of volunteer drivers appropriately addresses insurance and other liability issues.

Additional Requirements:

1. No cash payments are provided to clients. General-use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.
2. **All:** Demonstrate coordination with other area transportation agencies and services, TennCare Special Transportation, and other existing transportation programs to avoid duplication of services.
3. **Agency Based:** Provided in combination with core services to clients of Ryan White Part B funded programs. They must be in compliance with all state regulations regarding transportation including driver’s license; appropriate insurance and other liability issues; and/or any applicable state regulations. It can be used to provide free transportation to and from core medical service and support services for eligible clients with HIV/AIDS in vehicles a) directly operated by the service provider or b) through a subcontract with a provider of transportation services. Any agency providing direct transportation has written procedures developed and implemented to handle emergencies. Each driver will be instructed in how to handle emergencies before commencing service and will be in-service annually. The agency will maintain a copy of each in-service and sign-in roster with names both printed and signed and maintained in each driver’s personnel file. Any agency providing direct transportation ensures that children under 16 are not transported without an adult escort. State law regarding height and weight mandates for car seats and/or booster seats for children must be observed. Necessity of a car seat or booster seat should be documented on the Transportation Log by staff when an appointment is scheduled by a client. Agency must ensure the safety of any vehicles used to transport clients for services. There must be safety standards in place that at a minimum ensure the vehicles are in good repair and equipped for adverse weather conditions.
4. **Mileage Reimbursement:** Mileage will be reimbursed at no more than the current Tennessee Department of Health rate. Provider agencies may state

their own rate as long as Ryan White funded reimbursement does not exceed the current TDH rate.

5. **Transportation passes:** provides public transportation passes to eligible clients with HIV/AIDS attending core medical and support service appointments.
- Clients receiving five or more Ryan White funded services a month may be eligible to receive a monthly bus pass.
 - Clients receiving less than five Ryan White funded services a month may be able to receive one-day bus passes.

Mental Health Services

HRSA Definition: Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

Note: Mental Health Services are only available to HIV infected clients

Part B requirement: N/A

STANDARD
<p>Eligibility: Universal Standards apply.</p> <p>Additionally:</p> <ol style="list-style-type: none"> 1. Individuals served must have a documented mental health diagnosis/diagnostic feature. 2. Upon initial contact with client, agency will assess client for emergent/urgent or routine mental health needs. 3. Provider confirms client eligibility for services. The process to determine client eligibility must be completed in a timely manner not to extend beyond 30 days or contingent among crisis level.
<p>Intake and Screening: Universal Standards apply.</p>

Assessment: Universal Standards apply.

Plan of Care: Universal Standards apply.

Additionally:

1. The plan must be reflective of mental health diagnosis/diagnostic feature and severity of mental health symptoms and as needed and serves as a vehicle for linking clients to other needed mental health services.
2. The plan must document treatment modality, recommended number of sessions and include recommendations for follow-up.

Monitoring: Universal Standards apply.

Reassessment: Universal Standards apply.

Discharge: Universal Standards apply.

Documentation: Universal Standards apply.

Additionally:

1. For group sessions: A log documenting service recipients served, begin and end date of session(s), session topics, number, and length of session(s).
2. The client file must contain a detailed treatment plan for each eligible client that includes:
 - The diagnosed mental illness or condition
 - The treatment modality (group or individual)
 - Start date for mental health services
 - Recommended number of sessions
 - Date for reassessment
 - Projected treatment end date
 - Any recommendations for follow up
 - The signature of the mental health professional rendering service
 - Documentation of service provided to ensure that services provided are allowable under Ryan White guidelines and contract requirements and are consistent with the treatment plan

Staff Requirements: Universal Standards apply.

Additionally:

1. Staff Requirements:
 - Include all required elements from state licensure rules (e.g., 0940-05-14).
 - Providers must demonstrate knowledge of HIV/AIDS, its psychosocial dynamics, and implications, including cognitive impairment and generally accepted treatment modalities and practices.
 - Services must be provided by a mental health professional licensed or authorized within the State to provide such services, typically including licensed providers.
2. Supervision:

- Supervision of mental health services must be provided to ensure that both medical and psychosocial clinical processes are appropriately addressed.
 - Supervision must be provided by qualified licensed professionals in effort to ensure quality medical management of care through consultation and/or training of staff.
 - Supervision must occur a minimum of 2 hours per month for a total of 24 hours per year in either a group or individual setting.
3. Training:
 - Staff and their supervisors must have opportunities to participate in relevant annual training for at least five hours per year.

Additional Requirements:

1. Must provide access to mechanisms for urgent and/or emergency care when needed, such as in the case of a suicidal client.
2. Providers must maintain formal and informal collaboration/linkages with mental health and substance abuse service organizations within Part B coverage area.

Agency must detail how Crisis/Emergency guidelines are disseminated to clients.

**In some cases, a waiver may be obtained, see Notes at the end of this document*

Non-Medical Case Management Services

HRSA Definition: Non-Medical Case Management Services (NMCM) provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case management services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer’s Patient Assistance Programs, other state or local health care and supportive services, or health insurance Marketplace plans. This service category includes several methods of communication including face-to-face, phone contact, and any other forms of communication deemed appropriate by the RWHAP Part recipient. Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized Plan of Care
- Continuous client monitoring to assess the efficacy of the Plan of Care
- Re-evaluation of the Plan of Care at least annually with adaptations as necessary
- Ongoing assessment of the client’s and other key family members’ needs and personal support systems

Part B requirement: Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes.

STANDARD
<p>Eligibility: Universal Standards apply.</p> <p>Additionally:</p> <ol style="list-style-type: none"> 1. Must follow TDH requirements regarding Ryan White service eligibility process. 2. The agency must check the TDH Eligibility Database to ensure that the client does not currently have an existing Ryan White CM or MCM (Ryan White requires one case manager per client.)
<p>Intake and Screening: Universal Standards apply.</p>

Tennessee Department of Health
 Communicable & Environmental Diseases & Emergency Preparedness
 HIV/STD/Viral Hepatitis Program
 Ryan White Part B Program

Assessment: Universal Standards apply.
Plan of Care: Universal Standards apply.
Monitoring: Universal Standards apply.
Reassessment: Universal Standards apply.
Additionally: Each client must be reassessed every 6 months minimally or as the need arises.
Discharge/Termination: Universal Standards apply.
Documentation: Universal Standards apply.
Staff Requirements: Universal Standards apply.
<p>Additionally:</p> <ol style="list-style-type: none"> 1. Minimum educational/experience requirements for case management positions: All case managers hired by subcontractor/provider agencies that are funded in whole or in part to provide case management services through Ryan White Part B funds, must possess one of the following: <ul style="list-style-type: none"> • High School (HS) diploma or General Education Development (GED) and one year of experience working with persons living with HIV and/or health care training (for example, Certified Medical Assistant or Medical Clerk). 2. Supervision: Supervision of Case Management Services must be provided by an MSW to ensure that both medical and psychosocial clinical processes are appropriately addressed. <ul style="list-style-type: none"> • MSW Supervisor - Supervisor will demonstrate efforts to ensure quality management of care through consultation and/or training of staff. Supervision will address issues of client care (e.g., boundaries and appropriate interactions with clients), case manager job performance, and skill development (e.g., record keeping). • Supervision must occur a minimum of 2 hours per month for a total of 24 hours per year in either a group or individual setting. 3. Training: See TDH CM Manual. <p><i>*In some case, a waiver may be obtained, please see Notes at the end of this document.</i></p>
Additional Requirements:

1. Agency must provide assurances that any transitional case management for incarcerated persons meets contract requirements.

Oral Health Care

HRSA Definition: Oral Health Care services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Part B requirement: Cosmetic dentistry for cosmetic purposes is prohibited.

STANDARD
<p>Eligibility: Universal Standards apply.</p> <p>Additionally: The following criteria must be met for a client to be eligible for Oral Health services under Ryan White Part B -</p> <ol style="list-style-type: none"> 1. Case Manager determines eligibility based upon requirements specified in the oral health guidelines. Case Manager explores available resources, (e.g., insurance) before completing an application for services under Ryan White, Part B. 2. Individuals participating in the program are capped at a limit per grant year set by the TDH.
<p>Intake and Screening: Completed by Case Managers.</p>

Assessment: Universal Standards Apply.

Additionally:

Examples of Routine Care:

1. Dental assessment and cleaning should occur in conjunction with each other and on the same day.
2. A comprehensive oral assessment is conducted prior to treatment and is ongoing if necessary and should include:
 - Comprehensive health history;
 - Client's knowledge, ability, and performance history for routine personal oral hygiene;
 - Hard and soft tissue examination;
 - Documentation of patients presenting complaints;
 - Charting of cavities;
 - Applicable X-rays of the teeth;
 - Periodontal screening (evaluation of gums, gingival health);
 - Intra-oral exam, including evaluation for HIV-associated lesions;
 - Pain assessment, and
 - Written diagnoses, where applicable.

Routine Care

After initial assessment, the oral health care provider may suggest oral health treatment options based upon summary of benefits. The plan may address cavities, missing teeth, periodontal condition, extractions and replacement teeth, and oral hygiene instructions. The oral health provider should include referral to primary care facility or physician for medical care, as needed.

Emergency Care is not covered under the Ryan White Part B Oral Health Guidelines.

Additional Resources for Oral Healthcare:

- <https://www.tnoralhealth.org/s/Safety-Net-Clinic-Directory-Statewide-101320-xzpt.pdf>
- <https://www.tn.gov/health/health-program-areas/oralhealth/dental-care-for-tennesseans.html>
- <http://www.tnpca.org/>

Monitoring includes eligibility and services rendered.

Discharge: Services are terminated based upon disenrollment from the Ryan White Part B Program, or if the client ends services, or if the client does not comply with service procedures.

Documentation:

1. Application must be submitted in Redcap during open enrollment by case managers.

Staff Requirement:

1. Dental provider must maintain an undisciplined license to practice in the State of Tennessee and current registration.
2. Dental providers shall adhere to the standards of care as specified in the Tennessee Dental Practices Act.

Additional Requirements:

1. Client must receive dental services from an in-network dental provider and only those services in the summary of benefits.
2. Individuals participating in the program are capped at a limit per grant year set by the TDH.
3. The case manager will ensure that the client is familiar with the Oral Health Guidelines and expenditure limitations. All costs in excess of the established expenditure limitations are the sole responsibility of the client.
4. All providers have and maintain a valid Tennessee dental license and are not under restriction.
5. Clinical decisions are informed /supported by the American Dental Association Dental Practice Parameters. (HAB 2013)

Refer to Oral Health Guidelines for further instruction.

Outpatient/Ambulatory Health Services

HRSA Definition: Outpatient/Ambulatory Health Services are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing, including laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening

Tennessee Department of Health
 Communicable & Environmental Diseases & Emergency Preparedness
 HIV/STD/Viral Hepatitis Program
 Ryan White Part B Program

- Pediatric developmental assessment
- Prescription and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis

Part B requirement:

1. Treatment Adherence services provided during an Outpatient/Ambulatory Health Service visit should be reported under the Outpatient/Ambulatory Health Services category whereas Treatment Adherence services provided during a Medical Case Management visit should be reported in the Medical Case Management service category.
2. Outpatient care includes referral to and provision of HIV-related specialty care (includes all medical subspecialties even ophthalmic and optometric services).

STANDARD
Eligibility: Universal Standards apply.
Intake and Screening: Universal Standards apply.

Assessment: Universal Standards apply.

Additionally:

- Clients will have a comprehensive initial intake and assessment which will be completed within the first two primary care visits scheduled with the primary care provider. The initial assessment shall include, but is not limited to the following:
 - Chief complaint
 - Past medical and surgical history with detailed HIV/AIDS history
 - Family and social history including substance abuse and mental health histories
 - Allergies to medications
 - Current and past medications, specifically HIV therapies
 - Current nutrition including supplements
 - Any present illnesses or concerns
 - Screening for diseases associated with risk factors (Hepatitis A, Hepatitis B, Hepatitis C, and Sexually Transmitted Infections)
- Client's initial assessments will include a comprehensive physical examination in accordance with the most current published the Department of Health and Human Services' Guidelines for Use of Antiretroviral Agents in HIV infected Adults and Adolescents (DHHS Guidelines). The physical evaluation shall include, but is not limited to the following:
 - Vital signs
 - Systems inspection, inclusive of dermatological examination
 - Neurological examination
 - Genital, oral, and rectal exams as appropriate (This may be deferred but should generally be done by the second medical visit.)
 - Breast examination
 - Appropriate baseline testing including laboratory and radiology values, will be performed within the first two primary care visit scheduled with the primary care provider. Tests shall be inclusive of but not limited to the following:

- Complete Blood Count (CBC) with platelets
- Syphilis screening
- Chemistry profile, including serum transaminases and lipid profile
- Urinalysis
- Screening for chlamydia, gonorrhea, and trichomoniasis for clients who are sexually active, as per DHHS STD guidelines
- Glucose-6-phosphate dehydrogenase screening in appropriate racial or ethnic groups (unless previously tested)
- CD4+ lymphocyte count
- Viral load measurement
- For patients with pretreatment HIV RNA >1,000 copies/mL – genotypic resistance testing prior to initiation of therapy; if therapy is to be deferred, resistance testing may still be considered
- Cervical cytology screening for women and adolescent females, if appropriate. Liquid based cytology is the preferred approach for HPV testing.
- Routine assessments for opportunistic infections

[Screening and Testing for Hepatitis B Virus Infection: CDC Recommendations – United States, 2023 | MMWR](#)

- Providers should follow these recommendations when offering screening and testing:
 - During the initial screening, test for HBsAg, anti-HBs, and total anti-HBc (new recommendation).
 - Screening with the three tests (triple panel) can help identify persons who have an active HBV infection and could be linked to care, have resolved infection and might be susceptible to reactivation (e.g., immunosuppressed persons), are susceptible and need vaccination, or are vaccinated (Table 1). Anti-HBs of ≥ 10 mIU/mL is a known correlate of protection only when testing follows a complete HepB vaccine series.
 - After the collection of blood for serologic testing, persons who have not completed a vaccine series should be offered vaccination per ACIP recommendations at the same visit or at an associated provider visit (105). Blood collection before vaccination is recommended because transient HBsAg positivity has been reported for up to 18 days after vaccination.

- Providers do not need to wait for the serologic testing results to administer the first or next dose of vaccine.
- Although screening can identify persons who are unvaccinated and susceptible to HBV infection, screening should not be a barrier to HepB vaccination, especially in populations that have decreased engagement with or access to health care (59). In settings where testing is not feasible or is refused by the patient, vaccination of persons should continue according to ACIP recommendations. Serologic testing should continue to be offered at future visits.
- Additional screening might be recommended for certain populations, including blood donors, newly arrived refugees, and persons initiating cytotoxic or immunosuppressive therapy, and additional testing might be recommended for patients on hemodialysis, health care personnel, perinatally exposed infants, and persons involved in exposure events that might warrant postexposure prophylaxis and postvaccination serologic testing. Recommendations for these groups are described elsewhere (14, 15, 104, 106–110). The new recommendation described in this report to include a total anti-HBc test during universal adult screening will support identification of persons with past HBV infection who should be aware of their risk for reactivation in the context of immunosuppression.

[Prevention of Hepatitis B Virus Infection in the United States: Recommendations of the Advisory Committee on Immunization Practices | MMWR \(cdc.gov\) *see link for complete recommendations](#)

- **Immunocompromising conditions.** The humoral response to HepB vaccine is reduced in children and adults who are immunocompromised (e.g., hematopoietic stem cell transplant recipients, patients undergoing chemotherapy, and HIV-infected persons) (122, 123). Modified dosing regimens, including a doubling of the standard antigen dose or administration of additional doses, might increase response rates. However, data on response to these alternative vaccination schedules are limited (6).
- The first dose of HepB vaccine should typically be administered immediately after collection of the blood for serologic testing. Prevacination testing is recommended for the following persons
 - household, sexual, or needle-sharing contacts of HBsAg-positive persons;
 - **HIV-positive persons;**

- persons with elevated alanine aminotransferase (ALT)/aspartate aminotransferase (AST) of unknown etiology;
- hemodialysis patients (refer to 2001 CDC recommendations [88] for additional information);
- MSM; and
- past or current injection-drug users.
- Testing for anti-HBs after vaccination is recommended for the following persons whose subsequent clinical management depends on knowledge of their immune status :
 - hemodialysis patients (and other persons who might require outpatient hemodialysis), **HIV-infected persons**, and other immunocompromised persons (e.g., hematopoietic stem-cell transplant recipients or persons receiving chemotherapy), to determine the need for revaccination and the type of follow-up testing; and
 - sex partners of HBsAg-positive persons, to determine the need for revaccination and for other methods of protection against HBV infection.
- Revaccination
 - Revaccination (i.e., booster dose, challenge dose, or revaccination with a complete series) is not generally recommended for persons with a normal immune status who were vaccinated as infants, children, adolescents, or adults. Available data do not suggest a maximum number of booster doses. Revaccination when anti-HBs is <10 mIU/mL is recommended for the following persons:
 - **Hemodialysis patients.** For hemodialysis patients treated in outpatient centers, the need for booster doses should be assessed by annual anti-HBs testing. A booster dose should be administered when anti-HBs levels decline to <10 mIU/mL. Anti-HBs testing 1–2 months following the booster dose to assess response is not recommended.
 - **Other immunocompromised persons.** For other immunocompromised persons (e.g., **HIV-infected persons**, hematopoietic stem-cell transplant recipients, and persons receiving chemotherapy), the need for booster doses has not been determined. Annual anti-HBs testing and booster doses should be considered for persons with an ongoing risk for exposure.
- **Depression Screening**
 - All patients 12 years of age and older should be evaluated annually for depression using the PHQ-9 Screening tool.
 - A follow up plan should be implemented and documented for a

- positive screen.
- Repeat screenings will be performed as needed based on the patient's needs and complaints.
- Documentation of screening, result and follow up plan should be entered in the patient's chart.
- **Doxy PEP**
 - As of June 6, 2024, CDC provided clinical guidelines on the use of Doxycycline Postexposure Prophylaxis for Bacterial Sexually Transmitted Infection Prevention. CDC posted the following recommendation:
 - CDC recommends that MSM and TGW who have had a bacterial STI (specifically syphilis, chlamydia, or gonorrhea) diagnosed in the past 12 months should receive counseling that doxy PEP can be used as postexposure prophylaxis to prevent these infections. Following shared decision-making with their provider, CDC recommends that providers offer persons in this group a prescription for doxy PEP to be self-administered within 72 hours after having oral, vaginal, or anal sex. The recommended dose of doxy PEP is 200 mg and should not exceed a maximum dose of 200 mg every 24 hours.
 - Doxy PEP, when offered, should be implemented in the context of a comprehensive sexual health approach, including risk reduction counseling, STI screening and treatment, recommended vaccination and linkage to HIV PrEP, HIV care, or other services as appropriate. Persons who are prescribed doxy PEP should undergo bacterial STI testing at anatomic sites of exposure at baseline and every 3-6 months thereafter. Ongoing need for doxy PEP should be assessed every 3-6 months as well. HIV screening should be performed for HIV-negative MSM and TGW according to current recommendations.

For more information, please visit the following link:

<https://www.cdc.gov/mmwr/volumes/73/rr/rr7302a1.htm>

Plan of Care:

1. Providers shall, in conjunction with the client, develop a comprehensive multi-disciplinary plan of care that will be reviewed and updated as conditions warrant or at minimum of every six months.

2. Providers shall develop and initiate a client treatment adherence plan that is consistent with DHHS Guidelines for clients who are being treated with an antiretroviral (ARV) medication regimen. The plan shall be reviewed and updated as conditions warrant.
3. Providers shall conduct an adherence evaluation related to medication regimen and appointment schedules at least annually.
4. Agency staff shall act as a liaison between the client and other service providers to support coordination and deliver of high-quality care.
5. Agencies will have a referral process for care of HIV related problems outside of their direct service area.

Monitoring: N/A

Reassessment: N/A

Discharge/Termination: N/A

Documentation: Universal Standards apply.

Additionally:

1. Completed according to generally accepted medical practice standards and state requirements.
2. Contain an up to date "Problems List" separate from progress notes which clearly prioritizes problems for primary care management.
3. Contact information for ancillary continuing health care (e.g., mental health provider, OB/GYN or other continuing specialty services).
4. Client records must include:
 - Dates and frequency of services provided.
 - Documentation that services provided are for the treatment of HIV related infection.
 - Signature of licensed provider of services.
5. Documentation that tests are:
 - Integral to the treatment of HIV and related complications, necessary based on established clinical practice, and ordered by a registered, certified, licensed provider.
 - Consistent with medical and laboratory standards approved by the Food and Drug Administration (FDA) and/or Certified under the Clinical Laboratory Improvement Amendments (CLIA) Program.

Staff Requirements: Universal Standards apply.

Additionally:

1. Staff adheres to generally accepted medical practice standards and state requirements.
2. Agency staff is trained and knowledgeable about primary care, HIV/AIDS disease and treatment and available resources that promote the continuity of client care. Additional resources would include National HIV curriculum and the IDSA primary care guidelines for HIV.
3. Care is provided by health care professionals certified in their jurisdictions to prescribe medications in an outpatient setting such as a clinic, medical office, or mobile van.

Additional Requirements:

1. Providers are required to use the latest version federally approved medical practice guidelines for HIV/AIDS
<https://clinicalinfo.hiv.gov/en/guidelines>.
2. Clients will be assessed for educational, nutritional, and psychosocial needs. Appropriate referrals will be made.
3. Agency staff will inform clients of their responsibility for scheduling appointments, being on time, and calling the provider to cancel or reschedule if an appointment cannot be kept.
4. Provider will screen sexually active clients for sexually transmitted diseases annually. Clients at high risk shall be screened at least every six months. If a client has been screened at another facility, the client's primary medical care chart shall contain copies of the appropriate documentation.
5. Providers shall assess risk behaviors and offer or refer clients as needed for lifestyle education and counseling services regarding such areas as exercise, smoking cessation, risk reduction and safer sex practices.
6. Providers shall offer clients not currently on antiretroviral (ARV) therapies, who qualify for ARV treatment by DHHS guidelines, education and counseling on the risks and benefits of antiretroviral therapy at least twice a year.
7. Specialty medical care relates to HIV infection and/or conditions arising from the use of HIV medications resulting in side effects
8. Providers must demonstrate strong linkages with funded providers, including Medical Case Management and Early Intervention Service providers. This must be in the form of a written Memorandum of Understanding. MOUs must contain at least the following:
 - Description of how Outpatient Provider and Medical Case Management & EIS providers share information on:
 - Patient scheduled appointments and missed appointments, labs, medications, medical records, and insurance status.
 - Arising issues that can impact patient health status or ability to adhere to medical treatment.
9. Providers must make labs and other medical information available upon request to requesting agency as soon as possible or within at least 3 -5 business days.

Outreach Services

HRSA Definition: Outreach Services include the provision of the following three activities:

- Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services
- Provision of additional information and education on health care coverage options

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

- Reengagement of people who know their status into Outpatient/Ambulatory Health Services

Part B requirement: Outreach must be 1) targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection, 2) targeted to communities or local establishments that are frequented by individuals exhibiting high-risk behavior, 3) conducted at times and in places where there is a high probability that individuals with HIV infection will be reached and 4) designed to provide quantified program reporting of activities and results to accommodate local evaluation of effectiveness.

Note: Funds may not be used to pay for HIV counseling or testing.

STANDARD
Eligibility: Universal Standards apply.
Additionally: Individuals identified through epidemiologic data and/or appear in the targeted population that either need testing services or referral to HIV services.
Intake and Screening: Universal Standards apply.
Assessment: Universal Standards apply.
Plan of Care: N/A
Monitoring: N/A
Reassessment: N/A
Discharge/Termination: N/A

Documentation: Universal Standards apply.
Additionally: Programs must document
<ol style="list-style-type: none"> 1. Program design and implementation 2. Target areas and populations 3. Outcomes of outreach activities, including the number of individuals reached, referred for testing, found to be positive, referred to care, and entering care 4. Data showing that all Request for Proposal (RFP) and contract requirements are being met with regard to program design, targeting, activities, and use of funds

Staff Requirements: Universal Standards apply.

Additionally:

1. Staff are required to have a minimum of a High School Diploma or GED; although, a bachelor's level degree in Social Work or a health-related field and a minimum of 1 year of experience is preferred.
2. Staff is trained and knowledgeable about HIV/AIDS, the affected communities, and available resources. Training specific to outreach activities should include (but not limited to) the following:
 - HIV/AIDS Counseling (and testing when applicable),
 - Referral to medical care
 - Personal safety
 - Adherence counseling
 - Non-violent crisis intervention
 - Cultural diversity
 - Psychosocial issues specific to HIV/AIDS.

Additional Requirements:

1. Programs must develop outreach safety protocols.
2. Programs must document that outreach services:
 - Are planned and delivered in coordination with local HIV prevention outreach programs and avoid duplication of effort.
 - Target populations known to be at disproportionate risk for HIV infection.
 - Target communities whose residents have disproportionate risk or establishments frequented by individuals exhibiting high-risk behaviors.
 - Are designed so that activities and results can be quantified for program reporting and evaluation of effectiveness.

Psychosocial Support Services

HRSA Definition: Psychosocial Support Services provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Caregiver/respite support (RWHAP Part D)
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (see Medical

Tennessee Department of Health
Communicable & Environmental Diseases & Emergency Preparedness
HIV/STD/Viral Hepatitis Program
Ryan White Part B Program

Nutrition Therapy Services)

- Pastoral care/counseling services

Program Guidance:

Funds under this service category may not be used to provide nutritional supplements (*See Food Bank/Home Delivered Meals*).

RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation.

Funds may not be used for social/recreational activities or to pay for a client's gym membership.

For RWHAP Part D recipients, outpatient mental health services provided to affected clients (people not identified with HIV) should be reported as Psychosocial Support Services; this is generally only a permissible expense under RWHAP Part D.

Part B requirement:

- Part B has decided not to fund child abuse and neglect counseling.

STANDARD
Eligibility: Universal Standards apply.
Intake and Screening: Universal Standards apply.
Assessment: Completed by Case Manager
Plan of Care: N/A
Monitoring: N/A
Reassessment: N/A
Discharge: N/A
Documentation: Universal Standards apply.

3. One or more year(s) experience in delivering Pastoral Care services

Note: Persons with these qualifications may conduct support activities, HIV support group and bereavement counseling.

Bereavement Support:

1. Must have attained a bachelor's degree in social work, counseling, psychology, pastoral care, or specialized training or experience in bereavement theory or counseling
2. One or more year(s) in providing bereavement support counseling.

Note: Persons with these qualifications may conduct support activities and HIV support group with appropriate supervision.

*In some cases, a waiver may be obtained, please see Notes at the end of this document. **

Supervision:

Agencies are required to have implemented a supervisory process that addresses the relevant skill level and/or needs of the staff providing services.

Peer supportive services:

Supervision of peers must be conducted by an individual with experience in human services field to provide 1) frequent and consistent opportunities to receive encouragement, 2) individualized support, 3) coaching on how to perform a helping role and 4) guidance on how to address personal challenges.

Note: Supervision must occur a minimum of 2 hours per month for a total of 24 hours per year in either a group or individual setting.

Training:

1. Individuals who hold certification and/or licensure as a part of their job duties must maintain that in good standing with the respective governance bodies.

2. Agencies providing Psychosocial Support Services must document efforts to assist staff and supervisory staff in securing on-going education and training to better perform their respective job duties.
3. Psychosocial Support Services staff and their supervisors must have opportunities to participate in relevant training for at least five (5) hours per year.

Referral for Health Care and Support Services

HRSA Definition: Referral for Health Care and Support Services directs a client to needed core medical or support services in person or through telephone, written, or other type of communication. This service may include referrals to assist eligible clients to obtain access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer’s Patient Assistance Programs, and other state or local health care and supportive services, or health insurance Marketplace plans).

Part B requirement: Referral for health care and support services is only to be used where these services are not provided as a part of Ambulatory/Outpatient Medical Care or Case Management.

STANDARD
<p>Eligibility: Universal Standards apply.</p> <p>Additionally: The agency has procedures in place for documentation and screening of all referrals.</p>
<p>Intake and Screening: Universal Standards apply.</p>
<p>Assessment: N/A</p>
<p>Plan of Care: N/A</p>
<p>Monitoring: N/A</p>
<p>Reassessment: N/A</p>
<p>Discharge: N/A</p>

Documentation: Universal Standards apply.

Additionally:

1. A log documenting service recipient screened, completed applications, and referrals made.
2. There must be documentation of the number and type of referrals that are made.
3. The agency must maintain documentation demonstrating that services and circumstances of referral services meet contract requirements.

Staff Requirements: Universal Standards apply.

Additionally: Staff must have a High School Diploma or GED.

Substance Abuse Outpatient Care

HRSA Definition: Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services include screening, assessment, diagnosis, and/or treatment of substance use disorder, including:

- Pretreatment/Recovery readiness programs
- Harm reduction
- Behavioral health counseling associated with substance use disorder
- Outpatient drug-free treatment and counseling
- Medication assisted therapy
- Neuro-psychiatric pharmaceuticals
- Relapse prevention

Part B requirement: N/A

STANDARD
<p>Eligibility: Universal Standards apply.</p> <p>Additionally: Individual provided treatment must have a substance use diagnosis (can be provided with documentation or assessment of a current or previous substance use diagnosis).</p>
<p>Intake and Screening: Universal Standards apply.</p>
<p>Assessment: Universal Standards apply.</p>

Plan of Care: Universal Standards apply.

Additionally:

1. The plan must be reflective of current or previous substance abuse diagnosis and severity of need and as needed and serves as a vehicle for linking clients to other needed substance abuse services.
2. The plan must document treatment modality, recommended number of sessions and include recommendations for follow-up.

Monitoring: Universal Standards apply.

Reassessment: Universal Standards apply.

Discharge: Universal Standards apply.

Documentation: Universal Standards apply.

Additionally:

1. For group sessions: A log documenting service recipients served, begin and end date of session(s), session topics, number, and length of session(s).

Staff Requirements: Universal Standards apply.

Additionally: Providers must demonstrate knowledge of HIV/AIDS, its psychosocial dynamics, and implications as well as substance abuse, including cognitive impairment and generally accepted treatment modalities and practices.

Supervision:

1. Must be provided to ensure that both medical and psychosocial clinical processes are appropriately addressed.
2. Must be provided by qualified licensed professionals in effort to ensure quality medical management of care through consultation and/or training of staff.
3. Must occur a minimum of 2 hours per month for a total of 24 hours per year in either a group or individual setting.

Supervision can be provided by LADAC -Licensed Alcohol and Drug Abuse Counselor, LPC-LMHC- Licensed Professional Counselor or Licensed Mental Health Counselor, LCSW – Licensed Clinical Social Worker. Training: Staff and their supervisors must have opportunities to participate in relevant annual training for at least five (5) hours per year.

Additional Requirements:

Providers must maintain formal and informal collaboration/linkages with mental health and substance abuse service organizations within the Part B County coverage.

**In some cases, a waiver may be obtained, see Notes at the end of this document*

Notes:

Note 1: *Requirements for clinical supervision may be modified and/or waived. The agency seeking modification and/or waiver must request such in writing to the Grantee or the Lead Agency who will in turn seek approval of the modification/waiver from the Tennessee Department of Health. Along with the waiver, the following documentation must be included to merit the modification/waiver:*

- 1) *relevant reasons and justification for such action*
- 2) *specific information as to why the person providing clinical supervision has sufficient:*
 - *education (e.g., Master's Degree in a Health or Human Services field),*
 - *certification,*
 - *licensure, and*
 - *clinical experience.*

Note 2: *In such cases where a medical case manager was employed prior to the implementation of the Standard and does not meet the given qualifications, the aforementioned modification/waiver provision. In addition to a written statement of relevant education/experience, the agency seeking modification/waiver must present a written plan to ensure that the medical case manager receives appropriate additional education (degree), training and/or supervision to ensure quality provision of care.*

Note 3: *Peers who do not meet the educational requirements and require a waiver may be medical case managers/EIS specialists if they meet the above requirements and they are an employee.*

Note 4: *Experience requirement may be waived. The agency seeking a waiver must request such in writing to the Grantee or Lead Agency who will in turn seek approval of the waiver from the Tennessee Department of Health. Documentation of the request for waiver must include relevant reasons and justification for such action and specific information why the person to be hired has sufficient education, certification, licensure and/or experience to merit the/waiver. In addition to a written statement of relevant*

education/experience, the agency seeking waiver must present a written plan to ensure that the staff person receives appropriate additional education (degree), training and/or supervision to ensure quality provision of care.

Note 5: *Educational and experience requirements for psychosocial support may be modified and/or waived. The agency seeking modification and/or waiver must request such in writing to the Lead Agency who will in turn seek approval of the modification/waiver from the Tennessee Department of Health. Documentation of the request for modification/waiver must include relevant reasons and justification for such action and specific information why the person to be hired as psychosocial support staff has sufficient education, certification, licensure and/or experience to merit the modification/waiver. In addition to a written statement of relevant education/experience, the agency seeking modification/waiver must present a written plan to ensure that the psychosocial support staff receives appropriate additional education (degree), training and/or supervision to ensure quality provision of care.*

Note 6: *In such cases where a psychosocial support was employed prior to the implementation of the Standard and does not meet the given qualifications, there is need to use the aforementioned modification/waiver provision. In addition to a written statement of relevant education/experience, the agency seeking modification/waiver must present a written plan to ensure that the staff person receives appropriate additional education (degree), training and/or supervision to ensure quality provision of care.*

Note 7: *The Ryan White Part B Program is the payer of last resort. This is interpreted as “funds received will not be utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made” by another payment source. (PHSA; Sections 2605(a) (6), 2617 (b) (7) (F), 2664 (f) (1), and 2671 (I)).*

Emergency Protocol

In the event of a statewide emergency, natural disaster, or pandemic, please refer to your agency’s emergency procedures.

Reporting

Income is defined as, "gross income earned by the non-Federal entity that is directly from a Federal award during the period of performance except as HIV/AIDS Bureau Policy 15-03 also states that Ryan White programs must monitor and track program income earned in 15-03 at: https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-03.pdf

Report the program income earned by your organization during the quarter. Please disaggregate and list the description of the program income. Do not submit one aggregated amount per quarter. List as needed.

--	--

Description of Program Income (i.e. 340b, income gained from Ryan White affiliated entities, etc)	Qtr 3		Qtr 4	
	Amount	Description of Program Income (i.e. 340b, income gained from Ryan White affiliated entities, etc)	Amount	Description of Program Income (i.e. 340b, income gained from Ryan White affiliated entities, etc)
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	

**Multi Budget Supplemental Sheet
Ryan White Part B Program
April 2025 - March 2026 Annual Budget**

Attachment 3

Contract Name: RWB COE
Contract #:

	OAMC	MCM	MH	EIS	MNT	SAOut	CM(non)	EFA	FB/HDM	H	MedT	PSY	REF	Total Budget
Line Item														
Salaries														\$ -
Benefits														\$ -
Professional Fee/Grant & Award	\$ -													\$ -
Supplies	\$ -													\$ -
Telephone	\$ -													\$ -
Postage & Shipping	\$ -													\$ -
Occupancy	\$ -													\$ -
Equipment Rental & Maintenance	\$ -													\$ -
Printing & Publications	\$ -													\$ -
Travel/Conferences & Meetings	\$ -													\$ -
Interest	\$ -													\$ -
Insurance	\$ -													\$ -
Specific Assistance to Individuals	\$ -													\$ -
Depreciation	\$ -													\$ -
Other Non Personnel	\$ -													\$ -
Capital Purchase	\$ -													\$ -
Indirect Cost	\$ -													\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue														
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OAMC - Outpatient Ambulatory	SAOut - Substance Abuse Outpatient	MedT - Medical Transportation
MCM - Medical Case Management	CM (non) - Case Management (non-medical)	PSY - Psychological Support
MH - Mental Health	EFA - Emergency Financial Assistance	REF - Referral
EIS - Early Intervention Services	FB/HDM - Food Bank/Home Delivered Meals	
MNT - Medical Nutrition Therapy	H - Housing	

Effective April 1, 2024

ATTACHMENT 4**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	HAMILTON COUNTY HEALTH DEPARTMENT
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	pending
Federal award date	pending
Subaward Period of Performance Start and End Date	pending
Subaward Budget Period Start and End Date	pending
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.917
Grant contract's begin date	April 1, 2025
Grant contract's end date	March 31, 2026
Amount of federal funds obligated by this grant contract	\$150,800.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	pending
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	pending
Name of federal awarding agency	HRSA
Name and contact information for the federal awarding official	pending
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Dr. Ralph Alvarado Commissioner Ralph.Alvarado@tn.gov 615-532-6942
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	14.7%

ATTACHMENT 5
GRANT BUDGET
(BUDGET PAGE 2)

HAMILTON COUNTY HEALTH DEPARTMENT - Ryan White Part B CORE MEDICAL SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2026.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ <small>(detail schedule(s) attached as applicable)</small>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$103,800.00	\$0.00	\$103,800.00
2	Benefits & Taxes	\$32,000.00	\$0.00	\$32,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,000.00	\$0.00	\$1,000.00
6	Telephone	\$3,500.00	\$0.00	\$3,500.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$900.00	\$0.00	\$900.00
10	Printing & Publications	\$200.00	\$0.00	\$200.00
11, 12	Travel/ Conferences & Meetings ²	\$2,200.00	\$0.00	\$2,200.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ² (inc. gas cards)	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (5.08% of Salary & Benefits)	\$6,900.00	\$0.00	\$6,900.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$150,800.00	\$0.00	\$150,800.00

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

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

ATTACHMENT 5 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

SALARIES								longevity	AMOUNT
James Arenas, Lead Public Health Representative	\$ 4,431.79	x	12	x	100%	+	\$ 450.00	\$53,631.48	
Caroline Foster, Public Health Representative	\$ 4,122.43	x	12	x	100%	+	\$ 675.00	\$50,144.16	
TOTAL ROUNDED								\$103,800.00	

TRAVEL / CONFERENCES & MEETINGS	AMOUNT	
Routine local travel	\$300.00	
Conferences and Meetings	\$1,900.00	
TOTAL ROUNDED		\$2,200.00



Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

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

PO # (Req.) PO Line # (Req.) Receipt# (Req.) Agency Invoice #

Edison Contract # Edison Vendor # Edison Address Line # AP Attachment (check if yes)

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

Contract Invoice # Invoice Date Service Start Date Service End Date

Contract Start Date Contract End Date

Contact Person Name Phone #

Remit Payment to:

Business Name

Street Address City State ZIP

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

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

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

Instructions & Hints

Do not send a worksheet that is linked to another file

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

Retain this file in blank form

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

File Names: Please use the following format when naming files.

name of agency REPORTING PERIOD END.xls

do not abbreviate the agency name

example: davidson county health MARCH 02.xls

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

Reporting periods are based on the Agency's fiscal year

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

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

Abbreviations - do not abbreviate the Agency name

Number pages using the "page ____ of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

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

Use additional expense and revenue pages for more than 2 contracts

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

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

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

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

Report by program within the State Contract Number within State Department

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

Do not combine State Contract Numbers

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

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

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

Do not send invoices with expense reports

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

e-mail completed files to: Policy3.AMO.Health@tn.gov

e-mail filing replaces mailing forms

or mailing Address:

Rushdi Eskarous

Telephone: 615-741-2974

Tennessee Department of Health

Fiscal Services

6th Floor Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

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

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

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

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

Line 1 Salaries And Wages

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

Line 2 Employee Benefits & Payroll Taxes

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

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

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

Line 5 Supplies

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

Line 6 Telephone

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

Line 7 Postage And Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and

shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy

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

Line 9 Equipment Rental And Maintenance

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

Line 10 Printing And Publications

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

Line 11 Travel

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

Line 12 Conferences And Meetings

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

Line 13 Interest

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

Line 14 Insurance

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

Line 15 Grants And Awards

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

Line 16 Specific Assistance to Individuals

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

Line 17 Depreciation

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

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

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

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

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

Line 23 Total Direct And Administrative Expenses

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

Line 24 In-Kind Expenses

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

Line 25 Total Expenses

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

SOURCES OF REVENUE

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

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

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

Line 32 Reimbursable State Program Funds

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

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

Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds

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

Line 35 Other State Funds

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

Line 36 Other Government Funds

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

Line 37 Cash Contributions (Non-government)

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

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

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state

funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

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

Line 40 Other Matching Revenue

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

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

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

Line 43 Total Revenue

Add lines 33, 41, and 42

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

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

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

Line 52 OTHER UNALLOWABLE EXPENSES:

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

Line 53 EXCESS ADMINISTRATION:

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

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

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources

of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

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

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

Line 56 TOTAL REIMBURSEMENT-TO-DATE

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

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

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

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

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

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary



AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

Schedule A, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)	0.00	0.00		0.00
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00		0.00
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				0.00
2	Employee Benefits & Payroll Taxes				0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telephone				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses (detail)				
a					0.00
b					0.00
c					0.00
d					0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

Annual (Final) Report*

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

***Submit one copy each to:**

- Invoices.HIV@tn.gov
- FA.Audit@tn.gov
- Maria.Suttin@tn.gov



Hamilton County Board of Commissioners RESOLUTION

No. 525-28

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN AN AMENDED CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$660,723.00 TO PROVIDE SEXUALLY TRANSMITTED INFECTION EDUCATION, PREVENTION AND CONTROL SERVICES IN HAMILTON COUNTY, FOR A TIME PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS, sexually transmitted diseases, including HIV continue to be a public health threat in Hamilton County; and

WHEREAS, appropriate and timely education, diagnosis, treatment and contact identification and treatment has been proven to be an effective means of controlling these diseases; and

WHEREAS, the Hamilton County Health Department provides this service to persons in Hamilton County; and

WHEREAS, the Tennessee Department of Health provides funding to support this service;

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

That the County Mayor be authorized to sign the attached amended contract in the amount of \$660,723.00 for the provision of Sexually Transmitted Infection Prevention and Surveillance Services for the residents of Hamilton County for a time period of January 1, 2023 through December 31, 2026 and increase the revenues and expenditures by \$115,241.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date

**AMENDMENT 2
OF GRANT CONTRACT GG-23-81773**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Hamilton County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Sixty Thousand, Seven Hundred Twenty-Three dollars (\$660,723.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment 1 and Attachment 2 are deleted in their entirety and replaced with the new attachments Attachment 1, and Attachment 2 attached hereto.
3. Grant Contract section D.20. Procurement. is deleted in its entirety and replaced with the following:
 - D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect,

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

HAMILTON COUNTY HEALTH DEPARTMENT

Sonia Calvin
Sonia Calvin, Interim Administrator

4/25/2025
Date

HAMILTON COUNTY GOVERNMENT

Weston Wamp
County Mayor

Date

DEPARTMENT OF HEALTH

_ Ralph Alvarado, MD, FACP
COMMISSIONER

Date

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Hamilton County Health Department
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	NH25PS005151
Federal award date	03/14/2025
Subaward Period of Performance Start and End Date	01/01/2023 – 02/28/2026
Subaward Budget Period Start and End Date	01/01/2023 – 02/28/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.977
Grant contract's begin date	January 1, 2023
Grant contract's end date	December 31, 2026
Amount of federal funds obligated by this grant contract	\$560,523.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$22,245,626.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	-Strengthening STD Prevention and Control for Health Departments (STD PCHD) -DIS Workforce Supplement
Name of federal awarding agency	CDC
Name and contact information for the federal awarding official	Christy Wipperfurth Grants Management Specialist lmh4@cdc.gov 770-488-3946
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Dr. Ralph Alvarado Commissioner Ralph.Alvarado@tn.gov 615-532-6942
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	14.6% as of the date of this contract

ATTACHMENT 2
GRANT BUDGET ROLL-UP
(BUDGET PAGE 1)

Hamilton County Health Department - STI Program		CONTRACT ROLLUP		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2023 and ending December 31, 2026.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$608,577.57	\$0.00	\$608,577.57
2	Benefits & Taxes	\$52,145.42	\$0.00	\$52,145.42
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (.0091% of Salaries)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$660,723.00	\$0.00	\$660,723.00

\$660,723.00 TOTAL CY23-CY25 Contract Budget Amount for Hamilton STI Program

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

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

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 2)

Hamilton County Health Department - STI Program	STATE CY23
--	-------------------

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2023 and ending December 31, 2023.

Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$31,900.00	\$0.00	\$31,900.00
2	Benefits & Taxes	\$1,500.00	\$0.00	\$1,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$33,400.00	\$0.00	\$33,400.00

\$33,400.00 State CY23 Award Amount

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3)

SALARIES	Rate	# of Months	Pct	(Longevity, if applicable)	AMOUNT
LYN ROSS, PHN MANAGER	\$ 5,867.73	x 12	x 45%	+ \$ 202.50	\$31,888.24
ROUNDED TOTAL					\$31,900.00

ATTACHMENT 2
GRANT BUDGET ROLL-UP
(BUDGET PAGE 4)

Hamilton County Health Department - STI Program		FEDERAL PCHD CY23		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2023 and ending December 31, 2023.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$81,841.00	\$0.00	\$81,841.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$81,841.00	\$0.00	\$81,841.00

\$81,841.00 Federal PCHD CY23 Award Amount

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

SALARIES	Rate		# of Months		Pct	(Longevity, if applicable)	AMOUNT
LYN ROSS, PHN MANAGER	\$ 5,867.73	x	12	x	20% +	\$ 90.00	\$ 14,172.55
ARLISIA CRAIG, LEAD DIS/STI MANAGER	\$ 4,610.59	x	12		52%	\$ 195.00	\$ 28,965.08
SHELBY NOLAN	\$ 4,029.92	x	12	x	80% +	\$ -	\$ 38,687.08
ROUNDED TOTAL							\$81,841.00

GRANT BUDGET ROLL-UP

(BUDGET PAGE 6)

Hamilton County Health Department - STI Program		FEDERAL DIS Workforce CY23		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2023 and ending December 31, 2023.				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$108,796.13	\$0.00	\$108,796.13
2	Benefits & Taxes	\$47,790.23	\$0.00	\$47,790.23
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (.0125 % of Salaries)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$156,586.36	\$0.00	\$156,586.36

Allocate to reflect
ACTUALS SPENT for
January 1, 2023 -
December 31, 2023 of
\$156,586.36 HL00019075 STI DIS

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 7)

SALARIES	Rate		# of Months	Pct	(Longevity, if applicable)		AMOUNT
ALLISON PRENTICE, PSR	\$ 3,188.10	x	12	x 100%	+	\$2,250.01	\$40,507.20
LAURIE TUCKER, LEAD DIS (JAN-MAY)	\$ 11,896.06	x	4.5	x 48%	+		\$25,695.50
ARLISIA CRAIG, LEAD DIS (MAY-DEC)	\$ 4,404.71	x	7.5	x 48%	+	\$180.01	\$16,036.97
SHELBY NOLAN/GILLIAN, PHR/DIS	\$ 3,832.90	x	12	x 20%	+		\$9,198.95
ARLISIA CRAIG PHR/DIS (JAN-MAY)	\$ 3,938.46	x	4.5	x 65%	+		\$11,519.98
JESSICA THRASHER, PHR/DIS (OCT-DEC)	\$ 3,592.34	x	2.5	x 65%	+		\$5,837.54
VACANT PHR/DIS	\$ -	x	12	x 100%	+		\$0.00
VACANT PHR/DIS PT	\$ -	x	12	x 60%	+		\$0.00
INTERPRETER PT	\$ -	x	12	x 60%	+		\$0.00
					+		
ROUNDED TOTAL							\$108,796.13

ATTACHMENT 2
GRANT BUDGET ROLL-UP
(BUDGET PAGE 8)

Hamilton County Health Department - STI Program		FEDERAL DIS Workforce CY24		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2024 and ending December 31, 2024.				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$109,957.59	\$0.00	\$109,957.59
2	Benefits & Taxes	\$1,755.19	\$0.00	\$1,755.19
4 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (.685% of Salaries)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$111,712.78	\$0.00	\$111,712.78

\$111,712.78 Allocate to reflect ACTUALS SPENT for January 1, 2024 - December 31, 2024 of HL00019075 STI DIS Workforce funds

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 0)

SALARIES	Rate	# of Months	Pct	(Longevity, if applicable)	AMOUNT
ALLISON PRENTICE, PSR	\$ 3,359.59	x 12	x 100%	\$ 2,250.00	\$ 42,565.05
ARLISIA CRAIG, LEAD DIS	\$ 4,608.59	x 12	x 48%	\$ 216.00	\$26,761.46
SHELBY NOLAN/GILLIAN, PHR/DIS	\$ 4,027.92	x 12	x 20%		\$9,667.01
JESSICA THRASHER, PHR/DIS	\$ 3,969.75	x 12	x 65%		\$30,964.05
VACANT PHR/DIS	\$ 3,971.75	x 0	x 100%		\$0.00
			*		
ROUNDED TOTAL					\$109,957.59

ATTACHMENT 2
GRANT BUDGET ROLL-UP
(BUDGET PAGE 10)

Hamilton County Health Department - STI Program				STATE CY24
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2024 and ending December 31, 2024.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$32,300.00	\$0.00	\$32,300.00
2	Benefits & Taxes	\$1,100.00	\$0.00	\$1,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$33,400.00	\$0.00	\$33,400.00

\$33,400.00 CY24 State Award Amount

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 11)

SALARIES	Rate	# of Months	Pct	(Longevity, if applicable)	AMOUNT	
LYN ROSS, PHN MANAGER	\$ 5,864.73	x 12	x 45%	+	\$ 641.25	\$32,310.79
ROUNDED TOTAL						\$32,300.00

ATTACHMENT 2
GRANT BUDGET ROLL-UP
(BUDGET PAGE 12)

Hamilton County Health Department - STI Program		FEDERAL PCHD CY24		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2024 and ending December 31, 2024.				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$81,841.00	\$0.00	\$81,841.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$81,841.00	\$0.00	\$81,841.00

\$81,841.00 Federal PCHD CY24 Award Amount

¹ Each expense object line-item shall be defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 13)

SALARIES	Rate		# of Months	Pct		(Longevity, if applicable)	AMOUNT
LYN ROSS, PHN MANAGER	\$ 5,864.73	x	12	x	20%	+	\$ 14,360.35
ARLISIA CRAIG, LEAD DIS/STI MANAGER	\$ 4,608.59	x	12		52%		\$ 28,812.76
SHELBY NOLAN/GILLIAN	\$ 4,027.92	x	12	x	80%	+	\$ 38,667.88
ROUNDED TOTAL							\$ 81,841.00

GRANT BUDGET ROLL-UP

(BUDGET PAGE 14)

Hamilton County Health Department - STI Program				STATE CY25
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2025 and ending December 31, 2025.				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$33,400.00	\$0.00	\$33,400.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$33,400.00	\$0.00	\$33,400.00

\$33,400.00 CY25 State Award Amount

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 15)

SALARIES	Rate		# of Months		Pct		(Longevity, if applicable)	AMOUNT
LYN ROSS, PHN MANAGER	\$ -	x	12	x	45%	+	\$ -	\$0.00
ROUNDED TOTAL								\$0.00

ATTACHMENT 2
GRANT BUDGET ROLL-UP
 (BUDGET PAGE 16)

Hamilton County Health Department - STI Program		FEDERAL DIS Workforce CY25		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2025 and ending December 31, 2025.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$46,700.86	\$0.00	\$46,700.86
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (.685% of Salaries)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$46,700.86	\$0.00	\$46,700.86

\$46,700.86 REMAINING UNSPENT of HL00019075 STI DIS Workforce for CY24

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

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

ATTACHMENT 2
GRANT BUDGET ROLL-UP
(BUDGET PAGE 189)

Hamilton County Health Department - STI Program		FEDERAL PCHD CY25		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2025 and ending December 31, 2025.				
Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$81,841.00	\$0.00	\$81,841.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$81,841.00	\$0.00	\$81,841.00

\$81,841.00 Federal PCHD CY25 Award Amount

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

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

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 19)

SALARIES	Rate		# of Months		Pct	(Longevity, if applicable)		AMOUNT
LYN ROSS, PHN MANAGER	\$6,148.70	x	12	x	20%	+	\$ 300.00	\$ 15,056.72
ARLISIA CRAIG, LEAD DIS/STI MANAGER	\$4,700.76	x	12		52%		\$ 273.00	\$ 29,605.58
SHELBY NOLAN/GILLIAN	\$4,111.25	x	12	x	75.36%	+	\$ -	\$ 37,178.70
<p style="text-align: center;">ROUNDED TOTAL</p>								<p style="text-align: right;">\$ 81,841.00</p>

GRANT BUDGET ROLL-UP

(BUDGET PAGE 20)

Hamilton County Health Department - STI Program **STATE CY26**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2026 and ending December 31, 2026.

Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

\$0.00

¹ Each expense object line-item shall be defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007(posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library-.html>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 21)

SALARIES	Rate	# of Months	Pct	(Longevity, if applicable)	AMOUNT
LYN ROSS, PHN MANAGER	\$ -	x 12	x 45%	\$ -	\$0.00
ROUNDED TOTAL					\$0.00



Hamilton County Board of Commissioners RESOLUTION

No. 525-29

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTINUING CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE HAMILTON COUNTY HEALTH DEPARTMENT, TO BUILD LOCAL CAPACITY TO IMPROVE PUBLIC HEALTH RESPONSE TO THE SUBSTANCE MISUSE EPIDEMIC IN HAMILTON COUNTY, TENNESSEE USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$175,900.00 FOR THE PERIOD BEGINNING SEPTEMBER 1, 2025, ENDING AUGUST 31, 2026.

- WHEREAS, the Hamilton County Health Department is seeking to continue an arrangement with the State of Tennessee, Department of Health for the provision of Overdose Prevention; and
- WHEREAS, these state-funded services **continue** to focus on identifying populations at high-risk for adverse consequences from substance misuse and to employ evidence-based interventions that are responsive to population needs; and
- WHEREAS, these state-funded services **continue** to focus on convening and administering a multi-sector Substance Misuse Task Force of relevant community stakeholders to review local data, assess community resources, develop strategies and programs, and review on-going progress; and
- WHEREAS, these state-funded services **will be** utilized to work collaboratively with partners to develop a program to engage patients after an overdose and link them to treatment and care.

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

That the County Mayor is authorized to accept a continuing contract between the Tennessee Department of Health and Hamilton County Tennessee, the Health Services Division operating as the Hamilton County Health Department, in the amount of \$175,900, for funding to build local capacity to improve public health response to the substance misuse epidemic in Hamilton County, Tennessee for the time period of September 1, 2025 through August 31, 2026.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk


Approved:

Vetoed:

County Mayor

May 14, 2025

Date

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date September 1, 2025		End Date August 31, 2026		Agency Tracking # 34360-00826	Edison ID
Grantee Legal Entity Name Hamilton County Health Department					Edison Vendor ID 4208
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number 93.136			
		Grantee's fiscal year end June 30th			
Service Caption (one line only) Public Safety Partnerships in High Impact Areas (HIAs)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		\$146,600.00			\$146,600.00
2027		\$29,300.00			\$29,300.00
TOTAL:		\$175,900.00			\$175,900.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The grantee was chosen as a High-Impact Area upon examination of fatal and non-fatal counts. In 2022, Hamilton County had the 4 th highest count of fatal overdoses among TN's 95 counties. The Tennessee Department of Health will focus on counties most highly impacted by fatal and non-fatal overdoses for intervention in order to have an opportunity to effect change with populations at risk for adverse consequences of the substance misuse epidemic.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Eric Buchholz</i>				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00018389		Account Code (optional) 71304000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of High-Impact Area substance misuse epidemic response, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. Overdose Monitoring and Response Plan – a plan to respond to an acute overdose event in a given community. Plan should include at a minimum— spike identification, incident command structure, data sources, communication strategies and prevention interventions;
 - b. High Impact Area (HIA) – a county or group of counties in the state of TN that has been highly impacted by the substance misuse epidemic, measured by a count of fatal and non-fatal overdoses that exceeds the statewide average; and
 - c. Substance Misuse Task Force – a multi-sector working group of stakeholders convened to examine county data and trends, design and implement interventions and assume accountability for reviewing progress.
 - d. Medication Assisted Treatment (MAT)- the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders.
 - e. Naloxone- an opioid antagonist medication used to reverse the effects of acute opioid overdose in an emergency situation.
 - f. Navigation Program – helps individuals struggling with substance use disorders access and navigate treatment and recovery services, often by connecting them with peer support and resources, and ensuring continuity of care.
 - g. Navigator – a person who helps individuals struggling with addiction access the care and resources they need, acting as a bridge between the hospital or emergency room and treatment services.
- A.3. Service Goals. To build local capacity to improve public health response to the substance misuse epidemic in Hamilton County, Tennessee. To use available data to identify populations at high-risk for adverse consequences from substance misuse and employ evidence-based interventions that are responsive to population needs.
- A.4. Service Recipients. Populations at high-risk from the adverse consequences of substance misuse in Hamilton County, Tennessee.

A.5. Service Description.

In furtherance of the goal to build local capacity to improve response to the overdose epidemic, the Grantee shall:

- a. Continue to convene and administer a multi-sector Substance Misuse Task Force of relevant community stakeholders. Hold regular meetings with the Substance Misuse Task Force to review local data, assess community resources, develop strategies and programs, and review on-going progress. Assume accountability for making improvements as needed to positively impact the county's substance misuse epidemic;
- b. Monitor and update Overdose Monitoring and Response plan for Hamilton County with relevant partners as needed. The plan should include area specific information and directives on: how to identify a spike in overdoses, review of deidentified sources of state surveillance data used to drive decision making, incident command structure, and communication networks. Provide incident reporting on spike alerts. Implement county-specific data to action meetings with key stakeholders. Collaborate with local response team to conduct a Tabletop exercise and refine OMAR Plan.
- c. Continue to participate and support community substance abuse prevention education programs, for the community with a goal of reducing stigma, promoting harm reduction and providing fact-based education to targeted populations. Coordinate and host at least one community outreach education event to reach targeted at-risk populations during the contract term.
- d. Develop and implement a Navigation Program. Employ a Navigator to receive referrals from health department clinics and other community partners, assess patient needs and connect patients to substance use disorder treatment, harm reduction and social service programs that contribute to their journey to recovery.

A.6. Service Reporting. The Grantee shall provide to the State a bi-monthly, or more frequently as indicated in Service Deliverable (A.7.) report with the following information to maintain compliance:

- a. Number of Substance Misuse Task Force meetings convened;
- b. Number of times the Overdose Monitoring and Response Plan is activated during reporting period;
- c. Number and description of community outreach prevention education events;
- d. Number of patients screened for Navigation during the reporting period;
- e. Number of patients accepting Navigation services during the reporting period;
- f. Number of patients connected to treatment and other services during the reporting period;
- g. The number of naloxone and fentanyl test strips distributed by zip code
- h. Number and details of equity-focused activities conducted;
- i. Narrative detailing successes, challenges, and need for technical assistance;
- j. Narrative on gaps and recommendations;
- k. Record navigation tracking attempts and follow-ups .

A.7. Service Deliverables. The Grantee shall provide the following:

Deliverable	Contract Section	Delivery Date	Report to/Approved by?
Record, maintain, and submit Substance Misuse Task Force meeting minutes.	A.5.a.	Quarterly	Report to State

Notify State of Hamilton County spike alerts.	A.5.b	As they occur	Report to State
Create and submit metrics reports in REDCap.	A.6.a.-i.	Bi-monthly	Report to State
Record navigation to services in REDCap	A.6.d.-f., j.	As they occur	Report to State
Update resource directory of substance abuse treatment providers and other community services for navigation	A.5.e	As they occur	Report to State

- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.
- A.9. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.10. In the performance of the services under this Grant Contract, the Grantee will collect and maintain data for its own use. The Grantee will not host any information for or on behalf of the State.
- B. TERM OF GRANT CONTRACT:**
- B.1. This Grant Contract shall be effective on September 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- C. PAYMENT TERMS AND CONDITIONS:**
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Seventy-Five Thousand Nine Hundred Dollars (\$175,900.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 2, 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 duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Kris Dixon, Grant Manager
 Overdose Response Coordination Office
 Tennessee Department of Health
 2nd Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Kristina.D.Dixon@tn.gov
 Telephone # (615) 490-5011

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health & Overdose Response Coordination Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely

as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State. (Attachment 4)
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of

audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a

minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Kris Dixon, Grants Manager
 Overdose Response Coordination Office
 Tennessee Department of Health
 2nd Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Kristina.D.Dixon@tn.gov
 Telephone # (615) 490-5011

or

Kristen Zak, Director

Overdose Response Coordination Office
 Tennessee Department of Health
 2nd Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
Kristen.Zak@tn.gov
 Telephone # 615-866-7257

The Grantee:

Sonia Calvin, Interim Administrator
 Hamilton County Health Department
 921 East Third Street Chattanooga, TN 37403-2102
SoniaJC@HamiltonTN.gov
 Telephone # (423) 209-8000
 FAX # (423) 209-8287

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract. (Attachment 5)
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. 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.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that

all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

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

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- e. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.qsa.gov>.

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

- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6: Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E. 7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.136 Injury Prevention and Control Research and State and Community Based Programs.
- E.8. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

The Contractor shall protect State Data as follows:

The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

IN WITNESS WHEREOF,

HAMILTON COUNTY HEALTH DEPARTMENT:

Sonia Calvin

5/8/2025

GRANTEE SIGNATURE

DATE

Sonia Calvin, Interim Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Weston Wamp, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER

DATE

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Hamilton County Health Dept.
Subrecipient's Unique Entity Identifier (SAM)	EH7CGDK3LAN9
Federal Award Identification Number (FAIN)	NU17CE010208-02-02
Federal award date	12/18/24
Subaward Period of Performance Start and End Date	9/1/2025 - 8/31/2026
Subaward Budget Period Start and End Date	9/1/2025 - 8/31/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.136 Injury Prevention and Control Research and State and Community Based Programs
Grant contract's begin date	9/1/2025
Grant contract's end date	8/31/2026
Amount of federal funds obligated by this grant contract	\$175,900.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,343,696.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Overdose Data to Action V.2 in States: Using Surveillance Data to Drive Overdose Prevention and Response in Tennessee
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Natasha Jones, Grants Management Officer Centers for Disease Control and Prevention Mgz2@cdc.gov
Name of pass-through entity	Tennessee Dept. of Health
Name and contact information for the pass-through entity awarding official	Kris Dixon 710 James Robertson Pkwy. – 2 nd Floor Nashville, TN 37243 615-490-5011 Kristina.D.Dixon@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	15.13%

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 1)

HAMILTON COUNTY HEALTH DEPARTMENT- PUBLIC SAFETY PARTNERSHIPS IN HIGH IMPACT AREAS (HIAS)				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning September 1, 2025, and ending August 31, 2026.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$108,500.00	\$0.00	\$108,500.00
2	Benefits & Taxes	\$52,000.00	\$0.00	\$52,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$5,100.00	\$0.00	\$5,100.00
6	Telephone	\$1,000.00	\$0.00	\$1,000.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$3,000.00	\$0.00	\$3,000.00
11, 12	Travel/ Conferences & Meetings ²	\$2,000.00	\$0.00	\$2,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (2.5% of Salaries & Benefits)	\$4,000.00	\$0.00	\$4,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$175,900.00	\$0.00	\$175,900.00

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

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES	Monthly Salary		# of Months		% of FTE	AMOUNT
Katrina Hereford, Health Program Manager	\$5,083.33	x	12	x	100%	\$61,000.00
Vacant, Harm Reduction Navigator	\$3,956.33	x	12	x	100%	\$47,476.00
ROUNDED TOTAL						\$108,500.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$2,000.00
TOTAL	\$2,000.00



Invoice Reimbursement Form

Contract #
 Supplier Name
 Program Name

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

PO # (Req.) PO Line # (Req.) Receipt # (Req.) Agency Invoice #
 Edison Contract # Edison Vendor # Edison Address Line # AP Attachment (check if yes)

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

Contract Invoice # Invoice Date Service Start Date Service End Date
 Contract Start Date Contract End Date
 Contact Person Name Phone #

Remit Payment to:

Business Name
 Street Address City State ZIP

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

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A,
- Schedule B, and
- Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.

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

Schedule Headings

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

Column Headings

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

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

Program Columns

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

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

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

Do not send a worksheet that is linked to another file

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

or Mailing Address:

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

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov

Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

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

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

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

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

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

References:

[2 CFR Part 200.430](#)

Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

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

References:

[2 CFR Part 200.431](#)

Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

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

Line 4 Professional Fees

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

References:

[2 CFR Part 200.459](#)
Form 990 Part IX line 11

Line 5 Supplies

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

References:

[2 CFR Part 200.453](#)
Form 990 Part IX line 13

Line 6 Telecommunication

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

References:

[2 CFR Part 200.471](#)
Form 990 Part IX line 13

Line 7 Postage and Shipping

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

References:

[2 CFR Part 200.474](#)
Form 990 Part IX line 13

Line 8 Occupancy

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

References:

[2 CFR Part 200.465](#)
Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

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

References:

[2 CFR Part 200.452](#)
Form 990 Part IX line 13

Line 10 Printing and Publications

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

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

Line 11

Travel

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

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

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

References:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

Line 12

Conference and Meetings

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

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

Line 13

Interest

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

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

Line 14

Insurance

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

References:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15

Grants and Awards

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16

Specific Assistance to Individuals

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

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17

Depreciation

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

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18

Other Nonpersonnel Expenses

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

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

a) Advertising:

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

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) Information Technology:

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

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

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

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

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

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

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

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

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

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

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

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

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

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

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

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

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

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19

Total Nonpersonnel Expenses

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

Line 20

Reimbursable Capital Purchases

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

References:

[2 CFR Part 200.439](#)

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

Line 21 Total Direct Program Expenses

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

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22 Administrative Expenses

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

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

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

Line 24 In-Kind Expenses

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

References:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25 Total Program Expenses

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

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

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

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

Purpose/Scope

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

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

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

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

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

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

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

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

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

• Matching Revenue Funds

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

Line 34 Other Federal Funds

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

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

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

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

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

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

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

References:
Form 990 Part VIII 1f

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

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

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

References:

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

Line 39 Program Income

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

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

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

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

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

References:

Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

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

Line 52 Other Unallowable Expenses

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

Line 53 Excess Administration

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

Line 54 Matching Expenses

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

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

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

Line 56 Total Reimbursement To Date

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

Line 57 Difference (Line 55 minus Line 56)

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

Line 58 Advances

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

Line 59 This Reimbursement (Line 57 minus 58)

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

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

Purpose/Scope

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

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

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

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

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

**TOTAL EXPENSE SUMMARY REPORT
Schedule C**

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

Instruction for Columns

Total Direct Program Expenses Column

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

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.

- II. The cumulative year-to-date expenses for fund-raising activities, if any.

- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

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

Grand Total Column

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

**STATE OF TENNESSEE
PROGRAM EXPENSE REPORT**

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages: _____

Contractor/Grantee Name: _____

Report Period: _____

Contracting State Agency: _____

Program Name: _____

Assistance Listing Number/Program Number: _____

Edison Contract Number: _____

Grant/Contract Term: _____

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

**STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT**

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

**STATE OF TENNESSEE
NONGRANT / UNALLOWABLE EXPENSE REPORT**

Schedule A-1-Q1-Q4

Page # of # Pages: _____

Contractor/Grantee Name: _____

Report Period: _____

Contracting State Agency: _____

Program Name: _____ **A** _____

Assistance Listing Number/Program Number: _____

Edison Contract Number: _____

Grant/Contract Term: _____

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

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

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

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

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

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

**STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT**

Schedule C

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

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

Attachment 5

Annual (Final) Report*

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

Submit one copy to:

Kris Dixon, Grants Manager and Financial Manager, Overdose Response Coordination Office (ORCO), TN Department of Health;

Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and

fa.audit@tn.gov, TN Department of Finance and Administration



Hamilton County Board of Commissioners RESOLUTION

No. 525-30

A RESOLUTION TO APPROVE THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$35,000 TO HAMILTON COUNTY SCHOOLS TO ASSIST WITH THE NEW LIGHTING PROJECT FOR THE NEW TENNIS COURTS AT SHACKLEFORD RIDGE PARK.

WHEREAS, a need has been identified for new lights for the newly built tennis courts located at Shackleford Ridge Park; and,

WHEREAS, the project will be overseen and managed by a representative from Hamilton County Schools; and,

WHEREAS, there are sufficient funds available for this project that were previously allocated to Parks and Recreation in the 2024 Bond Fund.

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

That the expenditure of funds in an amount not to exceed \$35,000 to Hamilton County Schools for the new lighting project for the new tennis courts located at Shackleford Ridge Park is approved, and authorizing the County Mayor to sign any documents necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Hamilton County Board of Commissioners RESOLUTION

No. 525-31

A RESOLUTION ACCEPTING THE BIDS OF ADMAN ELECTRIC, INC., ALLIED ELECTRICAL, INC., MOUNTAIN CITY ELECTRIC, INC., NABCO ELECTRIC COMPANY, INC., AND TRI STATE ELECTRICAL CONTRACTORS FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, BEGINNING JUNE 15, 2025, THROUGH JUNE 14, 2026, FOR ELECTRICAL SERVICES FOR FACILITIES MAINTENANCE AND VARIOUS COUNTY DEPARTMENTS AS NEEDED AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for electrical services for the Facilities Maintenance Department; and,

WHEREAS, the bids from Adman Electric, Inc., Allied Electrical, Inc., Mountain City Electric, Inc., NABCO Electric Company, Inc., and Tri State Electrical Contractors were considered to be the lowest and best bids received; and,

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

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

That the bids of Adman Electric, Inc., Allied Electrical, Inc., Mountain City Electric, Inc., NABCO Electric Company, Inc., and Tri State Electrical Contractors for one (1) year contract unit pricing, with the option to renew for three (3) additional one-year terms, beginning June 15, 2025 through June 14, 2026, for electrical services for Facilities Maintenance and various County Departments as needed are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date

VENDORS:	Adman Electric, Inc. (HC)		Allied Electrical, Inc. (HC)		Mountain City Electric, Inc. (HC)		NABCO Electric Company, Inc. (HC)		Tri State Electrical Contractors (HC)	
	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>
UNIT PRICE RATE FOR LICENSED ELECTRICAL SERVICES										
Electrical Foreman	\$75.00	\$138.00	\$98.00	\$190.00	\$83.89	\$167.78	\$75.32	\$142.64	\$80.00	\$120.00
Electrician Apprentice 1	\$30.00	\$51.00	\$39.00	\$78.00	\$35.95	\$71.90	\$32.60	\$57.20	\$33.00	\$49.50
Electrician Apprentice 2	\$30.00	\$51.00	\$39.00	\$78.00	\$35.95	\$71.90	\$40.40	\$72.80	\$41.00	\$61.50
Electrician Apprentice 3	\$39.00	\$68.00	\$43.00	\$86.00	\$39.98	\$79.96	\$43.29	\$78.58	\$44.00	\$66.00
Electrician Apprentice 4	\$42.00	\$74.00	\$48.00	\$96.00	\$43.95	\$87.90	\$48.87	\$89.74	\$50.00	\$75.00
Electrician Apprentice 5	\$40.00	\$70.00	\$52.00	\$104.00	\$59.91	\$119.82	\$54.45	\$100.90	\$56.00	\$84.00
Electrician Helper	\$29.00	\$50.00			\$19.15	\$38.30	\$24.60	\$45.20	\$21.00	\$31.50
Electrician Journeyman	\$72.00	\$132.00	\$94.00	\$180.00	\$79.90	\$159.80	\$72.75	\$137.50	\$75.00	\$112.50
IMSA Certified Traffic Signal Field Technician Level II	NA	NA			NA	NA	\$77.15	\$146.30	\$55.00	\$82.50
IMSA Certified Traffic Signal Senior Field Technician Level III	NA	NA			NA	NA	\$78.79	\$149.58	\$75.00	\$112.50
UNIT PRICE RATE FOR SPECIALIZED EQUIPMENT <i>Pricing to include operator with no mileage charge</i>										
Boom Lift - 60 feet	\$20.00	\$20.00			NA	NA	\$145.00	\$209.75	\$25.00	\$25.00
Forklift - 6000 pound reach	\$20.00	\$20.00			NA	NA	\$97.75	\$162.50	\$8.00	\$8.00
Scissor Lift - 26 feet	\$10.00	\$10.00			\$102.50	\$182.00	\$86.75	\$151.50	\$5.00	\$5.00
Bucket/Derrick Truck - 45 foot boom	\$20.00	\$20.00	\$125.00	\$195.00	\$104.90	\$189.80	\$137.75	\$202.50	\$35.00	\$35.00
Bucket/Derrick Truck - 65 foot boom	\$20.00	\$20.00	\$140.00	\$210.00	NA	NA	\$147.75	\$212.50	\$45.00	\$45.00
Crane - 60 foot boom	\$20.00	\$20.00			NA	NA	\$190.00	\$262.00	\$35.00	\$35.00

Delivery	1 week depending on scope	Immediately	In Perspn	Upon receipt	
Terms	Net 45	Net 30	Net 30	Net 30	
Exceptions noted	No	No	No	No	No

Request For Bids:	
Newspaper Ad:	4.25.2025
Vendor Notification:	186
Vendor Response:	5
Budgeted:	Operating

Low bid(s) specs in yellow
 Did not meet specs in blue



INVITATION TO BID
BID # 0425-045: Electrical Services
Hamilton County, TN

I. STATEMENT OF INTENT

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for licensed electrical services for the Hamilton County Facilities Maintenance Department and various other departments, under a contract price agreement. For purposes of this bid, the terms Bidder, Contractor, Company, and Vendor are used interchangeably.

The initial contract period will be for one (1) year from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout each term of this contract, with the exception of possible price adjustments at the time of renewal (see IX. CONTRACT TERMS).

II. RESPONSIBILITY OF QUALIFIED BIDDERS

Bidders should be financially sound and able to perform fully and/or provide, according to the specifications, all minimum requirements as listed. Each bidder is responsible for carefully reading this document and understanding its contents. Vendors who have previously submitted bids for the same commodity or service should not presume that the specifications, terms and conditions are necessarily the same. There may be differences that would only be realized after carefully reading the entire bid document.

III. SCOPE OF SERVICES

These specifications are the minimum requirements that contractors must meet for the solicitation and include the following:

- A. The contractor shall provide licensed electrical services, tools, transportation, labor and supervision, for the repair and maintenance of electrical equipment as requested at County sites and buildings;
- B. Contractors may submit pricing for any or all line items on the PRICING FORM, submission of pricing for all line items is not required to be considered for award of bid;
- C. The contractor shall ensure that all work is completed in a neat, clean, and safe manner and all materials requiring disposal are removed and properly disposed of from worksite;
- D. The Contractor vendor shall provide the services as scheduled by the County or on an “as needed” basis as requested – the County will attempt to schedule the work to optimize the use of the vendor’s personnel and equipment when it is needed;
- E. The contractor shall perform work on a straight time basis, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the County’s direction. The vendor shall agree to a ninety-six (96) hour response time to arrange to visit worksite for routine calls, and to provide a scope of work (SOW) within forty-eight (48) hours after visit to worksite to include a proposed schedule for completion of job;
- F. The contractor shall perform emergency work as requested by the County. Response to the need for emergency work shall be within two (2) hours of notification, with work to commence immediately. Emergency work will be paid at the overtime rates. Upon award, the vendor shall supply an after-hours contact name and phone number to be used as needed for notification of the need for emergency work;
- G. The contractor shall provide licensed electrical service personnel and specialized equipment, as needed, to perform various tasks requested by the County in accordance with the agreed hourly rates (see BID SUBMISSION FORM). All hourly rates shall include employee’s hourly rate of compensation under each classification, to include all labor and benefit cost, overhead, profit, supervision, and any other charges –

it shall not include travel time or break/lunch time;

- H. The County will not pay for meals and other incidental items for the vendor's employees;
- I. The contractor shall review the various projects and assignments with County personnel, to determine labor, materials, and equipment needed, and to provide any other planning or requirements of the work;
- J. Only parts and materials supplied by vendor to the County shall be considered for payment – specific to each project the County will have the option to provide some or all of the electrical materials to the vendor for installation, to ensure best value for the County in accordance with Hamilton County Procurement Rules;
- K. The contractor shall provide on-site supervision on each job assignment;
- L. The contractor's employees shall at all times wear clothing, badges, or other apparatus approved by the County, identifying them as employees of the contractor – all contractor employees shall identify themselves by name and position at any time requested by the public or a County representative;
- M. The contractor shall ensure at least one (1) person on each crew is fluent in English and he or she must be available at all times and at all worksites to courteously and adequately address any inquiries regarding the contractor's activities;
- N. The contractor's personnel shall comply with all County work rules and regulations when on site;
- O. The contractor shall comply with all applicable safety requirements and regulations, federal, state or local, including conformity to all OSHA safety requirements;
- P. The contractor may, at the County's sole discretion, be required to submit written proof of such compliance (i.e., permits, etc.);
- Q. The contractor must comply with all local, state, and federal laws pertaining to drug free workplace, illegal alien employee verification, and criminal background checks required for work on school grounds and security sensitive locations;
- R. The contractor must comply with Davis Bacon wage requirements for any applicable projects, and may be required to submit certified payroll for Davis Bacon reporting upon request from the County;
- S. The contractor must submit a qualification statement indicating a minimum of five (5) years' experience in the performance of licensed electrical services – the contractor may, at the County's sole discretion, be required to submit proof of licensure on acceptance of SOW by the County;
- T. The contractor shall submit a minimum list of five (5) customers for whom the contractor has performed the services similar to those specified in this document during the past three (3) years – the list shall include names, addresses, telephone numbers, email address and contact person who is knowledgeable of services provided; and
- U. Prices will be guaranteed not to increase during the initial term of the contract, with the exception of possible price adjustments at the time of renewal (see IX. CONTRACT TERMS).

IV. INSPECTION

The services furnished by the contractor shall be subject to inspection and approval by the County's designated representative. Payment may be withheld for any work not complying with the order specifications until deficiencies are corrected. Deficiencies shall be corrected at the sole expense and risk of the Contractor.

V. WORKER REMOVAL

All workers shall have sufficient skill and experience to perform the assigned work properly and safely. The County reserves the right to demand the removal of any employee of an awarded contractor from any work covered by these specifications if, in the sole opinion of the County, such employee shows insufficient experience or fails to make due and proper effort to execute the work in the manner prescribed.

VI. ASSIGNMENT OR SUBCONTRACTING

Any subcontractors must be approved in writing by Hamilton County **prior to** participating under this contract. The contractor shall include each of its subcontractors as insured under the policies of insurance required herein or ensure that their subcontractors meet the minimum requirements for insurance specified herein.

VII. VOLUME OF SERVICE REQUIRED

The County is not obligated to provide the awarded contractor(s) with any specific amount of work with respect to these services during the term covered by this bid.

It should be further noted that the County retains, at its option, the right to assign any or the entire task to its own personnel or in the event of default by the successful Bidder(s), to other parties engaged in this type of work.

VIII. AWARD OF CONTRACT

Hamilton County reserves the right to award this contract to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

Award of the contract shall be evaluated on a variety of factors. In addition to cost, technical competence, references, experience, compliance with specifications, performance history, and other factors requisite to adequate and satisfactory performance will be considered as a part of the final decision.

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

IX. CONTRACT TERMS

The terms of this agreement shall be for one (1) year from the date of acceptance with the option to renew for three (3) additional one-year renewals. In the event that Hamilton County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price adjustments and minor scope additions and/or deletions which may be agreed upon by both parties. Any such price increase will only be allowed at time of renewal and must have documentation as to the justification/proof as to rationale for the increase and will be subject to review and approval by the County. Any requested adjustment shall be fully documented with a justification, and submitted to the Hamilton County Procurement Department at least ninety (90) days prior to the contract anniversary date.

Note that these are automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for each additional term. The successful proposer(s) will be required to enter into a contract with Hamilton County to satisfy the requirements of this bid. Bid specifications will be incorporated into the contract. Either party may terminate this agreement with a ninety (90) day written notice.

X. ACCEPTANCE AND WARRANTY

The contractor shall warrant, unless otherwise specified, all materials and equipment supplied under this contract whether installed initially or as repair or replacement under this warranty, shall be new, in first class condition and in accordance with the contract documents. Neither the final certificate of payment nor any provision in this document, nor partial or complete use of the project by the County shall constitute an acceptance of work not done in accordance with the contract document or relieve the vendor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship.

The vendor further warrants that all work to be free from defects in material and workmanship for a period of one (1) year following delivery of work to the County. Upon written notice from the County, the vendor shall immediately repair or replace, at his own expense, all or any parts that may prove to be defective during the period of this warranty. The vendor further warrants that any such repair or replacement shall remain in satisfactory working order and condition for a period of one (1) year after the repair is made or the replacement parts installed. Vendor shall remedy any defects and pay for any damages resulting therefrom which appear within a period of one year after final acceptance of the work.

XI. PAYMENT

The County shall pay the successful Bidder(s) for all work on the basis of hours actually worked on assigned project sites. Payment will not be made until the work has been inspected and completed to the satisfaction of the contracting department. Deficiencies shall be corrected at the sole expense and risk of the Contractor.

Travel time (the time it takes the bidder’s crew and equipment to arrive at a job site) is not considered a payable item by the County and will not be paid for by the County. Fuel surcharges are not allowed and all fuel costs should be included as a part of the stated hourly rates.

It is expected that a majority of the work subject to this bid will be done during the usual and ordinary working hours on regular workdays. Emergencies and/or natural disasters may require a different schedule to be determined at the time of assignment.

Invoices are to be submitted as work is performed, or on a weekly or monthly basis for projects with extended time periods. Instructions as to invoicing addresses will be specified at the time of the assignment, as the work assignments may come from different departments within the County.

XII. MINIMUM LIMITS OF INSURANCE

The contractor shall provide written confirmation of the following minimum limits of insurance and enclose a sample Certificate of Insurance demonstrating that they have this coverage:

- A. *Commercial General Liability Insurance*: \$2,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent Contractors
 - vi. Broad Form Property Coverage
 - vii. Personal Injury

- B. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-owned Autos
 - iii. Hired Autos
- C. *Workers' Compensation and Employers' Liability Insurance*: Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

Hamilton County shall be listed as an additional insured on the above required Commercial General Liability insurance policy, as well as other policies to be determined by the County. 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.

For listing purposes as to the additional insured use the following:

Hamilton County, TN
Attn: Procurement Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Proof of Insurance must be provided before a contract is executed with the successful provider for this bid and updated as necessary. Note however that coverage requirements are subject to change as business needs dictate.

XIII. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from any claims and/or actions brought or filed against the County directly or indirectly, with respect to, or on account of, the acts or omissions of the Contractor, its agents or employees arising out of the Contractor's fulfilling of this contract whether such claims of action are rightfully or wrongfully brought or filed.

The Contractor agrees to indemnify the County for all liability, losses or damages to the County from any source arising out of the fulfillment of this contract. The Contractor agrees to pay all costs the County incurs as a result of all suits, actions, claims or counterclaims filed against the County as a result of the acts or omissions of the Contractor, or those acting as agents or employees of the Contractor, to conform with all statutes, ordinances or other regulations or requirements of any governmental authority in connections with its duties under this contract. The Contractor further agrees to defend all actions whether brought under tort contract, willful, malicious or activities of the Contractor by and through its agents, employees or otherwise, including any civil rights actions resulting from the acts or omissions of the Contractor or its employees, or agents. This provision shall survive the termination or expiration of this Contract.

XIV. BIDDER EXPERIENCE AND REFERENCES

A minimum of five (5) years' experience in the performance of licensed electrical services is required to bid on this solicitation. Each bidder shall include a summary of their firm's business history, experience, and a list of all available equipment that will be utilized in the performance of this contract to include make, model, axle configuration, length of bed, reach capacities, etc. This information is expected to include the

firm’s commercial licensed electrical services business in general, as well as any other related business or experience and should also include the Tennessee General Contractor’s License number.

A submission of at least five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document must be included with the bid response to be considered. Each reference or project provided must include company name, contact name(s), address, telephone number and email address. The County must be authorized to contact any company included on the list. The bidder shall execute all documents necessary to authorize the County to communicate with said references regarding the performance of bidder.

XV. BID SUBMISSION REQUIREMENTS

In order for your submission to be considered eligible, you must do the following:

- A. The bidder must complete and deliver **one (1) original copy** of the bid response document in a sealed envelope **before 9:00 AM (ET) on Tuesday, May 6, 2025** to the Hamilton County Procurement Department at the address specified below. Bids received after the specified 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 Procurement 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 ensure receipt of their package by the time specified. There will be no exceptions.

DELIVERY ADDRESS
<i>Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.), the County mail system or any other Department other than Procurement does not constitute receipt of a bid by the Procurement Department. All proposals must be received in the Procurement Department by the specified deadline.</i>
Stacey Lewis, Senior Buyer Bid # 0425-045: Electrical Services {insert your company name here} Hamilton County Procurement Department 455 N. Highland Park Avenue Chattanooga, TN 37404

- B. The outside of the envelope/package containing the bid should be clearly marked with the following statement: **“Bid # 0425-045: Electrical Services”**. Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.
- C. The bid response MUST include a hard copy of the attached BID SUBMISSION FORM (pages 8-10).
- D. All requested information must be provided. See the attached BID SUBMISSION FORM for detailed information and additional documents required with bid submission.
- E. No fax or email bid responses will be accepted.
- F. A signed copy of the Certificate of Compliance must be attached (page 11).
- G. Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind Form (page 12).
- H. Signed and notarized copies of the Drug-Free Workplace Affidavit, the Contract Work on School Grounds Affidavit, and the Statement of Compliance Certificate Illegal Immigrants must be included with the bid submission (pages 13-15).

XVI. HAMILTON COUNTY, TN GENERAL PROCUREMENT TERMS AND CONDITIONS

General Procurement Terms and Conditions are attached.

XVII. CONTACT INFORMATION

Questions concerning service specifications should be directed to:

Stephanie Dockery – Hamilton County Facilities Maintenance Department, at (423) 209-7702.

Questions concerning bid procedures should be directed to:

Stacey Lewis, Senior Buyer – Hamilton County Procurement Department, at
BidQuestions@HamiltonTN.gov or (423) 209-6350.

XVIII. APPROVED FOR RELEASE

Approved for release by Jerald Carpenter, Director – Hamilton County Procurement & Fleet Management.

BID SUBMISSION FORM

Please respond to Sections A – E as instructed below.

A. ACKNOWLEDGEMENT OF BID SPECIFICATIONS

Please indicate your response below to each listed section of requirements as outlined in the bid specifications by placing an “X” in either the “AGREE & COMPLY” or “EXCEPTION NOTED” column. For any “EXCEPTION NOTED” response, please explain using the “DETAILS” column – attach additional pages or provide supplemental materials as needed to fully explain any exceptions noted. Be aware that the use of the terms “must” and “shall” indicate mandatory requirements and taking exception to these requirements may disqualify your bid.

SECTION	AGREE & COMPLY	EXCEPTION NOTED	DETAILS
I. STATEMENT OF INTENT			
II. RESPONSIBILITY OF QUALIFIED BIDDERS			
III. SCOPE OF SERVICES			
IV. INSPECTION			
V. WORKER REMOVAL			
VI. ASSIGNMENT OR SUBCONTRACTING			
VII. VOLUME OF SERVICE REQUIRED			
VIII. AWARD OF CONTRACT			
IX. CONTRACT TERMS			
X. ACCEPTANCE AND WARRANTY			
XI. PAYMENT			
XII. MINIMUM LIMITS OF INSURANCE			
XIII. INDEMNIFICATION AND HOLD HARMLESS			
XIV. BIDDER EXPERIENCE AND REFERENCES			
XV. BID SUBMISSION REQUIREMENTS			
XVI. GENERAL PROCUREMENT TERMS & CONDITIONS			

B. PRICING FORM

Please submit pricing below based upon all above listed specifications, pricing for all line items is not required to be considered for award of bid. All hourly rates shall include employee’s hourly rate of compensation under each classification, to include all labor and benefit cost, overhead, profit, supervision, and any other charges – it shall not include travel time or break/lunch time. The County makes no guarantee of the volume of work to be assigned during the term(s) of this contract. **Pricing shall include all requirements as listed in Section III. SCOPE OF SERVICES above as well as any additional requirements as listed in the bid specifications.**

UNIT PRICE RATE FOR LICENSED ELECTRICAL SERVICES	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>
Electrical Foreman	\$	\$
Electrician Apprentice 1	\$	\$
Electrician Apprentice 2	\$	\$
Electrician Apprentice 3	\$	\$
Electrician Apprentice 4	\$	\$
Electrician Apprentice 5	\$	\$
Electrician Helper	\$	\$
Electrician Journeyman	\$	\$
IMSA Certified Traffic Signal Field Technician Level II	\$	\$
IMSA Certified Traffic Signal Senior Field Technician Level III	\$	\$

UNIT PRICE RATE FOR SPECIALIZED EQUIPMENT <i>Pricing to include operator with no mileage charge</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>
Boom Lift – 60 feet	\$	\$
Forklift – 6000 pound reach	\$	\$
Scissor Lift – 26 feet	\$	\$
Bucket/Derrick Truck – 45 foot boom	\$	\$
Bucket/Derrick Truck – 65 foot boom	\$	\$
Crane – 60 foot boom	\$	\$

C. DOCUMENTATION REQUIRED WITH BID SUBMISSION

Mark each required document listed below as included with your bid submission packet.

INCLUDED	DESCRIPTION
SECTION III. SCOPE OF SERVICES	
	Include statement that Contractor agrees to a ninety-six (96) response time to arrange to visit worksite for routine calls, and to provide a scope of work (SOW) within forty-eight (48) hours after visit to worksite to include a proposed schedule for completion of job
	Include a statement that Contractor agrees to respond to the need for emergency work within two (2) hours of notification, with work to commence immediately
	Contractor shall submit a qualification statement indicating a minimum of five (5) years’ experience in the performance of licensed electrical services
	Contractor shall submit a minimum of five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document (see Section XIV. BIDDER EXPERIENCE AND REFERENCES)
SECTION XII. MINIMUM LIMITS OF INSURANCE	
	Sample Certificate of Insurance evidencing required minimum limits of insurance
SECTION XIV. BIDDER EXPERIENCE AND REFERENCES	
	Summary of firm’s business history, experience, and list of all available equipment to be utilized in the performance of the contract – should also include the Tennessee General Contractor’s License number – with CE license classification
	Include submission of at least five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document
SECTION XVI. BID SUBMISSION REQUIREMENTS	
	Original signed hard copy BID SUBMISSION FORM
	Signed hard copy of BID SUBMISSION FORM, including any additional required information and/or documentation
	Signed copy of Certificate of Compliance
	Authorization to Bind signed by an authorized contracting agent for your company
	Signed and Notarized copy of Drug-Free Workplace Affidavit
	Signed and Notarized copy of Contract Work on School Grounds Affidavit
	Signed and Notarized copy of Statement of Compliance Certificate Illegal Immigrants

BID SUBMISSION FORM CONTINUED ON NEXT PAGE

D. ADDITIONAL INFORMATION REQUIRED

Complete all sections below.

ADDITIONAL REQUIRED INFORMATION			VENDOR RESPONSE
ADDITIONAL CONTRACTOR INFORMATION:			
Tennessee General Contractor's License Number with CE license classification / Expiration Date			
NUMBER OF YEARS PERFORMING LICENSED ELECTRICAL SERVICES OF COMPARABLE SIZE AND SCOPE:			
In Total for Company (<i>required 5 year minimum</i>)			
In Hamilton County, TN			
COMPANY OWNER(S) CONTACT INFORMATION:			
Name	Position/Title	Phone Number	Email Address

D. VENDOR INFORMATION

Complete each item below. The County will prepare contracts for the successful Contractor using the name exactly as it appears in the bid submission. Therefore, it is absolutely necessary that the Contractor submit the bid using the correct and complete legal name.

Vendor Information	
Company Name	
Company Address	
Bid Submitted By	<i>(print)</i>
	<i>(title)</i>
	<i>(signature)</i>
Email	
Phone	
Fax	
Delivery of Service (after receipt of order)	
Payment terms	
Account Manager or Primary Contact	Name
	Email
	Phone
Billing Contact	Name
	Email
	Phone

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. that to the best of its knowledge and belief the Proposer/Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed from disbarment, declared ineligible or voluntarily exclude from participation in this transaction by any federal department of agency;
6. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. the apparent successful Proposer/Bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax;
8. Hamilton County's Disadvantaged Business Enterprise guidelines;
9. the Drug Free Workplace statement;
10. the condition that the submitted bid/proposal was independently arrived at, without collusion, under penalty of perjury;
11. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this bid/proposal; and
12. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award.

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____



HAMILTON COUNTY, TENNESSEE GENERAL PROCUREMENT TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation.

1. **ACCEPTANCE:** All terms and conditions in the solicitation 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 or 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 a solicitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new submission deadline will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the solicitation.
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 solicitation specifications, regardless of method of delivery. The time clock in the Procurement and Fleet Management 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 solicitation. 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 submission 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 submission deadline, unless otherwise indicated in the solicitation specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
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 any solicitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable unless expressly stated in the solicitation specifications.

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. **DISCOUNTS FOR PROMPT PAYMENT:** Bidders may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 20. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, the County will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
17. **CODE OF ETHICS:** Hamilton County, through its Procurement 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.
18. **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.
19. **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 the submission being deemed non-responsive and disqualified.
20. **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 Procurement and Fleet Management Director.

- 21. 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.*
- 22. 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 Hamilton County's Disadvantaged Business Program please contact:

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

- 23. 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.
- 24. EXCEPTIONS:** Bidders taking exceptions to any part or section of the solicitation shall clearly indicate such exceptions in the submission. 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 solicitation specifications and these General Terms and Conditions.
- 25. 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 solicitation, and agrees to defend, at his own expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.
- 26. IRAN DIVESTMENT ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.
- 27. 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.*
- 28. NON-BOYCOTT OF ISRAEL ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-1 and will not during the term of any award.

- 29. 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.
- 30. 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.
- 31. 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.
- 32. PAYMENT TERMS:** Hamilton County payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the solicitation specifications.
- 33. PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of the solicitation has been completed. All public records pertaining to purchasing shall be open for inspection during normal business hours as scheduled in advance with the Procurement and Fleet Management Department.
- 34. PROTEST OF AWARD:** Any vendor who has submitted a timely submission in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to the County's Director of Procurement and Fleet Management. Any protest must be submitted in writing and be in the possession of the Procurement and Fleet Management Department before noon (ET) of the 2nd working day following the public recommendation of contract award.
- FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.**
- 35. 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, insurance, and financial resources to provide the service or goods specified.
- 36. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement and Fleet Management 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 Procurement and Fleet Management Department *not less than seventy-two hours* prior to the time set for bid/RFP opening. These requirements also apply to specifications that are perceived to be ambiguous.
- 37. SAMPLES:** Samples of products, 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*.
- 38. SAFETY DATA SHEETS:** After award, the successful bidder(s) will be required to provide the County with a master set of Safety Data Sheets for any applicable products.

39. **SPECIAL CIRCUMSTANCE NEGOTIATIONS:** In certain circumstances, as authorized in the Procurement Rules, after a competitive process has been utilized, the contract may be competitively negotiated and awarded.
40. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your submission.
41. **TERMINATION FOR CAUSE:** In the event of any breach of contract by the successful service provider(s), Hamilton County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Hamilton County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Hamilton County, either at law or in equity.
42. **TERMINATION FOR CONVENIENCE:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation documents. Said termination shall not be deemed a Breach of Contract.
43. **TERMINATION DUE TO NON-APPROPRIATION:** Hamilton County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year.
44. **TN COOPERATIVE PURCHASING:** Also known as piggybacking, Hamilton County reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that Hamilton County shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.
45. **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 County 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.
46. **TERMS AND CONDITIONS:** In the event of a conflict between the solicitation specifications and these terms and conditions, the specifications will govern.
47. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the Hamilton County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
48. **WARRANTIES:** All warranty information must be furnished.
49. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when deemed in the best interest of Hamilton County, at the sole discretion 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 SOLICITATIONS.



Recruit Match

Recruit vendors with
and clicking the REC

Sealed Solicitation De

Submissions **Analytics**

Success

186 vendors have been notified. You can access your recruit history in the analytics tab.

OK

selecting vendors below
mail

Questions

Solicitations / Recruit

Search



Reset

SELECTED

SEARCH

BUSINESS NAME

MILES

75

ZIP CODE

37404

SEARCH

Refine

VENDORS

DISTANCE

MILES

ZIP CODE

CERTIFICATION

SUBMIT SEARCH

OTHER (3)

HUBZONE CERTIFIED (1)

DIVERSITY

- NONE (94)
- MINORITY OWNED (12)
- VOSB (VETERAN OWNED)
- SBE (SMALL BUSINESS EN)

Success

186 vendors have been notified. You can access your recruit history in the analytics tab.

OK

MINORITY

- NONE (169)
- BLACK (8)
- NATIVE AMERICAN (4)
- (1)

more ▼

DEBARMENT

COMPLIANCE

COUNTRY

- UNITED STATES OF AMERICA (186)

STATE / PROVINCE

- TN (135)
- GA (42)
- AL (6)
- NC (3)

COUNTY

- HAMILTON COUNTY (78)
- CHEROKEE COUNTY (16)
- BRADLEY COUNTY (13)
- BEDFORD COUNTY (9)

more ▼

- CHATTANOOGA (62)
- CLEVELAND (11)
- CARTERSVILLE (6)

DALTON (6)

Success

186 vendors have been notified. You can access your recruit history in the analytics tab.

OK

SELECT VENDORS FOR RECRUIT

QUIT SELECTED VENDORS

Showing results 151-186 of 186

<input checked="" type="checkbox"/>								
<input checked="" type="checkbox"/>	Service Electric Company	Chris Froehlich	cfroehlich@serviceelectricco.com	Chattanooga	Hamilton County	TN	None	None
<input checked="" type="checkbox"/>	Shalacks jack of all trades	Robert Carroll	shalack109@gmail.com	Chattanooga	Hamilton County	TN		Black
<input checked="" type="checkbox"/>	Shelby Company LLC	Sean Doody	sdoody@shelbygc.com	Chattanooga	Hamilton County	TN	None	None
<input checked="" type="checkbox"/>	Solid Ground Electrical Contractors	Vinson Willis	vince@solidgroundec.com	Canton	Cherokee County	GA	None	None
<input checked="" type="checkbox"/>	Solid Ground Electrical Contractors	Vinson Willis	joann@solidgroundec.com	Canton	Cherokee County	GA	None	None
<input checked="" type="checkbox"/>	source electrical contractors	Shane Brock	sec1364@sourceelectricalcontractors.com	summerville	Floyd County	GA	None VOSB (Veteran Owned Small Business)	None
<input checked="" type="checkbox"/>	Southern Home Enterprises	Wendy Barton	southernhomeenterprises@yahoo.com	Manchester	Coffee County	TN		none
<input checked="" type="checkbox"/>	Spectrum Electric, Inc.	Cody Phillips	codyp@spectrumelectric-inc.com	Sweetwater	Monroe County	TN	SDVOSB (Service Disabled Veteran Owned Small Business) WOSB (Woman Owned Small Business)	None
<input checked="" type="checkbox"/>	Spriggs Construction LLC	James Spriggs	spriggscon@gmail.com	Crossville	Cumberland County	TN	None	None

Success

186 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	Stewart Companies, LLC	Eric Stew						EDWOSB (Economically Disadvantage Women Owned Small Business)	None
<input checked="" type="checkbox"/>	Stutts Corporation, Inc	Emma Blasingame	emma.blasingame@stuttsco.com	Huntsville	Madison County	AL		SLBE (Small Local Business Enterprise)	None
<input checked="" type="checkbox"/>	T.H.I. Electrical	Mike Richards	mikerichardsthi@yahoo.com	SIGNAL MOUNTAIN	Hamilton County	TN			None
<input checked="" type="checkbox"/>	Tekwell Services, LLC	Sissy Thomas	stthomas@tekwellservices.com	Cartersville	Bartow County	GA		Minority Owned None VOSB (Veteran Owned Small Business)	
<input checked="" type="checkbox"/>	Thornton Utilities, LLC.	Carl Parks	carl@tputil.com	kingston	Bartow County	GA		VOSB (Veteran Owned Small Business)	None
<input checked="" type="checkbox"/>	Total Building Maintenance	Kevin Whitmore	michelle@tbmroofing.com	Chattanooga	Hamilton County	TN			None
<input checked="" type="checkbox"/>	Tower Construction Co.	Calvin Ball	the3balls@gmail.com	Chattanooga	Hamilton County	TN		VOSB (Veteran Owned Small Business)	None
<input checked="" type="checkbox"/>	Transition Energy Group LLC	Dewayne Lowe	dewayne@transitionenergygroup.com	BIRCHWOOD	Hamilton County	TN		SDVOSB (Service Disabled Veteran Owned Small Business) VOSB (Veteran Owned Small Business)	None
<input checked="" type="checkbox"/>	Tri State Electrical	Todd Thomasson	toddt@tristateec.com	Chattanooga	Hamilton County	TN		None	None
			bryans@tristateec.com	Chattanooga	Hamilton County	TN		None	None
<input checked="" type="checkbox"/>	Tri-State	Stephen Porter	stephenp@tristateec.com	Chattanooga	Hamilton County	TN		None	None

Success

186 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	Tri-State Electrical Contractors	Brian McFarland						None	None
<input checked="" type="checkbox"/>	Tri-State Electrical Contractors, LLC	Tim Howland						None	None
<input checked="" type="checkbox"/>	Triad Corp., Inc.	Amy Fleming	afleming@triad-elec.com	Chattanooga	Hamilton County	TN			None
<input checked="" type="checkbox"/>	Triad Electric	Charlie Wood	cwood@triad-elec.com	Chattanooga	Hamilton County	TN		None	None
<input checked="" type="checkbox"/>	Trinity Lighting & Sound Design, LLC	Greg Smith	smi33070@hotmail.com	Huntsville	Madison County	AL	Minority Owned SDVOSB (Service Disabled Veteran Owned Small Business)		Native American
<input checked="" type="checkbox"/>	Triple E Construction Inc	Jillian Miskell	jillian@tripleeconstructionoftn.com	Cleveland	Bradley County	TN	EDWOSB (Economically Disadvantage Women Owned Small Business) WOSB (Woman Owned Small Business)		none
<input checked="" type="checkbox"/>	urban voice	Jermaine Harper	jermainedarper@gmail.com	chattanooga	Hamilton County	TN	Minority Owned None		Black
<input checked="" type="checkbox"/>	W.F. McBee Electric	William McBee	jbzyates@bellsouth.net	Sewanee	Franklin County	TN	VOSB (Veteran Owned Small Business)		None
<input checked="" type="checkbox"/>	Watkins Monument Company	Jake Watkins	jakewatkins12@gmail.com	Cartersville	Bartow County	GA	None		None
<input checked="" type="checkbox"/>	Wells and West, Inc	Charles West	cwest@wellswest.com	Murphy	Cherokee County	NC			None
<input checked="" type="checkbox"/>	Construction Company	Chauncey	lchauncey@white-electrical.com	Chattanooga	Hamilton County	TN			None

Success

186 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	White Electrical Construction Company	Rod					None	None
<input checked="" type="checkbox"/>	Williams Development LLC	Vanc	Willi				None	None
<input checked="" type="checkbox"/>	Wm Richard Jackson Co.	Rick Jackson	rjacksn@att.net	Georgetown	Meigs County	TN	None	None
<input checked="" type="checkbox"/>	YaMi Enterprises	Aurelia Mcconnell	aureliamcconnell@yami-llc.net	Chattanooga	Hamilton County	TN	None	Black
<input checked="" type="checkbox"/>	Young Electric	Randy Sain	randy@youngelectric.net	Chattanooga	Hamilton County	TN	DBE (Disadvantaged Business Enterprise) WOSB (Woman Owned Small Business)	None

Please run the attached ad on Friday April 25, 2025

LEGAL NOTICE

Hamilton County, Tennessee is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for licensed electrical services for the Hamilton County Facilities Maintenance Department and various other departments, under a unit pricing agreement. Bids will be opened at 9:00 A.M. (ET) on Tuesday, May 6, 2025, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at [www.hamiltontn.gov/Department Procurement.aspx](http://www.hamiltontn.gov/Department%20Procurement.aspx) or at (423) 209-6350.

Jerald Carpenter
Director of Procurement & Fleet Management

LEGAL NOTICE

Hamilton County, Tennessee is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for licensed electrical services for the Hamilton County Facilities Maintenance Department and various other departments, under a unit pricing agreement. Bids will be opened at 9:00 A.M. (ET) on Tuesday, May 6, 2025, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at [www.hamiltontn.gov/Department Procurement.aspx](http://www.hamiltontn.gov/Department%20Procurement.aspx) or at (423) 209-6350.
Jerald Carpenter
Director of Procurement & Fleet Management
Apr. 25, 2025 Br70111



Hamilton County Board of Commissioners RESOLUTION

No. 525-32

A RESOLUTION ACCEPTING THE BIDS OF CERTAPRO PAINTERS, REED CONST/PAINTING, AND WILLIAM T PAYNE DBA TIM PAYNE PAINTING FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, BEGINNING JULY 1, 2025, THROUGH JUNE 30, 2026, FOR PAINTING SERVICES FOR FACILITIES MAINTENANCE AND VARIOUS COUNTY DEPARTMENTS AS NEEDED AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for painting services for the Facilities Maintenance Department; and,

WHEREAS, the bids from CertaPro Painters, Reed Const/Painting, and William T Payne Painting DBA Tim Payne Painting were considered to be the lowest and best bids received; and,

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

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

That the bids of CertaPro Painters, Reed Const/Painting, and William T Payne Painting DBA Tim Payne Painting for one (1) year contract unit pricing, with the option to renew for three (3) additional one-year terms, beginning July 1, 2025 through June 30, 2026, for painting services for Facilities Maintenance and various County Departments as needed are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date

0425-046: Painting Services
 Tuesday, May 06, 2025

Facilities Maintenance
 10:30 AM

VENDORS:	CertaPro Painters (HC)		Reed Const/Painting		William T. Payne DBA Tim Payne Painting (HC)	
	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday</i>
UNIT PRICE RATE FOR LICENSED PAINTING SERVICES						
Painting, Brush/Roller (under 20 feet)	\$65.00	\$70.00	\$23.00	\$33.00	\$42.00	\$63.00
Painting, Brush/Roller (over 20 feet)	\$70.00	\$75.00	\$27.00	\$37.00	\$65.00	\$95.00
Painting, Airless & Air Spray (under 20 feet)	\$65.00	\$70.00	\$23.00	\$33.00	\$42.00	\$63.00
Painting, Airless & Air Spray (over 20 feet)	\$70.00	\$75.00	\$27.00	\$37.00	\$65.00	\$95.00
Painting, Airless & Air Spray (confined space)	\$65.00	\$70.00	\$25.00	\$35.00	\$65.00	\$95.00
Sandblasting (under 20 feet)	\$150.00	\$200.00	\$25.00	\$35.00	\$90.00	\$135.00
Sandblasting (over 20 feet)	\$200.00	\$250.00	\$35.00	\$45.00	\$120.00	\$180.00
Sandblasting (confined space)	\$150.00	\$200.00	\$25.00	\$35.00	\$120.00	\$180.00
Hot/Cold Pressure Water Blasting (under 20 feet)	\$65.00	\$70.00	\$23.00	\$33.00	\$60.00	\$90.00
Hot/Cold Pressure Water Blasting (over 20 feet)	\$70.00	\$75.00	\$27.00	\$37.00	\$83.00	\$125.00

Delivery		ASAP Scheduling Service	
Terms	Net 30	Neg	Net 30
Exceptions noted	No	No	No

Request For Bids:	
Newspaper Ad:	4.25.2025
Vendor Notification:	194
Vendor Response:	3
Budgeted:	Operating

Low bid(s) in yellow
 Did not meet specs in blue



INVITATION TO BID
BID # 0425-046: Painting Services
Hamilton County, TN

I. STATEMENT OF INTENT

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for painting and related surface preparation services for the Hamilton County Facilities Maintenance Department and various other departments, under a contract price agreement. For purposes of this bid, the terms Bidder, Contractor, Company, and Vendor are used interchangeably.

The initial contract period will be for one (1) year from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout each term of this contract, with the exception of possible price adjustments at the time of renewal (see IX. CONTRACT TERMS).

II. RESPONSIBILITY OF QUALIFIED BIDDERS

Bidders should be financially sound and able to perform fully and/or provide, according to the specifications, all minimum requirements as listed. Each bidder is responsible for carefully reading this document and understanding its contents. Vendors who have previously submitted bids for the same commodity or service should not presume that the specifications, terms and conditions are necessarily the same. There may be differences that would only be realized after carefully reading the entire bid document.

III. SCOPE OF SERVICES

These specifications are the minimum requirements that contractors must meet for the solicitation and include the following:

- A. The contractor shall provide painting and related surface preparation services, tools and equipment (including but not limited to ladders, scaffolding, brushes, sprayers, rollers, etc.), transportation, labor and supervision for painting facilities at County sites and buildings;
- B. No paint, primer, etc. shall be included in the all-inclusive, combined hourly rate submitted;
- C. The contractor shall ensure that all work is completed in a neat, clean, and safe manner and all materials requiring disposal are removed and properly disposed of from worksite;
- D. The contractor shall provide the services as scheduled by the County or on an “as needed” basis as requested by various County departments – the County will attempt to schedule the work to optimize the use of the vendor’s personnel and equipment when it is needed;
- E. The contractor shall perform work on a straight time basis, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the County’s direction. The vendor shall agree to a ninety-six (96) hour response time to arrange to visit worksite for routine calls, and to provide a scope of work (SOW) within forty-eight (48) hours after visit to worksite to include a proposed schedule for completion of job;
- F. The contractor shall provide painting and related surface preparation service personnel to perform various tasks requested by the County in accordance with the agreed hourly rates (see BID SUBMISSION FORM). All hourly rates shall include employee’s hourly rate of compensation under each classification, to include all labor and benefit cost, overhead, profit, supervision, and any other charges – it shall not include travel time or break/lunch time.;

- G. The County will not pay for meals and other incidental items for the vendor's employees;
- H. The contractor shall review the various projects and assignments with County personnel, to determine labor, materials, and equipment needed, and to provide any other planning or requirements to complete the assigned SOW;
- I. Only parts and materials supplied by vendor to the County shall be considered for payment – specific to each project the County will have the option to provide some or all of the painting materials to the vendor for installation, to ensure best value for the County in accordance with Hamilton County Procurement Rules;
- J. The contractor shall provide on-site supervision on each job assignment;
- K. The contractor's employees shall at all times wear clothing, badges, or other apparatus approved by the County, identifying them as employees of the contractor – all contractor employees shall identify themselves by name and position at any time requested by the public or a County representative;
- L. The contractor shall ensure at least one (1) person on each crew is fluent in English and he or she must be available at all times and at all worksites to courteously and adequately address any inquiries regarding the contractor's activities;
- M. The contractor's personnel shall comply with all County work rules and regulations when on site;
- N. The contractor shall comply with all applicable safety requirements and regulations, federal, state or local, including conformity to all OSHA safety requirements;
- O. The contractor may, at the County's sole discretion, be required to submit written proof of such compliance (i.e., permits, etc.);
- P. The contractor must comply with all local, state, and federal laws pertaining to drug free workplace, illegal alien employee verification, and criminal background checks required for work on school grounds and security sensitive locations;
- Q. The contractor must submit a qualification statement indicating a minimum of five (5) years' experience in the performance of painting and related surface preparation services – the contractor may, at the County's sole discretion, be required to submit proof of licensure on acceptance of SOW by the County;
- R. The contractor must comply with Davis Bacon wage requirements for any applicable projects, and may be required to submit certified payroll for Davis Bacon reporting upon request from the County;
- S. The contractor shall submit a minimum list of five (5) customers for whom the contractor has performed the services similar to those specified in this document during the past three (3) years – the list shall include names, addresses, telephone numbers, email address and contact person who is knowledgeable of services provided; and
- T. Prices will be guaranteed not to increase during the initial term of the contract, with the exception of possible price adjustments at the time of renewal (see IX. CONTRACT TERMS).

IV. INSPECTION

The services furnished by the contractor shall be subject to inspection and approval by the County's designated representative. Payment may be withheld for any work not complying with the order specifications until deficiencies are corrected. Deficiencies shall be corrected at the sole expense and risk of the Contractor.

V. WORKER REMOVAL

All workers shall have sufficient skill and experience to perform the assigned work properly and safely. The County reserves the right to demand the removal of any employee of an awarded contractor from any work covered by these specifications if, in the sole opinion of the County, such employee shows insufficient experience or fails to make due and proper effort to execute the work in the manner prescribed.

VI. ASSIGNMENT OR SUBCONTRACTING

Any subcontractors must be approved in writing by Hamilton County **prior to** participating under this contract. The contractor shall include each of its subcontractors as insured under the policies of insurance required herein or insure that their subcontractors meet the minimum requirements for insurance specified herein.

VII. VOLUME OF SERVICE REQUIRED

The County is not obligated to provide the awarded contractor(s) with any specific amount of work with respect to these services during the term covered by this bid.

It should be further noted that the County retains, at its option, the right to assign any or the entire task to its own personnel or in the event of default by the successful Bidder(s), to other parties engaged in this type of work.

VIII. AWARD OF CONTRACT

Hamilton County reserves the right to award this contract to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

Award of the contract shall be evaluated on a variety of factors. In addition to cost, technical competence, references, experience, compliance with specifications, performance history, and other factors requisite to adequate and satisfactory performance will be considered as a part of the final decision.

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

IX. CONTRACT TERMS

The terms of this agreement shall be for one (1) year from the date of acceptance with the option to renew for three (3) additional one-year renewals. In the event that Hamilton County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price adjustments and minor scope additions and/or deletions which may be agreed upon by both parties. Any such price increase will only be allowed at time of renewal and must have documentation as to the justification/proof as to rationale for the increase and will be subject to review and approval by the County. Any requested adjustment shall be fully documented with a justification, and submitted to the Hamilton County Procurement Department at least ninety (90) days prior to the contract anniversary date.

Note that these are automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for each additional term. The successful proposer(s) will be required to enter into a contract with Hamilton County to satisfy the requirements of this bid. Bid specifications will be incorporated into the contract. Either party may terminate this agreement with a ninety (90) day written notice.

X. ACCEPTANCE AND WARRANTY

The contractor shall warrant, unless otherwise specified, all materials and equipment supplied under this contract whether installed initially or as repair or replacement under this warranty, shall be new, in first class condition and in accordance with the contract documents. Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the County shall constitute an acceptance of work not done in accordance with the contract document or relieve the vendor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship.

The vendor further warrants that all work to be free from defects in material and workmanship for a period of one (1) year following delivery of work to the County. Upon written notice from the County, the vendor shall immediately repair or replace, at his own expense, all or any parts that may prove to be defective during the period of this warranty. The vendor further warrants that any such repair or replacement shall remain in satisfactory working order and condition for a period of one (1) year after the repair is made or the replacement parts installed. Vendor shall remedy any defects and pay for any damages resulting therefrom which appear within a period of one year after final acceptance of the work.

XI. PAYMENT

The County shall pay the successful Bidder(s) for all work on the basis of hours actually worked on assigned project sites. Payment will not be made until the work has been inspected and completed to the satisfaction of the contracting department. Deficiencies shall be corrected at the sole expense and risk of the Contractor.

Travel time (the time it takes the bidder's crew and equipment to arrive at a job site) is not considered a payable item by the County and will not be paid for by the County. Fuel surcharges are not allowed and all fuel costs should be included as a part of the stated hourly rates.

It is expected that a majority of the work subject to this bid will be done during the usual and ordinary working hours on regular workdays. Emergencies and/or natural disasters may require a different schedule to be determined at the time of assignment.

Invoices are to be submitted as work is performed, or on a weekly or monthly basis for projects with extended time periods. Instructions as to invoicing addresses will be specified at the time of the assignment, as the work assignments may come from different departments within the County.

XII. MINIMUM LIMITS OF INSURANCE

The contractor shall provide written confirmation of the following minimum limits of insurance and enclose a sample Certificate of Insurance demonstrating that they have this coverage:

- A. *Commercial General Liability Insurance*: \$2,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent Contractors
 - vi. Broad Form Property Coverage
 - vii. Personal Injury

- B. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-owned Autos
 - iii. Hired Autos
- C. *Workers' Compensation and Employers' Liability Insurance*: Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

Hamilton County shall be listed as an additional insured on the above required Commercial General Liability insurance policy, as well as other policies to be determined by the County. 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.

For listing purposes as to the additional insured use the following:

Hamilton County, TN
Attn: Procurement Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Proof of Insurance must be provided before a contract is executed with the successful provider for this bid and updated as necessary. Note however that coverage requirements are subject to change as business needs dictate.

XIII. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from any claims and/or actions brought or filed against the County directly or indirectly, with respect to, or on account of, the acts or omissions of the Contractor, its agents or employees arising out of the Contractor's fulfilling of this contract whether such claims of action are rightfully or wrongfully brought or filed.

The Contractor agrees to indemnify the County for all liability, losses or damages to the County from any source arising out of the fulfillment of this contract. The Contractor agrees to pay all costs the County incurs as a result of all suits, actions, claims or counterclaims filed against the County as a result of the acts or omissions of the Contractor, or those acting as agents or employees of the Contractor, to conform with all statutes, ordinances or other regulations or requirements of any governmental authority in connections with its duties under this contract. The Contractor further agrees to defend all actions whether brought under tort contract, willful, malicious or activities of the Contractor by and through its agents, employees or otherwise, including any civil rights actions resulting from the acts or omissions of the Contractor or its employees, or agents. This provision shall survive the termination or expiration of this Contract.

XIV. BIDDER EXPERIENCE AND REFERENCES

A minimum of five (5) years' experience in the performance of painting and related surface preparation services is required to bid on this solicitation. Each bidder shall include a summary of their firm's business history and experience. This information is expected to include the firm's commercial painting and related surface preparation services business in general, as well as any other related business or experience and should also include any applicable licenses.

A submission of at least five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document must be included with the bid response to be considered. Each reference or project provided must include company name, contact name(s), address, telephone number and email address. The County must be authorized to contact any company included on the list. The bidder shall execute all documents necessary to authorize the County to communicate with said references regarding the performance of bidder.

XV. BID SUBMISSION REQUIREMENTS

In order for your submission to be considered eligible, you must do the following:

- A. The bidder must complete and deliver **one (1) original copy** of the bid response document in a sealed envelope **before 10:30 AM (ET) on Tuesday, May 6, 2025** to the Hamilton County Procurement Department at the address specified below. Bids received after the specified 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 Procurement 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.

<u>DELIVERY ADDRESS</u>
<i>Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.), the County mail system or any other Department other than Procurement does not constitute receipt of a bid by the Procurement Department. All proposals must be received in the Procurement Department by the specified deadline.</i>
Stacey Lewis, Senior Buyer Bid # 0425-046: Painting Services {insert your company name here} Hamilton County Procurement Department 455 N. Highland Park Avenue Chattanooga, TN 37404

- B. The outside of the envelope/package containing the bid should be clearly marked with the following statement: **“Bid # 0425-046: Painting Services”**. Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.
- C. The bid response MUST include a hard copy of the attached BID SUBMISSION FORM (pages 8-10).
- D. All requested information must be provided. See the attached BID SUBMISSION FORM for detailed information and additional documents required with bid submission.
- E. No fax or email bid responses will be accepted.
- F. A signed copy of the Certificate of Compliance must be attached (page 11).
- G. Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind Form (page 12).
- H. Signed and notarized copies of the Drug-Free Workplace Affidavit, the Contract Work on School Grounds Affidavit, and the Statement of Compliance Certificate Illegal Immigrants must be included with the bid submission (pages 13-15).

XVI. HAMILTON COUNTY, TN GENERAL PROCUREMENT TERMS AND CONDITIONS

General Procurement Terms and Conditions are attached.

XVII. CONTACT INFORMATION

Questions concerning service specifications should be directed to:

Stephanie Dockery – Hamilton County Facilities Maintenance Department, at sdockery@hamiltontn.gov
or (423) 209-7702.

Questions concerning bid procedures should be directed to:

Stacey Lewis, Senior Buyer – Hamilton County Procurement Department, at
BidQuestions@HamiltonTN.gov or (423) 209-6350.

XVIII. APPROVED FOR RELEASE

Approved for release by Jerald Carpenter, Director – Hamilton County Procurement & Fleet Management.

BID SUBMISSION FORM

Please respond to Sections A – E as instructed below.

A. ACKNOWLEDGEMENT OF BID SPECIFICATIONS

Please indicate your response below to each listed section of requirements as outlined in the bid specifications by placing an “X” in either the “AGREE & COMPLY” or “EXCEPTION NOTED” column. For any “EXCEPTION NOTED” response, please explain using the “DETAILS” column – attach additional pages or provide supplemental materials as needed to fully explain any exceptions noted. Be aware that the use of the terms “must” and “shall” indicate mandatory requirements and taking exception to these requirements may disqualify your bid.

SECTION	AGREE & COMPLY	EXCEPTION NOTED	DETAILS
I. STATEMENT OF INTENT			
II. RESPONSIBILITY OF QUALIFIED BIDDERS			
III. SCOPE OF SERVICES			
IV. INSPECTION			
V. WORKER REMOVAL			
VI. ASSIGNMENT OR SUBCONTRACTING			
VII. VOLUME OF SERVICE REQUIRED			
VIII. AWARD OF CONTRACT			
IX. CONTRACT TERMS			
X. ACCEPTANCE AND WARRANTY			
XI. PAYMENT			
XII. MINIMUM LIMITS OF INSURANCE			
XIII. INDEMNIFICATION AND HOLD HARMLESS			
XIV. BIDDER EXPERIENCE AND REFERENCES			
XV. BID SUBMISSION REQUIREMENTS			
XVI. GENERAL PROCUREMENT TERMS & CONDITIONS			

B. PRICING FORM

Please submit pricing below based upon all above listed specifications. All hourly rates shall include employee’s hourly rate of compensation under each classification, to include all labor and benefit cost, overhead, profit, supervision, and any other charges – it shall not include travel time or break/lunch time. The County makes no guarantee of the volume of work to be assigned during the term(s) of this contract. **Pricing shall include all requirements as listed in Section III. SCOPE OF SERVICES above as well as any additional requirements as listed in the bid specifications.**

UNIT PRICE RATE FOR LICENSED PAINTING SERVICES	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday</i>
Painting, Brush/Roller (under 20 feet)	\$	\$
Painting, Brush/Roller (over 20 feet)	\$	\$
Painting, Airless & Air Spray (under 20 feet)	\$	\$
Painting, Airless & Air Spray (over 20 feet)	\$	\$
Painting, Airless & Air Spray (confined space)	\$	\$
Sandblasting (under 20 feet)	\$	\$
Sandblasting (over 20 feet)	\$	\$
Sandblasting (confined space)	\$	\$
Hot/Cold Pressure Water Blasting (under 20 feet)	\$	\$
Hot/Cold Pressure Water Blasting (over 20 feet)	\$	\$

BID SUBMISSION FORM CONTINUED ON NEXT PAGE

C. DOCUMENTATION REQUIRED WITH BID SUBMISSION

Mark each required document listed below as included with your bid submission packet.

INCLUDED	DESCRIPTION
SECTION III. SCOPE OF SERVICES	
	Include statement that Contractor agrees to a ninety-six (96) response time to arrange to visit worksite for routine calls, and to provide a scope of work (SOW) within forty-eight (48) hours after visit to worksite to include a proposed schedule for completion of job
	Include a statement that Contractor agrees to respond to the need for emergency work within two (2) hours of notification, with work to commence immediately
	Contractor shall submit a qualification statement indicating a minimum of five (5) years' experience in the performance of licensed (if applicable) painting services
	Contractor shall submit a minimum of five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document (see Section XIV. BIDDER EXPERIENCE AND REFERENCES)
SECTION XII. MINIMUM LIMITS OF INSURANCE	
	Sample Certificate of Insurance evidencing required minimum limits of insurance
SECTION XIV. BIDDER EXPERIENCE AND REFERENCES	
	Summary of firm's business history, experience, and list of all available equipment to be utilized in the performance of the contract – should also include the Tennessee General Contractor's License number, if applicable
	Include submission of at least five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document
SECTION XV. BID SUBMISSION REQUIREMENTS	
	Original signed hard copy BID SUBMISSION FORM
	Signed hard copy of BID SUBMISSION FORM, including any additional required information and/or documentation
	Signed copy of Certificate of Compliance
	Authorization to Bind signed by an authorized contracting agent for your company
	Signed and Notarized copy of Drug-Free Workplace Affidavit
	Signed and Notarized copy of Contract Work on School Grounds Affidavit
	Signed and Notarized copy of Statement of Compliance Certificate Illegal Immigrants

D. ADDITIONAL INFORMATION REQUIRED

Complete all sections below.

ADDITIONAL REQUIRED INFORMATION	VENDOR RESPONSE
ADDITIONAL CONTRACTOR INFORMATION:	
Tennessee General Contractor's License Number, if applicable	
NUMBER OF YEARS PERFORMING LICENSED ELECTRICAL SERVICES OF COMPARABLE SIZE AND SCOPE:	
In Total for Company (<i>required 5 year minimum</i>)	
In Hamilton County, TN	

BID SUBMISSION FORM CONTINUED ON NEXT PAGE

COMPANY OWNER(S) CONTACT INFORMATION:			
Name	Position/Title	Phone Number	Email Address

D. VENDOR INFORMATION

Complete each item below. The County will prepare contracts for the successful Contractor using the name exactly as it appears in the bid submission. Therefore, it is absolutely necessary that the Contractor submit the bid using the correct and complete legal name.

Vendor Information	
Company Name	
Company Address	
Bid Submitted By	<i>(print)</i>
	<i>(title)</i>
	<i>(signature)</i>
Email	
Phone	
Fax	
Delivery of Service (after receipt of order)	
Payment terms	
Account Manager or Primary Contact	Name
	Email
	Phone
Billing Contact	Name
	Email
	Phone

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. that to the best of its knowledge and belief the Proposer/Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed from disbarment, declared ineligible or voluntarily exclude from participation in this transaction by any federal department of agency;
6. that to the best of its knowledge and belief that each Proposer/Bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. the apparent successful Proposer/Bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax;
8. Hamilton County's Disadvantaged Business Enterprise guidelines;
9. the Drug Free Workplace statement;
10. the condition that the submitted bid/proposal was independently arrived at, without collusion, under penalty of perjury;
11. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this bid/proposal; and
12. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award.

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____



HAMILTON COUNTY, TENNESSEE GENERAL PROCUREMENT TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation.

1. **ACCEPTANCE:** All terms and conditions in the solicitation 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 or 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 a solicitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new submission deadline will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the solicitation.
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 solicitation specifications, regardless of method of delivery. The time clock in the Procurement and Fleet Management 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 solicitation. 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 submission 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 submission deadline, unless otherwise indicated in the solicitation specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
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 any solicitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable unless expressly stated in the solicitation specifications.

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. **DISCOUNTS FOR PROMPT PAYMENT:** Bidders may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 20. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, the County will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
17. **CODE OF ETHICS:** Hamilton County, through its Procurement 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.
18. **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.
19. **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 the submission being deemed non-responsive and disqualified.
20. **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 Procurement and Fleet Management Director.

- 21. 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.*
- 22. 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 Hamilton County's Disadvantaged Business Program please contact:

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

- 23. 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.
- 24. EXCEPTIONS:** Bidders taking exceptions to any part or section of the solicitation shall clearly indicate such exceptions in the submission. 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 solicitation specifications and these General Terms and Conditions.
- 25. 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 solicitation, and agrees to defend, at his own expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.
- 26. IRAN DIVESTMENT ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.
- 27. 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.*
- 28. NON-BOYCOTT OF ISRAEL ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-1 and will not during the term of any award.

- 29. 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.
- 30. 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.
- 31. 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.
- 32. PAYMENT TERMS:** Hamilton County payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the solicitation specifications.
- 33. PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of the solicitation has been completed. All public records pertaining to purchasing shall be open for inspection during normal business hours as scheduled in advance with the Procurement and Fleet Management Department.
- 34. PROTEST OF AWARD:** Any vendor who has submitted a timely submission in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to the County's Director of Procurement and Fleet Management. Any protest must be submitted in writing and be in the possession of the Procurement and Fleet Management Department before noon (ET) of the 2nd working day following the public recommendation of contract award.
- FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.**
- 35. 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, insurance, and financial resources to provide the service or goods specified.
- 36. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement and Fleet Management 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 Procurement and Fleet Management Department *not less than seventy-two hours* prior to the time set for bid/RFP opening. These requirements also apply to specifications that are perceived to be ambiguous.
- 37. SAMPLES:** Samples of products, 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*.
- 38. SAFETY DATA SHEETS:** After award, the successful bidder(s) will be required to provide the County with a master set of Safety Data Sheets for any applicable products.

39. **SPECIAL CIRCUMSTANCE NEGOTIATIONS:** In certain circumstances, as authorized in the Procurement Rules, after a competitive process has been utilized, the contract may be competitively negotiated and awarded.
40. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your submission.
41. **TERMINATION FOR CAUSE:** In the event of any breach of contract by the successful service provider(s), Hamilton County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Hamilton County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Hamilton County, either at law or in equity.
42. **TERMINATION FOR CONVENIENCE:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation documents. Said termination shall not be deemed a Breach of Contract.
43. **TERMINATION DUE TO NON-APPROPRIATION:** Hamilton County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year.
44. **TN COOPERATIVE PURCHASING:** Also known as piggybacking, Hamilton County reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that Hamilton County shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.
45. **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 County 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.
46. **TERMS AND CONDITIONS:** In the event of a conflict between the solicitation specifications and these terms and conditions, the specifications will govern.
47. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the Hamilton County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
48. **WARRANTIES:** All warranty information must be furnished.
49. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when deemed in the best interest of Hamilton County, at the sole discretion 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 SOLICITATIONS.



Recruit Match

Recruit vendors with and clicking the REC

Sealed Solicitation De

Submissions **Analytics**

Solicitations / Recruit

Search



SELECTED

Reset

SEARCH

BUSINESS NAME

MILES

75

ZIP CODE

37404

SEARCH

Refine

VENDORS

DISTANCE

MILES

ZIP CODE

CERTIFICATION

SUBMIT SEARCH

HUBZONE CERTIFIED (2)

OTHER (2)

Success

194 vendors have been notified. You can access your recruit history in the analytics tab.

OK

selecting vendors below mail

Questions

DIVERSITY

- NONE (80)
- WOSB (WOMAN OWNED)
- MINORITY OWNED (22)
- VOSB (VETERAN OWNED)

MINORITY

- NONE (165)
- BLACK (13)
- NATIVE AMERICAN (7)
- LATINX (5)

more ▼

DEBARMENT

COMPLIANCE

COUNTRY

- UNITED STATES OF AMERICA (194)

STATE / PROVINCE

- TN (140)
- GA (46)
- AL (7)
- NC (1)

COUNTY

- HAMILTON COUNTY (75)
- BRADLEY COUNTY (13)
- CHEROKEE COUNTY (13)
- BARTOW COUNTY (10)

more ▼

- CHATTANOOGA (58)
- CLEVELAND (11)
- CARTERSVILLE (7)

Success

194 vendors have been notified. You can access your recruit history in the analytics tab.

OK

CROSSVILLE (6)

Success

194 vendors have been notified. You can access your recruit history in the analytics tab.

OK

SELECT VENDORS FOR RECRUIT

RECRUIT SELECTED VENDORS

Showing results 151-194 of 194

<input checked="" type="checkbox"/>									
<input checked="" type="checkbox"/>	Scenic River Construction, LLC	Robert Hamby	scenicriverconstruction@gmail.com	Chattanooga	Hamilton County	TN	None	None	
<input checked="" type="checkbox"/>	SeaBring Construction	Troy Gainer	troygainer1963@gmail.com	Chattanooga	Hamilton County	TN		None	
<input checked="" type="checkbox"/>	Seal It ASAP	Tripp Hall	sealitasap@gmail.com	Sweetwater	McMinn County	TN	None	None	
<input checked="" type="checkbox"/>	Servpro North Chattanooga	Nick Wilson	nwilson@servpronorthchattanooga.com	Soddy Daisy	Hamilton County	TN		None	
<input checked="" type="checkbox"/>	Servpro of Cumberland, Morgan & White Counties	Kelly Jones	kjones@servpro10703.com	Crossville	Cumberland County	TN		None	
<input checked="" type="checkbox"/>	Shalacks jack of all trades	Robert Carroll	shalack109@gmail.com	Chattanooga	Hamilton County	TN		Black	
<input checked="" type="checkbox"/>	SIGN SERVICES INTL INC	Todd Pool	signservicescustomercare@gmail.com	CLEVELAN	Bradley County	TN	VOSB (Veteran Owned Small Business)	None	
<input checked="" type="checkbox"/>	Single Moms Cleaning Services- Janitorial	Sandra Ayala	ayalassandra218@yahoo.com	Ooltewah	Hamilton County	TN	WOSB (Woman Owned Small Business)	None	
<input checked="" type="checkbox"/>	Six Ways Janitorial	Kimberly	klloyd89@gmail.com	Chattanooga	Hamilton County	TN	EDWOSB (Economically Disadvantage Women Owned Small Business) Minority Owned WOSB (Woman Owned Small Business)	Black	

Success

194 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	Smith Painting LLC	Rhodes Smith					None	None
<input checked="" type="checkbox"/>	Southeast Painters, Inc.	William Tuttle					None	None
<input checked="" type="checkbox"/>	Southern Custom Finishes LLC	James Paul	james15paul@ymail.com	Adairsville	Bartow County	GA	None	None
<input checked="" type="checkbox"/>	Southern Hill Painting	ROBBY PETTY	southernhillpainting@gmail.com	Ringgold	Catoosa County	GA	None	None
<input checked="" type="checkbox"/>	Southern Home Enterprises	Wendy Barton	southernhomeenterprises@yahoo.com	Manchester	Coffee County	TN		none
<input checked="" type="checkbox"/>	Spectrum Electric, Inc.	Cody Phillips	codyp@spectrumelectric-inc.com	Sweetwater	Monroe County	TN	SDVOSB (Service Disabled Veteran Owned Small Business) WOSB (Woman Owned Small Business)	None
<input checked="" type="checkbox"/>	Stewart Companies, LLC	Eric Stewart	eric.stewart71@gmail.com	Winchester	Franklin County	TN	EDWOSB (Economically Disadvantage Women Owned Small Business)	None
<input checked="" type="checkbox"/>	Superior Painting and Cleaning	Gregory Hampton	ghampton1977@gmail.com	Meridianville	Madison County	AL	None	None
<input checked="" type="checkbox"/>	Tennessee Professional Home Pros	Brandon Kennedy	tnvolsgirl83@gmail.com	Athens	McMinn County	TN	None	None
<input checked="" type="checkbox"/>	The Goat Lawncare Services	Brandon Kennedy	thegoatlawncareservices@gmail.com	Athens	McMinn County	TN	None	None
<input checked="" type="checkbox"/>	Tim Payne Painting	Hannah Pavne	h4i4payne4@gmail.comz	Chattanooga	Hamilton County	TN		None
<input checked="" type="checkbox"/>	Painting	Petersen	jpetersen@timpaynepainters.com	Chattanooga	Hamilton County	TN	None	None

Success

194 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	Tim Payne Painting	Brand						None	None
<input checked="" type="checkbox"/>	Tim Payne Painting	Shan			County			SBE (Small Business Enterprise) SLBE (Small Local Business Enterprise)	None
<input checked="" type="checkbox"/>	Total Building Maintenance	Kevin Whitmore	michelle@tbmroofing.com	Chattanooga	Hamilton County	TN			None
<input checked="" type="checkbox"/>	Tri-State Roofing Contractors, LLC	Chris Wicke	cwicke@tstateroofing.com	Chattanooga	Hamilton County	TN			None
<input checked="" type="checkbox"/>	Trico	Ken Morris	ken@tricobuild.com	Chattanooga	Hamilton County	TN		SBE (Small Business Enterprise) VBE (Veteran Business Enterprise) VOSB (Veteran Owned Small Business)	None
<input checked="" type="checkbox"/>	Triple E Construction Inc	Jillian Miskell	jillian@tripleeconstructionoftn.com	Cleveland	Bradley County	TN		EDWOSB (Economically Disadvantage Women Owned Small Business) WOSB (Woman Owned Small Business)	none
<input checked="" type="checkbox"/>	urban voice	Jermaine Harper	jermainedharper@gmail.com	chattanooga	Hamilton County	TN		Minority Owned None	Black
	Usher &		ushermlercontractors@gmail.com	Ooltewah	Hamilton County	TN			Black

Success

194 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	Usher & Miller Contractors LLC.	Greg Miller					Minority Owned	None
<input checked="" type="checkbox"/>	Valley Building Supply, Inc.	Jason Dacus	jdacus@valleybuildingsupplytn.com	Sweetwater	Hamilton County	TN	None	WOSB (Woman Owned Small Business)
<input checked="" type="checkbox"/>	Vida Exteriors	Samuel Gutierrez	vida.exteriors@gmail.com	Chattanooga	Hamilton County	TN		LatinX
<input checked="" type="checkbox"/>	Volunteer Site Developers, LLC	Tammye Cagle	volunteersitedevelopers@aol.com	Harrison	Hamilton County	TN	None	None
<input checked="" type="checkbox"/>	VWCA Construction PLLC	Van Watson	van@vwcaconstruction.com	Madisonville	Monroe County	TN		None
<input checked="" type="checkbox"/>	Watkins Monument Company	Jake Watkins	jakewatkins12@gmail.com	Cartersville	Bartow County	GA	None	None
<input checked="" type="checkbox"/>	WCS Jim	Jim Fugate	jfugate5@gmail.com	Chattanooga	Hamilton County	TN	Other	None
<input checked="" type="checkbox"/>	Wells and West, Inc	Charles West	cwest@wellswest.com	Murphy	Cherokee County	NC		None
<input checked="" type="checkbox"/>	WG Striping	Wyatt Gilliam	wyatt@wgstriping.com	Fackler	Jackson County	AL	None	None
<input checked="" type="checkbox"/>	White Associates LLC	Lavory White	whiteassociatesllc@att.net	Shelbyville	Bedford County	TN		None
<input checked="" type="checkbox"/>	White Electrical Construction Company	Larry Chauncey	lchauncey@white-electrical.com	Chattanooga	Hamilton County	TN		None
<input checked="" type="checkbox"/>	Williams Development LLC	Vance Williams	williamsdevelopment@outlook.com	Soddy Daisy	Hamilton County	TN	None	None
<input checked="" type="checkbox"/>			williamsglassandconstruction@gmail.com	Chattanooga	Hamilton County	TN	None	None
<input checked="" type="checkbox"/>	Wm Richard Jackson Co.	Rick Jackson	rjacksn@att.net	Georgetown	Meigs County	TN	None	None

Success

194 vendors have been notified. You can access your recruit history in the analytics tab.

OK

Please run the attached ad on Friday April 25, 2025

LEGAL NOTICE

Hamilton County, Tennessee is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for painting and related surface preparation services for the Hamilton County Facilities Maintenance Department and various other departments, under a unit pricing agreement. Bids will be opened at 10:30 A.M. (ET) on Tuesday, May 6, 2025, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at www.hamiltontn.gov/DepartmentProcurement.aspx or at (423) 209-6350.

Jerald Carpenter
Director of Procurement & Fleet Management

LEGAL NOTICE

Hamilton County, Tennessee is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for painting and related surface preparation services for the Hamilton County Facilities Maintenance Department and various other departments, under a unit pricing agreement. Bids will be opened at 10:30 A.M. (ET) on Tuesday, May 6, 2025, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at

www.hamiltontn.gov/DepartmentProcurement.aspx or at (423) 209-6350.

Jerald Carpenter
Director of Procurement & Fleet Management
Apr. 25, 2025 Br701113



Hamilton County Board of Commissioners RESOLUTION

No. 525-33

A RESOLUTION ACCEPTING THE BIDS OF LEE COMPANY AND MOUNTAIN CITY SERVICE FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, BEGINNING JUNE 15, 2025, THROUGH JUNE 14, 2026, FOR PLUMBING SERVICES FOR FACILITIES MAINTENANCE AND VARIOUS COUNTY DEPARTMENTS AS NEEDED AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for plumbing services for the Facilities Maintenance Department; and,

WHEREAS, the bids from Lee Company and Mountain City Service were considered to be the lowest and best bids received; and,

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

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

That the bids of Lee Company and Mountain City Service for one (1) year contract unit pricing, with the option to renew for three (3) additional one-year terms, beginning June 15, 2025 through June 14, 2026, for plumbing services for Facilities Maintenance and various County Departments as needed are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date

VENDORS:	Lee Company (HC)		Mountain City Service (HC)	
UNIT PRICE RATE FOR LICENSED PLUMBING SERVICES	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>
Class I - Master Plumber	\$120.00	\$180.00	\$85.00	\$100.00
Class III - Journeyman Plumber	\$108.00	\$162.00	\$85.00	\$100.00
UNIT PRICE RATE FOR SPECIALIZED EQUIPMENT <i>Pricing to include operator with no mileage charge</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>
<i>Contractor shall identify each piece of specialized equipment, if any, and provide pricing as requested</i>				
Backhoe				
Cable Machine	\$35.00	\$35.00		
Camera & Location Services				
Commercial Jetter				
Drain Camera	\$50.00	\$50.00		
Drain Jetter	\$110.00	\$110.00		
Dump Truck				
Excavator - small				
Hot saw, concrete saw, jackhammer				
Hydro Jetting				
Line Locator	\$30.00	\$30.00		
Mini Excavator	\$95.00	\$95.00		
Pro Press	\$15.00	\$15.00		
Septic Pumping				
Sewer Equipment				
Sewer Jetter				
Skid Steer				
Trackhoe/Backhoe				

Delivery	Per stated response times	Within 24 hours
Terms	Net 30	Net 30
Exceptions noted	No	No

Request For Bids:		
Newspaper Ad:	4.25.2025	
Vendor Notification:	234	
Vendor Response:	2	

Budgeted:	Operating
-----------	-----------



INVITATION TO BID
BID # 0425-044: Plumbing Services
Hamilton County, TN

I. STATEMENT OF INTENT

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for licensed plumbing services for the Hamilton County Facilities Maintenance Department and various other departments, under a contract price agreement. For purposes of this bid, the terms Bidder, Contractor, Company, and Vendor are used interchangeably.

The initial contract period will be for one (1) year from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout each term of this contract, with the exception of possible price adjustments at the time of renewal (see IX. CONTRACT TERMS).

II. RESPONSIBILITY OF QUALIFIED BIDDERS

Bidders should be financially sound and able to perform fully and/or provide, according to the specifications, all minimum requirements as listed. Each bidder is responsible for carefully reading this document and understanding its contents. Vendors who have previously submitted bids for the same commodity or service should not presume that the specifications, terms and conditions are necessarily the same. There may be differences that would only be realized after carefully reading the entire bid document.

III. SCOPE OF SERVICES

These specifications are the minimum requirements that contractors must meet for the solicitation and include the following:

- A. The contractor shall provide licensed plumbing services, tools, transportation, labor and supervision, for the repair and maintenance of existing facilities, and installation of new plumbing at County sites and buildings;
- B. The contractor shall ensure that all work is completed in a neat, clean, and safe manner and all materials requiring disposal are removed and properly disposed of from worksite;
- C. The Contractor vendor shall provide the services as scheduled by the County or on an “as needed” basis as requested by various County departments – the County will attempt to schedule the work to optimize the use of the vendor’s personnel and equipment when it is needed;
- D. The contractor shall perform work on a straight time basis, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the County’s direction. The vendor shall agree to a ninety-six (96) hour response time to arrange to visit worksite for routine calls, and to provide a scope of work (SOW) within forty-eight (48) hours after visit to worksite to include a proposed schedule for completion of job;
- E. The contractor shall perform emergency work when requested by the County. Response to the need for emergency work shall be within two (2) hours of notification, with work to commence immediately. Emergency work will be paid at the overtime rates. Upon award, the vendor shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made;
- F. The contractor shall provide licensed plumbing service personnel and specialized equipment, as needed, to perform various tasks requested by the County in accordance with the agreed hourly rates (see BID SUBMISSION FORM). All hourly rates shall include employee’s hourly rate of compensation under each

classification, to include all labor and benefit cost, overhead, profit, supervision, and any other charges – it shall not include travel time or break/lunch time.;

- G. The County will not pay for meals and other incidental items for the vendor's employees;
- H. The contractor shall review the various projects and assignments with County personnel, to determine labor, materials, and equipment needed, and to provide any other planning or requirements of the work;
- I. Only parts and materials supplied by vendor to the County shall be considered for payment – specific to each project the County will have the option to provide some or all of the plumbing materials to the vendor for installation, to ensure best value for the County in accordance with Hamilton County Procurement Rules;
- J. The contractor shall provide on-site supervision on each job assignment;
- K. The contractor's employees shall at all times wear clothing, badges, or other apparatus approved by the County, identifying them as employees of the contractor – all contractor employees shall identify themselves by name and position at any time requested by the public or a County representative;
- L. The contractor shall ensure at least one (1) person on each crew is fluent in English and he or she must be available at all times and at all worksites to courteously and adequately address any inquiries regarding the contractor's activities;
- M. The contractor's personnel shall comply with all County work rules and regulations when on site;
- N. The contractor shall comply with all applicable safety requirements and regulations, federal, state or local, including conformity to all OSHA safety requirements;
- O. The contractor may, at the County's sole discretion, be required to submit written proof of such compliance (i.e., permits, etc.);
- P. The contractor must comply with all local, state, and federal laws pertaining to drug free workplace, illegal alien employee verification, and criminal background checks required for work on school grounds and security sensitive locations;
- Q. The contractor must submit a qualification statement indicating a minimum of five (5) years' experience in the performance of licensed plumbing services – the contractor may, at the County's sole discretion, be required to submit proof of licensure on acceptance of SOW by the County;
- R. The contractor must comply with Davis Bacon wage requirements for any applicable projects, and may be required to submit certified payroll for Davis Bacon reporting upon request from the County;
- S. The contractor shall submit a minimum list of five (5) customers for whom the contractor has performed the services similar to those specified in this document during the past three (3) years – the list shall include names, addresses, telephone numbers, email address and contact person who is knowledgeable of services provided; and
- T. Prices will be guaranteed not to increase during the initial term of the contract, with the exception of possible price adjustments at the time of renewal (see IX. CONTRACT TERMS).

IV. INSPECTION

The services furnished by the contractor shall be subject to inspection and approval by the County's designated representative. Payment may be withheld for any work not complying with the order specifications until deficiencies are corrected. Deficiencies shall be corrected at the sole expense and risk of the Contractor.

V. WORKER REMOVAL

All workers shall have sufficient skill and experience to perform the assigned work properly and safely. The County reserves the right to demand the removal of any employee of an awarded contractor from any work covered by these specifications if, in the sole opinion of the County, such employee shows insufficient experience or fails to make due and proper effort to execute the work in the manner prescribed.

VI. ASSIGNMENT OR SUBCONTRACTING

Any subcontractors must be approved in writing by Hamilton County **prior to** participating under this contract. The contractor shall include each of its subcontractors as insured under the policies of insurance required herein or insure that their subcontractors meet the minimum requirements for insurance specified herein.

VII. VOLUME OF SERVICE REQUIRED

The County is not obligated to provide the awarded contractor(s) with any specific amount of work with respect to these services during the term covered by this bid.

It should be further noted that the County retains, at its option, the right to assign any or the entire task to its own personnel or in the event of default by the successful Bidder(s), to other parties engaged in this type of work.

VIII. AWARD OF CONTRACT

Hamilton County reserves the right to award this contract to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

Award of the contract shall be evaluated on a variety of factors. In addition to cost, technical competence, references, experience, compliance with specifications, performance history, and other factors requisite to adequate and satisfactory performance will be considered as a part of the final decision.

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

IX. CONTRACT TERMS

The terms of this agreement shall be for one (1) year from the date of acceptance with the option to renew for three (3) additional one-year renewals. In the event that Hamilton County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price adjustments and minor scope additions and/or deletions which may be agreed upon by both parties. Any such price increase will only be allowed at time of renewal and must have documentation as to the justification/proof as to rationale for the increase and will be subject to review and approval by the County. Any requested adjustment shall be fully documented with a justification, and submitted to the Hamilton County Procurement Department at least ninety (90) days prior to the contract anniversary date.

Note that these are automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for each additional term. The successful proposer(s) will be required to enter into a contract with Hamilton County to satisfy the requirements of this bid. Bid specifications will be incorporated into the contract. Either party may terminate this agreement with a ninety (90) day written notice.

X. ACCEPTANCE AND WARRANTY

The contractor shall warrant, unless otherwise specified, all materials and equipment supplied under this contract whether installed initially or as repair or replacement under this warranty, shall be new, in first class condition and in accordance with the contract documents. Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the County shall constitute an acceptance of work not done in accordance with the contract document or relieve the vendor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship.

The vendor further warrants that all work to be free from defects in material and workmanship for a period of one (1) year following delivery of work to the County. Upon written notice from the County, the vendor shall immediately repair or replace, at his own expense, all or any parts that may prove to be defective during the period of this warranty. The vendor further warrants that any such repair or replacement shall remain in satisfactory working order and condition for a period of one (1) year after the repair is made or the replacement parts installed. Vendor shall remedy any defects and pay for any damages resulting therefrom which appear within a period of one year after final acceptance of the work.

XI. PAYMENT

The County shall pay the successful Bidder(s) for all work on the basis of hours actually worked on assigned project sites. Payment will not be made until the work has been inspected and completed to the satisfaction of the contracting department. Deficiencies shall be corrected at the sole expense and risk of the Contractor.

Travel time (the time it takes the bidder’s crew and equipment to arrive at a job site) is not considered a payable item by the County and will not be paid for by the County. Fuel surcharges are not allowed and all fuel costs should be included as a part of the stated hourly rates.

It is expected that a majority of the work subject to this bid will be done during the usual and ordinary working hours on regular workdays. Emergencies and/or natural disasters may require a different schedule to be determined at the time of assignment.

Invoices are to be submitted as work is performed, or on a weekly or monthly basis for projects with extended time periods. Instructions as to invoicing addresses will be specified at the time of the assignment, as the work assignments may come from different departments within the County.

XII. MINIMUM LIMITS OF INSURANCE

The contractor shall provide written confirmation of the following minimum limits of insurance and enclose a sample Certificate of Insurance demonstrating that they have this coverage:

- A. *Commercial General Liability Insurance*: \$2,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent Contractors
 - vi. Broad Form Property Coverage
 - vii. Personal Injury

- B. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-owned Autos
 - iii. Hired Autos
- C. *Workers' Compensation and Employers' Liability Insurance*: Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

Hamilton County shall be listed as an additional insured on the above required Commercial General Liability insurance policy, as well as other policies to be determined by the County. 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.

For listing purposes as to the additional insured use the following:

Hamilton County, TN
Attn: Procurement Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Proof of Insurance must be provided before a contract is executed with the successful provider for this bid and updated as necessary. Note however that coverage requirements are subject to change as business needs dictate.

XIII. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from any claims and/or actions brought or filed against the County directly or indirectly, with respect to, or on account of, the acts or omissions of the Contractor, its agents or employees arising out of the Contractor's fulfilling of this contract whether such claims of action are rightfully or wrongfully brought or filed.

The Contractor agrees to indemnify the County for all liability, losses or damages to the County from any source arising out of the fulfillment of this contract. The Contractor agrees to pay all costs the County incurs as a result of all suits, actions, claims or counterclaims filed against the County as a result of the acts or omissions of the Contractor, or those acting as agents or employees of the Contractor, to conform with all statutes, ordinances or other regulations or requirements of any governmental authority in connections with its duties under this contract. The Contractor further agrees to defend all actions whether brought under tort contract, willful, malicious or activities of the Contractor by and through its agents, employees or otherwise, including any civil rights actions resulting from the acts or omissions of the Contractor or its employees, or agents. This provision shall survive the termination or expiration of this Contract.

XIV. BIDDER EXPERIENCE AND REFERENCES

A minimum of five (5) years' experience in the performance of licensed plumbing services is required to bid on this solicitation. Each bidder shall include a summary of their firm's business history, experience, and a list of all available equipment that will be utilized in the performance of this contract to include make, model, axle configuration, length of bed, reach capacities, etc. This information is expected to include the firm's commercial licensed plumbing services business in general, as well as any other related business or experience and should also include the Tennessee General Contractor's License number.

A submission of at least five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document must be included with the bid response to be considered. Each reference or project provided must include company name, contact name(s), address, telephone number and email address. The County must be authorized to contact any company included on the list. The bidder shall execute all documents necessary to authorize the County to communicate with said references regarding the performance of bidder.

XV. BID SUBMISSION REQUIREMENTS

In order for your submission to be considered eligible, you must do the following:

- A. The bidder must complete and deliver **one (1) original copy** of the bid response document in a sealed envelope **before 10:00 AM (ET) on May 6, 2025** to the Hamilton County Procurement Department at the address specified below. Bids received after the specified 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 Procurement 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 ensure receipt of their package by the time specified. There will be no exceptions.

DELIVERY ADDRESS
<i>Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.), the County mail system or any other Department other than Procurement does not constitute receipt of a bid by the Procurement Department. All proposals must be received in the Procurement Department by the specified deadline.</i>
Stacey Lewis, Senior Buyer Bid # 0425-044: Plumbing Services {insert your company name here} Hamilton County Procurement Department 455 N. Highland Park Avenue Chattanooga, TN 37404

- B. The outside of the envelope/package containing the bid should be clearly marked with the following statement: **“Bid # 0425-044: Plumbing Services”**. Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.
- C. The bid response MUST include a hard copy of the attached BID SUBMISSION FORM (pages 8-10).
- D. All requested information must be provided. See the attached BID SUBMISSION FORM for detailed information and additional documents required with bid submission.
- E. No fax or email bid responses will be accepted.
- F. A signed copy of the Certificate of Compliance must be attached (page 11).
- G. Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind Form (page 12).
- H. Signed and notarized copies of the Drug-Free Workplace Affidavit, the Contract Work on School Grounds Affidavit, and the Statement of Compliance Certificate Illegal Immigrants must be included with the bid submission (pages 13-15).

XVI. HAMILTON COUNTY, TN GENERAL PROCUREMENT TERMS AND CONDITIONS

General Procurement Terms and Conditions are attached.

XVII. CONTACT INFORMATION

Questions concerning service specifications should be directed to:

Stephanie Dockery – Hamilton County Facilities Maintenance Department, at (423) 209-7702.

Questions concerning bid procedures should be directed to:

Stacey Lewis, Senior Buyer – Hamilton County Procurement Department, at
BidQuestions@HamiltonTN.gov or (423) 209-6350.

XVIII. APPROVED FOR RELEASE

Approved for release by Jerald Carpenter, Director – Hamilton County Procurement & Fleet Management.

BID SUBMISSION FORM

Please respond to Sections A – E as instructed below.

A. ACKNOWLEDGEMENT OF BID SPECIFICATIONS

Please indicate your response below to each listed section of requirements as outlined in the bid specifications by placing an “X” in either the “AGREE & COMPLY” or “EXCEPTION NOTED” column. For any “EXCEPTION NOTED” response, please explain using the “DETAILS” column – attach additional pages or provide supplemental materials as needed to fully explain any exceptions noted. Be aware that the use of the terms “must” and “shall” indicate mandatory requirements and taking exception to these requirements may disqualify your bid.

SECTION	AGREE & COMPLY	EXCEPTION NOTED	DETAILS
I. STATEMENT OF INTENT			
II. RESPONSIBILITY OF QUALIFIED BIDDERS			
III. SCOPE OF SERVICES			
IV. INSPECTION			
V. WORKER REMOVAL			
VI. ASSIGNMENT OR SUBCONTRACTING			
VII. VOLUME OF SERVICE REQUIRED			
VIII. AWARD OF CONTRACT			
IX. CONTRACT TERMS			
X. ACCEPTANCE AND WARRANTY			
XI. PAYMENT			
XII. MINIMUM LIMITS OF INSURANCE			
XIII. INDEMNIFICATION AND HOLD HARMLESS			
XIV. BIDDER EXPERIENCE AND REFERENCES			
XV. BID SUBMISSION REQUIREMENTS			
XVI. GENERAL PROCUREMENT TERMS & CONDITIONS			

B. PRICING FORM

Please submit pricing below based upon all above listed specifications. All hourly rates shall include employee’s hourly rate of compensation under each classification, to include all labor and benefit cost, overhead, profit, supervision, and any other charges – it shall not include travel time or break/lunch time. The County makes no guarantee of the volume of work to be assigned during the term(s) of this contract. **Pricing shall include all requirements as listed in Section III. SCOPE OF SERVICES above as well as any additional requirements as listed in the bid specifications.**

UNIT PRICE RATE FOR LICENSED PLUMBING SERVICES	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>
Class I – Master Plumber	\$	\$
Class III – Journeyman Plumber	\$	\$
UNIT PRICE RATE FOR SPECIALIZED EQUIPMENT <i>Pricing to include operator with no mileage charge</i>	HOURLY UNIT PRICE <i>Normal Business Hours</i>	HOURLY UNIT PRICE <i>Weekend/Holiday or Emergency Call Out</i>
Contractor shall identify each piece of specialized equipment by name below, if any, and provide pricing as requested		
	\$	\$
	\$	\$
	\$	\$
	\$	\$

BID SUBMISSION FORM CONTINUED ON NEXT PAGE

C. DOCUMENTATION REQUIRED WITH BID SUBMISSION

Mark each required document listed below as included with your bid submission packet.

INCLUDED	DESCRIPTION
SECTION III. SCOPE OF SERVICES	
	Include statement that Contractor agrees to a ninety-six (96) response time to arrange to visit worksite for routine calls, and to provide a scope of work (SOW) within forty-eight (48) hours after visit to worksite to include a proposed schedule for completion of job
	Include a statement that Contractor agrees to respond to the need for emergency work within two (2) hours of notification, with work to commence immediately
	Contractor shall submit a qualification statement indicating a minimum of five (5) years' experience in the performance of licensed plumbing services
	Contractor shall submit a minimum of five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document (see Section XIV. BIDDER EXPERIENCE AND REFERENCES)
SECTION XII. MINIMUM LIMITS OF INSURANCE	
	Sample Certificate of Insurance evidencing required minimum limits of insurance
SECTION XIV. BIDDER EXPERIENCE AND REFERENCES	
	Summary of firm's business history, experience, and list of all available equipment to be utilized in the performance of the contract – should also include the Tennessee General Contractor's License number – with CMC or CMC-A license classification
	Include submission of at least five (5) professional references and a list of projects completed within the previous three (3) years with services similar to those specified in this document
SECTION XVI. BID SUBMISSION REQUIREMENTS	
	Original signed hard copy BID SUBMISSION FORM
	Signed hard copy of BID SUBMISSION FORM, including any additional required information and/or documentation
	Signed copy of Certificate of Compliance
	Authorization to Bind signed by an authorized contracting agent for your company
	Signed and Notarized copy of Drug-Free Workplace Affidavit
	Signed and Notarized copy of Contract Work on School Grounds Affidavit
	Signed and Notarized copy of Statement of Compliance Certificate Illegal Immigrants

D. ADDITIONAL INFORMATION REQUIRED

Complete all sections below.

ADDITIONAL REQUIRED INFORMATION			VENDOR RESPONSE
ADDITIONAL CONTRACTOR INFORMATION:			
Tennessee General Contractor's License Number with CMC or CMC-A license classification and Expiration Date			
NUMBER OF YEARS PERFORMING LICENSED ELECTRICAL SERVICES OF COMPARABLE SIZE AND SCOPE:			
In Total for Company (<i>required 5 year minimum</i>)			
In Hamilton County, TN			
COMPANY OWNER(S) CONTACT INFORMATION:			
Name	Position/Title	Phone Number	Email Address

D. VENDOR INFORMATION

Complete each item below. The County will prepare contracts for the successful Contractor using the name exactly as it appears in the bid submission. Therefore, it is absolutely necessary that the Contractor submit the bid using the correct and complete legal name.

Vendor Information	
Company Name	
Company Address	
Bid Submitted By	<i>(print)</i>
	<i>(title)</i>
	<i>(signature)</i>
Email	
Phone	
Fax	
Delivery of Service (after receipt of order)	
Payment terms	
Account Manager or Primary Contact	Name
	Email
	Phone
Billing Contact	Name
	Email
	Phone

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. that to the best of its knowledge and belief the Proposer/Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed from disbarment, declared ineligible or voluntarily exclude from participation in this transaction by any federal department of agency;
6. that to the best of its knowledge and belief that each Proposer/Bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. the apparent successful Proposer/Bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax;
8. Hamilton County's Disadvantaged Business Enterprise guidelines;
9. the Drug Free Workplace statement;
10. the condition that the submitted bid/proposal was independently arrived at, without collusion, under penalty of perjury;
11. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this bid/proposal; and
12. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award.

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____

CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My commission expires: _____



HAMILTON COUNTY, TENNESSEE GENERAL PROCUREMENT TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation.

1. **ACCEPTANCE:** All terms and conditions in the solicitation 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 or 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 a solicitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new submission deadline will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the solicitation.
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 solicitation specifications, regardless of method of delivery. The time clock in the Procurement and Fleet Management 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 solicitation. 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 submission 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 submission deadline, unless otherwise indicated in the solicitation specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
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 any solicitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable unless expressly stated in the solicitation specifications.

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. **DISCOUNTS FOR PROMPT PAYMENT:** Bidders may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 20. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, the County will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
17. **CODE OF ETHICS:** Hamilton County, through its Procurement 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.
18. **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.
19. **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 the submission being deemed non-responsive and disqualified.
20. **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 Procurement and Fleet Management Director.

- 21. 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.*
- 22. 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 Hamilton County's Disadvantaged Business Program please contact:

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

- 23. 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.
- 24. EXCEPTIONS:** Bidders taking exceptions to any part or section of the solicitation shall clearly indicate such exceptions in the submission. 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 solicitation specifications and these General Terms and Conditions.
- 25. 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 solicitation, and agrees to defend, at his own expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.
- 26. IRAN DIVESTMENT ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.
- 27. 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.*
- 28. NON-BOYCOTT OF ISRAEL ACT:** By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-1 and will not during the term of any award.

- 29. 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.
- 30. 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.
- 31. 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.
- 32. PAYMENT TERMS:** Hamilton County payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the solicitation specifications.
- 33. PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of the solicitation has been completed. All public records pertaining to purchasing shall be open for inspection during normal business hours as scheduled in advance with the Procurement and Fleet Management Department.
- 34. PROTEST OF AWARD:** Any vendor who has submitted a timely submission in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to the County's Director of Procurement and Fleet Management. Any protest must be submitted in writing and be in the possession of the Procurement and Fleet Management Department before noon (ET) of the 2nd working day following the public recommendation of contract award.
- FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.**
- 35. 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, insurance, and financial resources to provide the service or goods specified.
- 36. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement and Fleet Management 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 Procurement and Fleet Management Department *not less than seventy-two hours* prior to the time set for bid/RFP opening. These requirements also apply to specifications that are perceived to be ambiguous.
- 37. SAMPLES:** Samples of products, 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*.
- 38. SAFETY DATA SHEETS:** After award, the successful bidder(s) will be required to provide the County with a master set of Safety Data Sheets for any applicable products.

39. **SPECIAL CIRCUMSTANCE NEGOTIATIONS:** In certain circumstances, as authorized in the Procurement Rules, after a competitive process has been utilized, the contract may be competitively negotiated and awarded.
40. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your submission.
41. **TERMINATION FOR CAUSE:** In the event of any breach of contract by the successful service provider(s), Hamilton County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Hamilton County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Hamilton County, either at law or in equity.
42. **TERMINATION FOR CONVENIENCE:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation documents. Said termination shall not be deemed a Breach of Contract.
43. **TERMINATION DUE TO NON-APPROPRIATION:** Hamilton County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year.
44. **TN COOPERATIVE PURCHASING:** Also known as piggybacking, Hamilton County reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that Hamilton County shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.
45. **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 County 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.
46. **TERMS AND CONDITIONS:** In the event of a conflict between the solicitation specifications and these terms and conditions, the specifications will govern.
47. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the Hamilton County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
48. **WARRANTIES:** All warranty information must be furnished.
49. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when deemed in the best interest of Hamilton County, at the sole discretion 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 SOLICITATIONS.



Recruit Match

Recruit vendors with and clicking the REC

Sealed Solicitation De

Submissions **Analytics**

Solicitations / Recruit

Success

234 vendors have been notified. You can access your recruit history in the analytics tab.

OK

selecting vendors below mail

Questions

Search



SELECTED

Reset

SEARCH

BUSINESS NAME

MILES

77

ZIP CODE

37404

SEARCH

Refine

VENDORS

DISTANCE

MILES

77

ZIP CODE

37404

CERTIFICATION

SUBMIT SEARCH

DBE CERTIFIED (1)

HUBZONE CERTIFIED (1)

DIVERSITY

- NONE (92)
- MINORITY OWNED (11)
- WOSB (WOMAN OWNED)
- SBE (SMALL BUSINESS EN

Success

234 vendors have been notified. You can access your recruit history in the analytics tab.

OK

MINORITY

- NONE (166)
- BLACK (11)
- NATIVE AMERICAN (3)
- (1)

more ▼

DEBARMENT

COMPLIANCE

COUNTRY

- UNITED STATES OF AMERICA (185)

STATE / PROVINCE

- TN (127)
- GA (43)
- AL (11)
- NC (4)

COUNTY

- HAMILTON COUNTY (74)
- CHEROKEE COUNTY (15)
- BEDFORD COUNTY (9)
- MADISON COUNTY (8)

more ▼

- CHATTANOOGA (56)
- CANTON (8)
- HUNTSVILLE (8)

CLEVELAND (6)

Success

234 vendors have been notified. You can access your recruit history in the analytics tab.

OK

SELECT VENDORS FOR RECRUIT

Showing results 151-185 of 185

<input type="checkbox"/>	Company Name	Contact Name	Email	City	County	State	Business Type	Other
<input checked="" type="checkbox"/>	South East Total Service, LLC	John Alier	info@sets4you.com	Chattanooga	Hamilton County	TN	WOSB (Woman Owned Small Business)	none
<input checked="" type="checkbox"/>	Southern Heating & Cooling, Inc.	Helene Wharton	hwharton@charter.net	Shelbyville	Bedford County	TN	WOSB (Woman Owned Small Business)	None
<input checked="" type="checkbox"/>	Southern Home Enterprises	Wendy Barton	southernhomeenterprises@yahoo.com	Manchester	Coffee County	TN		none
<input checked="" type="checkbox"/>	Spectrum Electric, Inc.	Cody Phillips	codyp@spectrumelectric-inc.com	Sweetwater	Monroe County	TN	SDVOSB (Service Disabled Veteran Owned Small Business) WOSB (Woman Owned Small Business)	None
<input checked="" type="checkbox"/>	Spriggs Construction LLC	James Spriggs	spriggscon@gmail.com	Crossville	Cumberland County	TN	None	None
<input checked="" type="checkbox"/>	Steve weaver gym floor refinishing	Steve Weaver	ks.weaver@hotmail.com	Albertville	Marshall County	AL	None	None
<input checked="" type="checkbox"/>	Stewart Companies, LLC	Eric Stewart	eric.stewart71@gmail.com	Winchester	Franklin County	TN	EDWOSB (Economically Disadvantage Women Owned Small Business)	None
<input checked="" type="checkbox"/>		Christie	jchristie@system4.com	Chattanooga	Hamilton County	TN	None	None

QUIT SELECTED VENDORS

Success

234 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	T.S. Raulston, Inc.	Thor Sisk					None	None
<input checked="" type="checkbox"/>	Tennessee Professional Home Pros	Bran Kenn					None	None
<input checked="" type="checkbox"/>	TODO Integral Home Services GL LLC	Josneylyn Velasquez	customerservice@homeservicesgl.com	canton	Cherokee County	GA	None	None
<input checked="" type="checkbox"/>	Total Building Maintenance	Kevin Whitmore	michelle@tbmroofing.com	Chattanooga	Hamilton County	TN		None
<input checked="" type="checkbox"/>	Tower Construction Co.	Calvin Ball	the3balls@gmail.com	Chattanooga	Hamilton County	TN	VOSB (Veteran Owned Small Business)	None
<input checked="" type="checkbox"/>	Triple E Construction Inc	Jillian Miskell	jillian@tripleconstructionoftn.com	Cleveland	Bradley County	TN	EDWOSB (Economically Disadvantage Women Owned Small Business) WOSB (Woman Owned Small Business)	none
<input checked="" type="checkbox"/>	Trowell Plumbing	Randall Trowell	randy@trowellplumbing.com	Dayton	Rhea County	TN	None	None
<input checked="" type="checkbox"/>	True Plumb	Zachary Stepp	zac@trueplumbtn.com	Chattanooga	Hamilton County	TN	None	None
<input checked="" type="checkbox"/>	TruGreen	Brendon Donnelly	brendon.donnelly@trugreenmail.com	Acworth	Bartow County	GA		None
<input checked="" type="checkbox"/>	Universal Painting & Restoration	Harold Ogiste	universalrestore@aol.com	Huntsville	Madison County	AL	Minority Owned	Black
<input checked="" type="checkbox"/>	urban voice	Jermaine	jermainedharper@gmail.com	chattanooga	Hamilton County	TN	Minority Owned None	Black
<input checked="" type="checkbox"/>	Viking Industrial	Pat Brakebill	pbrakebill@vikingus.com	Rossville	Whitfield County	GA	None	None

Success

234 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	Viking Industrial Inc	Scott Hedrick						None	None
<input checked="" type="checkbox"/>	Volunteer Site Developers, LLC	Tammy Cagle						None	None
<input checked="" type="checkbox"/>	WALTER A WOOD SUPPLY COMPANY	Alvis Carr	alvis.carr@WALTERWOOD.COM	CHATTANOOGA	Hamilton County	TN		None	None
<input checked="" type="checkbox"/>	Watkins Monument Company	Jake Watkins	jakewatkins12@gmail.com	Cartersville	Bartow County	GA		None	None
<input checked="" type="checkbox"/>	Webb Plumbing and Septic Tank Service	Wayne Webb	paw104@hotmail.com	Albertville	Marshall County	AL		None	None
<input checked="" type="checkbox"/>	Webb Plumbing, Heating & Electric Corp	William Vicars li	tom@webbphecorp.com	Athens	McMinn County	TN		None	None
<input checked="" type="checkbox"/>	Wells and West, Inc	Charles West	cwest@wellswest.com	Murphy	Cherokee County	NC		None	None
<input checked="" type="checkbox"/>	White Associates LLC	Lavery White	whiteassociatesllc@att.net	Shelbyville	Bedford County	TN		None	None
<input checked="" type="checkbox"/>	White Electrical Construction Company	Larry Chauncey	lchauncey@white-electrical.com	Chattanooga	Hamilton County	TN		None	None
<input checked="" type="checkbox"/>	Williams Development LLC	Vance Williams	williamsdevelopment@outlook.com	Soddy Daisy	Hamilton County	TN		None	None
<input checked="" type="checkbox"/>	Williams Scotsman	Melanie Baines	mnbaines@willscot.com	Christiana	Rutherford County	TN		None	None
<input checked="" type="checkbox"/>	williams wholesale	Jeff Thompson	jathompson1@williamswholesale.com	chattanooga	Hamilton County	TN		None	None
<input checked="" type="checkbox"/>	Wm Richard Jackson Co.	Rick Jackson	rjacksn@att.net	Georgetown	Meigs County	TN		None	None
<input checked="" type="checkbox"/>			kwomack@womco3.com	Dallas	Paulding County	GA		None	None

Success

234 vendors have been notified. You can access your recruit history in the analytics tab.

OK

Please run the attached ad on Friday April 25, 2025

LEGAL NOTICE

Hamilton County, Tennessee is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for licensed plumbing services for the Hamilton County Facilities Maintenance Department and various other departments, under a unit pricing agreement. Bids will be opened at 10:00 A.M. (ET) on Tuesday, May 6, 2025, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at [www.hamiltontn.gov/Department Procurement.aspx](http://www.hamiltontn.gov/Department%20Procurement.aspx) or at (423) 209-6350.

Jerald Carpenter
Director of Procurement & Fleet Management

LEGAL NOTICE

Hamilton County, Tennessee is soliciting sealed bids from qualified vendors for the purposes of establishing a one (1) year all-inclusive, combined hourly rate contract price with three (3) one-year renewal options for licensed plumbing services for the Hamilton County Facilities Maintenance Department and various other departments, under a unit pricing agreement. Bids will be opened at 10:00 A.M. (ET) on Tuesday, May 6, 2025, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at [www.hamiltontn.gov/Department Procurement.aspx](http://www.hamiltontn.gov/Department%20Procurement.aspx) or at (423) 209-6350.

Jerald Carpenter
Director of Procurement & Fleet Management
Apr. 25, 2025 Br70112



Hamilton County Board of Commissioners RESOLUTION

No. 525-34

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) BOBCAT COMPACT TRACK LOADER FROM BOBCAT OF CHATTANOOGA FROM THE SOURCEWELL PURCHASING COOPERATIVE AMOUNTING TO \$69,532.81 FOR THE PARKS AND RECREATION DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received from Bobcat of Chattanooga amounting to a total of \$69,532.81 for the purchase of one (1) Bobcat Compact Track Loader from the Sourcewell Purchasing Cooperative for the Parks and Recreation Department; and,

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

WHEREAS, Bobcat of Chattanooga is an authorized dealer under current contract number 020223-CEC with Sourcewell Purchasing Cooperative; and,

WHEREAS, pricing from the Sourcewell contract is considered economically fair; and,

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

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

That the quotation received from Bobcat of Chattanooga for the purchase of one (1) Bobcat Compact Track Loader from the Sourcewell Purchasing Cooperative amounting to \$69,532.81 for the Parks and Recreation Department is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date

Dealer Assembly Charges	75.00
Quote Total - USD	69,532.81

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:	
Quotation Number:: MF1152791	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____
Addresses	
Delivery Address _____	
Billing Address (if different from ship to): _____	
Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>	
Exempt in the State of: _____	
Tax Exempt ID:	
Federal: _____	
State: _____	

Expiration Date: _____



Hamilton County Board of Commissioners RESOLUTION

No. 525-35

(P.C. NO. 2025-0056)

A RESOLUTION GRANTING A SPECIAL PERMIT FOR A RESTAURANT FOR PART OF A PROPERTY LOCATED AT 320 WEST HILLS ROAD

WHEREAS, Virindra Mosaphir petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for a Restaurant for part of a property located at 320 West Hills Road, and said Planning Commission after hearing recommended that this petition be denied; and

WHEREAS, Virindra Mosaphir requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on May 14, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended granting a Special Permit for a Restaurant for part of a property located at 320 West Hills Road. All that part of Tract 14, Final Plan of Tract 14, Plat Book 40, Page 72, ROHC, Deed Book 12872, Page 375, ROHC, which is currently zoned C-1. Tax Map Number 153-007.03 (part) as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Special Permit Application Form

CASE NUMBER: 2025-0056		Date Submitted: 003/17/2025					
(Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed)							
1 Applicant Request							
Special Permit		Type: Restaurant					
2 Property Information							
Property Address: 320 West Hills Dr		Property Tax Map Number(s): 153-007.03					
3 Proposed Development							
Reason for Request/ Project Description		Restaurant					
4 Site Characteristics							
Current Zoning:		R-1, R-2, C-1					
Current Use:		Residential					
Adjacent Uses:		Residential/Campground					
5 Applicant Information							
Name: Virindra Mosathiar							
Address: (street, city, state, zip): 320 West Hills Dr, Chattanooga TN 37419							
Phone: 929-554-0631		Email: virindramosathiar@gmail.com					
Primary Contact (if different than applicant information): Same							
Address: (street, city, state, zip):							
Phone:		Email:					
<input checked="" type="checkbox"/>	← If the Applicants Information is the same as the Property Owners, please check the box to the left.						
6 Property Owner Information <i>Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.</i>							
Name: Same							
Address: (street, city, state, zip):							
Phone:		Email:					
7 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$250	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: Hamilton County		Planning District: 5		Neighborhood: Lookout Valley			
County Commission District: 11		City Council District: 0					
PC meeting date: April 14, 2025		Application processed by: Jennifer Ware					
<u>Staff Recommendation:</u>		<u>PC Action/Date:</u>		<u>Legislative Action/Date/Ordinance:</u>			

2025-0056 Hamilton County
April 14, 2025

RESOLUTION

WHEREAS, Virindra Mosaphir petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission granting a Special Permit for a Restaurant for part of a property located at 320 West Hills Road.

All that part of Tract 14, Final Plan of Tract 14, Plat Book 40, Page 72, ROHC, Deed Book 12872, Page 375, ROHC, which is currently zoned C-1. Tax Map Number 153-007.03 (part) as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on April 14, 2025,

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

AND WHEREAS, there was opposition present to the petition, as well as, emails in opposition received by RPA staff,

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

AND WHEREAS, the Planning Commission has determined that the proposed request is not compatible with the Lookout Valley Land Use Plan, adjacent residential land uses and development form of the area.

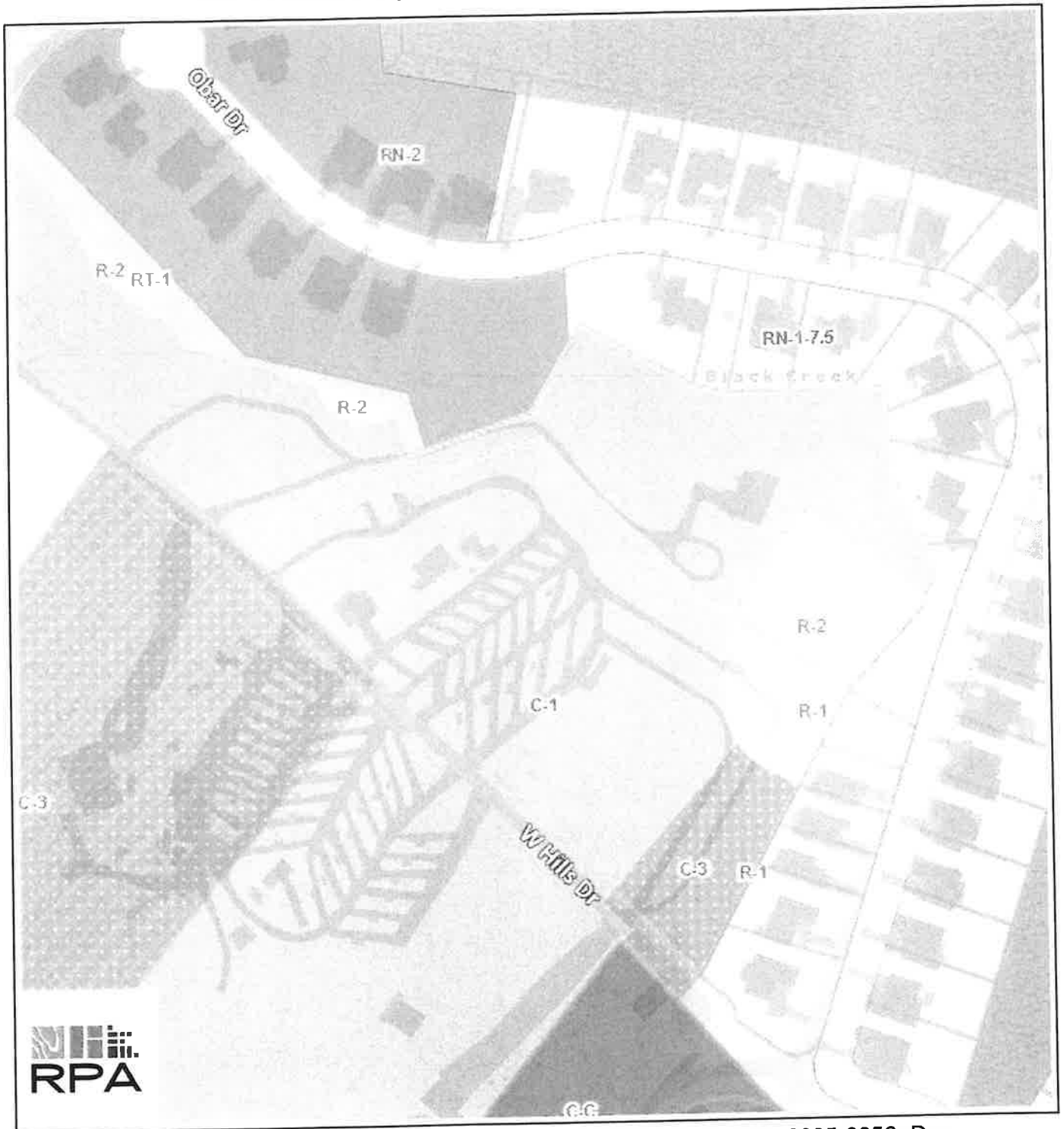
NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on April 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be denied.

Respectfully submitted,



Dan Reuter
Executive Director

2025-0056 Special Permit for a Restaurant



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0056: Deny.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025-0056	PC MEETING DATE: April 14, 2025	APPLICANT: Virindra Mosathiar
PROPERTY OWNER: Virindra Mosaphir	PROPERTY ADDRESS: 320 W Hills Drive	TAX MAP PARCEL ID: 153-007.03
SIZE OF PROPERTY: 4.08 acres	JURISDICTION: Hamilton County	REQUEST: Special Permit for a Restaurant in the C-1 District

SUMMARY OF REQUEST: A Special Permit for a restaurant in the C-1 Tourist Commercial District. This case is associated with 2025-0057, a Special Permit for a Travel Trailer Camp.

PROPERTY DESCRIPTION

EXISTING LAND USE	SURROUNDING LAND USES	ACCESS	NATURAL RESOURCES
Single-Family Dwelling	<u>North:</u> Detached Single-Family Residential <u>East:</u> Detached Single-Family Residential <u>South:</u> RV Campground <u>West:</u> Detached Single-Family Residential	W Hills Drive	N/A

ZONING

ZONING REGULATIONS	The C-1 Tourist Commercial District permits a tea room or restaurant, on the condition that no beer, liquor, wines, or other intoxicating drinks are sold or permitted to be consumed upon the premises of a Tourist Court, Motel or Hotel be approved by a revocable Special Permit, subject to ARTICLE VI, Section 412.
ZONING HISTORY	Case 2023-0058, an application to rezone the site from C-1 to C-2 for a restaurant. The application was withdrawn by the applicant. There was opposition present for this request.

OTHER DEPARTMENT COMMENTS

Hamilton County Building Inspection

The drawings attached show the restaurant to be on the right side of the existing single-unit dwelling in the R-2 and C-1 zone. Restaurants are not allowed in the R-2 zone even by special permit. Hamilton County would require a site plan, from a licensed surveyor, showing the restaurant to be located outside of the R-2 zone.

The existing single-unit dwelling is currently connected to a septic system. Records show the house being built in 1958 with no record of the existing septic system location. WWTA has confirmed sewer connection is not available at this location. The owners would need approval from Hamilton County Ground Water Protection (Bob Stott) and Environmental Health (Lowe Wilkins) prior to a building permit issued for the restaurant.

The property is a flag lot. The flag portion joining West Hills Drive is approximately 43 feet wide. Hamilton County Building Inspection would require approval from the County Fire Marshal of the road width for emergency vehicle access.

The owners/applicants should understand that unless all requirements listed above are met, a building permit would not be issued even if the special permit is approved.

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADOPTED PLANS

The site is located in the Lookout Valley Land Use Plan (2003) which recommends low density residential. **Primary uses include single-family detached with density of 1-4 du/ac. The Plan has goals to maintain small town residential character of the area.**

Although the plan recommends single-family residential for the site, a majority of the site is already zoned C-1 Tourist Commercial District which allows higher intense uses than single-family dwellings.

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded primarily by single-family detached residential uses, and there is a RV/campground to the south of the site with a convenience store. The C-1 Tourist Commercial District, with no conditions, allows a wide range of commercial uses, such as hotels, hospitals, and railroad stations, that are not compatible with the single-family residential area. The proposal to convert an existing dwelling into a restaurant is more compatible with the adjacent residential uses if conditions are required to limit possible nuisances.

Yes No See Comments

COMPATABILITY WITH DEVELOPMENT FORM

The development form of the area consists of 1-2 story single-family dwellings in subdivisions and an RV campground with individual paved camping sites, dumpsters, convenience store and a pool.

Currently, the site as zoned could potentially allow, among other uses, the development of a large multistory hotel with a paved parking lot, which would be incompatible with the rural residential development form of the area. The proposal to use an existing single-family dwelling for a restaurant is more compatible with the development form of the area if conditions are required.

Yes No See Comments

CONCERNS WITH NUISANCES SUCH AS LOCATION, PARKING, & NOISE

Staff has concerns about the viability of the restaurant being able to operate at this location due to the groundwater and fire requirements listed above from the Hamilton County Building Inspections Department. The applicant did not provide enough information for staff to adequately review these issues.

STAFF RECOMMENDATION

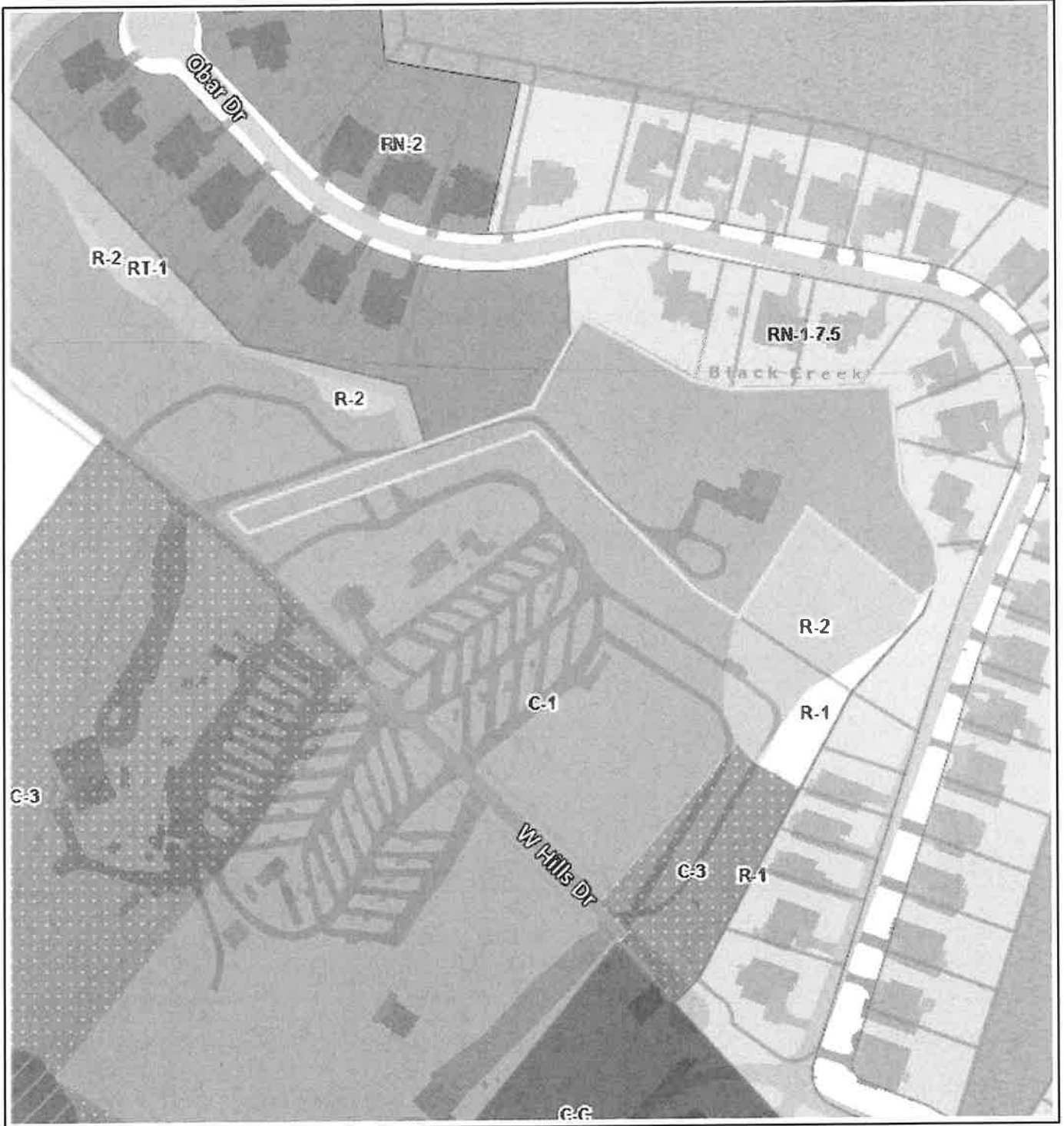
The request is not compatible with the Lookout Valley Land Use Plan; however, the site was zoned to the C-1 Commercial District in the 1970's prior to the adoption of the plan. Generally, a small-scale restaurant in an existing single-family dwelling can be compatible with the adjacent residential and campground land uses if the site infrastructure can accommodate this change in land use.

Staff has concerns about the viability of the restaurant being able to operate at this location due to the groundwater and fire requirements listed above. The applicant did not provide enough information for staff to adequately review that these issues have been addressed. If the County Commission approves a special permit without this information, the applicant will still not be allowed to operate the restaurant if the site issues for septic tank approval, and fire/emergency access cannot be resolved. Staff recommends deferring the application for 30 days to allow more discussion with the applicant and the Hamilton County Groundwater Protection and the Fire Marshall.

Staff recommends deferring for 30 days.

Note – approval of a Special Permit approves the use and is not an approval of building, fire, or other local codes. The applicant is encouraged to consult with Hamilton County to determine compliance with additional code requirements.

2025-0056 Special Permit for a Restaurant



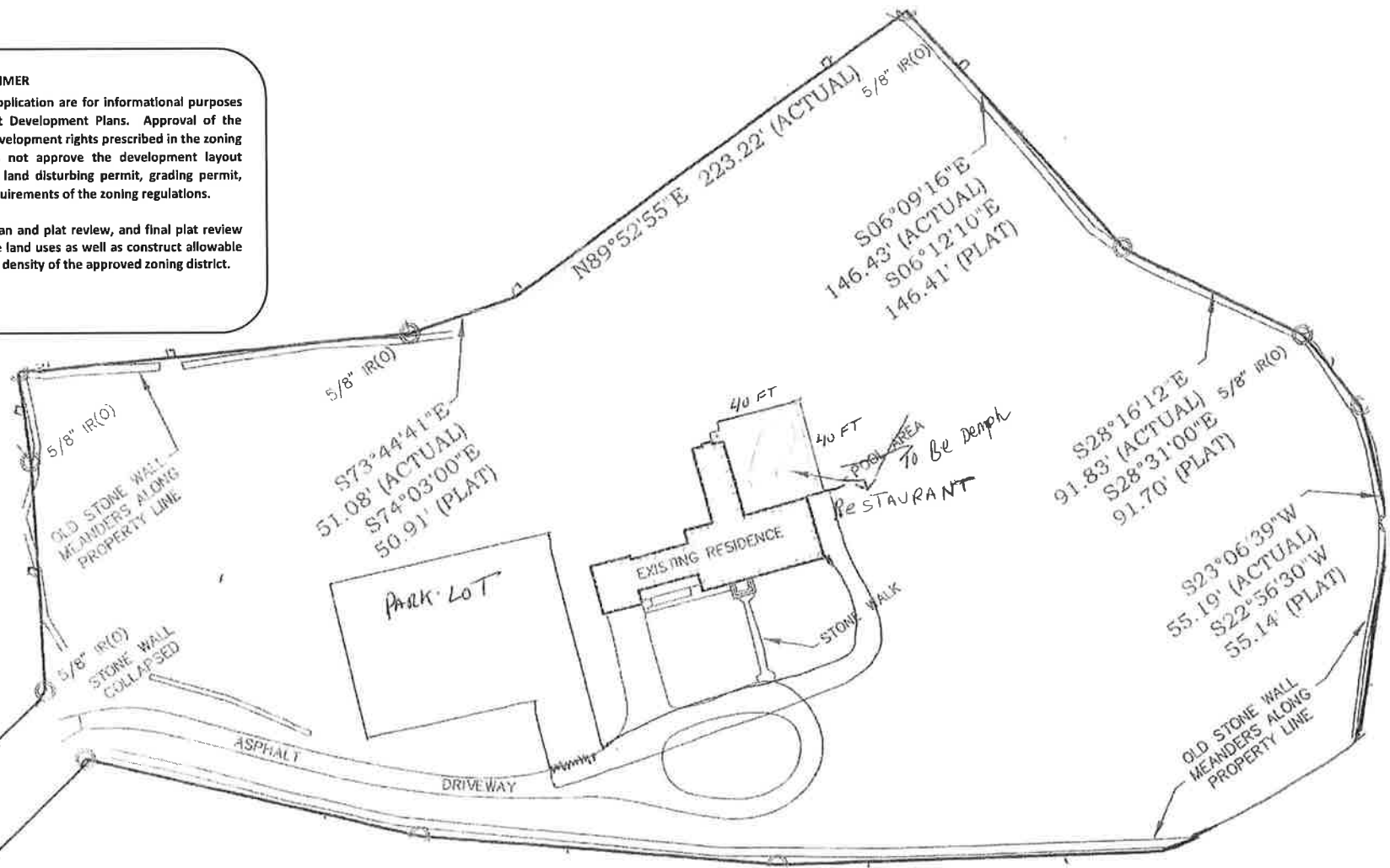
2025-0056 Special Permit for a Restaurant



DISCLAIMER

Site plans submitted as part of rezoning application are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the rezoning does not approve the development layout indicated on the site plan for a required land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations.

Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.





Hamilton County Board of Commissioners RESOLUTION

No. 525-36

(P.C. NO. 2025-0057)

A RESOLUTION GRANTING A SPECIAL PERMIT FOR A TRAVEL TRAILER CAMP FOR PART OF A PROPERTY LOCATED AT 320 WEST HILLS ROAD

WHEREAS, Virindra Mosaphir petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for a Travel Trailer Camp for part of a property located at 320 West Hills Road, and said Planning Commission after hearing recommended that this petition be denied; and

WHEREAS, Virindra Mosaphir requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on May 14, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to grant a Special Permit for a Travel Trailer Camp for part of a property located at 320 West Hills Road. All that part of Tract 14, Final Plan of Tract 14, Plat Book 40, Page 72, ROHC, Deed Book 12872, Page 375, ROHC, which is currently zoned C-1. Tax Map Number 153-007.03 (part) as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Special Permit Application Form

CASE NUMBER: 2025-0057		Date Submitted: 003/17/2025					
(Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed)							
1 Applicant Request							
Special Permit		Type: Travel Trailer Camp					
2 Property Information							
Property Address: 320 West Hills Dr		Property Tax Map Number(s): 153-007.03					
3 Proposed Development							
Reason for Request/ Project Description		Travel Trailer Camp					
4 Site Characteristics							
Current Zoning:		R-1, R-2, C-1					
Current Use:		Residential					
Adjacent Uses:		Residential/Campground					
5 Applicant Information							
Name: Virindra Mosathiar							
Address: (street, city, state, zip): 320 West Hills Dr, Chattanooga TN 37419							
Phone: 929-554-0631		Email: virindramosathiar@gmail.com					
Primary Contact (if different than applicant information): Same							
Address: (street, city, state, zip):							
Phone:		Email:					
<input checked="" type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
6 Property Owner Information <i>Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.</i>							
Name: Same							
Address: (street, city, state, zip):							
Phone:		Email:					
7 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$250	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: Hamilton County		Planning District: 5		Neighborhood: Lookout Valley			
County Commission District: 11			City Council District: 0				
PC meeting date: April 14, 2025			Application processed by: Jennifer Ware				
<u>Staff Recommendation:</u>		<u>PC Action/Date:</u>		<u>Legislative Action/Date/Ordinance:</u>			

2025-0057 Hamilton County
April 14, 2025

RESOLUTION

WHEREAS, Virindra Mosaphir petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission granting of Special Permit for a Travel Trailer Camp for part of a property located at 320 West Hills Road.

All that part of Tract 14, Final Plan of Tract 14, Plat Book 40, Page 72, ROHC, Deed Book 12872, Page 375, ROHC, which is currently zoned C-1. Tax Map Number 153-007.03 (part) as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on April 14, 2025,

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

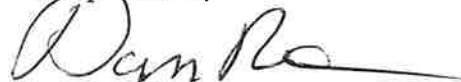
AND WHEREAS, there was opposition present to the petition, as well as, emails in opposition received by RPA staff,

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

AND WHEREAS, the Planning Commission has determined that the proposed request is not compatible with the Lookout Valley Land Use Plan, adjacent residential land uses and development form of the area.

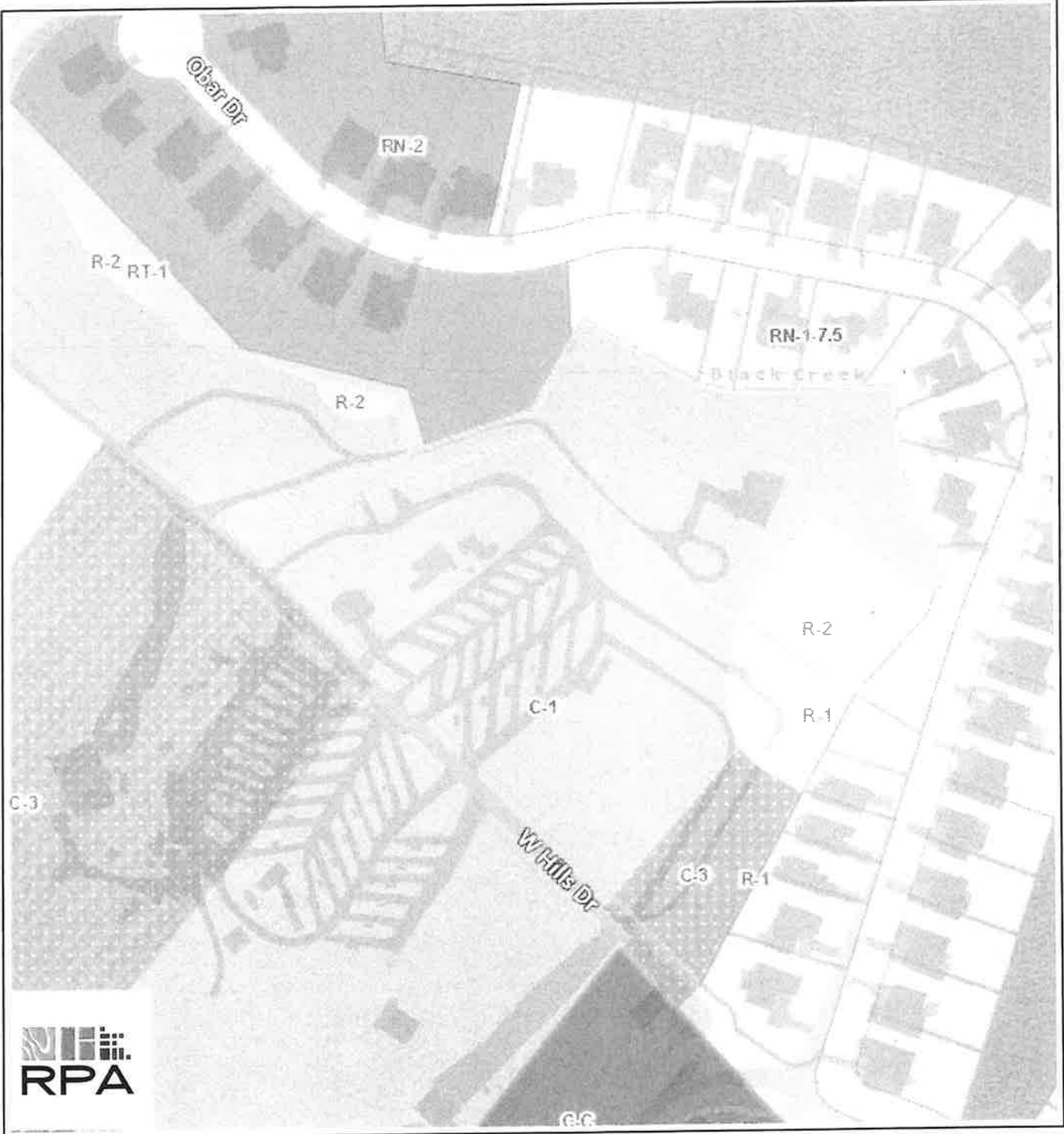
NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on April 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be denied.

Respectfully submitted,



Dan Reuter
Executive Director

2025-0057 Special Permit for a Travel Trailer Camp



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0057: Deny.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025- 0056 0057	PC MEETING DATE: April 14, 2025	APPLICANT: Virindra Mosathiar
PROPERTY OWNER: Virindra Mosaphir	PROPERTY ADDRESS: 320 W Hills Drive	TAX MAP PARCEL ID: 153-007.03
SIZE OF PROPERTY: 4.08 acres	JURISDICTION: Hamilton County	REQUEST: Special Permit for a Travel Trailer Camp

SUMMARY OF REQUEST: Special Permit for a Travel Trailer Camp in the C-1 Tourist Commercial District. This case is associated with 2025-0056, a Special Permit for a restaurant.

PROPERTY DESCRIPTION

EXISTING LAND USE	SURROUNDING LAND USES	ACCESS	NATURAL RESOURCES
Single-Family Dwelling	<u>North:</u> Detached Single-Family Residential <u>East:</u> Detached Single-Family Residential <u>South:</u> RV/Travel Trailer Campground <u>West:</u> Detached Single-Family Residential	W Hills Drive	N/A

ZONING

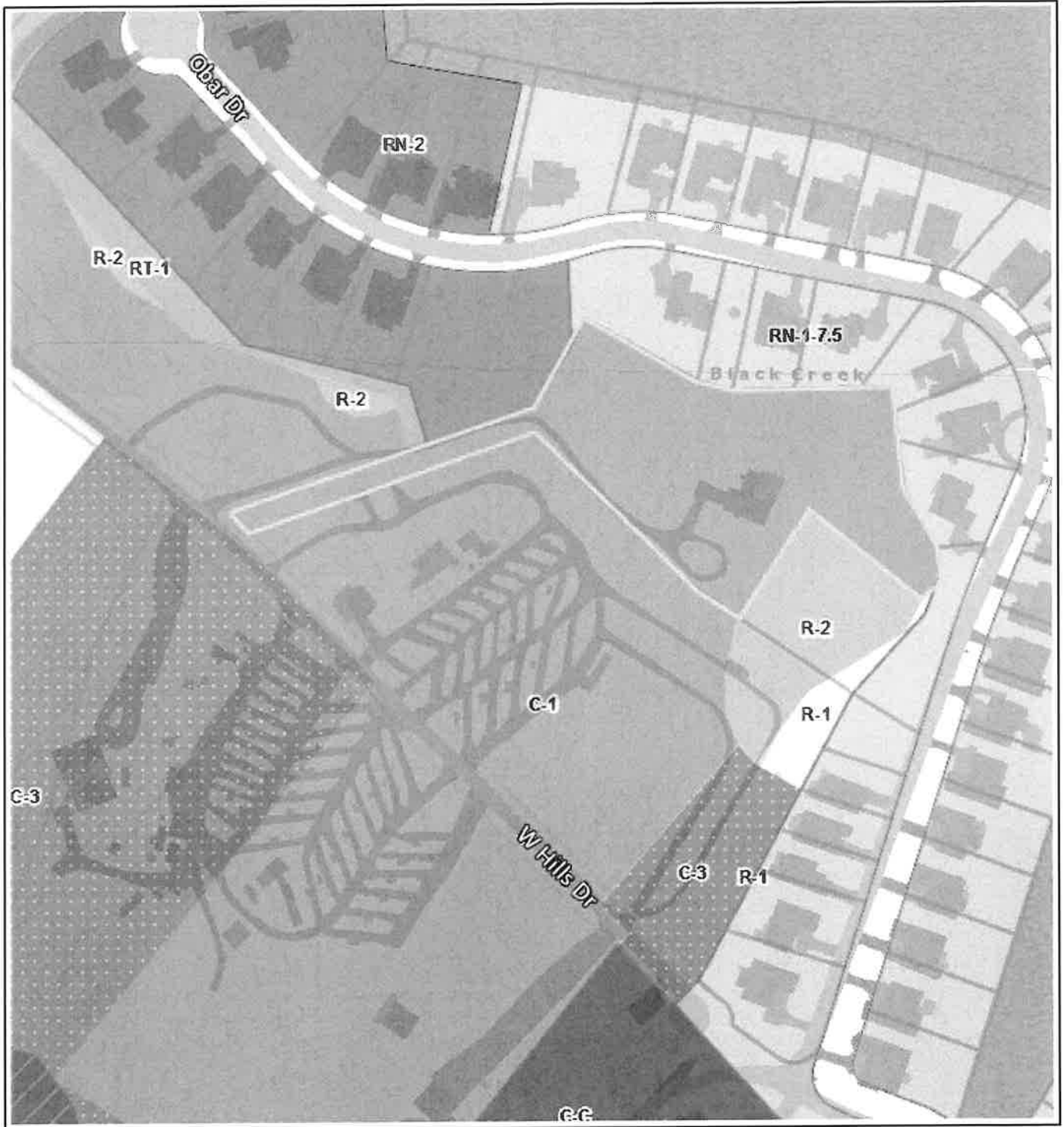
ZONING REGULATIONS	<ul style="list-style-type: none"> • A permit may be granted by the Hamilton County Commission to develop and operate a camp for travel trailers and other camping facilities. • The owner or applicant shall submit a site plan to the Regional Planning Agency of the proposed camp meeting the requirements of Article VI Section 415. • There shall be no more than 10 trailer or tent stands per acre. • There may be one, but not more than one, small food market located on the Travel Trailer camp site. It shall have no more than 1,000 square feet in floor area, and be in business to serve the transients of the camp. • There may be one, but not more than one, structure containing a launderette and/or dry cleaning establishment. This building shall be located on the site and shall contain no more than 600 square feet in floor area. Such building shall be heated, lighted, sidewalk, and covered.
ZONING HISTORY	<ul style="list-style-type: none"> • Case 2023-0058, an application to rezone the site from C-1 to C-2 for a restaurant. The application was withdrawn by the applicant. There was opposition present for this request.

OTHER DEPARTMENT COMMENTS

Hamilton County Building Inspections	<p>The Travel Trailer camp request would need approval from Hamilton County Ground Water Department and Environmental Health before permits are issued.</p> <p>If the existing swimming pool behind the house is going to be used as part of the Travel Trailer camp, Environmental Health, County Fire Marshal and Building Inspection code requires approval prior to the use change. The use change would be from a private to public pool.</p> <p>The property is a flag lot. The flag portion joining West Hills Drive is approximately 43 feet wide. Building Inspection would require approval from the County Fire Marshal of the road width for emergency vehicle access.</p> <p>The owners/applicants should understand that unless all requirements listed above are met, a building permit would not be issued even if the special permits are approved.</p>
---	--

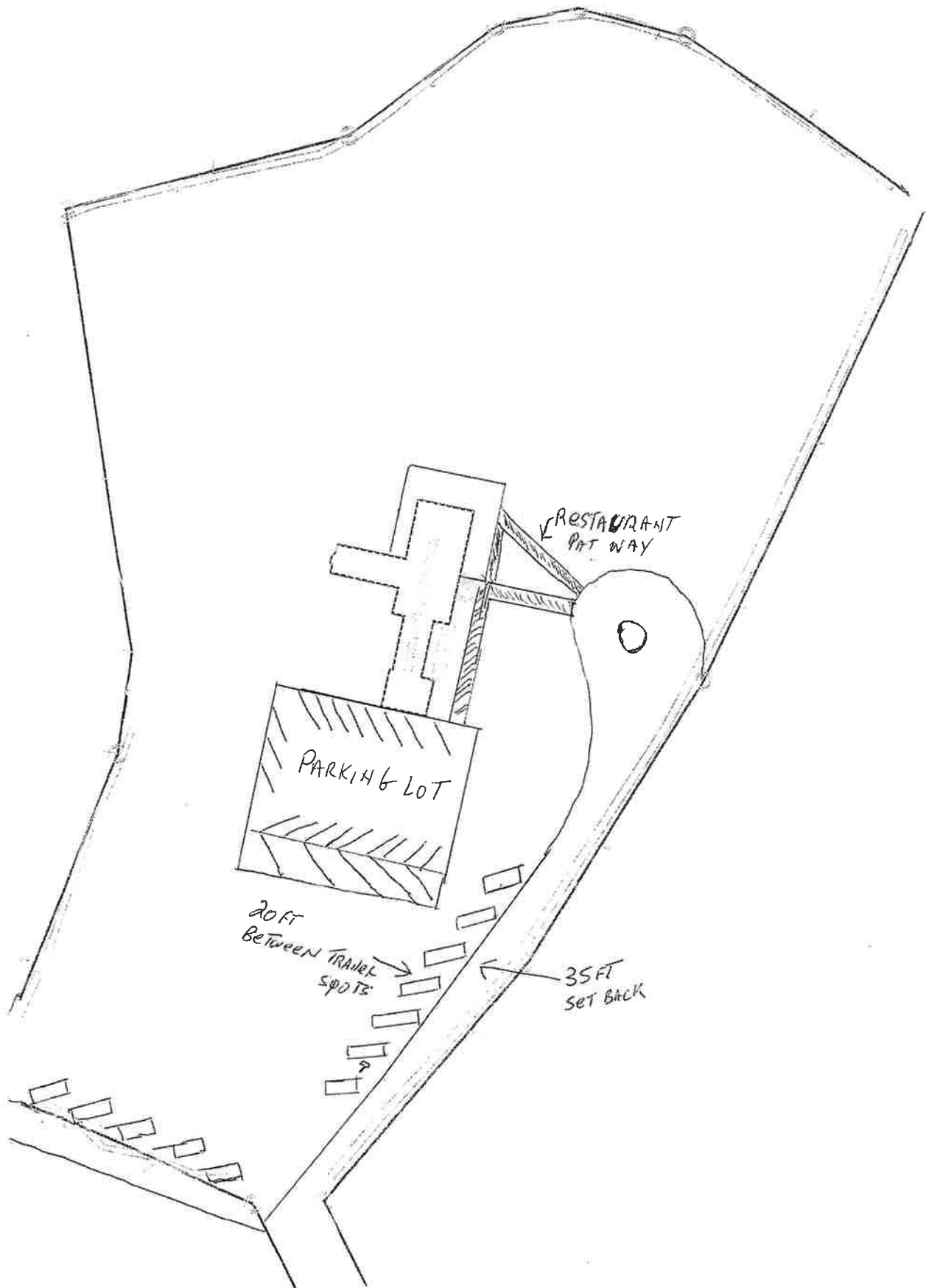
DISCUSSION OF STAFF RECOMMENDATION		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments		<p>COMPATIBILITY WITH ADOPTED PLANS The site is located in the Lookout Valley Land Use Plan (2003) which recommends low density residential. <u>Primary uses include single-family detached with density of 1-4 du/ac. The Plan has goals to maintain small town residential character of the area.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments		<p>COMPATIBILITY WITH ADJACENT LAND USES The site is surrounded primarily by single-family detached residential uses, and there is a RV/campground to the south of the site with a convenience store. The C-1 District with no conditions allows a wide range of commercial uses, such as hotels, hospitals, and railroad stations, that are not compatible with the residential area.</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		<p>COMPLIANCE WITH SITE PLAN REQUIREMENTS A site plan is required that shows the following related to camping facilities:</p> <ul style="list-style-type: none"> a) Name of the actual or beneficial owner(s): This is shown on the application materials. b) Location of the tract: This is shown on the application materials. c) Tract boundaries and acreage: This is shown on the application materials. d) The number and general location of the trailer stands: This is shown on the plan. e) Driveways and parking spaces: This is shown on the plan. f) Size and location of the nearest public waterline that is approved by the Hamilton County Groundwater Protection (if used): <u>This is not shown on the plan.</u> g) Type and location of sewage disposal facilities, restrooms and shower facilities: <u>This is not shown on the plan.</u>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		<p>CONCERNS REGARDING LOCATION, HEIGHT, AND SCREENING Staff cannot determine if there are concerns with nuisances to adjacent properties because the applicant did not provide enough information regarding the proposed travel trailer camp. The applicant did not provide enough information including size and location of nearest public waterline and type and location of sewage disposal facilities, restrooms, and shower facilities, for staff to adequately review these issues</p>
STAFF RECOMMENDATION		
<p>The request is not compatible with the Lookout Valley Land Use Plan; however, the site was zoned to the C-1 Commercial District in the 1970's prior to the adoption of the plan.</p> <p>Staff has concerns about the viability of the RV/travel trailer camp to be able to operate at this location due to the groundwater and fire requirements listed above. The applicant did not provide enough information including size and location of nearest public waterline and type and location of sewage disposal facilities, restrooms, and shower facilities, for staff to adequately review these issues. If the County Commission approves a special permit without this information, the applicant will still not be allowed to operate the campground if the site issues cannot be resolved. Staff recommends deferring the application for 30 days to allow more discussion with the applicant and the Hamilton County Groundwater Protection and the Fire Marshall.</p> <p>Staff recommends deferring for 30 days.</p>		

2025-0057 Special Permit for a Travel Trailer Camp



2025-0057 Special Permit for a Travel Trailer Camp



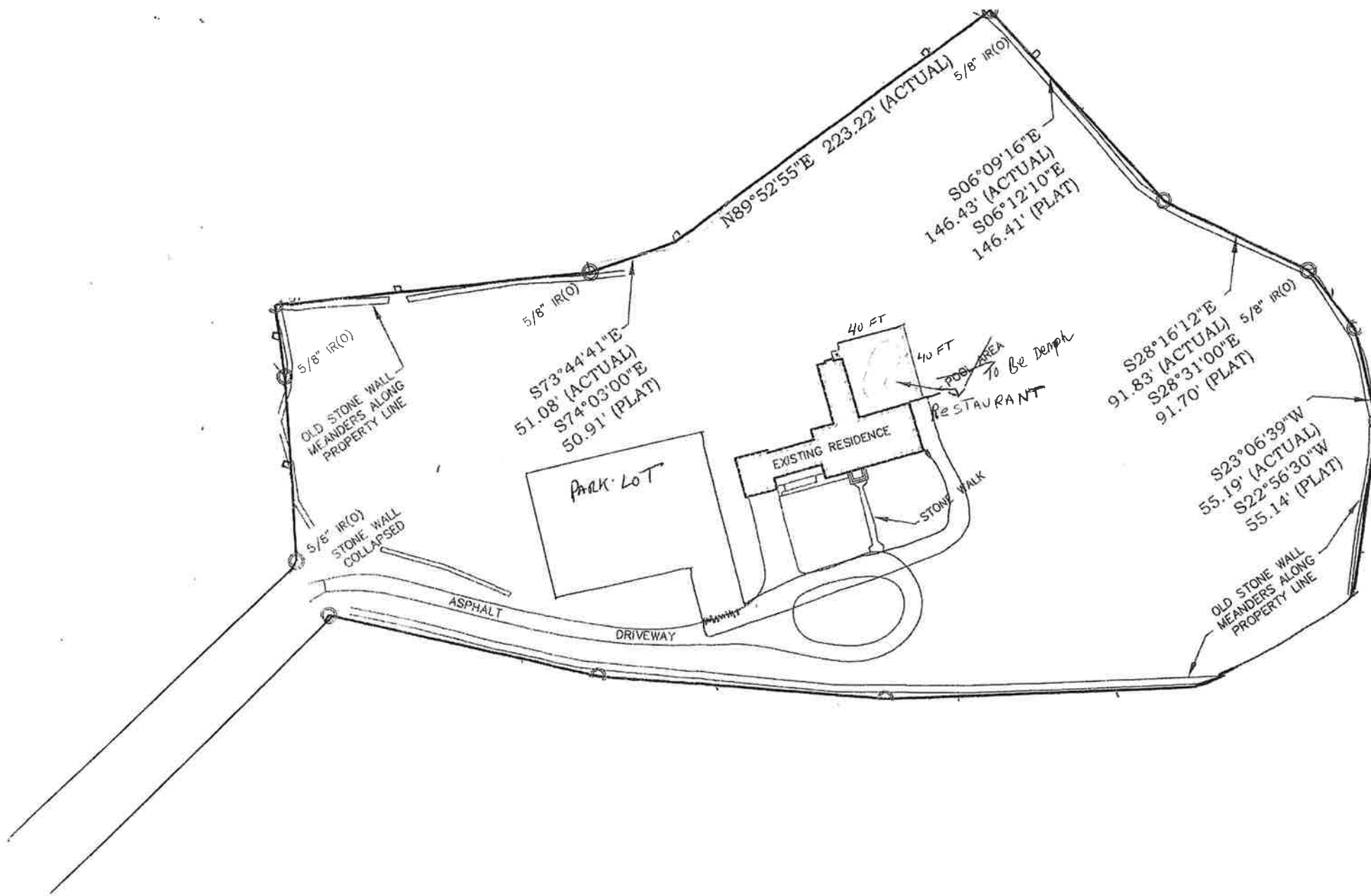


RESTAURANT PAT WAY

PARKING LOT

20 FT
Between TRAVEL
SPOTS

35 FT
SET BACK





Hamilton County Board of Commissioners RESOLUTION

No. 525-37

(P.C. NO. 2025-0060)

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO M-2 WHOLESALE AND LIGHT INDUSTRIAL DISTRICT FOR PROPERTY LOCATED AT 7015 MOUNTAIN VIEW ROAD

WHEREAS, Brad Brackett c/o Ragan Smith petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for property located at 7015 Mountain View Road and said Planning Commission after hearing recommended that this petition be denied; and

WHEREAS, Brad Brackett c/o Ragan Smith requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on May 14, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for property located at 7015 Mountain View Road. An unplatted tract of land located at 7015 Mountain View Road being the property described in Deed Book 10541, Page 680, ROHC. Tax Map Number 123-010.01 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Zoning Change Application Form

CASE NUMBER: 2025-0060		Date Submitted: 02/17/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: A-1		Rezoned To: M-2	Total acres in request area: 5.06
2 Applicant Requested Conditions		Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
Our client is open to possible conditions related to site design, building height & restriction of uses			
4 Property Information			
Property Address: 7015 Mountain View Rd		Property Tax Map Number: 123-010.01	
5 Proposed Development			
Reason for request/Project description:	To allow for the development of Flex Office/Warehouse		
6 Site Characteristics			
Current Use:	Residential		
Adjacent Uses:	Residential		
7 Applicant Information			
Name: Brad Brackett with Ragan Smith			
Address (street, city, state, zip): 35 Station Street, Chattanooga, TN 37408			
Phone: 904-874-2844		Email: bbrackett@ragansmith.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: John Payne			
Address (street, city, state, zip): 1131 Stringers Ridge Rd, Chattanooga, TN 37405			
Phone: 423-413-6134		Email: jhp4results@gmail.com	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application _____		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: Hamilton County		Planning District: 10	Neighborhood: None
County Commission District: 10		City Council District: 0	
PC meeting date: April 14, 2025		Application processed by: Jennifer Ware	
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

Opposition to Rezoning on Mountain View Road

Case No. 2025-0060

Owner: John Payne

Applicant: Brad Brackett with Ragan Smith

Speakers for Opposition: Karen Eaves, 7003 Mountain View Road, Ooltewah, TN
Gary Roden, 8624 Rancho Drive, Ooltewah, TN

Supported by 429 Petitioners

AND

Innumerable neighbors, friends, and community members

OBJECTIONS

- **Excessive storm water runoff would increase dramatically due to paved roads and roof square footage dramatically increasing both quantity and flow rate of storm water runoff**
- **Detention/retention pond would create insect and frog issues because the red clay does not percolate..... The water stands for weeks after a modest rain.**
- **The surface level of the water may be above the existing grade, thus raising the water table near the pond and creating an unsafe footing for existing trees. This condition would threaten people, livestock, property, and utilities.**
- **Direction of the egress from the detention/retention pond would exacerbate a very bad flooding issue, creating more flooding for 8624, 8611, 8612 Rancho Drive and 7019 Mountain View Road.**
- **We adamantly oppose the application for rezoning from A-1 to M-2 and believe these properties, 7015 and 7105 Mountain View Road should remain zoned A-1 for single family residential homes. (Case No 2025-0060)**

Neighborhood Petition in Opposition to Rezoning Requests 2025-0060 and 0061

Request: Rezone from A-1 to M-2

Property Owner: John Payne

Property Address: 7015 and 7105 Mountain View Road

PC Meeting Date: April 14, 2025

These signatures were collected
in person, by neighbors from neighbors,
to convey our adamant opposition
to the above zoning requests.

Approving this request would devalue homes and destroy the integrity of our A-1, low density, residential neighborhood. It would negatively impact thousands of daily commuters along Mountain View Road and create major environmental, traffic, security, privacy, noise, light and aesthetic issues.

Denying these requests would align with:

- The Wolftever Plan, approved in 2007
- The Area Plan submitted to the RPA in 2024 by Ragan Smith
- The current draft of Plan Hamilton
- The RPA guiding principles

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Sandra Gardenhire	Sandra Gardenhire	7115 Mountain View Rd	
JAMES GARDENHIRE	JAMES GARDENHIRE	7115 Mtn. View Rd	
LYNDA COFER	Lynnda Coffey	7131 Mtn View Rd.	
FREIDA B. BUCHANAN	FREIDA B. BUCHANAN	8611 Rancho Dr. Colts River, TN 37363	
Christopher Rice	Christopher M. Rice	8605 Rancho Dr.	
Will Council	Will Council	8500 Rancho Dr	
KENN STROOP	Kenn Strop	7109 Mtn. View Rd COLTS RIVER, TN	
AMMY VANNER	Amy Vanner	8500 RANCHO DR 37363	
Ina Vate	Ina Vate	8612 Rancho Tr 37363	
Julie Dodson	Julie Dodson	8624 Rancho DR. 37363	
Karen Eaves	Karen Eaves	7003 Mountain View Rd	
Terry Eaves	Terry Eaves	7003 Mountain View Rd	
Mary Strop	Mary Strop	7109 Mountain View Rd	
HAN K HOLMES	HAN K HOLMES	8525 Rancho Dr.	
Gail Robinson	Gail Robinson	8509 Rancho Drive	
PHILLIP ROBINSON	Phillip Robinson	8509 Rancho Drive	
LANA HOLMES	Lana Holmes	8525 RANCHO DRIVE	
GARY ROSEN	GARY ROSEN	8624 RANCHO DRIVE	
Carol Lasley	Carol Lasley	8520 Rancho DR	
Harold Lasley	Harold Lasley	8520 RANCHO DR COLT. TN.	
Rachel Cunningham	Rachel Cunningham	8624 Rancho Dr. 37363	
RAY FORTNER	Ray Fortner	8522 Rancho DR 37363	
SHERRY	Sherry Fortner	8522 Rancho DR 37363	
Lindsay Dickert	Lindsay Dickert	8602 Rancho Dr. 37363	
Jon Dickert	Jon Dickert	8602 Rancho Dr. 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1.
 We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Lynn Milles	Lynn Miller	5019 Brainerd Rd Ooltewah 37363	
Carole Mack	Carole Mack	1979 Balkan Village	
Margaret Jones	Margaret Jones	8474 Grace MacPhee Ooltewah	
Sonny Byrd	Sonny Byrd	7809 Gray ^{Bacon} member Georgetown	
Patti Massey	Patti Massey	8883 Jen Rue Ln. Ooltewah	
Terry Massey	Terry Massey	8883 Jen Rue Ln Ooltewah	
Randy Burch	Randy Burch	7419 Chad Rd, Harrison	
BRENDA BURCH	Brenda Burch	7419 CHAD RD HARRISON	
Kathleen Loken	Kathleen Loken	8845 Grey Reed Dr. Ooltewah	
Dwight Loken	Dwight Loken	8845 Grey Reed Dr. Ooltewah	
David Gardenhire	David Gardenhire	6365 Hendon Road 37338	
Julie Gardenhire	Julie Gardenhire	6365 Hendon Rd 37338	
Cott Gardenhire	Cott Gardenhire	6365 Hendon Rd 37338	
Ed Schreyer	Ed Schreyer	7019 Mountain View Rd 37363	
Dennis Smith	Dennis Smith	8614 Ooltewah Gray ^{Gray} Rd 37366	
John Markham	John Markham	9210 Knolling loop ooltewah	
Alex Rasaphont Nor	Alex Rasaphont Nor	9162 Knolling loop ooltewah	
Sarah Lloyd	Sarah Lloyd	9134 Knolling Loop, ooltewah	
Michael Clavin	Michael Clavin	8724 Knolling Loop, Ooltewah	
Caroline Pereira	Caroline Pereira	7422 Cash Lane Ooltewah, 37363	
Jason Blanton	Jason Blanton	8576 Stack Rock Lane, Ooltewah, TN 373	
Cynthia Blanton	Cynthia Blanton	8576 Stack Rock Ln Ooltewah, TN 37363	
Darrell Whitfield	Darrell Whitfield	8544 Stack Rock Ln Ooltewah, TN 37363	
Amanda L. Whitfield	Amanda Whitfield	8544 Stack Rock Ln Ooltewah TN 37363	
William Mullin	William Mullin	8694 Rosade Dr Ooltewah TN 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Mike Gardenhire	Mike Gardenhire	1608 Green Pond Rd	Society Daisy
Kim Gardenhire	Kim Gardenhire	1608 Green Pond Rd	Society-Daisy
Alan ROBERTS	Alan Roberts	9008 Knolling Loop	
RJ Jones	RJ Jones	8809 Knolling Loop	
Al Sanchez	Al Sanchez	8773 Knolling Loop	
Jeff Beard	Jeff Beard	8745 Knolling Loop	
Scott Brunkley	Scott Brunkley	8758 Knolling Loop	
Bill Ennis	Bill Ennis	8794 Knolling Loop	
HOWARD Jackson	Howard Jackson	8818 Knolling Loop	
Marcia Smith	Marcia Smith	7205 McDeer Rd	
RANDALL BISHOP	Randall Bishop	9113 KNOWLING LOOP, OOLTOWAH, TN	
Beth Bishop	Beth Bishop	9113 Knolling Loop	Ooltawah TN
Alicia Asen	Alicia Asen	7396 Dividing Way	Ooltawah TN
MELISSA RH	Melissa RH	7408 DIVIDING Way	OOLTOWAH
Laura Lewis	Laura Lewis	7420 Dividing Way,	Ooltawah
Walter Ward	Walter Ward	8785 Knolling Loop	Ooltawah
Mike Manx	Mike Manx	7432 Dividing Way	Ooltawah TN
SHERRI CRANE	Sherri Crane	7409 Dividing Way	Ooltawah TN
Lisa Jackson	Lisa Jackson	7371 Dividing way	Ooltawah, TN
Brian Kjelgaard	Brian Kjelgaard	7359 Dividing way	Ooltawah, TN
NORM WALKER	Norm Walker	7317 Dividing way	Ooltawah TN
Jered Wilcox	Jered Wilcox	9002 Knolling Loop	Ooltawah TN
Rick VanDeBogert	Rick VanDeBogert	9044 Knolling Loop	Ooltawah, TN
Tonya + Nahum Faubert	Tonya + Nahum Faubert	9070 Knolling Loop	Ooltawah, TN
Susan Middagh	Susan Middagh	9104 Knolling Loop	Ooltawah, TN

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Dean Middagh	<i>Dean Middagh</i>	9104 Knolling Loop Ooltewah, TN 37363	
Naavarath Rasapany	<i>Naavarath Rasapany</i>	9162 Knolling Loop Ooltewah TN 37363	
Agmtahmy Ram	<i>Agmtahmy Ram</i>	9162 Knolling Loop Ooltewah TN 37363	
David Khaburtsky	<i>David Khaburtsky</i>	7347 Dividing way, Ooltewah TN 37363	
Svetlana Khaburtsky	<i>Svetlana Khaburtsky</i>	7347 Dividing way Ooltewah TN 37363	
Bonnie Riggs	<i>Bonnie Riggs</i>	7205 Mc Dade Rd Ooltewah TN 37363	
John W. Yates	<i>John W Yates</i>	7102 Meredith Ct. Ooltewah TN 37363	
Roseana Yates	<i>Roseana Yates</i>	7102 Meredith Ct. Ooltewah, TN 37363	
PAT BAKKEN	<i>Pat Bakken</i>	7501 Dumble Rd Georgetown TN 37336	
Tom Haley	<i>Tom Haley</i>	8924 Grey Mtn. Dr. Ooltewah, TN 37343	
Beth Longshore	<i>Beth Longshore</i>	6966 Sawtooth Dr. Ooltewah, TN 37363	
Herman E Case	<i>Herman E Case</i>	8714 Green Gap Rd Ooltewah TN 37363	
Kaye Walker	<i>Kaye Walker</i>	6216 Melton Dr Chatta. TN 37416	
Jeanne Stanley	<i>Jeanne Stanley</i>	1906 Sedgefield Dr Ooltewah TN 37363	
TERESA PHILLIPS	<i>Teresa Phillips</i>	1896 Sedgefield Dr. Ooltewah TN 37363	
BARBARA BURNS	<i>Barbara Burns</i>	5523 NICKERY ST COLLETAH, TN 37363	
DAVID ANDERSON	<i>David Anderson</i>	6236 WHITE TAIL OOLTAWAH, TN 37363	
Amy Longshore	<i>Amy Longshore</i>	7268 Kaye Beth Ct. Ooltewah TN 37363	
Susie Davidson	<i>Susie Davidson</i>	8561 Syntex Ln O " 37363	
Kelly Davidson	<i>Kelly Davidson</i>	8561 Syntex Ln Ooltewah TN 37363	
Xen Vaughan	<i>Xen Vaughan</i>	7174 Tenderfoot Tr. Ooltewah TN 37363	
Doreen Woodruff	<i>Doreen Woodruff</i>	8438 TROVILLYN DR COLTEWAH, TN 37363	
Sandy Woodruff	<i>Sandy Woodruff</i>	8438 Trowillyn Dr. Ooltewah, TN 37363	
Paul Blount	<i>Paul Blount</i>	5689 Sherry Ln. Ooltewah 37363	
WAYNE WALKER	<i>Wayne Walker</i>	8337 Bell Mill Rd COLLETAH 37363	
Christie Walker	<i>Christie Walker</i>	8337 Bell Mill Rd Ooltewah 37363	
FAYE GANN	<i>Faye Gann</i>	6454 Hideaway Rd Ooltewah 37363	
LEE MILLER	<i>Lee Miller</i>	5019 BRANSTON RD Ooltewah 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Elizabeth Miyashiro	<i>Elizabeth Miyashiro</i>	8462 Streamside Drive Ooltewah, TN. 37363	
RON MCILVERNE	<i>Ron McIlverne</i>	8479 Streamside Dr Ooltewah, TN 37363	
JERRY HEALY	<i>Jerry Healy</i>	7451 TRANSMILLION DRIVE	
ERIC MONTGOMERY	<i>Eric Montgomery</i>	7205 YAMBO DR Ct, Ooltewah TN	
Kayla Balmger	<i>Kayla Balmger</i>	7318 Kayla Beth Ct Ooltewah TN 37363	
Matthew Balmger	<i>Matthew Balmger</i>	7318 Kayla Beth Ct Ooltewah TN 37363	
Carolyn Dawnm	<i>Carolyn Dawnm</i>	7103 Streamside Dr, Ooltewah TN 37363	
Clinton Dawnm	<i>Clinton Dawnm</i>		
Kelly Johnson	<i>Kelly Johnson</i>	8246 Trout Lily Dr Ooltewah TN	
Greg Johnson	<i>Greg Johnson</i>	8246 Trout Lily Dr Ooltewah TN	
Satyan Patel	<i>Satyan Patel</i>	7499 Blazing Star Ct. Ooltewah TN	
Kalina Patel	<i>Kalina Patel</i>	7499 Blazing Star Ct Ooltewah TN	
Cassie Eutzman	<i>Cassie Eutzman</i>	8443 Trout Lily Dr. Ooltewah, TN	
Marie Claire Graves	<i>Marie Claire Graves</i>	8426 Trout Lily Dr Ooltewah TN	
Adam C Getzmann	<i>Adam C Getzmann</i>	8443 Trout Lily Dr Ooltewah TN	
Sandy Woolweaver	<i>Sandy Woolweaver</i>	8438 Trout Lily Dr Ooltewah TN	
Kathy Swartout	<i>Kathy Swartout</i>	8431 Trout Lily Dr. Ooltewah TN	
DENNIS SWARTOUT	<i>Dennis Swartout</i>	8131 TROUT LILY DR OOLTENWAH	
Joseph Cihlar	<i>Joseph Cihlar</i>	8402 Trout Lily Dr Ooltewah	
Douglas Jensen	<i>Douglas Jensen</i>	7594 Firwood Ct Ooltewah	
Ivan Dial	<i>Ivan Dial</i>	8390 Trout Lily Dr Ooltewah	
Rachel Dial	<i>Rachel Dial</i>	8390 Trout Lily Dr Ooltewah	
Linda Chandler	<i>Linda Chandler</i>	6721 Trout Lily Dr Ooltewah	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1.
 We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Landon Little	<i>Landon Little</i>	8575 Stack Rock Ln	
Daniel Little	<i>Daniel Little</i>	8575 Stack Rock Ln	
Jean Scarborough	<i>Jean Scarborough</i>	8678 Rosada Dr.	
Ruth Adams	<i>Ruth Adams</i>	8654 Rosada Dr.	
RICHARD TATE	<i>Richard Tate</i>	8650 Rosada Dr.	
Lanny Heinz	<i>Lanny Heinz</i>	8615 Rosada Dr.	
PATRICK B. ALLISON	<i>Patrick B. Allison</i>	8687 ROSADA DR.	
Linda Masty	<i>Linda Masty</i>	7520 Lacie Jay Lane	
Lindsay Pierce	<i>Lindsay Pierce</i>	7577 Lacie Jay Lane	
Tara Yelliot	<i>Tara Yelliot</i>	7576 Lacie Jay Ln	
CIERRA SOMERLIE	<i>Cierra Somerlie</i>	7598 Lacie Jay Lane	
Kyle Dennis	<i>Kyle Dennis</i>	7598 Lacie Jay Lane	
JAMES PIERCE	<i>James Pierce</i>	7577 LACIE JAY LANE	
JAMES CRONE	<i>James Crone</i>	7563 Lacie Jay Lane	
Suzanne Rogers	<i>Suzanne Rogers</i>	7591 Lacie Jay Lane	
Jennifer Lawhorn	<i>Jennifer Lawhorn</i>	7131 Meredith Court	
Stephanie Scoggins	<i>Stephanie Scoggins</i>	1060 S Ocee St	
KEPPI AHS SIMONIN	<i>Keppi Ahs Simonin</i>	8412 Refuge Ln	
Michael Simonin	<i>Michael Simonin</i>	8412 Refuge Ln	
JACOB BIEMAN	<i>Jacob Bieman</i>	7410 Blazing Star	
JACOB BIEMAN	<i>Jacob Bieman</i>	7410 Blazing Star	
Kathy Hamm	<i>Kathy Hamm</i>	8098 Streamside Dr	
Kathy Hamm	<i>Kathy Hamm</i>	8098 Streamside Dr	
Steven Steelfa	<i>Steven Steelfa</i>	8098 Streamside Dr	
Sarah Blackmon	<i>Sarah Blackmon</i>	7788 Trout Lily Dr	Stop building!

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Ryan Williams	[Signature]	7234 Kgl - Beth Ct 37363	No Rezoning!
Sean Basel	[Signature]	7859 Tranquility Dr 37363	No Rezoning!
Marleyn Pierce	[Signature]	8888 Streamside Dr	No rezoning
William J. Pierce, JR	[Signature]	8888 Streamside Dr.	No rezoning
Mary McMillan	[Signature]	7295 Lazy Brook Ct. 37363	No rezoning
Beverly Smith	[Signature]	8937 Streamside Dr 37363	No rezoning
DAVID BREWSTER	[Signature]	8560 Streamside Dr 37363	No Rezoning
Heather Haner	[Signature]	8229 Robertsview Dr. 37363	No Rezoning!
Erik Ehinger	[Signature]	8282 Trout Lily Dr 37363	No rezoning
Wendy Ehinger	[Signature]	8282 Trout Lily Dr. 37363	No rezoning
RICHARD EKROD	[Signature]	1411 Wading Branch Ln	NO REZONING
Freida & George Adams	[Signature]	8111 Ranch Dr Ooltewah	No Rezoning
Dorinda Dinsmore	[Signature]	7131 Hawks Rd Ooltewah	No Rezoning
Doris York	[Signature]	7276 Goldenrod Ct	No Rezoning
Beverly Jerman	[Signature]	7252 Kayla Beth Ct	NO REZONING
WILLIAM SHAW	[Signature]	7273 Lazy Brook Ct	NO REZONING
Diana Cihlar	[Signature]	8402 Trout Lily Dr Ooltewah	NO!
Sarah McCurry	[Signature]	7481 Blazing Star Ct Ooltewah	NO!
Gale Matthews	[Signature]	7489 Tranquility Dr Ooltewah	NO!
Shawn Matthews	[Signature]	7489 Tranquility Dr Ooltewah	NO!
Lindsay Paige Turner	[Signature]	8496 Streamside Dr Ooltewah TN	NO!
PATRICK TURNER	[Signature]	8496 Streamside Dr, OOL 37363	No REZONING!
EDWARD JONES	[Signature]	7401 Hollyhock Ln OOL 37363	No!
Suzhee Jones	[Signature]	" " "	"

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Michael Blackmon	[Signature]	7788 Trout Lily	
BRITT MISHAW	[Signature]	8523 Highway 60 Bono Ln.	
Clinton Isehnauer	[Signature]	8402 Streamside Dr.	
Jennifer Isehnauer	[Signature]	8402 Streamside Dr.	
Jason A Feinauer	[Signature]	7809 Trout Lily Dr	
Meredith K Feinauer	[Signature]	7809 Trout Lily Dr	
Terese Snyder	[Signature]	8561 Streamside Drive	
RICHARD EBERLY	[Signature]	8663 STREAMSIDE DR	
Stacy Daniels	[Signature]	8628 Streamside Dr	
GREG DANIELS	[Signature]	8628 STREAMSIDE DR	
Cathy Stone	[Signature]	1103 Meredith Ct	
JAMES Stone	[Signature]	1103 Meredith Ct	
Eddie Taylor	[Signature]	7215 Meredith CT	
Dianna Berens	[Signature]	7204 Goldenrod Ct	
Robert A. Reed	[Signature]	7326 Blazing Star Ct.	
Wendy H. Reed	[Signature]	7326 Blazing Star CT	
Margie Cook	[Signature]	8502 Cherrybark LN	
Paul Cook	[Signature]	8502 Cherrybark LN	
Sierra Riggs	[Signature]	1118 Goldenrod Ct	
Xiping Yin	[Signature]	8720 Allien Dam ct.	
Edward Goethl	[Signature]	7924 McDaniel St	
Sandra Goethl	[Signature]	7924 McDaniel St	
Lauren Lamb	[Signature]	7201 Kayla Beth Ct	
Craig Lamb	[Signature]	7201 Kayla Beth Ct.	
[Signature]	[Signature]	7302 BLAZING STAR CT	
MIKETA LLMAN	[Signature]	7302 BLAZING STAR CT	
MELANIE TALLMAN	[Signature]		

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Greg Presbury		7561 FIREWEED CT COLTEWAH 37363	
By Amy		7575 Fireweed Ct Ooltewah 37363	
Tommy		7575 Fireweed Ct Ooltewah 37363	
Tony Seymour		8307 Trout Lily Dr. Ooltewah 37363	
Cally Seymour		8307 Trout Lily Dr. Ooltewah 37363	
Char Miller		7494 Blazing Star Ct Ooltewah 37363	
Victor Miller		7494 Blazing Star Ct Ooltewah 37363	
Jared M Curry		7481 Blazing Star Ct Ooltewah 37363	
Jon Coppinger		7470 Blazing Star Ct Ooltewah 37363	
Tammy Ha		7470 Blazing Star Ct Ooltewah 37363	
Kristin Scupin		7398 Blazing Star Ct Ooltewah 37363	
Ryan Scupin		7398 Blazing Star Ct. Ooltewah 37363	
Lisa Guyselman		7565 Catchfly Drive	
Josh Guyselman		7565 Catchfly Drive	
Jessica Ubarra ga	By phone	7560 Catchfly Drive	
MARK HANER		8366 TROUT LILY DRIVE COLTEWAH, TN 37363	
GREG Helton		8618 SNOW HILL Rd Ooltewah, TN 37363	
MARION LANE		7133 GOLDENROD Ct. COLTEWAH TN	
Debby Breisch		8184 Blackrock Dr. Ooltewah TN 37363	
RAEEN BREISCH		8184 Blackrock Dr. Ooltewah, TN 37363	
Miquela Hales		7237 Meredith Ct Ooltewah, TN 37363	
Keith Hales		7237 Meredith Ct. Ooltewah, TN 37363	
Brooke Helton		8618 Snow Hill rd Ooltewah, TN, 37363	
Kim Helton		8618 Snow Hill Rd. Ooltewah, TN 37363	
Cathy Gomila		6558 SATSAND DR. COLTEWAH TN 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Misty Hagin	Misty Hagin	7133 Goldenrod ct.	
JOFF Hagin	Joff Hagin	7133 Goldenrod CT.	
Wendi Ehinger	Wendi Ehinger	8282 Trout Lily Dr.	
Fred Layne	FRED LAYNE	8977 Grey Road Dr	
Rebecca Layne	REBECCA LAYNE	8977 Grey Road Dr	
Tommy MASSINGLI	Tommy	8633 Blanche Rd	No Rezoning
Angela Bayn	Angela Bayn	8633 Blanche Rd	NO rezoning
Michelle Brenner	Michelle Brenner	8560 Streamside Dr.	
DEREK BROWN	Derek B	7136 GOLDENROD CT.	NO REZONING
Bryan Grillo	Bryan	7351 Red Poppy Dr	No Rezoning!
Tom Moss	Tom Moss	6185 Amber Brook Dr.	
CRAIG LAWSON	Craig	8184 Fox Glove Dr Colter TN 37363	
Noel LAWSON	Noel	8184 Fox Glove Dr Colter TN 37363	No Rezoning
Bianche marsh	Bianche	7775 Tranquility Dr.	
SHONDA SKILLINGTON	Shonda	8502 Blanche Rd Colter TN 37363	
MARY EVERETT	Mary	7965 Venera Dr Colter TN 37363	
Mark Everett	Mark	7965 Venera Dr Colter TN 37363	
Stephan marenic	Stephan	8233 Blackford Dr	" " "
Garvin marenic	Garvin	" " "	" " "
Alina Hadji	Alina	7301 McDaniel Ln 37363	
EVGENY HADJI	Evgeny	7301 Mc DANIEL LN 37363	
Chelsea McGeel	Chelsea	8363 Shearwater Lane	
Deborah Shell	Deborah	8651 Wading Branch 37363	
Harold Shell	Harold	8651 Wading Branch 37363	
Haley Braun	Haley	865 Wading Branch 37363	


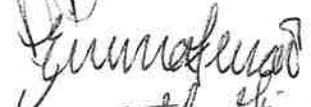









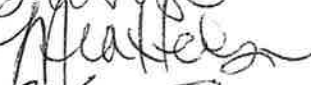


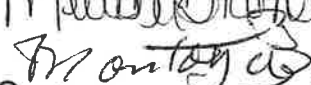









PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Melanie Watson	Melanie Watson	7317 Blazing Star Ct. Ooltewah, TN 37363	NO rezoning
Chad Watson	Chad Watson	7397 Blazing Star Ct. Ooltewah, TN 37363	NO
Trevel Walker	Trevel Walker	3248 Ribers Dr. Cleveland, TN 37312	
Mike Krawiec	Mike Krawiec	7422 Blazing Star Ct Ooltewah TN 37363	
Marcus Myers	Marcus Myers	7896 Tranquility Dr. 37363	
Cristi Steed	Cristi Steed	8419 Trout Lily Dr. Ooltewah	NO
John Steed	John Steed	8419 Trout Lily Ooltewah	NO
Leah Steed	Leah Steed	8419 Trout Lily Dr. Ooltewah	No
Sarah Martin	Sarah Martin	8325 chipwood ct. Ooltewah	no
WEE THOPPIL	WEE THOPPIL	8550 KELSEY CHEL CT	NO
ASHA THOPPIL	Asha Thoppil	8550 KELSEY CHEL CT	NO
Stephanne Baumgartner	Stephanne Baumgartner	7865 Trout Lily Dr	NO
Angele Kadosi	Angele Kadosi	8270 Trout Lily Dr.	NO
Math Kadosi	Math Kadosi	8270 Trout Lily Dr.	NO
JOSEPH NASH	JOSEPH NASH	7999 Tranquility Dr. NO.	
Scott Puley	Scott Puley	7999 Tranquility Dr, Ooltewah TN 37363	NO
Roxanno Spragan	Roxanno Spragan	7973 Tranquility Dr Ooltewah TN 37363	No
Willard Spragan	Willard Spragan	7973 Tranquility Dr. Ooltewah TN 37363	NO
Lisa Needham	Lisa Needham	8064 Trout Lily Dr Ooltewah TN 37363	NO
William Needham	William Needham	8064 Trout Lily Dr Ooltewah TN 37363	No
Katie Lenzel	Katie Lenzel	7952 Vervena Dr Ooltewah TN 37363	
ROBERT B DOBINS JR	ROBERT B DOBINS JR	8634 WADING BRANCH CT OOLTWAH, TN 37363	no
Greg Underwood	Greg Underwood	8102 Trout Lily Dr Ooltewah TN 37363	No
Phuong Hoang	Phuong Hoang	7364 Red poppy Dr Ooltewah TN 37363	NO
Cuong Hoang	Cuong Hoang	same	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Vivian Vate		2612 Ronnie Dr Ooltwah TN 37363	
Emma Feinauer		7809 Trout Lily Dr 37363	
Ken Grimes		2553 Tranquility Dr	
Tanya Watkins		7648 Tranquility Dr.	
TERRY BAUER		7840 TROUT LILY DR	
Karla Dupre		7949 Vervena Dr.	
Deborah Jenkins		8052 Trout Lily Dr	
Janet Jensen		7594 Fireweed Ct	
Phaedra Richmond		7316 Red Poppy Dr.	
Charli Black		7440 Hollyhock Lane	
HAN STA BER		8473 Judge LANE	
Chris Allen		8251 Blackrock Dr.	
Burtonnara		7810 Trout Lily TN	
MIA Henders		8085 FOX GLOVE DR. Ooltwah TN	
Meghan Silva		7571 Tranquility Dr. Ooltwah	
Joe Silva		" "	
Dean Buckner		7514 Tranquility Dr. Ooltwah	
Melissa Oratna		7459 Red Poppy Dr. Ooltwah	
A MOSTOYA		7949	
Anneka Bass		7363 Red Poppy Dr Ooltwah	
Eva Ostburg		8361 Trout Lily Dr, Ooltwah	
Egbert Ostburg		8361 Trout Lily Dr, Ooltwah	
Had M. M.		8533 KELSEY CIRCLE Ooltwah	
Kathleen Pert		8533 KELSEY CIRCLE Ooltwah	
Mitchell Malone		7786 Tranquility Dr.	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Karen Ingles	Karen Ingles	7377 Pfizer Ooltewah TN	
MICHAEL DOYLE	[Signature]	9743 SHADOW VALLEY CR CHATTIN 37421	
CLARENCE BODNER	Pat Bodnar	2429 QUAIL NEST CIR CHATT, TN 37421	
Craig Bodnar	[Signature]	2302 Quail MIN DR. CHATT, TN 37421	
RICK HIRKO	[Signature]	8436 JAY TRENT CT OOLTEWAH, TN	
Dorothy Durr	Dorothy Durr	9278 White Ash Dr. Ooltewah, TN 37363	
Robert Birke	Robert Birke	1133 Fuller Glen Cir, Chatt, TN 37421	
Brendan Jennings	[Signature]	6772 Cozington, Birkhead, TN 37308	
Pam McManus	Pam D McManus	8165 Double Eagle Ct Ooltewah, TN 37363	
John Schopper	[Signature]	311 Macmillan Rd NE Cleveland, TN 37323	
Laurene Hirko	Laurene Hirko	9436 Jay Trent Ct. Ooltewah, TN 37363	37363
Michael Durr	[Signature]	9278 White Ash Dr. Ooltewah, TN 37363	
Anne McManus	ANNE McMANUS	8165 Double Eagle Court Ooltewah TN. 37363	
Mary Hess	[Signature]	1408 Stratman Cir Chattanooga 37421	
Sidney Czynski	Sidney Czynski	1864 Holbee Farm PL, Ooltewah 37363	
TIMOTHY LERENTZ	[Signature]	8306 FRONT GATE CIRCLE OOLTEWAH 37363	
JAMES WILLIAMS	[Signature]	9663 REGENCY CT OOLTEWAH TN 37363	
JAMES POLIETTI	[Signature]	5609 SONQUIL LN OOLTEWAH TN 37363	
Brent Shirley	Brent Shirley	4312 Butterfly Dr. Chattanooga 37406	
JUDITH SHIRLEY	Judith Shirley	4312 Butterfly Dr. Chattanooga 37406	
Mylene [unclear]	MURINE ENGLER	6231 Ooltewah Georgetown, Ooltewah 37363	
[unclear]	LAURENCE FISCHER	8227 Rolling Stone LN Ooltewah TN 37363	
Marie Caliri	MARIE CALIRI	8433 Cherrybark Ln. Ooltewah TN 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

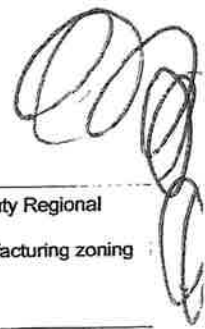
The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Shayana Shell		2651 Wading Branch Ct	37363
James S. Garrett		7960 Tranquility Dr	37363
Lisa Garrett		7960 Tranquility Dr	37363
Debbie Webb		8045 Fox Glove Drive	37363
Joel Webb		8045 Fox Glove Dr.	37363
Christina Hackley		8134 SAVANNAH WAY	37363
Janice Miller		8379 Trout Lily Dr	37363
Carla Hickman		7601 Hollyhock Ln	37363
DAVID DAVIS		7377 Nollyhock Ln	37363
Amber McGhee		7828 Tranquility Dr	37363
Michael McGhee		7828 Tranquility Dr	37363
Floy Allen		8383 Chipwood Ct	37363
Jeanette Allie		83 Chipwood Ct	37363
Filmore Columbia		7859 Tranquility Dr	37363
Alliah Levalle		7394 Hollyhock Ln	37363
Chris Robertson		7448 Red Poppy Dr	37363
Amber Robertson		7448 Red Poppy Dr	37363
Shirley Elise		7550 Tranquility Dr	37363
Maxwell White		8106 Blackrock Dr.	37363
Bruce Ladel		8106 Blackrock Dr.	37363
Debra Smith		8437 Refugelm	37363
Steven Smith		"	37363
Adler Smith		"	37363
Aiden Smith		"	37363
JAMES McKAY		7325 Blazing Star	37363
Marlene Kreidler		" same	37363
Austin DeMaria		7517 Tranquility Dr.	37363
Melissa DeMario		7517 Tranquility Dr.	37363

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1.
 We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
John Dornville	[Signature]	8349 Chipwood Ct.	No More Development
Megan Webb	[Signature]	7933 Verona Dr	
Kayla Hickman	[Signature]	8198 Blackrock Dr.	
Candice Maloney	[Signature]	7786 Tranquility Dr.	
PAUL GADASIUCHAK	[Signature]	84380 Refugio Ln.	Coltewah TN
Brianne Cooke	[Signature]	7472 Red Poppy Dr	Coltewah
Steven Cooke	[Signature]	7472 Red Poppy Dr	Coltewah
Josh Spahn	[Signature]	8264 Blackrock Dr	
Tim Bambray	[Signature]	8129 Fox Glade Dr	Coltewah TN 37363
Alma Terpe	[Signature]	7931 Tranquility dr	Coltewah TN 37363
Susan Burns	[Signature]	7589 Everwood Ct	Coltewah TN 37363
Lee Eave	[Signature]	8491 Fox Glade Dr	
Jessie Margraves	[Signature]	8572 Kelsey Chol Ct	Coltewah, TN 37363
Gaule Lea	[Signature]	8689 Streamside Dr	Coltewah TN 37363
Donald Swoopes Jr	[Signature]	8063 Trout Lily Dr	Coltewah, TN 37363
Lesia Swoopes	[Signature]	8063 Trout Lily Dr	Coltewah, TN 37363
Kathryn Calise	[Signature]	8349 Chipwood Ct.	Coltewah TN 37363
Brenda Adams	[Signature]	5503 Valley Garden Dr.	Coltewah TN 37363
Audrea Nation	[Signature]	8174 Savannah Hills Dr	37363
Dylan Nation	[Signature]	8174 Savannah Hills Dr.	37363
Lynnda Cofer	[Signature]	7131 Mtn. View Rd.	Coltewah 37363



PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Darlene Phillips	<i>[Signature]</i>	7648 Tranquility Dr.	
Aaron Watkins	<i>[Signature]</i>	7949 Veriview Dr.	
MICHAEL DUPRE	<i>[Signature]</i>	8383 CH. SWOON CT.	
Roy Allen	<i>[Signature]</i>	James R. Jenkins 8052 Trout Lily Dr.	
<i>[Signature]</i>	<i>[Signature]</i>	Demoni Hudson 8085 Fox Glove Dr.	
Sue Sampson	<i>[Signature]</i>	8133 Trout Lily Dr.	
Anne Marie Dickson	<i>[Signature]</i>	8473 Refuge Ln. Ooltewah, TN	
John Burris	<i>[Signature]</i>	4984 Silver Maple	37363
Wendell F. Pate	<i>[Signature]</i>	8456 Refuge Ln. Ooltewah	37363
IUDNNE MONTAYA	<i>[Signature]</i>	7949	
ANN STERMAN	<i>[Signature]</i>	4592 Refuge Ln	37363
DAN DAN	<i>[Signature]</i>		
NEA ALLEN	<i>[Signature]</i>	8259 Blackrock	
Kenny Hickman	<i>[Signature]</i>	8198 Blackrock Dr	37363
Megan Walker	<i>[Signature]</i>	8330 Trout Lily Drive	
Angel Silva	<i>[Signature]</i>	1853 daylong Pl	
<i>[Signature]</i>	<i>[Signature]</i>	8226 Tipacooe Ct.	
Donna Burks	<i>[Signature]</i>	7840 Tranquility Dr Ooltewah, TN	
Melvin Burks	<i>[Signature]</i>	7840 Tranquility Dr Ooltewah, TN	
J. Vall Lane	<i>[Signature]</i>	7469 Blazing Star Ct Ooltewah TN	
Cynthia Lane	<i>[Signature]</i>	7469 Blazing Star Ct Ooltewah TN	
Jessica Baker	<i>[Signature]</i>	7840 Trout Lily Dr. Ooltewah, TN	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Steve Perkins		8516 Blanche Rd	Ooltewah TN 37363
DANIEL STEIN		7525 McDaniel Ln	Ooltewah, TN 37363
Cynthia Miller		8414 Trout Lily Dr	Ooltewah TN 37363
David Grob		8414 Trout Lily Dr.	Ooltewah TN 37363
Melissa Demaria		7517 Tranquillity Dr.	Ooltewah, TN 37363
Abigale Demaria		7517 Tranquillity Dr.	Ooltewah, TN 37363
Monica Brown		7812 Tranquillity Dr.	Ooltewah TN 37363
Vinson Brown		7812 Tranquillity Dr.	Ooltewah TN 37363
Kelli Maddox		5198 FoxGlove Dr.	Ooltewah TN 37363
Kurt Maddox		8148 FoxGlove Dr.	Ooltewah TN 37363
Edith Knox		5203 Village Gardens	Ooltewah TN 37363
Sheila Selridge		Snow Hill Rd	Ooltewah TN 37363
Todd Long		SAVANNAH Hills DR	Ooltewah TN 37363
Freida Almond		8611 Rancho Dr	Ooltewah TN 37363
George Almond		8611 Rancho Dr	Ooltewah TN 37363
Cindy Sirota		7126 Tenderfoot Trail	Ooltewah TN 37363
Ben Sirota		7126 Tenderfoot Tr	Ooltewah TN 37363
Robert J Herick		7510 CATCHFLY DR	Ooltewah TN 37363
Karen Herick		7510 CATCHFLY DR	Ooltewah TN 37363
Nola Lawson		7945 Tranquillity Pr.	TN 37363
Lowell Lawson		7945 Tranquillity Pr	Ooltewah TN 37363

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Sydney Williams	<i>Sydney Williams</i>	723A Kayla Beth Ct.	No Rezoning
Veneta Basel	<i>Veneta Basel</i>	7859 Tranquility Dr	No Rezoning
JOHNA PHILLIPS	<i>Johna Phillips</i>	7394 Lazy Brook Ct	No Rezoning
Hazel Landreth	<i>Hazel Landreth</i>	7394 Lazy Brook Ct	No Rezoning
James Phillips	<i>James Phillips</i>	7394 Lazy Brook Ct	No Rezoning
Aaron Pas	<i>Aaron Pas</i>	8046 Streamside Dr.	Dont Rezone, it's residential
Jim McMillan	<i>Jim McMillan</i>	7295 Lazy Brook Court	No No No Rezoning
Cheri Taylor	<i>Cheri Taylor</i>	7215 Meredith Ct	NO NO REZONING
Kurt Miyashiro	<i>Kurt Miyashiro</i>	8462 Streamside dr.	no rezoning
Kay McIlwaine	<i>Kay McIlwaine</i>	5429 Stearnside dr	NO REZONING
JERRY LAWREN	<i>Jerry Lawhorn</i>	7517 McAnetta Ln	NO REZONING
MARY LAWREN	<i>Mary Lawhorn</i>	7517 McAnetta	NO REZONING
Hazel Mamm	<i>Hazel Mamm</i>	7233 Kayla Beth	no rezoning
LeBron Mamm	<i>LeBron Mamm</i>	7233 Kayla Beth Ct.	NO REZONING
Greg Beasley	<i>Greg Beasley</i>	7115 Meredith Court	No Rezoning
Larry Snyder	<i>Larry Snyder</i>	8511 PROSPER DR	NO REZONING
PAULA HANER	<i>Paula Haner</i>	8366 TROUT LILY DR	No Rezoning
Suzanne Riggs	<i>Suzanne Riggs</i>	7118 Goldenrod Court	No Rezon
Joshua Heffinger	<i>Joshua Heffinger</i>	9115 Integra Preserve Ct	NO REZONING
Marsha Wood	<i>Marsha Wood</i>	6150 Island Point	NO rezoning
GREYSON PENDERGRASS	<i>Greyson A Pendergrass</i>	7131 MEREDITH CT	NO REZONING
Tiffany Cooke	<i>Tiffany A Cooke</i>	8728 Oltawah Georgetown Rd	No Rezoning
Sedey Layne	<i>Sedey Layne</i>	Grey Reed Rd	
FRED LAYNE	<i>Fred Layne</i>	Grey Reed Rd	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
STEVE RISKER	<i>Steve Risker</i>	4401 Hickwood Dr	CHATT 37415
TOM DAMATTE	<i>Tom DeMatte</i>	8930 Potomac Dr	CHATT. 37421
John VANNUCCI	<i>John Vannucci</i>	3909 Timber Trace	OR
MARYANN DUVALL	<i>Maryann Duvall</i>	2497 Allegheny Dr	
Elaine Williams	<i>Elaine Williams</i>	2516 Oak Shadows Dr.	37421
Ron Englot	<i>Ron Englot</i>	6221 Ooltewah George Tr	
Sharon Vannucci	<i>Sharon Vannucci</i>	3709 Timber Trace Dr	37363
Tim Borman	<i>Tim Borman</i>	7669 Peppertree Dr	Ooltewah TN 37363
JOHN DIPRIMA	<i>John DiPrima</i>	5939 Rainbow Springs Dr	CHATT, 37416
Lynnda DiPrima	<i>Lynnda DiPrima</i>	5939 Rainbow Springs Dr.	CHATT 37416
VINCE HOTTON	<i>Vince Hottan</i>	8909 Fox Glen Dr.	Ooltewah 37363
RON SCHLEIFER	<i>Ron Schleifer</i>	7125 Dalefield Ln	Chattanooga, TN 37421
Libby Schleifer	<i>Libby Schleifer</i>	7125 Dalefield Ln	Chattanooga, TN 37421
David Wagnuspeck	<i>David Wagnuspeck</i>	8103 BURBANKY	CHATTANOOGA TN 37421
Frank Gammarello	<i>Frank Gammarello</i>	7820 Clara Course Dr.	Ooltewah, TN 37
Kaitley Ingles	<i>Kaitley Ingles</i>	7377 Pfizer Dr	Ooltewah TN 37
Thomas Lenger	<i>Thomas Lenger</i>	7314 Blazing Star Ct.	Ooltewah, TN 37363
Jennifer Lenger	<i>Jennifer Lenger</i>	7314 Blazing Star Ct.	Ooltewah, TN 37363
Donna Snuggs	<i>Donna Snuggs</i>	9854 Leslie Sandidge Drive,	Ooltewah, TN 37363
Jim Snuggs	<i>Jim Snuggs</i>	9854 Leslie Sandidge Dr.	Ooltewah TN 3736
MARY McDERMOTT	<i>Mary McDermott</i>	8500 Blueberry Lane	OOLTETAH TN 3736
MARY EHRENBERGER	<i>Mary Ehrenberger</i>	7316 LANMACK DR,	OOLTETAH, TN 37363
Jane Kramer	<i>Jane Kramer</i>	7600 Nestled Creek Way	
Clifford A. Crownover	<i>Clifford A. Crownover</i>	8207 Gatehouse Crossing	CHATT, TN 3746
Patricia R. Crownover	<i>Patricia R. Crownover</i>	"	"

2025-0060 Hamilton County
April 14, 2025

RESOLUTION

WHEREAS, Brad Brackett c/o Ragan Smith petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the rezoning from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for property located at 7015 Mountain View Road.

An unplatted tract of land located at 7015 Mountain View Road being the property described in Deed Book 10541, Page 680, ROHC. Tax Map Number 123-010.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on April 14, 2025,

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

AND WHEREAS, there was opposition present to the petition, as well as, emails in opposition received by RPA staff,

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

AND WHEREAS, the Planning Commission has determined that the proposed request is not compatible with the Wolftever Creek Land Use Plan, adjacent residential land uses and development form of the area.

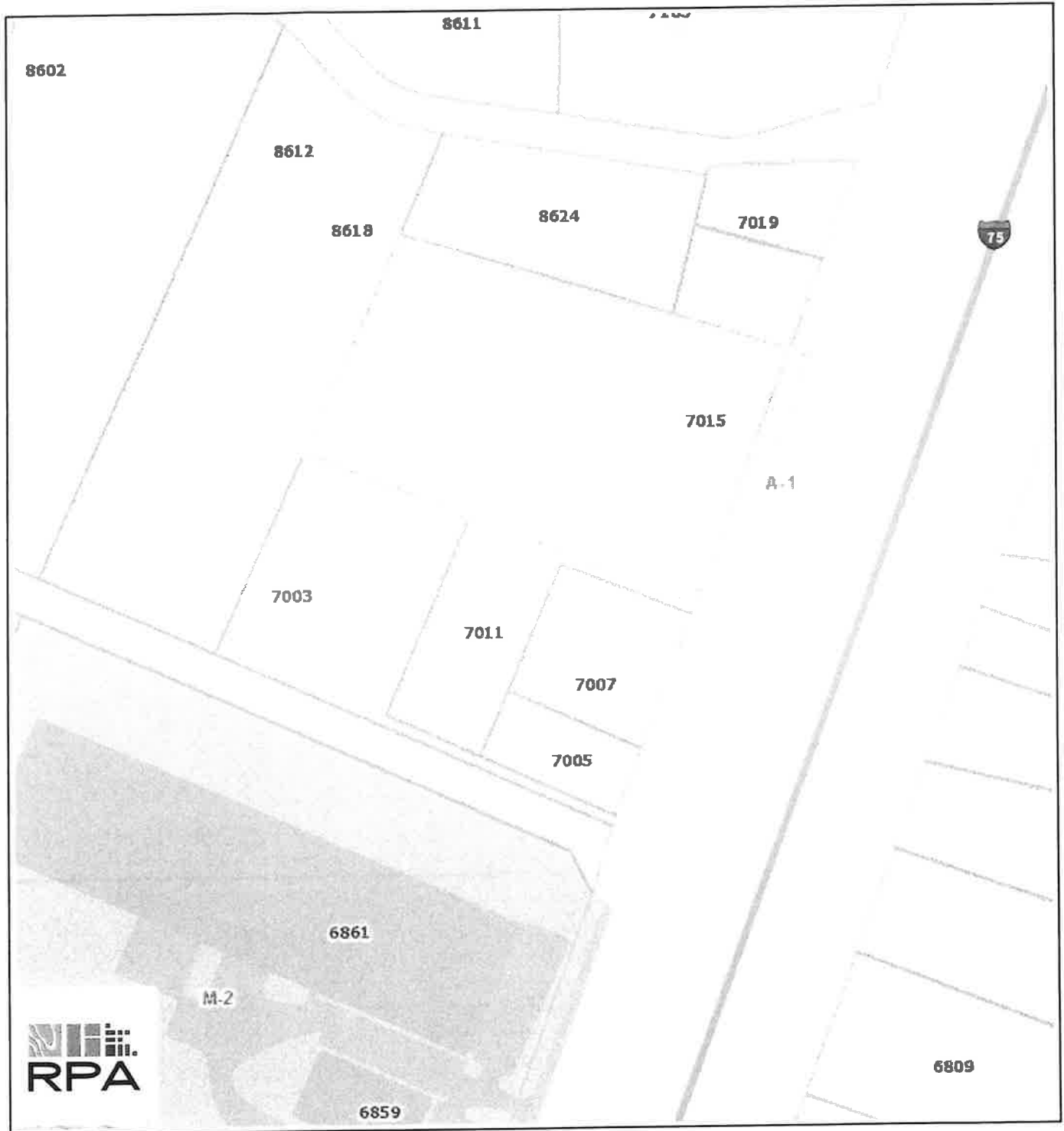
NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on April 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be denied.

Respectfully submitted,



Dan Reuter
Executive Director

2025-0060 Rezoning from A-1 to M-2



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0060: Deny.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025-0060	PC MEETING DATE: April 14, 2025	APPLICANT: Brad Brackett, Ragan Smith
PROPERTY OWNER(S): John Payne	PROPERTY ADDRESS: 7015 Mountain View Road	TAX MAP PARCEL ID: 123 010.01
SIZE OF REQUEST AREA: 5.06 acres	JURISDICTION: Hamilton County	REQUEST: Rezone from A-1 to M-2

REASON FOR REQUEST/PROJECT DESCRIPTION: Rezone from A-1 to M-2 for an office and warehouse.

LAND USE, DENSITY & PLAN RECOMMENDATION

EXISTING LAND USE Single-Unit Detached Residential	ADJACENT LAND USES <u>North:</u> Single-Unit Detached Residential <u>East:</u> I-75 & Mountain View Road <u>West:</u> Single-Unit Detached Residential <u>South:</u> Single-Unit Detached Residential, Vacant Land & Industrial south of Proffitt Lane	NEIGHBORHOOD CONTEXT Suburban and Rural Residential
TRANSPORTATION/ACCESSIBILITY Mountain View Road is an Urban Minor Arterial. There is no CARTA transit service in Hamilton County.	NATURAL RESOURCES N/A	LAND USE PLAN RECOMMENDATION Wolftever Creek Area Plan: Low Intensity Residential

ZONING

PRESENT ZONING A-1 Agricultural District	ADJACENT ZONING <u>North:</u> A-1 Agricultural District <u>East:</u> A-1 Agricultural District <u>South:</u> A-1 Agricultural District & M-2 Wholesale and Light Industry - South of Proffitt Lane <u>West:</u> A-1 Agricultural District	EXTENSION OF ZONE No
--	--	--------------------------------

- ZONING HISTORY**
- There is no recent zoning history for the site.
 - Case 2003-0076 located on Transport Ln and Production Ln (south of the site) were annexed into the City of Chattanooga and zoned M-2 (Ordinance #11430).
 - Case 2015-0098 located at 6849 Mountain View Rd (south of the site) was rezoned from M-2 to R-3 with a condition of an assisted living facility only (Resolution #1015-30B).
 - Case 2022-0102 located at 8620 Proffitt Lane (west of the site) was rezoned from A-1 to R-1 with a condition of single-family detached residential not to exceed 83 lots (Resolution #622-34B).

OTHER DEPARTMENT COMMENTS

No other department provided comments for this case.

STAFF REVIEW

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT LAND USES	The site is surrounded by residential land uses. There are warehouse and other non-residential uses approximately 415' south of the site (south of Proffitt Lane).
COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT ZONING	The site is surrounded by A-1 zoning. There is no M-2 zoned property abutting the site. There is M-2 zoned property approximately 415' south of the site (south of Proffitt Lane).
THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY	The development form surrounding the site, north of Proffitt Lane abutting Mountain View Rd is rural and suburban residential with large tracts of land with single-unit detached dwellings and residential subdivision (Meadow Stream Subdivision).

	The development form south of Proffitt Lane transitions to a warehousing/light industrial node with large buildings and paved parking lots.
THE CONSISTENCY OF THE PROPOSED AMENDMENT WITH ADOPTED LAND USE/AREA PLAN POLICIES	<p>The Wolftever Creek Area Plan identifies this parcel as Low Intensity Residential, which recommends Single-Family residential development with threshold of 3.0 units per acre.</p> <p>The Plan states: “Although conventional R-1 zoning with a PUD may allow up to 5.0 units per acre, this density is not appropriate for the Transitional Growth sector. A threshold of 3.0 units per acre has found general acceptance from local residents as well as from the Hamilton County Commission. In this sector the following is recommended:</p> <ul style="list-style-type: none">• Single-family detached housing is recommended for this class.• Townhouses and other attached housing types are acceptable within a Planned Unit Development (PUD) as long as the PUD consists primarily of single-family detached housing with an overall density of 3.0 units per acre or less.• Densities in excess of 3.0 units per acre should only be considered if the development will preserve substantial areas of usable open space. Townhouses are not appropriate unless included as a part of PUDs as outlined above.• Developers of this type of use are strongly encouraged to retain a natural vegetative buffer separating the perimeter of the site from adjacent, exterior roadways.

STAFF RECOMMENDATION

The request is not compatible with the Wolftever Creek Land Use Plan, adjacent residential land uses, and residential development form.

The Plan recommends industrial uses south of Proffitt Lane transition to residential uses north of Proffitt Lane. The right-of-way between Mountain View Drive south of Proffitt Lane is cleared and properties have visibility to and from I-75. The right-of-way between Mountain View Drive north of Proffitt Lane has a treeline and reduced visibility to and from I-75 which would seem to support the viability of maintaining residential uses at this location.

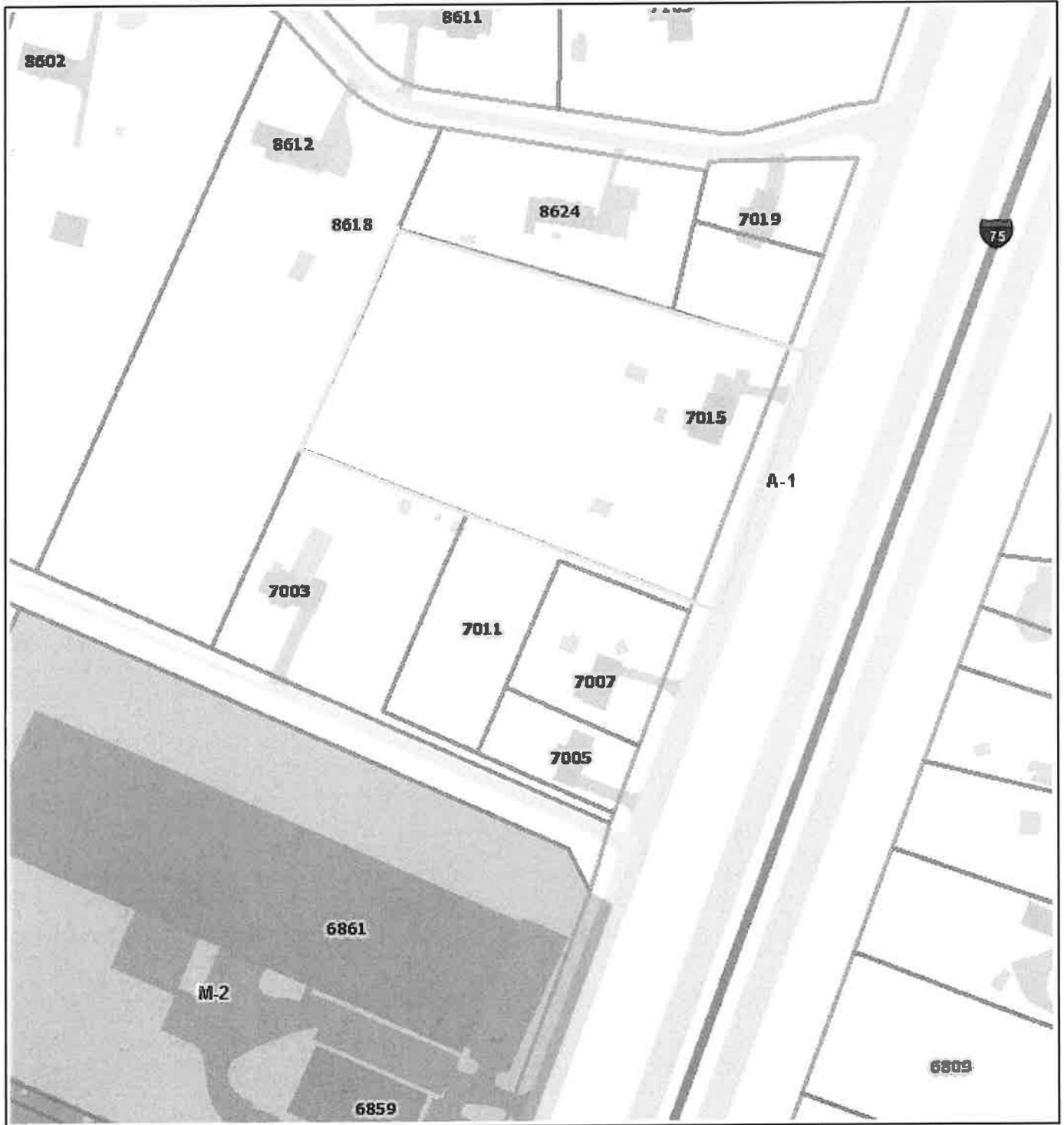
The current A-1 Zone would allow the development of 10 single-family detached residences. The request is not an extension of an existing (or other nonresidential) zone. This request introduces a dissimilar zone and use midblock without support from the plan for this property’s land use transition.

The M-2 District permits automobile service stations, used car lots, automobile wrecker services, hospitals, and other non-residential uses that could provide nuisances to adjacent residential property. While conditions can mitigate some of the impacts from the proposed office/warehouse use, introducing this dissimilar use on a two-acre site will have impacts on the abutting residential properties.

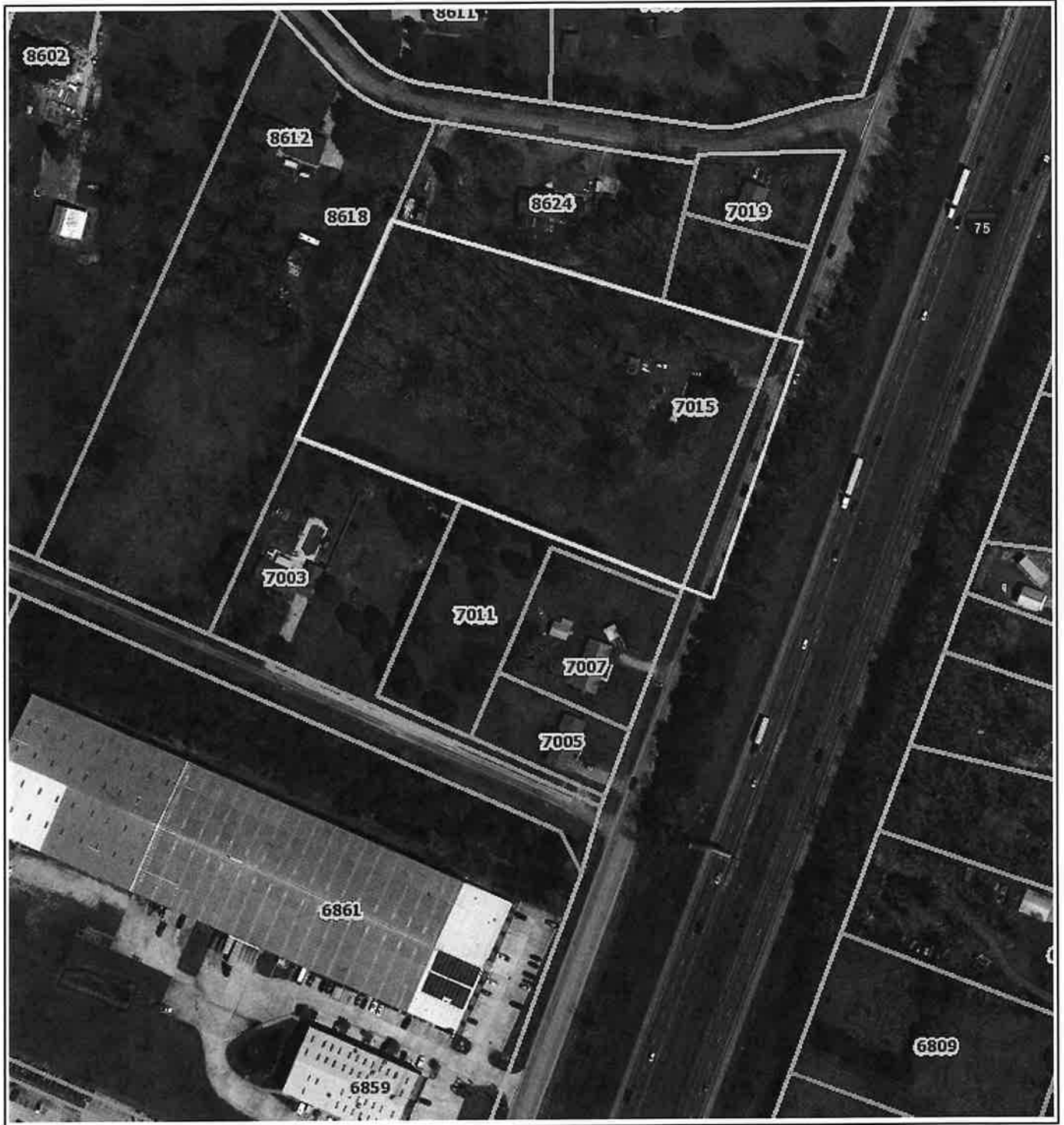
Approving M-2 at this location, north of Proffit Lane, will set a precedent for future requests and would allow for the expansion of industrial zoning and uses along Mountain View Road.

Staff recommends denial.

2025-0060 Rezoning from A-1 to M-2



2025-0060 Rezoning from A-1 to M-2



Rezoning Narrative

Property Location: 7015 Mountain View Rd, Chattanooga, TN

Parcel ID: 123_010.01

Area: 5.06 Acres

Current Zoning: A-1

Proposed Zoning: M-2 (Wholesale and Light Industry District)

Proposed Use: Flex Office/Warehouse

Introduction

This rezoning request seeks to change the zoning designation of the subject property from A-1 (Agricultural District) to M-2 (Wholesale and Light Industry District) to allow for the development of Flex Office/Warehouse. The site is located along Mountain View Road, which is a frontage-style road parallel to I-75. Frontage roads are typically characterized by higher-intensity development. The requested rezoning aligns with the ongoing development trends in the area and anticipates future planned developments.

Rezoning

While the property is currently within a predominantly low-density residential area, there is a clear pattern of increasing warehouse and light industrial developments to the south. Additionally, the area around the roundabout to the north is expected to undergo higher-density, mixed-use development. Given these trends, the proposed use for Flex Office/Warehouse is in line with the evolving land use patterns in this corridor.

Possible Conditions

We acknowledge that the proposed use differs from the adjacent low-density residential developments. To mitigate potential concerns and provide assurances to surrounding residents, our client is open to possible conditions related to site design, building height and restriction of uses.

Traffic and Existing Infrastructure

We feel the proposed use works well with existing infrastructure by placing potentially lower demands on sewer capacity than a proposed residential development. All existing utilities are in proximity to the Mountain View Rd. right-of-way. There are no anticipated impacts to existing roads as the proposed point of ingress/egress is located at a logical point along Mountain View Rd. Traffic impacts are expected to be potentially lower for this proposed use as compared to a proposed residential or higher intensity commercial development.

Conclusion

This rezoning request seeks to balance the need for responsible development while considering the interests of the surrounding community. By limiting certain permitted uses and incorporating thoughtful site design measures, we believe this project will integrate well with the evolving development patterns on Mountain View Road.



RaganSmith
a Pace-Dawson company

SITE DATA:
 PARCEL ID: 123_010.01
 ADDRESS: 7015 MOUNTAIN VIEW RD.
 AREA: 5.06 AC.
 CURRENT ZONING: A-1
 PROPOSED ZONING: M-2
 PROPOSED FLEX OFFICE-WAREHOUSE BUILDINGS: 60,800 S.F.
 PARKING: 38 SPACES
 HANDICAPPED PARKING: 5 SPACES
 STORMWATER AREA: 0.31 AC.

PARCEL ID: 114_034
 ADDRESS: 7105 MOUNTAIN VIEW RD.
 AREA: 3.02 AC.
 CURRENT ZONING: A-1
 PROPOSED ZONING: M-2
 PROPOSED RV STORAGE UNITS: 40,500 S.F.
 STORMWATER AREA: 0.16 AC.



MOUNTAIN VIEW RD.

FOR
PROJECT_CLIENT

COLLEMAN, TN

Scale	1"=50'
Date	03/12/2025
Approved By	XXX
Revised	

Drawing Title
CONCEPT PLAN

Drawing No.
01

Project No.
PRJ #

DISCLAIMER
 Site plans submitted as part of rezoning application are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the rezoning does not approve the development layout indicated on the site plan for a required land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations.
 Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.

This drawing is a conceptual plan that has not been formally planned and/or approved by the local planning commission. This conceptual plan will require approval by all applicable zoning districts and the local government. No representation or warranty is made regarding the shown, published, unpublished, and/or legally or any of the information contained in this plan.
 Computer output is based on GIS data available from the local government. No 2025 data available from the local government. No 2025 data available from the local government.

DATE PLOTTED: 03/12/2025 10:00:00 AM. PLOTTER: HP DesignJet T1100. PLOT SCALE: 1"=50'. PLOT SHEET: 01 OF 01.



Hamilton County Board of Commissioners RESOLUTION

No. 525-38

(P.C. NO. 2025-0061)

**A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO
M-2 WHOLESALE AND LIGHT INDUSTRIAL DISTRICT FOR PROPERTY
LOCATED AT 7105 MOUNTAIN VIEW ROAD**

WHEREAS, Brad Brackett c/o Ragan Smith petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for property located at 7105 Mountain View Road and said Planning Commission after hearing recommended that this petition be denied; and

WHEREAS, Brad Brackett c/o Ragan Smith requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on May 14, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for property located at 7105 Mountain View Road. Lot 1, Mary N Arden Subdivision, Plat Book 41, Page 321, ROHC, Deed Book 9603, Page 31, ROHC. Tax Map Number 114-034 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



CASE NUMBER: 2025-0061		Date Submitted: 02/17/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezone From: A-1	Rezone To: M-2	Total acres in request area: 3.02	
2 Applicant Requested Conditions		Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
Our client is open to possible conditions related to site design, building height & restriction of uses			
4 Property Information			
Property Address: 7105 Mountain View Rd		Property Tax Map Number: 114-034	
5 Proposed Development			
Reason for request/Project description:	40 Storage Units		
6 Site Characteristics			
Current Use:	Residential		
Adjacent Uses:	Residential		
7 Applicant Information			
Name: Brad Brackett with Ragan Smith			
Address (street, city, state, zip): 35 Station Street, Chattanooga, TN 37408			
Phone: 904-874-2844		Email: bbrackett@ragansmith.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: John Payne			
Address (street, city, state, zip): 1131 Stringers Ridge Rd, Chattanooga, TN 37405			
Phone: 423-413-6134		Email: jhp4results@gmail.com	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds
<input checked="" type="checkbox"/>	Application Fee: \$635	<input type="checkbox"/>	Cash
<input checked="" type="checkbox"/>	Notice signs	<input checked="" type="checkbox"/>	Credit
			Check
		Number of notice signs: 1	
Municipality: Hamilton County		Planning District: 10	
County Commission District: 10		Neighborhood: None	
City Council District: 0		Application processed by: Jennifer Ware	
PC meeting date: April 14, 2025			
Staff Recommendation :	PC Action/Date:	Legislative Action/Date/Ordinance:	

Neighborhood Petition in Opposition to Rezoning Requests 2025-0060 and 0061

Request: Rezone from A-1 to M-2

Property Owner: John Payne

Property Address: 7015 and 7105 Mountain View Road

PC Meeting Date: April 14, 2025

These signatures were collected
in person, by neighbors from neighbors,
to convey our adamant opposition
to the above zoning requests.

Approving this request would devalue homes and destroy the integrity of our A-1, low density, residential neighborhood. It would negatively impact thousands of daily commuters along Mountain View Road and create major environmental, traffic, security, privacy, noise, light and aesthetic issues.

Denying these requests would align with:

- The Wolftever Plan, approved in 2007
- The Area Plan submitted to the RPA in 2024 by Ragan Smith
- The current draft of Plan Hamilton
- The RPA guiding principles

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Sandra Gardenhire	Sandra Gardenhire	7115 Mountain View Rd	
JAMES GARDENHIRE	JAMES GARDENHIRE	7115 Mtn. View Rd	
LYNDA COFER	LYNDA COFER	7131 Mtn View Rd.	
FREIDA BUTCHER	FREIDA BUTCHER	8611 Rancho Dr. Collierville, TN 37363	
CHRISTOPHER RICE	CHRISTOPHER M. RICE	8605 Rancho Dr.	
WILL COUNCIL	WILL COUNCIL	8500 Rancho Dr	
KENN STROOP	KENN STROOP	7109 Mtn. View Rd Collierville, TN	
ANN VANNUY	ANN VANNUY	8500 RANCHO DR 37363	
INA VATE	INA VATE	8612 Rancho Tr 37363	
JULIE DODSON	JULIE DODSON	8624 Rancho DR. 37363	
KAREN EAVES	KAREN EAVES	7003 Mountain View Rd	
TERRY EAVES	TERRY EAVES	7003 Mountain View Rd	
MARY STROOP	MARY STROOP	7109 Mountain View Rd	
HANK HOLMES	HANK HOLMES	8525 Rancho Dr.	
GAIL ROBINSON	GAIL ROBINSON	8509 Rancho Drive	
PHILLIP ROBINSON	PHILLIP ROBINSON	8509 Rancho Drive	
LANA HOLMES	LANA HOLMES	8525 RANCHO DRIVE	
GARY ROSEN	GARY ROSEN	8624 RANCHO DRIVE	
CAROL LASTEY	CAROL LASTEY	8520 RANCHO DR	
HAROLD LASTEY	HAROLD LASTEY	8520 RANCHO DR Colli. TN.	
RACHEL CUNNINGHAM	RACHEL CUNNINGHAM	8624 Rancho Dr. 37363	
KAY FORTNER	KAY FORTNER	8522 Rancho Dr 37363	
SHERRY	SHERRY	8522 Rancho Dr 37363	
LINDSAY DICKET	LINDSAY DICKET	8602 Rancho Dr. 37363	
JON DICKET	JON DICKET	8602 Rancho Dr. 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Lynn Milles	<i>Lynn Miller</i>	5019 Mountain View Rd Ooltewah 37363	
Carole Mack	<i>Carole Mack</i>	1999 Balkan Village	
Margaret Jones	<i>Margaret Jones</i>	8474 Gracie Mac Lane Ooltewah	
Sonny Byrd	<i>Sonny Byrd</i>	7809 Bacon member Georgetown	
Fatti Massey	<i>Fatti Massey</i>	8883 Jen Rue Ln Ooltewah	
Terry Massey	<i>Terry Massey</i>	8883 Jen Rue Ln Ooltewah	
Randy Burch	<i>Randy Burch</i>	7419 Chad Rd, Harrison	
BRENDA BURCH	<i>Brenda Burch</i>	7419 CHAD RD HARRISON	
Andrew Loken	<i>Andrew Loken</i>	8845 Grey Reed Dr. Ooltewah	
Dwight Loken	<i>Dwight Loken</i>	2895 Grey Reed Dr. Ooltewah	
David Gardenhire	<i>David Gardenhire</i>	6365 Hendon Road 37338	
Julie Gardenhire	<i>Julie Gardenhire</i>	6365 Hendon Rd 37338	
Cott Gardenhire	<i>Cott Gardenhire</i>	6365 Hendon Rd 37338	
Ed Schreyer	<i>Ed Schreyer</i>	7019 Mountain View Rd 37363	
Dennis Smith	<i>Dennis Smith</i>	8614 Ooltewah Georgetown Rd 37363	
John Markham	<i>John Markham</i>	9210 Knolling Loop Ooltewah	
Alex Rasphouth	<i>Alex Rasphouth</i>	9162 Knolling Loop Ooltewah	
Sarah Lloyd	<i>Sarah Lloyd</i>	9134 Knolling Loop, Ooltewah	
Michael Clavin	<i>Michael Clavin</i>	8724 Knolling Loop Ooltewah	
Caroline Pereira	<i>Caroline Pereira</i>	7422 Cash Lane Ooltewah, 37363	
Jason Blanton	<i>Jason Blanton</i>	8576 Stack Rock Lane, Ooltewah, TN 37363	
Cynthia Blanton	<i>Cynthia Blanton</i>	8576 Stack Rock Ln Ooltewah, TN 37363	
Darrell Whitfield	<i>Darrell Whitfield</i>	8544 Stack Rock Ln Ooltewah, TN 37363	
Amanda L. Whitfield	<i>Amanda Whitfield</i>	8544 Stack Rock Ln Ooltewah TN 37363	
William Mullin	<i>William Mullin</i>	8694 Rosade Dr Ooltewah TN 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Mike Gardenhire		1608 Green Pond Rd	Soddy Daisy
Kim Gardenhire		1608 Green Pond Rd	Soddy-Daisy
Mike Roberts		9008 Knolling Loop	
RJ JONES		8809 Knolling Loop	
Al Sanchez		9773 Knolling Loop	
Jeff Beard		8745 Knolling Loop	
Scott Brunkley		8758 Knolling Loop	
Bill Ennis		8794 Knolling Loop	
HOWARD JACKSON		8518 Knolling Loop	
Marcia Smith		7205 McCaleb Rd	
RANDALL BISHOP		9113 KNOWLING LOOP, OOLTOWAH, TN	
Lieth Bishop		9113 Knolling Loop	Ooltawah TN
Alicia Asen		7396 dividing way	Ooltawah TN
ELISSA RH		7408 DIVIDING way	OOLTOWAH
Laura Lewis		7420 Dividing Way,	Ooltawah
Walter Ward		8785 Knolling Loop	Ooltawah
Mike Mang		7432 Dividing Way	Ooltawah, TN
Sherri Crane		7409 Dividing Way	Ooltawah TN
Lisa Jackson		7371 Dividing way	Ooltawah, TN
Brian Keldgaard		7359 Dividing way	Ooltawah, TN
Nancy Wall		7317 Dividing way	Ooltawah TN
Jered Wilcox		9002 Knolling Loop	Ooltawah TN
Rick VanDeBogert		9044 Knolling Loop	Ooltawah, TN
Tonya + Nahum Taubert		9070 Knolling Loop	Ooltawah, TN
Susan Middagh		9104 Knolling Loop	Ooltawah, TN

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Dean Middagh	<i>Dean Middagh</i>	9104 Knolling Loop Ooltewah, TN 37363	
Naavarath Rasgana	<i>Naavarath Rasgana</i>	9162 Knolling Loop Ooltewah TN 37363	
Agmtahny Ram	<i>Agmtahny Ram</i>	9162 Knolling Loop Ooltewah TN 37363	
David Khabursky	<i>David Khabursky</i>	7347 Dividing way, Ooltewah TN 37363	
Svetlana Khabursky	<i>Svetlana Khabursky</i>	7347 Dividing way Ooltewah TN 37363	
Bonnie Riggs	<i>Bonnie Riggs</i>	7205 McDade Rd Ooltewah TN 37363	
John W. Yates	<i>John W. Yates</i>	7102 Meredith Ct. Ooltewah TN 37363	
Roseann Yates	<i>Roseann Yates</i>	7102 Meredith Ct. Ooltewah, TN 37363	
PAT BAKKEN	<i>Pat Bakken</i>	7501 Dambke Rd Georgetown TN 37336	
Tom Haley	<i>Tom Haley</i>	8924 Grey Mtn. Dr. Ooltewah, TN 37343	
Beth Longshore	<i>Beth Longshore</i>	6966 Sawtooth Dr. Ooltewah, TN 37363	
HERMAN E CASEY	<i>Herman E Casey</i>	8714 GREEN GAP RD OOLTWEAH TN 37363	
KAYE WALKER	<i>Kaye Walker</i>	6216 Melton Dr. Chatta TN 37416	
Jeanne Stanley	<i>Jeanne Stanley</i>	1906 Sedgefield Dr. Ooltewah TN 37363	
TERESA PHILLIPS	<i>Teresa Phillips</i>	1896 Sedgefield Dr. Ooltewah TN 37363	
BARBARA BURNS	<i>Barbara Burns</i>	5523 NICKERY ST COLLECIAN, TN 37363	
DAVID ANDERSON	<i>David Anderson</i>	6236 WHITE TAIL OLTWEAH, TN 37363	
Amy Longshore	<i>Amy Longshore</i>	7268 Kaye Beth Ct. Ooltewah TN 37363	
Susie Davidson	<i>Susie Davidson</i>	8561 Syntex Ln O " 37363	
Kelly Davidson	<i>Kelly Davidson</i>	8561 Syntex Ln Ooltewah TN 37363	
Ken Vaughan	<i>Ken Vaughan</i>	7134 Tenderfoot Tr. Ooltewah TN 37363	
Lee Wooler	<i>Lee Wooler</i>	8438 TROVILLYN DR COLTEWAH, TN 37363	
Sandy Wooler	<i>Sandy Wooler</i>	8438 TROVILLYN DR Ooltewah, TN 37363	
Paul Blount	<i>Paul Blount</i>	5489 Sherry Ln. Ooltewah 37363	
WAYNE WALKER	<i>Wayne Walker</i>	8337 Bell Mill Rd COLTEWAH 37363	
Christie Walker	<i>Christie Walker</i>	8337 Bell Mill Rd Ooltewah 37363	
FAYE GANN	<i>Faye Gann</i>	6454 Hideaway Rd Ooltewah 37363	
LEE MILLER	<i>Lee Miller</i>	5019 BRANSTON RD Ooltewah 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Elizabeth Miyashiro	<i>Elizabeth Miyashiro</i>	8462 Streamside Drive Ooltewah, TN. 37363	
Ron McILVERNE	<i>Ron McIlverne</i>	8479 Streamside Dr Ooltewah, TN 37363	
JERRY HEAR	<i>Jerry Hear</i>	7451 TRANSMISSION DRIVE	
ERIC McJANNET	<i>Eric McJanney</i>	7737 Littleton Rd Ooltewah 720 Yarrow Ln Ooltewah TN	
Kayla Balmeyer	<i>Kayla Balmeyer</i>	7318 Kayla Beth Ct Ooltewah TN 37363	
Matthew Balmeyer	<i>Matthew Balmeyer</i>	7318 Kayla Beth Ct Ooltewah TN 37363	
Carolyn Dawn	<i>Carolyn Dawn</i>	7103 Streamside Dr Ooltewah TN 37363	
Clinton Dawn	<i>Clinton Dawn</i>		
E. Ely Johnson	<i>E. Ely Johnson</i>	8246 Trout Lily Dr Ooltewah TN	
Greg Johnson	<i>Greg Johnson</i>	8246 Trout Lily Dr Ooltewah TN	
Satjan Patel	<i>Satjan Patel</i>	7499 Blazing Star Ct Ooltewah TN	
Kalina Patel	<i>Kalina Patel</i>	7499 Blazing Star Ct Ooltewah TN	
Cassie Entwain	<i>Cassie Entwain</i>	8438 Trout Lily Dr Ooltewah TN	
Marie Claire Graves	<i>Marie Claire Graves</i>	8443 Trout Lily Dr Ooltewah TN	
Adam C Gatzman	<i>Adam C Gatzman</i>	8426 Trout Lily Dr Ooltewah TN	
Sandy Holweaver	<i>Sandy Holweaver</i>	8443 Trout Lily Dr Ooltewah TN	
Kathy Swartout	<i>Kathy Swartout</i>	8438 Trout Lily Dr Ooltewah TN	
DEANNE SWARTOUT	<i>Deanne Swartout</i>	8431 Trout Lily Dr Ooltewah TN	
Joseph Cihlar	<i>Joseph Cihlar</i>	8131 Trout Lily Dr Ooltewah TN	
Douglas Jensen	<i>Douglas Jensen</i>	8402 Trout Lily Dr Ooltewah TN	
Ivan Dial	<i>Ivan Dial</i>	7594 Fireweed Ct Ooltewah TN	
Rachel Dial	<i>Rachel Dial</i>	8390 Trout Lily Dr Ooltewah TN	
Linda Chandler	<i>Linda Chandler</i>	8390 Trout Lily Dr Ooltewah TN	
		6721 Trout Lily Dr Ooltewah TN	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Landon Little	<i>Landon Little</i>	8575 Stack Rock Ln	
Daniel Little	<i>Daniel Little</i>	8575 Stack Rock Ln	
Jean Scarborough	<i>Jean Scarborough</i>	8678 Rosada Dr.	
Ruth Adams	<i>Ruth Adams</i>	8654 Rosada Dr.	
RICHARD TATE	<i>Richard Tate</i>	8650 Rosada Dr.	
Loumy Heinz	<i>Bonny Neis</i>	8615 Rosada Dr.	
PATRICK B. ALLISON	<i>Patrick B. Allison</i>	8687 ROSADA DR.	
Linda Masty		7520 Lacie Jay Lane	
Lindsay Pierce	<i>Lindsay Pierce</i>	7577 Lacie Jay Lane	
Jara Yelliot	<i>Jara Yelliot</i>	7576 Lacie Jay Ln	
CIERRA SOMERVILLE	<i>Cierra Somerville</i>	7598 Lacie Jay Lane	
Kyle Dennis	<i>Kyle Dennis</i>	7598 Lacie Jay Lane	
JAMES PIERCE	<i>James Pierce</i>	7577 LACIE JAY LANE	
JAMES CRONE	<i>James Crone</i>	7563 LACIE JAY LANE	
SUZANNE ROGERS	<i>Suzanne Rogers</i>	7591 Lacie Jay Lane	
Jennifer Lawhorn	<i>Jennifer Lawhorn</i>	7131 Meredith Court	
Stephanie Scoggins	<i>Stephanie Scoggins</i>	1060 S Oree St	
KEPPI BLS SIMON	<i>Keppi BLS Simon</i>	8412 Refuge Ln	
Michael Simon	<i>Michael Simon</i>	8412 Refuge Ln	
JACOB BIEMAN	<i>Jacob Bieman</i>	7410 Blazing Star	
JACOB BIEMAN	<i>Jacob Bieman</i>	7410 Blazing Star	
Kathy Hamm	<i>Kathy Hamm</i>	8698 Streamside Dr	
Kathy Hamm	<i>Kathy Hamm</i>	8698 Streamside Dr	
Steven Steelfor	<i>Steven Steelfor</i>	8698 Streamside Dr	
Sarah Blackmon	<i>Sarah Blackmon</i>	7788 Trout Lily Dr	Stop building!

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Ryan Williams	<i>[Signature]</i>	7234 Kipl. Beth Ct 37363	No Rezoning!
Sean Asel	<i>[Signature]</i>	7859 Tranquility Dr 37363	No Rezoning!
Marleyn Pierce	<i>[Signature]</i>	8888 Streamside Dr	No rezoning
William J. Pene, JR.	<i>[Signature]</i>	8888 Streamside Dr.	No rezoning
Mary McMillan	<i>[Signature]</i>	7295 Lowy Brook Ct 37363	No rezoning
Beverly Smith	<i>[Signature]</i>	8937 Streamside Dr 37363	No Rezoning
DAVID BRENNER	<i>[Signature]</i>	8560 Streamside Dr 37363	No Rezoning
Heather Haner	<i>[Signature]</i>	8229 Robertsview Dr. 37363	No Rezoning!
Erik Ehinger	<i>[Signature]</i>	8282 Trout Lily Dr 37363	No rezoning
Wend. Ehinger	<i>[Signature]</i>	8252 Trout Lily Dr. 37363	No rezoning
RICHARD EKROD	<i>[Signature]</i>	1411 Wading Brook Ct	NO REZONING
FREIDA & GEORGE ALMOND	<i>[Signature]</i>	8111 Patchwork Dr	No Rezoning
Denita Dinkins	<i>[Signature]</i>	7131 Mountain Rd	No Rezoning
Doris York	<i>[Signature]</i>	7276 Goldensand Ct	No Rezoning
Beverly Jordan	<i>[Signature]</i>	7252 Kayla Beth Ct	No Rezoning
WILLIAM SHAW	<i>[Signature]</i>	7273 Lowy Brook Ct	NO REZONING
Diana Chilar	<i>[Signature]</i>	8402 Trout Lily Dr Ooltewah	NO!
Sarah McCurry	<i>[Signature]</i>	7481 Blazing Star Ct Ooltewah	NO!
Gale Matthews	<i>[Signature]</i>	7489 Tranquility Dr Ooltewah	NO!
Shawn Matthews	<i>[Signature]</i>	7489 Tranquility Dr Ooltewah	NO!
Lindsay Paige Turner	<i>[Signature]</i>	8496 Streamside Dr Ooltewah TN	NO!
PATRICK TURNER	<i>[Signature]</i>	8496 Streamside Dr, OOL 37363	NO REZONING!
EDWARD JONES	<i>[Signature]</i>	7401 Hollyhock Ln OOL 37363	No!
Suzhee Jones	<i>[Signature]</i>	" " " "	"

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Michael Blackman	[Signature]	7788 Trout Lily	
BRITT MISHAW	[Signature]	8523 Argos Berry Ln.	
Clinton Isenbauer	[Signature]	8402 Streamside Dr.	
Jennifer Isenbauer	[Signature]	8402 Streamside Dr.	
Jason A Feinauer	[Signature]	7809 Trout Lily Dr	
Meredith K Feinauer	[Signature]	7809 Trout Lily Dr	
Terese Snyder	[Signature]	8561 Streamside Drive	
RICHARD EBERLY	[Signature]	8663 STREAMSIDE DR	
Stacy Daniels	[Signature]	8628 Streamside Dr	
GREG DANIELS	[Signature]	8628 STREAMSIDE DR	
Cathy Stone	[Signature]	1103 Meredith Ct	
JAMES Stone	[Signature]	1103 Meredith Ct	
Keddie Taylor	[Signature]	7215 Meredith CT	
Dianna Berens	[Signature]	7204 Goldenrod Ct	
Robert A. Reed	[Signature]	7326 Blazing Star Ct.	
Wendy H. Reed	[Signature]	7326 Blazing Star Ct.	
Margie Cook	[Signature]	8502 Cherrybark LN	
Paul Cook	[Signature]	8502 Cherrybark LN	
Sierra Riggs	[Signature]	7118 Goldenrod Ct	
Yeping Ying	[Signature]	8720 Allien Dam Ct.	
Edward Goethl	[Signature]	7924 McDaniel St	
Sandra Goethl	[Signature]	7924 McDaniel St	
cauren Lamb	[Signature]	7201 Kayla Beth Ct	
Craig Lamb	[Signature]	7201 Kayla Beth Ct.	
Melanie	[Signature]	7302 BLAZING STAR CT	
MIKE TALLMAN	[Signature]	7302 BLAZING STAR CT	
MELANIE TALLMAN	[Signature]	7302 BLAZING STAR CT	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Greg Presbury		7561 FIREWEED CT COLTEWAH 37363	
By Nancy		7575 Fireweed Ct Ooltewah 37363	
Andy		7575 Fireweed Ct Ooltewah 37363	
Tommy Seymour		8307 Trout Lily Dr. Ooltewah 37363	
Cally Seymour		8307 Trout Lily Dr. Ooltewah 37363	
Chaz Miller		7494 Blazing Star Ct Ooltewah 37363	
Victor Miller		7494 Blazing Star Ct Ooltewah 37363	
Jared M Curry		7481 Blazing Star Ct Ooltewah 37363	
Jon Coppington		7470 Blazing Star Ct Ooltewah 37363	
Tammy Ha		7470 Blazing Star Ct Ooltewah 37363	
Kristin Scupin		7398 Blazing Star Ct Ooltewah 37363	
Ryan Scupin		7398 Blazing Star Ct. Ooltewah 37363	
Lisa Guyselman		7565 Catchfly Drive	
Josh Guyselman		7565 Catchfly Drive	
Jessica Uparraga	By phone	7560 Catchfly Drive	
MARK HAWER		8366 TROUT LILY DRIVE COLTEWAH, TN 37363	
GREG HELTON		8618 SNOW HILL RD Ooltewah, TN 37363	
MARION LANE		7133 GOLDENROD Ct. COLTEWAH TN	
Debby Breisch		8184 Blackrock Dr. Ooltewah TN 37363	
RAEH BREISCH		8184 Blackrock Dr. Ooltewah, TN 37363	
Miquela Hales		7237 Meredith Ct Ooltewah, TN 37363	
Keith Hales		7237 Meredith Ct. Ooltewah, TN 37363	
Brooke Helton		8618 Snow Hill rd. Ooltewah, TN, 37363	
Kim Helton		8618 Snow Hill Rd. Ooltewah, TN 37363	
Cathy Gomila		6558 SATSANDY DR. COLTEWAH TN 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>	<u>Comment</u>
Misty Hagin		7133 Goldenrod ct.	
JOFF Hagin		7133 Goldenrod CT.	
Wendi Ehinger		8282 Trout Lily Dr.	
Fred Layne		8977 Grey Road Dr	
Rebecca Layne		8977 Grey Road Dr	
Tommy MASSINGILLI		8633 Blanche Rd	No Rezoning
Angela Bayan		8633 Blanche Rd	NO rezonir
Michelle Brenner		8560 Streamside Dr.	
DEREK BROWN		7136 GOLDENROD CT.	NO REZONIN
Bryan Grillose		7351 Red Poppy Dr	No Rezoning!
Tom Moss		6185 Amber Brook Dr.	
CRIG LAWSON		6184 Fox Glade Dr Coltwah, TN 37363	
NOEL LAWSON		8184 FOX GLOVE DR COLTWAH TN 37363	NO REZONIN
Bighle marsh		7775 Tranquility Dr.	
KHONDA SCHEIDT		8502 Blanche Rd Ooltewah 37363	
MARY EVERETT		7965 Venera Dr Ooltewah TN 37364	
Made Everett		7965 Venera Dr Ooltewah TN 37364	
ebhan marenic		8233 Blackwood Dr	" " "
Gavin marenic		" " "	" " "
Alina Hadji		7301 McDaniel Ln 37363	
EVGENY HADJI		7301 Mc DANIEL LN 37363	
Chelsea McGeel		8363 Shrewsbury lane	
Deborah Shell		8651 Wading Branch 37363	
Nancy Shell		8651 Wading Branch 37363	
Naly Braun		865 Wading Branch 37363	


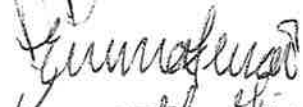
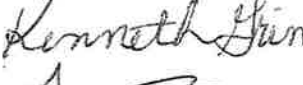








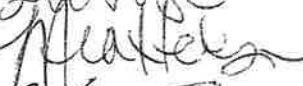



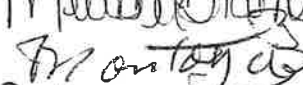









PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Melanie Watson	Melanie Watson	7317 Blazing Star Ct. Ooltewah, TN 37363	NO rezoning
Chad Watson	Chad Watson	7397 Blazing Star Ct. Ooltewah, TN 37363	NO
Todd Walker	[Signature]	3249 Ruben Dr. Cleveland, TN 37312	
Mike Krawie	[Signature]	7422 Blazing Star Ct Ooltewah TN 37363	
Marcus Myers	[Signature]	7896 Tranquility Dr. 37363	
Cristi Steed	Cristi Steed	8419 Trout Lily Dr. Ooltewah	NO
John Steed	John Steed	8419 Trout Lily Ooltewah	NO
Leah Steed	[Signature]	8419 Trout Lily Dr. Ooltewah	No
Sarah Martin	[Signature]	8325 chipwood ct. Ooltewah	no
WEE THOPPIL	[Signature]	8550 KELSEY CHEL CT	NO
ASHA THOPPIL	Asha Thoppil	8550 KELSEY CHEL CT	NO
Stephanie Baumgartner	[Signature]	7865 Trout Lily Dr	NO
Angele Kadosi	[Signature]	8270 Trout Lily Dr	NO
Matt Kadosi	[Signature]	8270 Trout Lily Dr.	NO
JOSEPH NASH	[Signature]	7999 Tranquility Dr. NO.	
Scott Puley	[Signature]	7999 Tranquility Dr, Ooltewah TN 37363	NO
Roxanno Spragan	[Signature]	7973 Tranquility Dr Ooltewah TN 37363	No
William Spragan	[Signature]	7973 Tranquility Dr. Ooltewah TN 37363	NO
Lisa Needham	[Signature]	8064 Trout Lily Dr Ooltewah TN 37363	NO
William Needham	[Signature]	8064 Trout Lily Dr Ooltewah TN 37363	No
Katie Lenzel	[Signature]	7952 Vervena Dr Ooltewah TN 37363	
ROBERT B DOBINS JR	[Signature]	8684 WADING BEACH CT OOLTWAH, TN 37363	no
Greg Underwood	[Signature]	8102 Trout Lily Dr Ooltewah TN 37363	No
Phuong Hoang	[Signature]	7604 Red poppy Dr Ooltewah TN 37363	NO
CUONG HOANG	Same		

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Vivian Vate		2612 Rowan Dr Ooltawah TN 37363	
Emma Feinauer		7809 Trout Lily Dr 37363	
Ken Gimes		7553 Tranquility Dr	
Tanya Watkins		7648 Tranquility Dr.	
TERRY BAUER		7840 TROUT LILY DR	
Karla Dupre		7949 Vervena Dr.	
Deborah Jenkins		8052 Trout Lily Dr	
Janet Jensen		7594 Fireweed Ct	
Phaedra Richmond		7316 Red Poppy Dr.	
Chariti Black		7440 Hollyhock Lane	
HAN STABER		8473 Refuge LANE	
Chris Allen		5259 Blackrock Dr.	
Buthany Lopez		7810 Trout Lily TN	
MIA Hendershott		8085 FOX GLOVE DR. Ooltawah TN	
Meghan Silva		7571 Tranquility Dr. Ooltawah	
Joe Silva		" "	
Leann Buckmire		7514 Tranquility Dr. Ooltawah	
Melissa Oratnal		7459 Red Poppy Dr. Ooltawah	
A MOSTOYA		7949	
Anneka Bass		7363 Red Poppy Dr Ooltawah	
Eva Ostburg		8361 Trout Lily Dr, Ooltawah	
Egbert Ostburg		8361 TROUT LILY DR, Ooltawah	
Had Miriam		8533 KELSEY CHELSEA Ooltawah	
Kathleen Fretwell		8533 Kelsey chelsea Ooltawah	
Mitchell Malone		7786 Tranquility Dr.	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Karen Ingles	Karen Ingles	7377 Pfizer Ooltewah TN	
MICHAEL DOYLE	[Signature]	9743 SHADOW VALLEY CR CHATTIN 37421	
CLARENCE BODNAR	Pat Bodnar	2429 QUAIL NEST CIRCLE CHAT, TN 37421	
Kraig Bodnar	Kraig Bodnar	9202 Quail Mtn Dr. CHAT, TN 37421	
RICK HIRKO	[Signature]	8436 JAY TRENT CT OOLTEWAH TN	
Dorothy Durr	Dorothy Durr	9278 White Ash Dr. Ooltewah, TN 37363	
Robert Birko	Robert Birko	433 Fuller Glen Cir, Chatt, TN 37421	
Brendan McManus	Brendan McManus	6772 Grazing Lane, Birchwood, TN 37308	
Paul McManus	Paul D McManus	8165 Double Eagle Ct Ooltewah, TN 37363	
John Schopper	[Signature]	311 Macmillan Rd NE Cleveland, TN 37323	
Laurene Hirko	Laurene Hirko	9436 Jay Trent Ct. Ooltewah, TN 37363	
Michael Durr	[Signature]	9278 White Ash Dr. Ooltewah, TN 37363	
Angie McManus	ANGIE McMANUS	8165 Double Eagle Court Ooltewah TN, 37363	
Mary Hess	[Signature]	1408 Stratman Circle Chatta 37421	
Sidney Czynski	Sidney Czynski	1864 Holder Farm PL, Ooltewah 37363	
TIMOTHY LEWENT	[Signature]	8306 FRONT GATE CIRCLE OOLTEWAH TN 37363	
JAMES WILLIAMS	[Signature]	9663 REGENCY CT OOLTENAH TN 37363	
JAMES POLIEMI	[Signature]	5609 SONQUIL LN OOLTEWAH TN 37363	
Brent Shirley	Brent Shirley	4312 Butterfly Dr. Chatta. 37406	
JUDITH SHIRLEY	Judith Shirley	4312 Butterfly Dr. Chattanooga 37406	
Myrtle Ingles	MARIE ENGLER	4231 Ooltewah Georgetown, Ooltewah 37363	
[Signature]	LAURENCE F. SCHUB	8227 Rolling Stone Ln Ooltewah TN 37363	
Marie Caliri	MARIE CALIRI	8433 Cherrybark Ln. Ooltewah TN 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Shagun Shell		2651 Wading Branch Ct	37363
James S. Garrett		7160 Tranquility Dr	37363
Lisa Garrett		7160 Tranquility Dr	37363
Debbie Webb		8045 Fox Glove Drive	37363
Joel Webb		8045 Fox Glove Dr.	37363
Christina He...Ka		8157 Sawanna Hwy	37363
Janice Miller		8379 Trout Lily Dr	37363
Carla Hickman		Hed Hollyhock Ln	37363
DAVID DAVIS		7377 Hollyhock Ln	37363
Amber McGhee		7828 Tranquility Dr	37363
Michael McGhee		7828 Tranquility Dr	37363
Floy Allen		8353 Chipwood Ct	37363
Jeanette Allg		83 Chipwood Ct	37363
Elmore Columbia		7859 Tranquility Dr	37363
Aliah Levalle		7394 Hollyhock Ln	37363
Chris Robertson		7448 Red Poppy Dr	37363
Amber Robertson		7448 Red Poppy Dr	37363
Shirley Ellis		7550 Tranquility Dr	37363
Maxwell Ladel		8106 Blackrock Dr.	37363
Bailey Ladel		8106 Blackrock Dr	37363
Rebecca Smith		8437 Refugelm	37363
Steven Smith		"	37363
Adler Smith		"	37363
Aiden Smith		"	37363
JAMES McKAMRY		7325 Blazing Star	37363
Marlene Kreidler		" same	37363
Austin DeMaria		7517 Tranquility Dr.	37363
Melissa DeMario		7517 Tranquility Dr.	37363

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
John Donville	[Signature]	8349 Chipwood Ct.	No More Development
Megan Webb	[Signature]	7933 Vervena Dr.	
Kayla Hickman	[Signature]	8198 Blackrock Dr.	
Candice Maloney	[Signature]	Maloney 7786 Tranquility Dr.	
PAUL CADASINCHUK	[Signature]	84380 Refugee Ln. Colterwah T.A	
Anthony Cooke	[Signature]	7472 Red Poppy Dr Colterwah	
Steven Cooke	[Signature]	7472 Red Poppy Dr Colterwah	
Josh Soren	[Signature]	8264 Blackrock Dr.	
Tim Barabrey	[Signature]	8229 Fox Glue Dr Colterwah TN 37363	
Alma Terpe	[Signature]	793 Tranquility dr Colterwah TN 37363	
Susan Burns	[Signature]	7589 Emerald Ct Colterwah TN 37363	
Lee Ennis	[Signature]	591 [unclear]	
Lyette Margraves	[Signature]	8572 Kelsey Chol Ct Colterwah, TN 37363	
Gaule Lea	[Signature]	8689 St Neanside Dr Colterwah TN 37363	
Donald Swoopes Jr	[Signature]	8063 Trout Lily Dr Colterwah, TN 37363	
Lesia Swoopes	[Signature]	8063 Trout Lily Dr Colterwah, TN 37363	
Kathryn Calise	[Signature]	8349 Chipwood Ct. Colterwah TN 37363	
Brenda Adams	[Signature]	5203 Village Garden Ln. Colterwah TN 37363	
Andrea Nation	[Signature]	8174 Savannah Hills Dr 37363	
Daphn Nation	[Signature]	8174 Savannah Hills Dr. 37363	
Lynnda Cofee	[Signature]	7131 Mtn. View Rd. Colterwah 37363	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2



The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Darlene Phillips	<i>[Signature]</i>	7648 Tranquility Dr.	
Aaron Watkins	<i>[Signature]</i>	7949 Verveena Dr.	
MICHAEL DUPRE	<i>[Signature]</i>	383 CH. SWOODS CT.	
Roy Allen	<i>[Signature]</i>	James R. Jenkins 9052 Trout Lily Dr.	
<i>[Signature]</i>	<i>[Signature]</i>	Damon Howard 8085 Fox Gave Dr.	
Sue Sampson	<i>[Signature]</i>	8133 Trout Lily Dr.	
Anne Marie Dickson	<i>[Signature]</i>	8473 Refuge Ln. Ooltewah, TN	
John Burris	<i>[Signature]</i>	4984 Silver Maple	37363
Wendell F. Pate	<i>[Signature]</i>	8456 Refuge Ln. Ooltewah	37363
IUVONNE MONTAÑA	<i>[Signature]</i>	Monte Vista 7949	
ANN SHERMAN	<i>[Signature]</i>	4592 Refuge Ln	37363
DAN DAN	<i>[Signature]</i>		
NEA ALLEN	<i>[Signature]</i>	8259 Blackrock	
Kenny Hickman	<i>[Signature]</i>	8198 Blackrock Dr	37363
Megan Walker	<i>[Signature]</i>	8330 Tranquility Drive	
Angel Silva	<i>[Signature]</i>	1853 daylong Pl	
<i>[Signature]</i>	<i>[Signature]</i>	5226 Tipacaroo Ct.	
Donna Burks	<i>[Signature]</i>	7840 Tranquility Dr Ooltewah, TN	
Melvin Burks	<i>[Signature]</i>	7840 Tranquility Dr Ooltewah, TN	
M. Val Lane	<i>[Signature]</i>	7469 Blazing Star Ct Ooltewah TN	
Cynthia Lane	<i>[Signature]</i>	7469 Blazing Star Ct Ooltewah TN	
Jessica Baker	<i>[Signature]</i>	7840 Tranquility Dr. Ooltewah, TN	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Steve Perkins		8516 Blanche Kel Oaktown TN 37363	
DANIEL STEIN		7525 McDaniel Ln Ooltowah, TN 37363	
Cynthia Miller		8414 Trout Lily Dr 37363	
David Grob		8414 Trout Lily Dr. Ooltowah TN 37363	
Melissa Demaria		7517 Tranquility Dr. Ooltowah, TN 37363	
Abigale Pelloria		7517 Tranquility Dr. Ooltowah, TN 37363	
Monica Brown		7812 Tranquility Dr. Ooltowah 37363	
Vinson Brown		7812 Tranquility Dr. Ooltowah 37363	
Kelli Maddox		5198 Fox Glove Dr. Ooltowah 37363	
Ken Maddox		8148 Fox Glove Dr. Ooltowah 4 37363	
Edith Knox		5203 Village Gardens Ooltowah TN 37363	
Sheila Selvide		Snow Hill Rd Ooltowah TN 37363	
Todd Wong		SAVANNAH Hills DR Oolt. TN 37363	
Freida Almond		8611 Ranch Dr Oolt. TN 37363	
George Almond		8611 Ranch Dr Oolt. TN 37363	
Cindy Sirota		7126 Tenderfoot Trail Ooltowah 37363	
Ben Sirota		7126 Tenderfoot Tr. Ooltowah 37363	
Robert J Herick		7510 CATCHFLY DR OOLTOWAH 37363	
Naren Herick		7510 CATCHFLY DR. Ooltowah	
Nela Lawson		7945 Tranquility Dr. TN 37363	
Lowell Lawson		7945 Tranquility Dr Ooltowah	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
Sydney Williams	<i>Sydney Williams</i>	723A Kayla Beth Ct.	No Rezoning
Venita Basel	<i>Venita Basel</i>	7859 Tranquility Dr	No Rezoning
JOHNA PHILLIPS	<i>Johna Phillips</i>	7394 Lazy Brook Ct	No Rezoning
Hazel Landreth	<i>Hazel Landreth</i>	7394 Lazy Brook Ct	No Rezoning
James Phillips	<i>James Phillips</i>	7394 Lazy Brook Ct	No Rezoning
Aaron Pas	<i>Aaron Pas</i>	8046 Streamside Dr.	Dont Rezone, its residential
Jim McMillan	<i>Jim McMillan</i>	7245 Lazy Brook Court	No No No Rezoning
Cheri Taylor	<i>Cheri Taylor</i>	7215 Meredith Ct	NO NO REZONING
Kurt Miyashiro	<i>Kurt Miyashiro</i>	8462 Streamside dr.	no rezoning
Kay McTigue	<i>Kay McTigue</i>	5429 Stearnside dr	NO REZONING
JERRY LAWREN	<i>Jerry Lawhorn</i>	7517 McAnella Ln	NO REZONING
MARY LAWREN	<i>Mary Lawhorn</i>	7517 McAnella	NO REZONING
Hazel Manna	<i>Hazel Manna</i>	7233 Kayla Beth	no rezoning
LeBron Manna	<i>LeBron Manna</i>	7233 Kayla Beth Ct.	NO REZONING
Greg Beasley	<i>Greg Beasley</i>	7115 Meredith Court	No Rezoning
Larry Snyder	<i>Larry Snyder</i>	8411 Streamside Dr	NO REZONING
PAULA HANER	<i>Paula Haner</i>	8366 TROUT LILY DR	No Rezoning
Suzanne Riggs	<i>Suzanne Riggs</i>	7118 Goldenrod Court	No Rezon
Joshua Heffinger	<i>Joshua Heffinger</i>	9115 Integrity Preserv Ct	NO REZONING
Marsha Wood	<i>Marsha Wood</i>	6150 Island Point	NO REZONING
GREYSON PENDERGRASS	<i>Greyson A Pendergrass</i>	7131 MEREDITH CT	NO REZONING
Tiffany Cooke	<i>Tiffany A Cooke</i>	8728 Coltrane Georgetown Rd	No Rezoning
Sedey Layne	<i>Sedey Layne</i>	Grey Reed Rd	
FRED LAYNE	<i>Fred Layne</i>	Grey Reed Rd	

PETITION AGAINST THE REZONING OF 7105 AND 7015 MOUNTAIN VIEW ROAD FROM A-1 TO M-2

The concerned citizens and neighbors of 7105 Mountain View Road and 7015 Mountain View Road are asking that the Chattanooga-Hamilton County Regional Planning Agency vote no to the rezoning of the aforementioned properties and keep the zoning as A-1. We, the undersigned, are concerned citizens who urge our leaders to act now and vote no on the M-2 rezoning and any future commercial or manufacturing zoning requests.

Printed Name	Signature	Address	Comment
STEVE ROKER	<i>Steve Roker</i>	4401 Hickwood Dr	Chatt 37415
TOM DEMATTE	<i>Tom DeMatte</i>	8930 Potomac Dr	Chatt. 37424
John Vannucci	<i>John Vannucci</i>	3909 Timber Trace	
MARYANN DUVALL	<i>Maryann Duvall</i>	2497 Allegheny Dr	
Elaine Williams	<i>Elaine Williams</i>	2516 Oak Shadows Dr.	37421
Ron Engle	<i>Ron Engle</i>	6221 Ooltewah George Tr	
Sharon Vannucci	<i>Sharon Vannucci</i>	3709 Timber Trace Dr	37363
TIM BOWMAN	<i>Tim Bowman</i>	7669 Peppertree Dr	Ooltewah TN 37363
JOHN DIPRIMA	<i>John DiPrima</i>	5939 Rainbow Springs Dr	Ooltewah TN 37416
Lynnda DiPrima	<i>Lynnda DiPrima</i>	5939 Rainbow Springs Dr.	Chatt 37416
VINCE HORTON	<i>Vince Horton</i>	8909 Fox Glen Dr.	Ooltewah TN 37363
RON SCHLEIFER	<i>Ron Schleifer</i>	7125 Dalefield Ln	Chattanooga, TN 37421
Libby Schleifer	<i>Libby Schleifer</i>	7125 Dalefield Ln	Chattanooga TN 37421
Daniel Wagnerspeck	<i>Dan Wagnerspeck</i>	8103 BURBANK CIRCLE	Chattanooga TN 37421
Frank Gammarrillo	<i>Frank Gammarrillo</i>	7820 Clara Chase Dr.	Ooltewah, TN 37
Kailey Ingles	<i>Kailey Ingles</i>	7377 Rfizer Dr	Ooltewah TN 37363
Thomas Lenger	<i>Thomas Lenger</i>	7314 Blazing Star Ct.	Ooltewah, TN 37363
Jennifer Lenger	<i>Jennifer Lenger</i>	7314 Blazing Star Ct.	Ooltewah, TN 37363
Donna Snuggs	<i>Donna Snuggs</i>	9854 Leslie Sandidge Drive,	Ooltewah, TN 37363
Jim Snuggs	<i>Jim Snuggs</i>	9854 Leslie Sandidge Dr.	Ooltewah TN 37363
MARY McDERMOTT	<i>Mary McDermott</i>	8500 Blueberry Lane	OOLTETAH TN 37363
MARY EHRENBERGER	<i>Mary Ehrenberger</i>	7316 LANMACK DR,	OOLTETAH, TN 37363
Jane Stroner	<i>Jane Stroner</i>	7600 Meadow Creek Way	
Clifford A. Crownover	<i>Clifford A. Crownover</i>	8207 Gatehouse Crossing	Chatt, TN 37416
Patricia R. Crownover	<i>PATRICIA R CROWNOWER</i>	"	"

2025-0061 Hamilton County
April 14, 2025

RESOLUTION

WHEREAS, Brad Brackett c/o Ragan Smith petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the rezoning from A-1 Agricultural District to M-2 Wholesale and Light Industrial District for property located at 7105 Mountain View Road.

Lot 1, Mary N Arden Subdivision, Plat Book 41, Page 321, ROHC, Deed Book 9603, Page 31, ROHC. Tax Map Number 114-034 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on April 14, 2025,

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

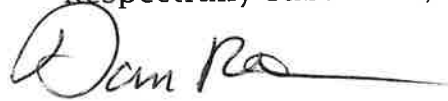
AND WHEREAS, there was opposition present to the petition, as well as, emails in opposition received by RPA staff,

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

AND WHEREAS, the Planning Commission has determined that the proposed request is not compatible with the Wolftever Creek Land Use Plan, adjacent residential land uses and development form of the area.

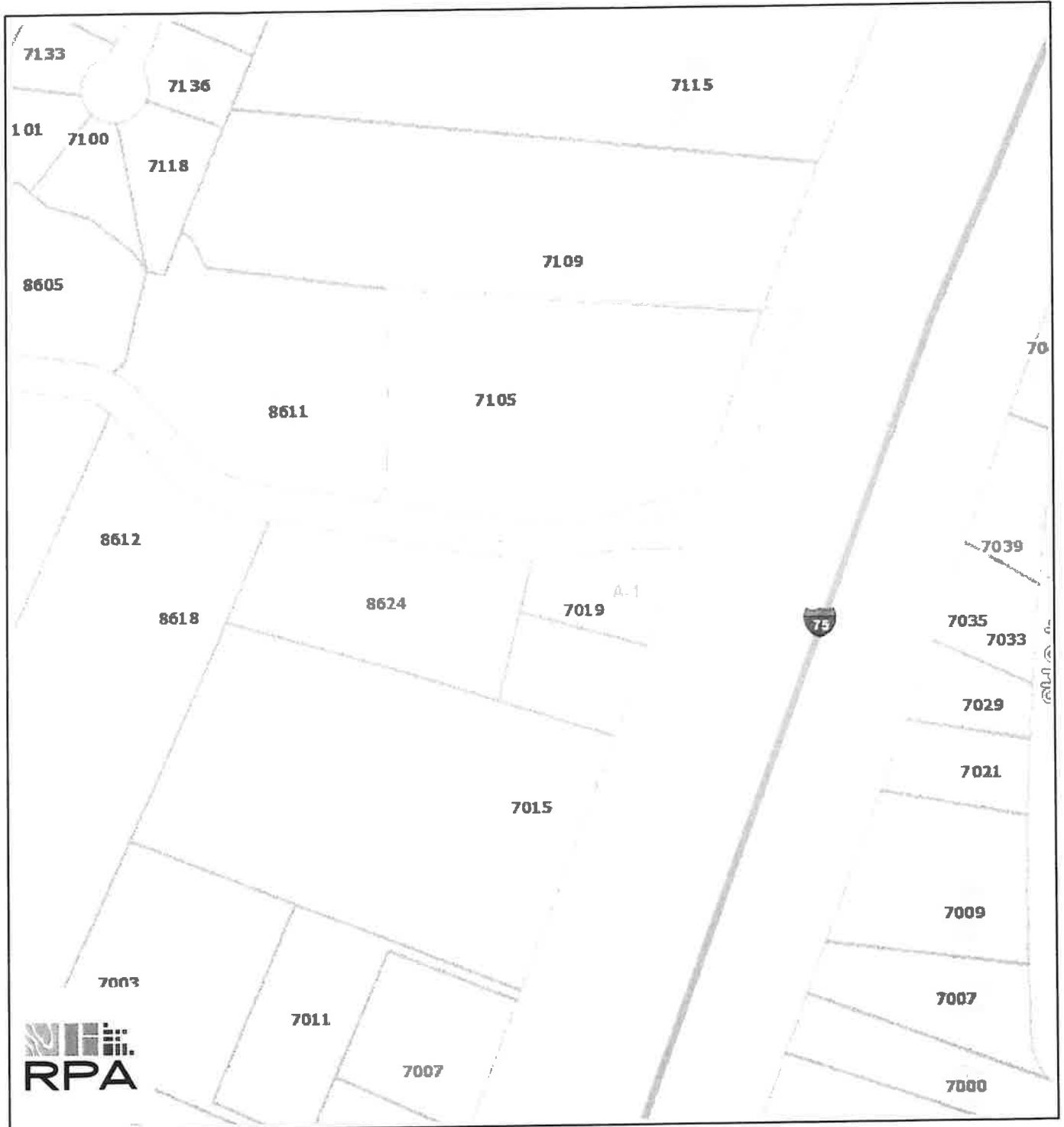
NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on April 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be denied.

Respectfully submitted,



Dan Reuter
Executive Director

2025-0061 Rezoning from A-1 to M-2



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0061: Deny.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025-0061	PC MEETING DATE: April 14, 2025	APPLICANT: Brad Brackett, Ragan Smith
PROPERTY OWNER(S): John Payne	PROPERTY ADDRESS: 7105 Mountain View Road	TAX MAP PARCEL ID: 114 034
SIZE OF REQUEST AREA: 3.02 acres	JURISDICTION: Hamilton County	REQUEST: Rezone from A-1 to M-2
REASON FOR REQUEST/PROJECT DESCRIPTION: Rezone for RV storage units.		

LAND USE, DENSITY & PLAN RECOMMENDATION

EXISTING LAND USE Single-Unit Detached Residential	ADJACENT LAND USES <u>North:</u> Single-Unit Detached Residential <u>East:</u> I-75 and Mountain View Road <u>South:</u> Single-Unit Detached Residential <u>West:</u> Single-Unit Detached Residential	NEIGHBORHOOD CONTEXT Suburban and Rural Residential
TRANSPORTATION/ACCESSIBILITY Mountain View Road is an Urban Minor Arterial. There is no CARTA transit service in Hamilton County.	NATURAL RESOURCES N/A	LAND USE PLAN RECOMMENDATION Low Intensity Residential

ZONING

PRESENT ZONING A-1 Agricultural District	ADJACENT ZONING <u>North:</u> A-1 Agricultural District <u>East:</u> A-1 Agricultural District <u>South:</u> A-1 Agricultural District <u>West:</u> A-1 Agricultural District	EXTENSION OF ZONE No
ZONING HISTORY	<ul style="list-style-type: none"> • There is no recent zoning history for the site. • Case 2003-0076 located on Transport Ln and Production Ln (south of the site) were annexed into the City of Chattanooga and zoned M-2 (Ordinance #11430). • Case 2015-0098 located at 6849 Mountain View Rd (south of the site) was rezoned from M-2 to R-3 with a condition of an assisted living facility only (Resolution #1015-30B). • Case 2022-0102 located at 8620 Proffitt Lane (west of the site) was rezoned from A-1 to R-1 with a condition of single-family detached residential not to exceed 83 lots (Resolution #622-34B). 	

OTHER DEPARTMENT COMMENTS

No other department provided comments for this case.

STAFF REVIEW

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT LAND USES	The site is surrounded by residential land uses. There are warehouse and other non-residential uses approximately 1,020' south of the site, south of Proffitt Lane
COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT ZONING	The site is surrounded by A-1 zoning. There is no M-2 zoned property abutting the site. The closest M-2 zoned property approximately 1,020' south of the site, south of Proffitt Lane.
THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY	<p>The development form surrounding the site, north of Rancho Drive off Mountain View Rd is rural and suburban residential with large tracts of land with single-unit detached dwellings and a residential subdivision to the west of the site, Meadow View Stream Subdivision.</p> <p>The development form south of Rancho Drive is residential dwellings on large lots; however, south of Proffitt Lane the land use transitions to a warehousing/industrial node with large buildings and paved parking lots.</p>

THE CONSISTENCY OF THE PROPOSED AMENDMENT WITH ADOPTED LAND USE/AREA PLAN POLICIES

The Wolftever Creek Area Plan identifies this parcel as Low Intensity Residential, which recommends Single-Family residential development with threshold of 3.0 units per acre.

The Plan states: "Although conventional R-1 zoning with a PUD may allow up to 5.0 units per acre, this density is not appropriate for the Transitional Growth sector. A threshold of 3.0 units per acre has found general acceptance from local residents as well as from the Hamilton County Commission. In this sector the following is recommended:

- Single-family detached housing is recommended for this class.
- Townhouses and other attached housing types are acceptable within a Planned Unit Development (PUD) as long as the PUD consists primarily of single-family detached housing with an overall density of 3.0 units per acre or less.
- Densities in excess of 3.0 units per acre should only be considered if the development will preserve substantial areas of usable open space. Townhouses are not appropriate unless included as a part of PUDs as outlined above.

Developers of this type of use are strongly encouraged to retain a natural vegetative buffer separating the perimeter of the site from adjacent, exterior roadways.

STAFF RECOMMENDATION

The request is not compatible with the Wolftever Creek Land Use Plan, adjacent residential land uses, and residential development form.

The Plan recommends industrial uses south of Proffitt Lane transition to residential uses north of Proffitt Lane. The right-of-way between Mountain View Drive south of Proffitt Lane is cleared and properties have visibility to and from I-75. The right-of-way between Mountain View Drive north of Proffitt Lane has a treeline and reduced visibility to and from I-75 which would seem to support the viability of maintaining residential uses at this location.

The current A-1 Zone would allow the development of six single-family detached residences. The request is not an extension of an existing (or other nonresidential) zone. This request introduces a dissimilar zone without support from the plan for this property's land use transition.

The M-2 District permits automobile service stations, used car lots, automobile wrecker services, hospitals, and other non-residential uses that could provide nuisances to adjacent residential property. While conditions can mitigate some of the impacts from RV storage, introducing this dissimilar use on a three-acre site will have impacts on the abutting residential properties.

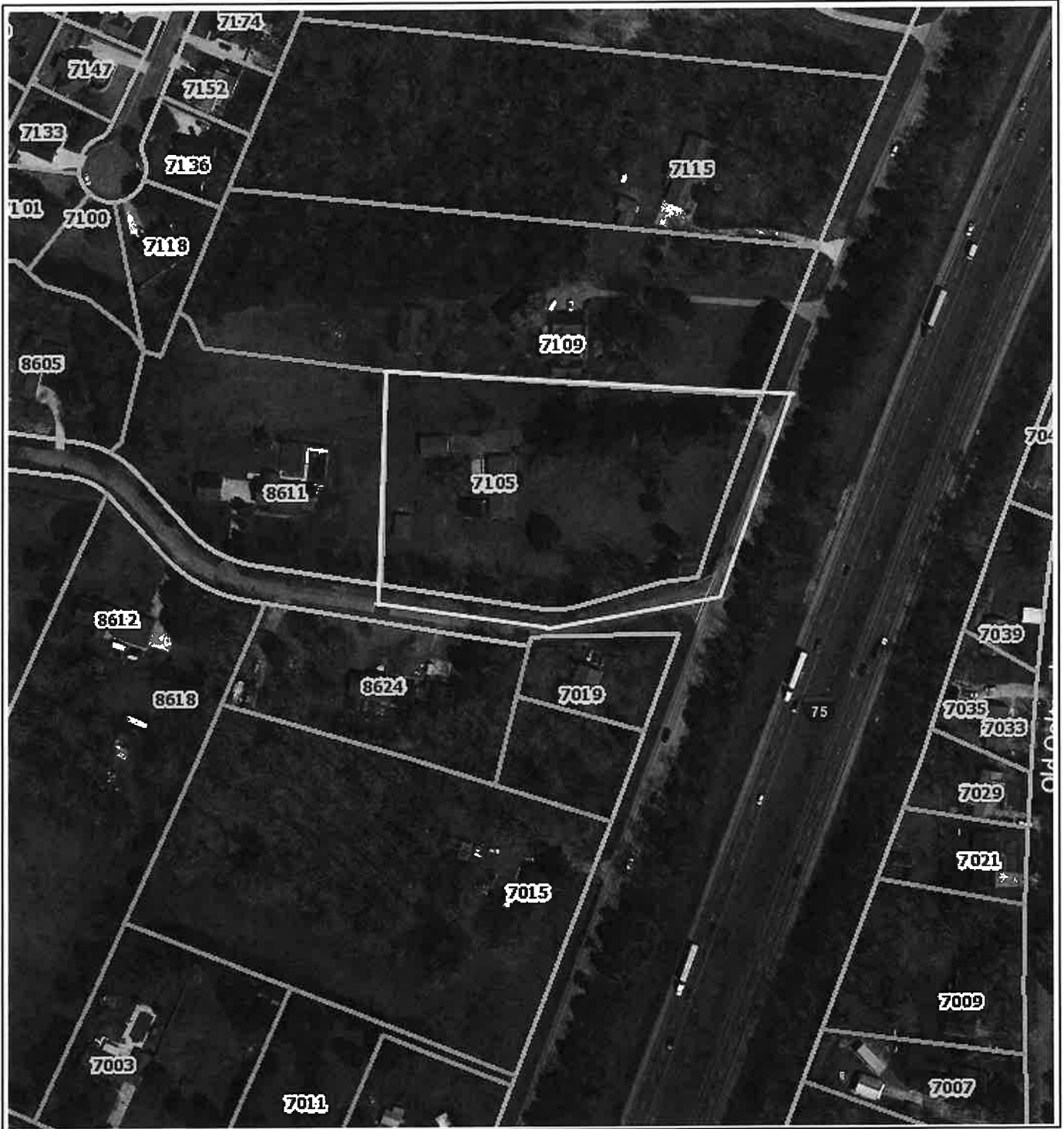
Approving M-2 at this location will set a precedent for future requests north of Rancho Drive and would allow for the expansion of industrial zoning and uses along Mountain View Road.

Staff recommends denial.

2025-0061 Rezoning from A-1 to M-2



2025-0061 Rezoning from A-1 to M-2



Rezoning Narrative

Property Location: 7105 Mountain View Rd, Chattanooga, TN

Parcel ID: 114_034

Area: 3.02 Acres

Current Zoning: A-1

Proposed Zoning: M-2 (Wholesale and Light Industry District)

Proposed Use: RV Storage Units

Introduction

This rezoning request seeks to change the zoning designation of the subject property from A-1 (Agricultural District) to M-2 (Wholesale and Light Industry District) to allow for the development of RV storage units. The site is located along Mountain View Road, which is a frontage-style road parallel to I-75. Frontage roads are typically characterized by higher-intensity development. The requested rezoning aligns with the ongoing development trends in the area and anticipates future planned developments.

Rezoning

While the property is currently within a predominantly low-density residential area, there is a clear pattern of increasing warehouse and light industrial developments to the south. Additionally, the area around the roundabout to the north is expected to undergo higher-density, mixed-use development. Given these trends, the proposed use for RV storage units is in line with the evolving land use patterns in this corridor.

Possible Conditions

We acknowledge that the proposed use differs from the adjacent low-density residential developments. To mitigate potential concerns and provide assurances to surrounding residents, our client is open to possible conditions related to site design, building height and restriction of uses.

Traffic and Existing Infrastructure

We feel the proposed use works well with existing infrastructure by placing potentially lower demands on sewer capacity than a proposed residential development. All existing utilities are in proximity to the Mountain View Rd. right-of-way. There are no anticipated impacts to existing roads as the proposed point of ingress/egress is located at an existing curb cut along Mountain View Rd. Traffic impacts are expected to be potentially lower for this proposed use as compared to a proposed residential or higher intensity commercial development.

Conclusion

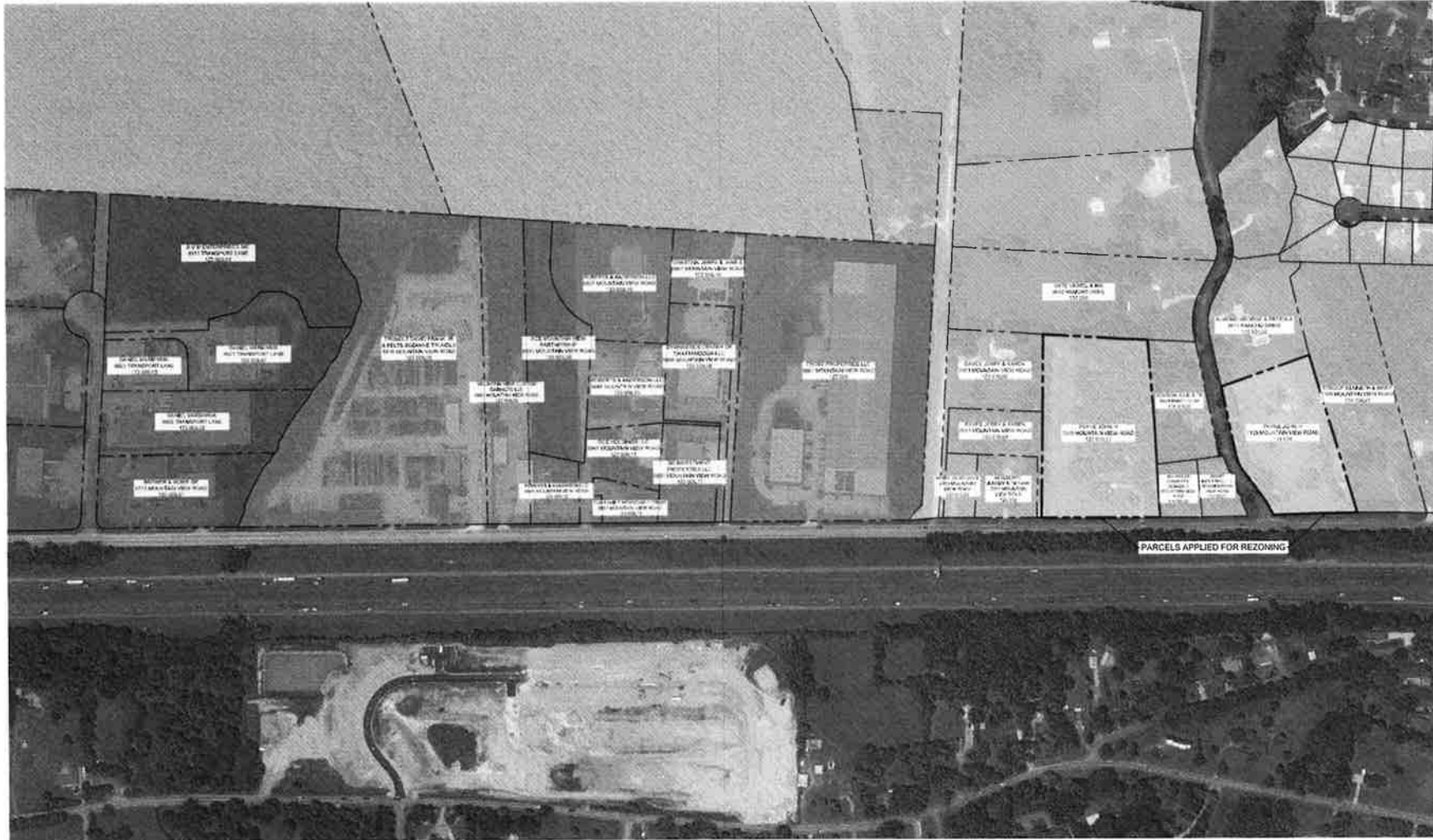
This rezoning request seeks to balance the need for responsible development while considering the interests of the surrounding community. By limiting certain permitted uses and incorporating thoughtful site design measures, we believe this project will integrate well with the evolving development patterns on Mountain View Road.



RaganSmith
a Pace-Dawson company

MOUNTAIN VIEW RD. REZONING

FOR
JOHN PAYNE
COLLETTIAN, TN



ZONING HATCH LEGEND:	
[Hatched Box]	PARCELS FOR REZONING TO M-2 ZONING TBD BY RPA
[Hatched Box]	A-1 ZONING
[Hatched Box]	M-2 ZONING
[Hatched Box]	R-1 ZONING
[Hatched Box]	R-3 ZONING

Disclaimer:
This drawing is a conceptual plan that has not been formally reviewed and/or approved by the local planning/zoning department. This conceptual plan will require approval by all authorities having jurisdiction over the project prior to its implementation and is subject to change that could include redefinition of zoning. Therefore, no representations or warranties are made regarding the fitness, suitability, consistency, and/or legality of any of the improvements reflected in this plan.
Conceptual design is based on GIS data available from Hamilton County, TN GIS
Aerial Image: Google Earth Pro
Topography: TN State LDAR

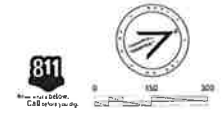
WARRANTY:
Site plans submitted as part of zoning application are for information of purposes only, with the exception of those that investment sites. Approval of the zoning district and the amount of development rights provided to the zoning district. Approval of the zoning does not approve the actual layout shown on the site plan for a residential subdivision project. Planning jurisdiction remains in compliance with the requirements of the zoning ordinance.
Subsequent rezoning, preliminary site plan and plat review, and final plat review may limit the ability to construct ultimately land uses as well as restrict or prohibit land uses in the maximum intensity and/or density of the approved zoning district.

Scale	1"=150'
Date	02/11/2025
Approved By	BDB
Revisions	

Drawing Title
EXISTING ZONING EXHIBIT

Drawing No.
02

Project No.
25-0052





Hamilton County Board of Commissioners RESOLUTION

No. 525-39A

(P.C. NO. 2025-0064)

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT & R-2A RURAL RESIDENTIAL DISTRICT TO C-3 GENERAL BUSINESS COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 929 HORNE ROAD

WHEREAS, Mark Guhne petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business Commercial District for property located at 929 Horne Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Mark Guhne requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on May 14, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business Commercial District for property located at 929 Horne Road. An unplatted tract of land located at 929 Horne Road being the property described in Deed Book 13443, Page 87, ROHC. Tax Map Number 083-157 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Zoning Change Application Form

CASE NUMBER: 2025-0064		Date Submitted: 02/17/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezone From: A-1 & R-2A		Rezone To: C-3	Total acres in request area: 1.15
2 Applicant Requested Conditions		Yes:	No: V
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
None			
4 Property Information			
Property Address: 929 Horne Rd		Property Tax Map Number: 083-157	
5 Proposed Development			
Reason for request/Project description:	Building small mini warehouse facility		
6 Site Characteristics			
Current Use:	Vacant		
Adjacent Uses:	Vacant, Residential and Commercial		
7 Applicant Information			
Name: Mark Guhne			
Address (street, city, state, zip): 1707 Chadwick Ct, Chattanooga, TN 37343			
Phone: 423-933-5785		Email: markguhne@gmail.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: Brooke Sloan			
Address (street, city, state, zip): 6208 Bayshore Dr, Harrison TN 37341			
Phone: 423-509-5891		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	Cash	<input checked="" type="checkbox"/> Credit	Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: Hamilton County		Planning District: 8	Neighborhood: None
County Commission District: 3		City Council District: 0	
PC meeting date: April 14, 2025		Application processed by: Jennifer Ware	
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

2025-0064 Hamilton County
April 14, 2025

RESOLUTION

WHEREAS, Mark Guhne petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the rezoning from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business Commercial District for property located at 929 Horne Road.

An unplatted tract of land located at 929 Horne Road being the property described in Deed Book 13443, Page 87, ROHC. Tax Map Number 083-157 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on April 14, 2025,

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

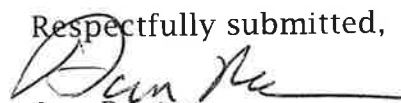
AND WHEREAS, there was no one in opposition present to the petition,

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

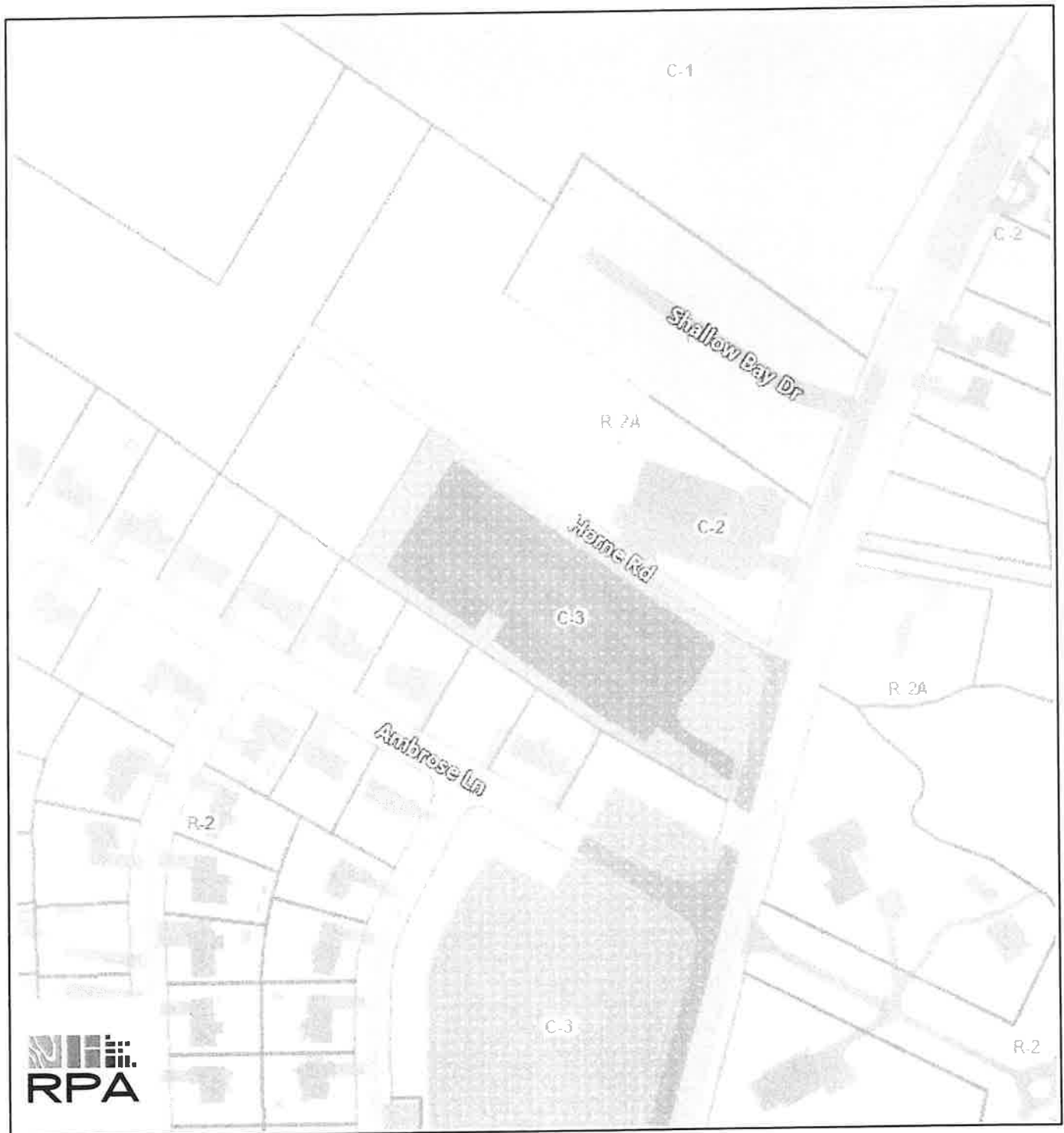
AND WHEREAS, the Planning Commission has determined that the proposed request with conditions is compatible with the Comprehensive Plan, adjacent industrial land uses and development form of the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on April 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be approved, subject to the following conditions: 1) Single-family dwellings, double-wide manufactured homes, farming, stables, churches or similar places of worship, offices, storage garages, and mini-warehousing uses only; and 2) Maximum building height of two (2) stories or thirty feet (30').

Respectfully submitted,


Dan Reuter
Executive Director

2025-0064 Rezoning from A-1 & R-2A to C-3



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0064: Approve, subject to the conditions in the Planning Commission Resolution.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025-0064	PC MEETING DATE: April 14, 2025	APPLICANT: Mark Guhne
PROPERTY OWNER(S): Brooke Sloan	PROPERTY ADDRESS: 929 Horne Road	TAX MAP PARCEL ID: 083 157
SIZE OF REQUEST AREA: 1.15 acres	JURISDICTION: Hamilton County	REQUEST: Rezone from A-1 & R-2A to C-3
REASON FOR REQUEST/PROJECT DESCRIPTION: Rezone for warehouse/storage bays for owner's personal use and to rent out to the public.		

LAND USE, DENSITY & PLAN RECOMMENDATION

EXISTING LAND USE Vacant Land	ADJACENT LAND USES <u>North:</u> Multi-Unit Residential <u>East:</u> Commercial Building <u>South:</u> Self-Storage/Mini Warehouse <u>West:</u> Single-Unit Detached Residential	NEIGHBORHOOD CONTEXT Suburban Corridor
TRANSPORTATION/ACCESSIBILITY Horne Road is a local road. There is no CARTA transit service in unincorporated Hamilton County.	NATURAL RESOURCES N/A	LAND USE PLAN RECOMMENDATION Comprehensive Plan: Level 5

ZONING

PRESENT ZONING A-1 Agricultural District	ADJACENT ZONING <u>North:</u> R-3 Multi-Family Residential District <u>East:</u> C-2 Local Business Commercial District Regulations <u>South:</u> C-3 General Business Commercial District Regulations <u>West:</u> A-1 Agricultural District	EXTENSION OF ZONE Yes
--	--	---------------------------------

- ZONING HISTORY**
- There is no recent zoning history for the site.
 - Case 2007-0062 rezoned 8311 Hixson Pike from A-1 and R-2A to C-2 with conditions (Resolution #507-25B).
 1. The road to the back of the property line to be paved to County standards; and
 2. Provide a greenbelt planting strip along the western property line as described in Section 1504, parts A and B, of the Hamilton County Zoning Regulations.
 - Case 2009-0153 rezoned 8329 Hixson Pike (north of the site) from C-2 to R-3 with a condition of lighting being directed down and away from residential areas (Resolution #1209-16B).
 - Case 2017-0136 rezoned 930 Horne Rd from A-1 and R-2A to C-3 for mini-warehouse storage units (Resolution #1117-28B0).

OTHER DEPARTMENT COMMENTS

No other department provided comments for this case.

STAFF REVIEW

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT LAND USES

The request is compatible with the adjacent commercial and warehouse uses. The C-3 district permits a wide variety of non-residential uses such as auto-oriented, hospitals, and adult-oriented establishments that could impact the adjacent single-unit dwellings to the west of the site. Staff recommends conditions limiting the uses to limit nuisances to the adjacent property.

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT ZONING

The site is adjacent to C-2 and C-3 zoned property. The request is an extension of an existing zone.

THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY

The development trend along Hixson Pike is suburban corridor with one-story residential buildings and paved parking lots. The trend transitions to agricultural and suburban residential west of the site along Horne Rd. The C-3 district has a maximum building height of 3 stories which is taller than the buildings along Horne Rd. Staff recommends a condition limiting the building height to ensure compatibility.

THE CONSISTENCY OF THE PROPOSED AMENDMENT WITH ADOPTED LAND USE/AREA PLAN POLICIES

The Development Policy from the Comprehensive Plan 2030 update (adopted by Planning Commission in 2016) identifies this site as being in intensity level 5. Level 5 describes the development potential appropriate for high-intensity development based on the highest access to infrastructure. Developing low-intensity developments under-utilize existing infrastructure and create gaps in connectivity.

STAFF RECOMMENDATION

The request with conditions is compatible with the Comprehensive Plan, adjacent land uses, and development form. Staff recommends conditions limiting the uses and maximum building height to ensure compatibility with adjacent properties.

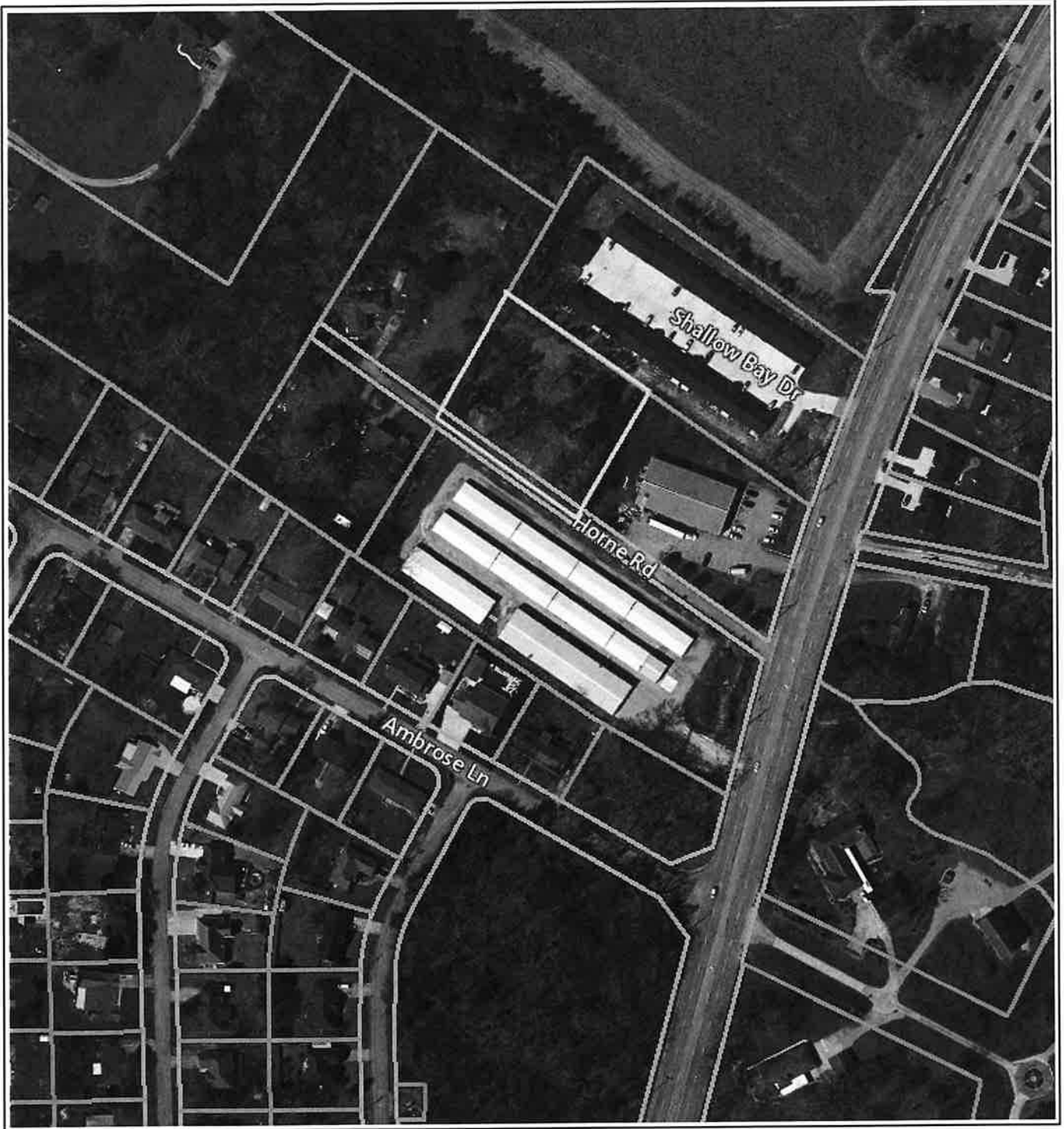
Staff recommends approval with conditions:

- 1. Single-family dwellings, double-wide manufactured homes, farming, stables, churches or similar places of worship, offices, storage garages, and mini-warehousing uses only; and**
- 2. Maximum building height of two (2) stories or thirty feet (30').**

2025-0064 Rezoning from A-1 & R-2A to C-3



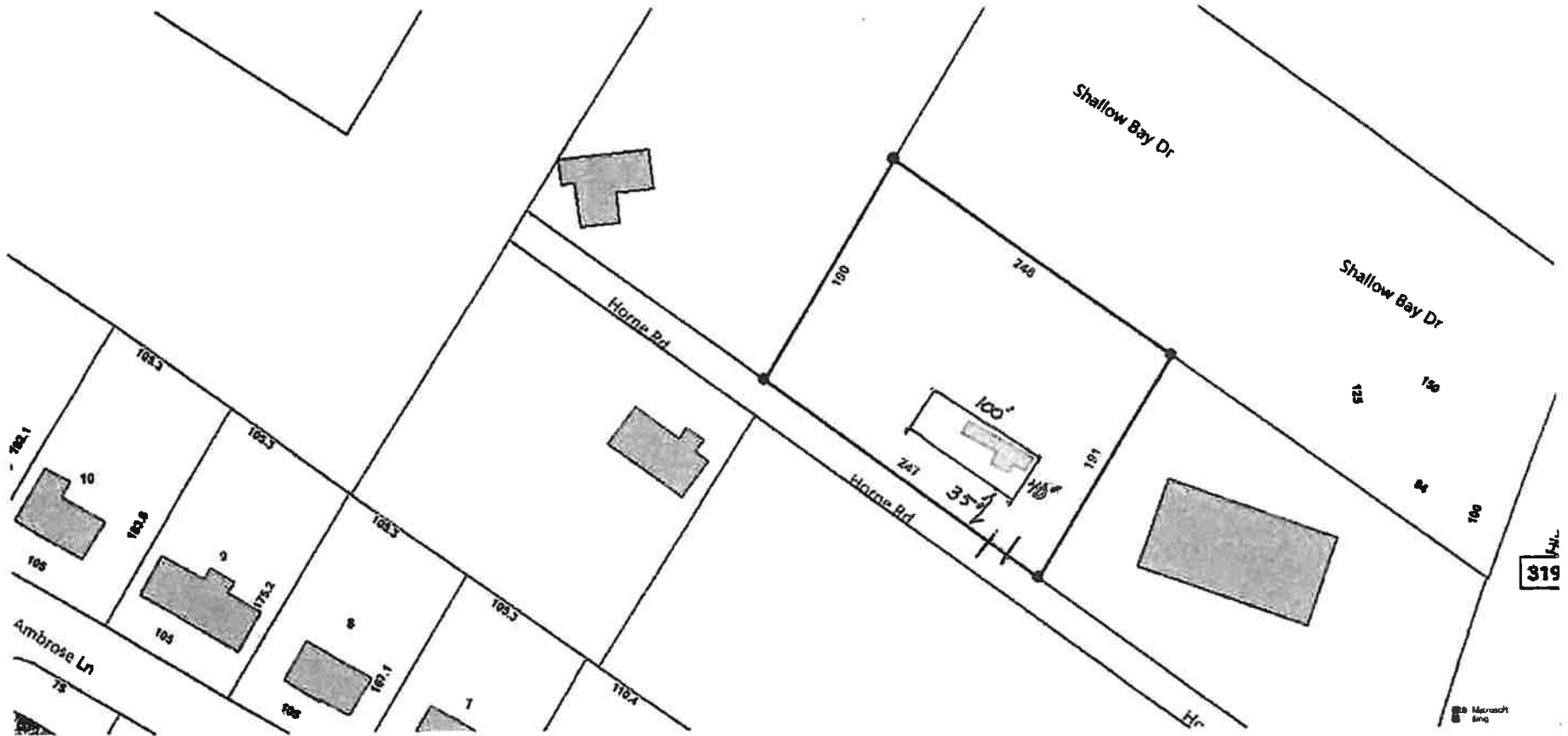
2025-0064 Rezoning from A-1 & R-2A to C-3



929 Horne Rd Narrative

Rezone A-1 to C-3 for a building with 6 storage bays approximately 15' x 40' in size. Used for owner's personal use and to rent out the remainder.

Map for Parcel Address: 929 Home Rd Hixson,



DISCLAIMER

Site plans submitted as part of rezoning application are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the rezoning does not approve the development layout indicated on the site plan for a required land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations.

Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.



Hamilton County Board of Commissioners RESOLUTION

No. 525-39B

(P.C. NO. 2025-0064)

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT & R-2A RURAL RESIDENTIAL DISTRICT TO C-3 GENERAL BUSINESS COMMERCIAL DISTRICT WITH CONDITIONS FOR PROPERTY LOCATED AT 929 HORNE ROAD

WHEREAS, Mark Guhne petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business Commercial District for property located at 929 Horne Road, and said Planning Commission after hearing recommended that this petition be approved with Conditions; and

WHEREAS, Mark Guhne requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on May 14, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended, *subject to the following conditions: 1) Single-family dwellings, double-wide manufactured homes, farming, stables, churches or similar places of worship, offices, storage garages, and mini-warehousing uses only; and 2) Maximum building height of two (2) stories or thirty feet (30')*, to rezone from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business Commercial District for property located at 929 Horne Road. An unplatted tract of land located at 929 Horne Road being the property described in Deed Book 13443, Page 87, ROHC. Tax Map Number 083-157 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

May 14, 2025

Date



Zoning Change Application Form

CASE NUMBER: 2025-0064		Date Submitted: 02/17/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: A-1 & R-2A		Rezoned To: C-3	Total acres in request area: 1.15
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
None			
4 Property Information			
Property Address: 929 Horne Rd		Property Tax Map Number: 083-157	
5 Proposed Development			
Reason for request/Project description:	Building small mini warehouse facility		
6 Site Characteristics			
Current Use:	Vacant		
Adjacent Uses:	Vacant, Residential and Commercial		
7 Applicant Information			
Name: Mark Guhne			
Address (street, city, state, zip): 1707 Chadwick Ct, Chattanooga, TN 37343			
Phone: 423-933-5785		Email: markguhne@gmail.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: Brooke Sloan			
Address (street, city, state, zip): 6208 Bayshore Dr, Harrison TN 37341			
Phone: 423-509-5891		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	Cash	<input checked="" type="checkbox"/> Credit	Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: Hamilton County		Planning District: 8	Neighborhood: None
County Commission District: 3		City Council District: 0	
PC meeting date: April 14, 2025		Application processed by: Jennifer Ware	
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

2025-0064 Hamilton County
April 14, 2025

RESOLUTION

WHEREAS, Mark Guhne petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the rezoning from A-1 Agricultural District & R-2A Rural Residential District to C-3 General Business Commercial District for property located at 929 Horne Road.

An unplatted tract of land located at 929 Horne Road being the property described in Deed Book 13443, Page 87, ROHC. Tax Map Number 083-157 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on April 14, 2025,

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

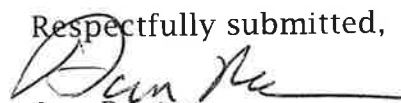
AND WHEREAS, there was no one in opposition present to the petition,

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

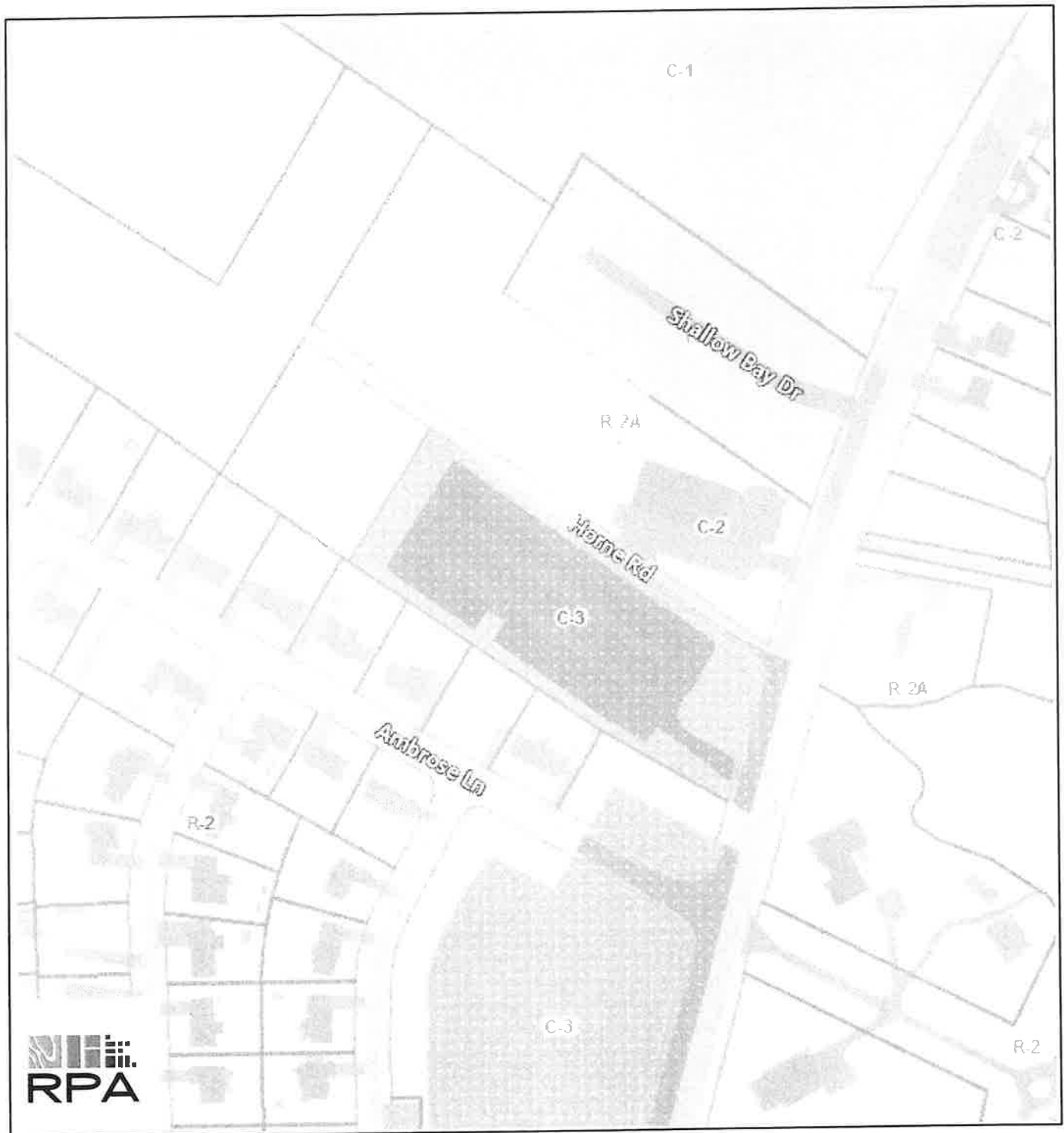
AND WHEREAS, the Planning Commission has determined that the proposed request with conditions is compatible with the Comprehensive Plan, adjacent industrial land uses and development form of the area.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on April 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be approved, subject to the following conditions: 1) Single-family dwellings, double-wide manufactured homes, farming, stables, churches or similar places of worship, offices, storage garages, and mini-warehousing uses only; and 2) Maximum building height of two (2) stories or thirty feet (30').

Respectfully submitted,


Dan Reuter
Executive Director

2025-0064 Rezoning from A-1 & R-2A to C-3



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0064: Approve, subject to the conditions in the Planning Commission Resolution.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025-0064	PC MEETING DATE: April 14, 2025	APPLICANT: Mark Guhne
PROPERTY OWNER(S): Brooke Sloan	PROPERTY ADDRESS: 929 Horne Road	TAX MAP PARCEL ID: 083 157
SIZE OF REQUEST AREA: 1.15 acres	JURISDICTION: Hamilton County	REQUEST: Rezone from A-1 & R-2A to C-3
REASON FOR REQUEST/PROJECT DESCRIPTION: Rezone for warehouse/storage bays for owner's personal use and to rent out to the public.		

LAND USE, DENSITY & PLAN RECOMMENDATION

EXISTING LAND USE Vacant Land	ADJACENT LAND USES <u>North:</u> Multi-Unit Residential <u>East:</u> Commercial Building <u>South:</u> Self-Storage/Mini Warehouse <u>West:</u> Single-Unit Detached Residential	NEIGHBORHOOD CONTEXT Suburban Corridor
TRANSPORTATION/ACCESSIBILITY Horne Road is a local road. There is no CARTA transit service in unincorporated Hamilton County.	NATURAL RESOURCES N/A	LAND USE PLAN RECOMMENDATION Comprehensive Plan: Level 5

ZONING

PRESENT ZONING A-1 Agricultural District	ADJACENT ZONING <u>North:</u> R-3 Multi-Family Residential District <u>East:</u> C-2 Local Business Commercial District Regulations <u>South:</u> C-3 General Business Commercial District Regulations <u>West:</u> A-1 Agricultural District	EXTENSION OF ZONE Yes
--	--	---------------------------------

- ZONING HISTORY**
- There is no recent zoning history for the site.
 - Case 2007-0062 rezoned 8311 Hixson Pike from A-1 and R-2A to C-2 with conditions (Resolution #507-25B).
 1. The road to the back of the property line to be paved to County standards; and
 2. Provide a greenbelt planting strip along the western property line as described in Section 1504, parts A and B, of the Hamilton County Zoning Regulations.
 - Case 2009-0153 rezoned 8329 Hixson Pike (north of the site) from C-2 to R-3 with a condition of lighting being directed down and away from residential areas (Resolution #1209-16B).
 - Case 2017-0136 rezoned 930 Horne Rd from A-1 and R-2A to C-3 for mini-warehouse storage units (Resolution #1117-28B0).

OTHER DEPARTMENT COMMENTS

No other department provided comments for this case.

STAFF REVIEW

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT LAND USES

The request is compatible with the adjacent commercial and warehouse uses. The C-3 district permits a wide variety of non-residential uses such as auto-oriented, hospitals, and adult-oriented establishments that could impact the adjacent single-unit dwellings to the west of the site. Staff recommends conditions limiting the uses to limit nuisances to the adjacent property.

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT ZONING

The site is adjacent to C-2 and C-3 zoned property. The request is an extension of an existing zone.

THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY

The development trend along Hixson Pike is suburban corridor with one-story residential buildings and paved parking lots. The trend transitions to agricultural and suburban residential west of the site along Horne Rd. The C-3 district has a maximum building height of 3 stories which is taller than the buildings along Horne Rd. Staff recommends a condition limiting the building height to ensure compatibility.

THE CONSISTENCY OF THE PROPOSED AMENDMENT WITH ADOPTED LAND USE/AREA PLAN POLICIES

The Development Policy from the Comprehensive Plan 2030 update (adopted by Planning Commission in 2016) identifies this site as being in intensity level 5. Level 5 describes the development potential appropriate for high-intensity development based on the highest access to infrastructure. Developing low-intensity developments under-utilize existing infrastructure and create gaps in connectivity.

STAFF RECOMMENDATION

The request with conditions is compatible with the Comprehensive Plan, adjacent land uses, and development form. Staff recommends conditions limiting the uses and maximum building height to ensure compatibility with adjacent properties.

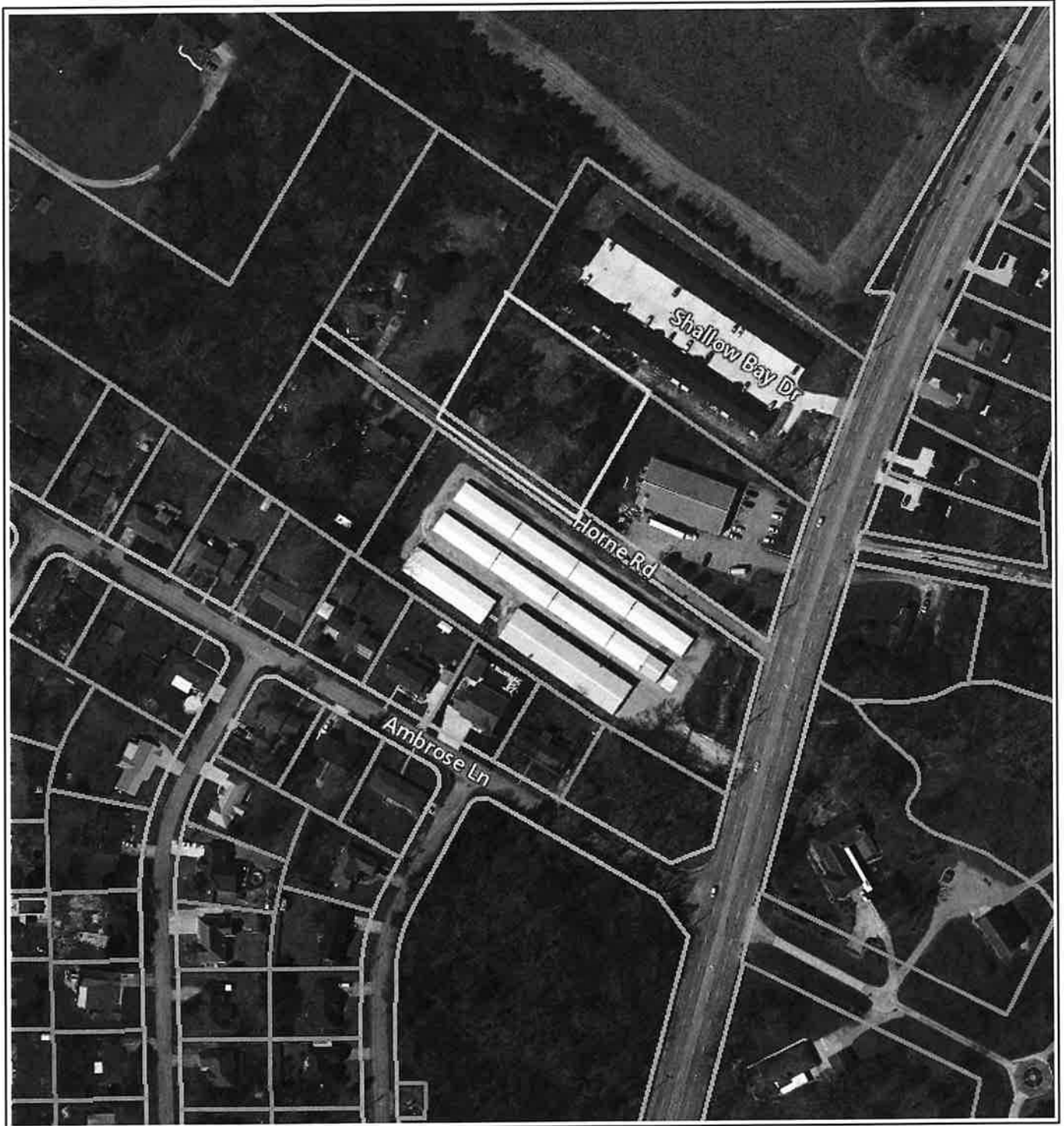
Staff recommends approval with conditions:

- 1. Single-family dwellings, double-wide manufactured homes, farming, stables, churches or similar places of worship, offices, storage garages, and mini-warehousing uses only; and**
- 2. Maximum building height of two (2) stories or thirty feet (30').**

2025-0064 Rezoning from A-1 & R-2A to C-3



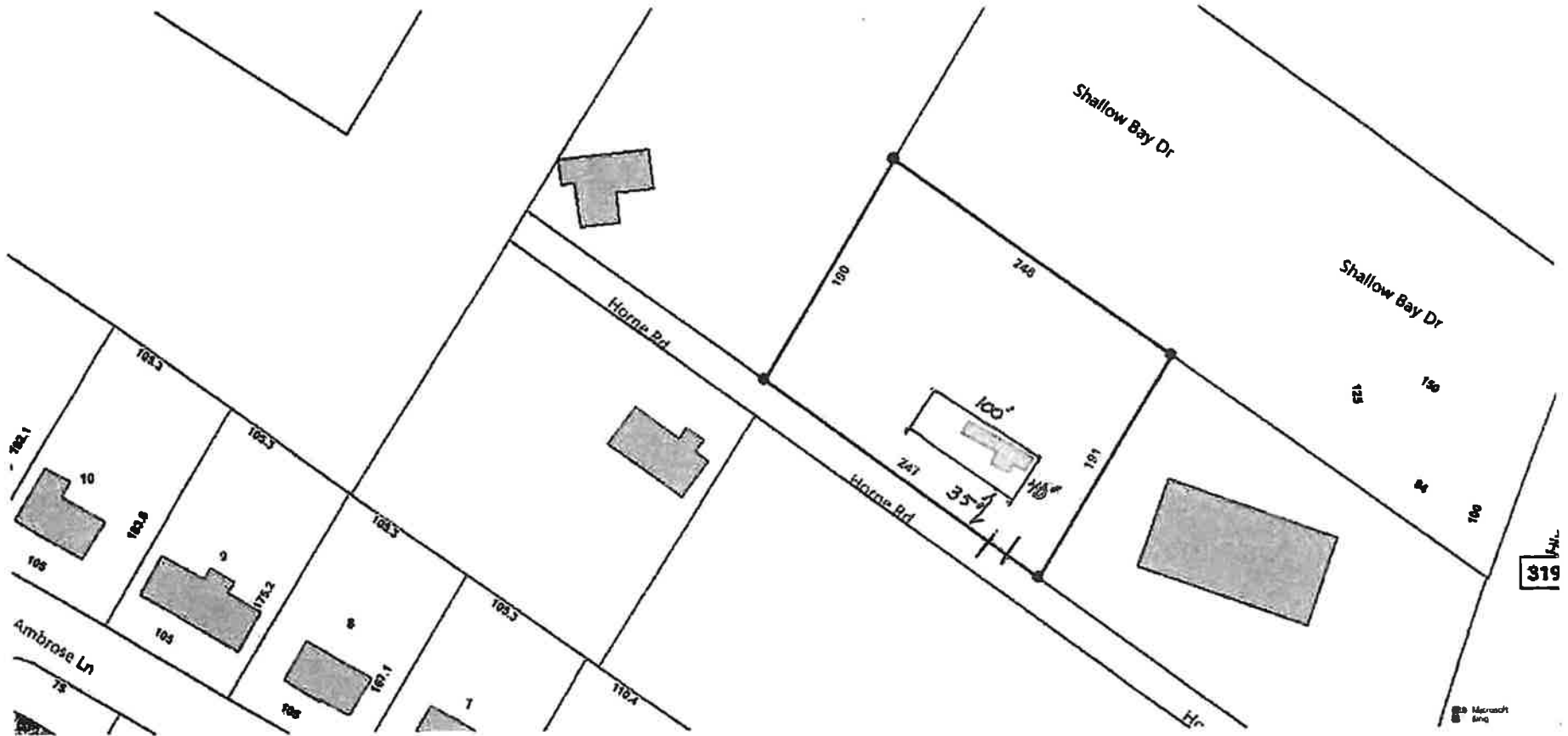
2025-0064 Rezoning from A-1 & R-2A to C-3



929 Horne Rd Narrative

Rezone A-1 to C-3 for a building with 6 storage bays approximately 15' x 40' in size. Used for owner's personal use and to rent out the remainder.

Map for Parcel Address: 929 Home Rd Hixson,



DISCLAIMER

Site plans submitted as part of rezoning application are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the rezoning does not approve the development layout indicated on the site plan for a required land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations.

Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.