

# Hamilton County Board of County Commissioners

AGENDA

March 18, 2015

ROLL CALL

INVOCATION - Commissioner Fields

PLEDGE TO THE FLAG - Commissioner Fields

Presentation	Mayor Coppinger Proclaiming UT / TSU Extension Month - Agenda Session Only
Minutes	Recessed Meeting - February 25, 2015
Minutes	Agenda Meeting - February 25, 2015
Minutes	Regular Meeting - March 4, 2015
Report	Order of Designation - Planning Commission - Todd Leamon - March 9, 2015
Report	Hixson Utility District Board of Commissioners - Reappointment of Kenneth W. Rich.
Report	Juvenile Court Clerk's Report November and December 2014
Res. No. 315-15	A Resolution to approve and accept applications for notary public positions.
Res. No. 315-16	A Resolution to authorize the County Mayor and County Clerk to renew a contract with Business Information Systems (BIS) for the annual maintenance of a motor vehicle system software package for a contract period ending June 30, 2020 at a cost of \$15,000.00 annually.
Res. No. 315-17	A Resolution to accept a donation in the amount of \$12,500 from the AEGIS Foundation of Greater Chattanooga to be used to purchase body cameras and associated equipment upon selected patrol officers.
Res. No. 315-18	A Resolution accepting the proposal of Securus Technologies to provide inmate video visitation for the Hamilton County Jail and to authorize the County Mayor to sign any contract necessary to implement this Resolution.
Res. No. 315-19	A Resolution accepting the bids of Acme Supply Company, Ltd., Bob Barker Company, Inc., HBD Inc. dba Pacific Concepts, ICS Jail Supplies, Inc., Carolina Textiles, Idel International Trading, Inc., and Uniform Manufacturing, Inc., for one (1) year contract pricing, beginning March 20, 2015, through March 19, 2016, for clothing and miscellaneous items for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 315-20	A Resolution accepting the proposal of Harwood International Corporation for a storage area network (SAN) solution amounting to \$73,647.90 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 315-21	A Resolution to rezone from R2-A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 8537 Highway 58.
Res. No. 315-22	A Resolution to rezone from A-1 Agricultural District to R-1 Single Family Residential District, properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road.
Res. No. 315-23	A Resolution granting a Special Permit for a Residential Planned Unit Development for properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road.
Res. No. 315-24	A Resolution granting a special permit for a Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road.
Res. No. 315-24B	A Resolution Granting a Special Permit for a Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road.
Res. No. 315-25A	A Resolution to rezone from R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road.
Res. No. 315-25B	A Resolution to rezone from R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road.

- Res. No. 315-26 A Resolution accepting the unit price bids of MXN Corporation and CMS Communications beginning March 18, 2015, through November 18, 2015, for HP data communications equipment for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 315-27 A Resolution to authorize the County Mayor to execute all documents necessary for Hamilton County to enter into a consulting agreement with Russ Blakely & Associates, LLC at an annual cost of \$11,000.
- Res. No. 315-28 A Resolution accepting the bid of Lee Smith, Inc. for two (2) single axle dump trucks and equipment amounting to \$247,652.00 for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 315-29 A Resolution accepting the bids of Barky Beaver Mulch & Soil, Inc. and Bliss Products & Services, Inc. for contract unit pricing, beginning March 18, 2015, through March 17, 2017, for woodcarpet for playgrounds and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 315-30 A Resolution accepting the bid of NAFECO for six (6) fire training air packs amounting to \$33,660.00 for Emergency Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 315-31 A Resolution accepting the bid of Special Touch Lawn Care Service for one (1) year contract pricing, beginning April 6, 2015, through April 5, 2016, for landscape maintenance for EMS Stations and Sheriff's Annexes for the Recreation Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 315-32 A Resolution adding Hazardous Materials/Waste Remediation Services to the list of professional, technical, and consultant services that may be obtained subject to Section 4.2.4.k of the Purchasing Rules for Hamilton County.
- Res. No. 315-33 A Resolution authorizing Hamilton County to make an intergovernmental transfer to the State of Tennessee's TennCare Program in order to secure additional funding from the State of Tennessee's Public Hospital Supplemental Payment Pool ("PHSPP") for the Chattanooga-Hamilton County Hospital Authority ("Erlanger").
- Res. No. 315-34 A Resolution of the Legislative Body of Hamilton County, Tennessee, authorizing the issuance of interest-bearing general obligation bonds, Series 2015A of Hamilton County, Tennessee in an amount not to exceed \$75,000,000 and interest-bearing general obligation refunding bonds, Series 2015B of Hamilton County, Tennessee in an amount not to exceed \$57,000,000; and providing for the payment of the bonds.
- Res. No. 315-35 A Resolution to authorize an employer participating the the Tennessee Consolidated Retirement System to change from its existing regular defined benefit plan to either the alternate defined benefit plan or the local government hybrid plan in accordance with Tennessee Code Annotated, Title 8, Chapter 35, Part 2, or to the hybrid retirement plan for State employees and teachers in accordance with Tennessee Code Annotated, Title 8, Chapter 36, Part 9.
- Res. No. 315-36 A Resolution to allow a Political Subdivision of the State of Tennessee to contribute to a tax deferred retirement plan in accordance with Tennessee Code Annotated, Title 8, Chapters 34-37.
- Res. No. 315-37 A Resolution to participate in a 401(K) Defined Contribution Plan offered by the State of Tennessee pursuant to Tennessee Code Annotated, Section 8-25-111(A).
- Res. No. 315-38 A Resolution to authorize the County Mayor to execute a contract between the State of Tennessee, Department of Health and Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department for the provision of a tobacco use prevention program, using funds from the State of Tennessee, Department of Health in the amount not to exceed \$79,400.00 for the period beginning April 1, 2015, ending March 31, 2017, which includes \$13,700.00 that is already budgeted for the current fiscal year ending June 30, 2015.
- Res. No. 315-39 A Resolution authorizing the County Mayor to sign a continuation contract with the Tennessee Department of Health and Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, for the fiscal year 2015 - 2016 contract period, in an amount not to exceed \$247,500.00 to provide home visits in accordance with the Department of Health's Children's Special Services (CSS) program guidelines.

- Res. No. 315-40 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division as the Chattanooga-Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health for the time period July 1, 2015 through June 30, 2016, in the amount of \$230,000.00 to provide for the coordination of Fetal Infant Mortality Review and Community Infant Mortality Reduction services in accordance with the Tennessee Department of Health's guidelines.
- Res. No. 315-41 A Resolution authorizing the County Mayor to accept a two-year \$250,000.00 grant, beginning April 1, 2015 and ending March 31, 2017, from the Office on Violence Against Women (OVW) to continue supervised visitation and exchange services for eligible families.
- Res. No. 315-42 A Resolution appropriating twenty thousand dollars (\$20,000.00) to the Mountain Education Foundation from the discretionary funds of Commission District Two.
- Res. No. 315-43 A Resolution to make certain findings relating to the Choo Choo Partners, LP Project, to delegate certain authority to the Health, Educational, and Housing Facility Board of the City of Chattanooga, Tennessee, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.

## ANNOUNCEMENTS

### DELEGATIONS ON MATTERS OTHER THAN ZONING

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



**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

**PRESENTATION – UTC MOCS FOOTBALL TEAM SUBDIVISION PLAYOFFS**

Commissioner Fairbanks and Commissioner Smedley honored the University of Tennessee at Chattanooga Mocs football team for advancing to the Football Championship Subdivision Playoffs for the first time since 1984. Commissioner Fairbanks read from a press release that highlighted the Mocs record breaking finish for the 2014 Season. Commissioner Fairbanks introduced Senior Associate Athletic Director, Andrew Horton; Head Coach, Russ Huesman; Director of Football Operations, Carter Crutchfield; and Chattanooga Mocs football players, Keionta Davis and Jacob Huesman. They were given a round of applause. Commissioner Fairbanks congratulated the staff and players for their 2014 season, and thanked them for the excitement and recognition they brought to Chattanooga.

Commissioner Smedley presented the team with a plaque on behalf of the officials and citizens of Hamilton County. She congratulated them on posting their first 10 win season in 107 years, a 10-4 overall record, and for a perfect record of 7 wins against 0 losses in the Southern Conference. Commissioner Smedley also thanked the staff and players for their excellent spirit of sportsmanship and competition in bringing prestige and recognition to Hamilton County and its citizens.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

Coach Russ Huesman thanked the Commission on behalf of the group for today's recognition.

Commissioner Mackey and Mayor Coppinger each commended Coach Huesman for maintaining a high standard for his players on and off the field.

**COMMITTEE ASSIGNMENTS**

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

- The Trustee's Excess Fee Report and Monthly Report for January 2015 would be submitted for the record.
- Resolution No. 315-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolutions No. 315-4A and 315-4B were assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolutions No. 315-5 through 315-9, and 315-12 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 315-13 was assigned to the Legal and Legislative Committee, chaired by Commissioner Bankston.
- Resolutions No. 315-2, 315-3, 315-10, 315-11, and 315-14 would be heard by the Committee of the Whole

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

Chairman Fields stated that Resolution No. 315-2 would now be heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-2**

This item confirms the reappointment of Hicks Armor by the County Mayor to the Carter Street Corporation Board of Directors for a term ending March 4, 2019. There were no questions regarding this Resolution.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-3**

Assessor of Property, Bill Bennett, spoke regarding the Resolution which would proclaim the month of March 2015 as Myeloma Awareness Month. Assessor Bennett spoke about his diagnosis of multiple myeloma in July 2008, his treatment in a medical center in Tampa Florida, and the recovery process that followed. He stated that because of the medication, help from family, and prayers he received during that time, he was fortunate to be in remission.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-10**

Finance Administrator, Albert Kiser, spoke regarding the Resolution which would begin the process of issuing \$132 million dollars in bonds with the intent of financing new capital projects, paying off \$35 million dollars in the line of credit, and refunding some previously issued bonds issued in 2009 and 2011 that have a higher interest rate. He explained that refunding those previously issued bonds would result in a significant savings.

Mr. Kiser briefly described a handout which was previously distributed to the Commissioners that outlined the dollar amounts for this project. He noted that it was important to allow for market and interest rate fluctuations. Mr. Kiser explained that Resolution No. 315-10 set the parameters for the project and served as a public notice that new debt would be issued in an amount not to exceed \$40 million dollars. It was noted that this Resolution does not approve the issuance of new bonds. Mr. Kiser added that a Resolution would be coming before the Commission in the near future that would seek to authorize the issuance and the final terms of the bonds.

In response to Commissioner Haynes question, Mr. Kiser clarified that the savings from refunding previously issued bonds would be seen in the form of fewer debt payments.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

Commissioner Graham clarified that the refinance of previously issued bonds does not increase the term or the principal balance. He also clarified that if the market fluctuates and it is no longer beneficial to sell the bonds, the financial staff can choose not to do so.

In response to Commissioner Fairbanks question, Mr. Kiser explained that only the necessary amount of bonds would be issued.

Chairman Fields distributed a copy of the handout to Clerk Knowles to be made a matter of record.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-11**

Mr. Kiser spoke regarding this item that would approve the selection of bond counsel and a financial aid advisor to assist with the proposed issuance of new general obligation bonds. There were no questions concerning this Resolution.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-13**

Chairman Fields indicated that according to Commission rules of procedure, Resolution No. 315-13 must first go before the Legal and Legislative Committee, chaired by Commissioner Bankston, before it can be presented to the Commission. This item was not heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 315-14**

County Attorney Taylor spoke regarding this item which would allow narcotics and patrol dogs to be donated to their respective Sheriff's Department handlers upon their retirement from service.

Sheriff's Department Director of Administration, Don Gorman, added that this Resolution would release the County's liability while also making sure the dogs are either placed with their handlers, or an appropriate organization that would house them after they are retired.

Commissioner Boyd thanked Attorney Taylor for bringing this item to the Commission. He clarified that the reason he had asked for this Resolution was to make sure the animals could live out their natural lives unattached to the County.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

**ANNOUNCEMENTS**

Chairman Fields asked for announcements from members of the Commission.

To accommodate members of the audience, Commissioner Haynes, Chairman of the Zoning Committee, announced that the Zoning Committee would meet in the Commission Room after the Finance Committee.

Commissioner Graham, Chairman of the Finance Committee, announced that the Finance Committee would have a brief meeting in the Commission Room following today's meeting.

Commissioner Bankston, Chairman of the Legal and Legislative Committee, announced that the Legal and Legislative Committee would meet in the conference room following today's meeting.

Commissioner Boyd announced that the joint meetings of the Education Committee and the Facilities Planning Committee had been rescheduled to March 18<sup>th</sup> at CSLA at 8:00 am. He invited the public and the media to attend.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

Commissioner Boyd issued a public apology to members of the Commission, the Mayor, and Jennifer Stanley as well as her husband for comments made during the February 4<sup>th</sup> Commission meeting. These comments pertained to her suitability to continue service on the Board at Erlanger Hospital. He added that his announced assessments as to Mrs. Stanley's character, or her husband's character were in error, and based on news articles printed in the Times Free Press and the Chattanooga.com.

Commissioner Graham commended Commissioner Boyd for his public apology. He also explained that a late item would be added to the agenda at next week's meeting which would proclaim March 9<sup>th</sup> Luther Masingill Day.

Commissioner Haynes recognized members of the audience that attended today's meeting, and thanked them for the input regarding Resolution Nos. 315-4A and 315-4B.

Mayor Coppinger thanked Commissioner Boyd for his public apology. He noted that citizens serving on boards are volunteers who are willing to give of their time. He expressed thanks to them for helping move Hamilton County forward.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

**DELEGATIONS**

Chairman Fields asked for delegations on matters other than zoning.

Mark West residing at 2315 Heavenly View Drive Ooltewah, TN 37363 addressed the Commission. Mr. West spoke briefly about his resistance to PILOT programs, and encouraged the Commission to give tax breaks equally among developers.

Commissioner Graham clarified that PILOT programs are designed to help areas of Chattanooga be more sustainable and grow. He added that any project or developer that qualifies for a PILOT agreement may make application.

In response to Mr. West's comments, Commissioner Mackey agreed that tax breaks should be given equally or not at all.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
FEBRUARY 25, 2015**

Being no further business, Chairman Fields declared the meeting recessed until  
Wednesday, March 4<sup>th</sup> at 9:30 AM.

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date

W.F.K.  
Clerk's Initials

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
FEBRUARY 25, 2015**

<b>STATE OF TENNESSEE</b>	)	Recessed Meeting
<b>COUNTY OF HAMILTON</b>	)	February 25, 2015

**BE IT REMEMBERED**, that on this 25th day of February, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

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

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

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
FEBRUARY 25, 2015**

Commissioner Beck introduced Senior Pastor Elton L. Young, Mount Paran Missionary Baptist Church, who gave the invocation. Commissioner Beck led in the pledge to the flag.

Chairman Fields announced that there was not any scheduled business for the Recessed Meeting and asked if anyone had any announcements.

Chairman Fields announced that Hamilton County Schools would be closing at twelve o'clock today due to inclement weather.

Chairman Fields addressed Commissioner Beck, Chairman of the Building and Economic Development Committee, to look into the specifics of the PILOT program currently being administered by River City Company, in conjunction with the Mayor's office and the County Attorney, and report to the Commission with any recommendations.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
FEBRUARY 25, 2015**

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

Respectfully submitted:



---

William F. (Bill) Knowles, County Clerk

Approved:

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

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

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

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

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

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

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

Commissioner Fields introduced Reverend Mark K. McCrory of First Lutheran Church who gave the invocation. Commissioner Fields led in the pledge to the flag.

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

**PROCLAMATION TO HONOR LUTHER MASINGILL**

Mayor Coppinger presented a Proclamation declaring March 9<sup>th</sup> of each year as Luther Masingill Day and urged County citizens to recognize the many contributions Mr. Masingill made to Hamilton County. Mayor Coppinger asked members of the Masingill family to come forward to receive the Proclamation, as well as News Channel 3 personality, David Carroll. Mr. Masingill's daughter, Joanie Brown, introduced Mr. Masingill's wife, Mary Masingill, and youngest grandson, Evan Brown.

Mayor Coppinger asked Deputy Clerk Carrie Godwin to read the Proclamation into the record.

Mayor Coppinger highlighted Mr. Masingill's 73 years of service as a broadcaster in Chattanooga. He spoke about the love Mr. Masingill had for his community, and how he often turned down job opportunities in other areas so he could remain in Chattanooga. He added that Mr. Masingill remains a well-respected icon in Chattanooga and Hamilton County.

Mayor Coppinger introduced David Carroll to the audience and members of the Commission. Mr. Carroll acknowledged several members of the media in the audience including Luther's co-worker James Howard, and pointed out a painting in the Commission Room that portrays Mr. Masingill sitting on the seat of his car. Mr. Carroll spoke about Mr. Masingill's years of service in broadcasting and the records he has set

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

for his longevity. Mr. Carroll added that in recent recognition of Mr. Masingill, part of South Broad Street was renamed in his honor, he was inducted into the Tennessee Radio Hall of Fame and the National Radio Hall of Fame, and he was featured on CBS news and other national publications. Mr. Carroll also encouraged citizens to perform random acts of kindness in honor of Mr. Masingill.

Members of the Masingill family were thanked and shook hands with each member of the Commission.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of February 11, 2015, the Agenda Preparation Session of February 11, 2015, the Regular Meeting of February 18, 2015 be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd , "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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

**TRUSTEE'S EXCESS FEE REPORT**

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

**TRUSTEE'S MONTHLY REPORT**

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

**RESOLUTION NO. 315-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE OATH OF DEPUTY COUNTY CLERK, THE OATH OF DEPUTY SHERIFF, AND THE OATH OF MEMBER OF THE BOARD OF DIRECTORS HAMILTON COUNTY RAILROAD AUTHORITY.**

Chairman Fields stated he wished to abstain from voting due to a conflict of interest. He was listed as a notary public applicant on the resolution.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 315-1. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye";

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

Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner Smedley, “Aye”; Chairman Fields abstained from voting. Total present – 9. Total absent – 0. Total “Aye” votes – 8. Total “Nay” votes – 0. Total Abstentions – 1.

**RESOLUTION NO. 315-2 A RESOLUTION CONFIRMING THE REAPPOINTMENT  
BY THE COUNTY MAYOR OF ONE MEMBER TO THE CARTER STREET  
CORPORATION BOARD OF DIRECTORS FOR A TERM ENDING MARCH 4, 2019.**

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Fairbanks, to adopt Resolution No. 315-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner Smedley, “Aye”; and Chairman Fields, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**RESOLUTION NO. 315-3 A RESOLUTION PROCLAIMING THE MONTH OF MARCH  
2015 AS MYELOMA AWARENESS MONTH**

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Graham, to adopt Resolution No. 315-3.

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

Commissioner Beck welcomed Assessor of Property Bill Bennett to speak about this item. Assessor Bennett spoke about his diagnosis of multiple myeloma in July 2008, his treatment in a medical center in Tampa Florida, and the recovery process that followed. He stated that because of the medication, help from family, and prayers he received during that time, he was fortunate to be in remission since 2009.

Mr. Bennett introduced Linda Huguelet, leader of the Chattanooga Multiple Myeloma Networking Group. Ms. Huguelet thanked the Commission for the show of support for myeloma awareness. She provided additional details regarding the symptoms of the illness and noted that early detection is crucial for prognosis and therapy.

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

**RESOLUTION NO. 315-4A A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL DISTRICT, A-1 AGRICULTURAL DISTRICT AND C-2 LOCAL BUSINESS COMMERCIAL DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL**

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

**DISTRICT, PROPERTIES LOCATED AT 1704 & 1714 THRASHER PIKE AND 1636 &  
7640 MIDDLE VALLEY ROAD**

NO ACTION WAS TAKEN ON RESOLUTION NO. 315-4A.

**RESOLUTION NO. 315-4B A RESOLUTION TO REZONE FROM R-2A RURAL  
RESIDENTIAL DISTRICT, A-1 AGRICULTURAL DISTRICT AND C-2 LOCAL  
BUSINESS COMMERCIAL DISTRICT TO C-2 LOCAL BUSINESS COMMERCIAL  
DISTRICT, PROPERTIES LOCATED AT 1704 & 1714 THRASHER PIKE AND 1636 &  
7640 MIDDLE VALLEY ROAD**

Commissioner Haynes provided details regarding Resolution No. 315-4A and 315-4B. He spoke about the discussion that took place during the Zoning Committee meeting after the February 25<sup>th</sup> Agenda Session. Commissioner Haynes stated publicly his opposition to these items and added the Zoning Committee would not be making a recommendation to approve.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 315-4B.

Commissioner Mackey spoke about last week's Zoning Committee meeting and acknowledged the present opposition to this project. He noted that the Regional

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

Planning Agency brought a recommendation to approve before the Commission and added that there would be significant benefits to the area with this development.

Commissioner Graham thanked members of the audience for being present. He stated that the Commission took this matter very seriously, and that his decision to support this development came after thorough research and discussion with the public.

Chairman Fields asked for clarification on whether the Commission should be discussing Resolution No. 315-4A or 315-4B.

Attorney Taylor directed the question to Regional Planning Agency Executive Director, John Bridger. Mr. Bridger clarified that Resolution 315-4A was the applicant's initial request with no conditions, while 315-4B contains the conditions that were recommended by the staff of the Regional Planning Commission. He added that Resolution 315-4B is the Resolution the RPA recommended for approval.

Attorney Taylor noted that zoning items are advertised as public hearings and therefore require the Commission to hear public comments. He indicated it was the Chairman's discretion as to whether the committee meeting following last week's agenda session had met that public hearing requirement.

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

Commissioner Haynes added that he would consider supporting Resolution No. 315-4B if the new school in Middle Valley was already built to help alleviate some of the traffic problems in that area.

Commissioner Mackey added that the construction of the school across the street from the proposed development was a result of these types of projects that pay taxes.

Commissioner Fields asked if there were any members of the audience that wished to speak about this Resolution.

Debbie McKinney residing at 1648 West Colorado Street Hixson, TN 37343 spoke in opposition of Resolution 315-4B. She stated that she was concerned that this project would negatively affect her quality of life. She read a quote from the founder of Walmart, Sam Walton, noting that the chain would not go into neighborhoods where the citizens were opposed to it.

Julie Bomar residing at 7625 Lennox Trace Drive Hixson, TN 37343 spoke in opposition of Resolution 315-4B. She added that she was not opposed to economic development, but she was concerned that the proposed development would be too large for a residential area.

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

Michael Dupree residing at 7622 Wimpton Lane Hixson, TN 37343 added that this project would accelerate the need to make Middle Valley Road a five lane road at a high cost to all districts.

Paul Ware residing at 989 Wyndsor Drive Hixson, TN 37343 spoke in opposition to Resolution 315-4B. He explained that the increased traffic flow would disturb the quiet neighborhood. He added that he was concerned about this development being too large for the proposed location.

Kristie Jackson residing at 6639 Fairview Road Hixson, TN 37343 spoke in favor of Resolution 315-4B citing a petition she took showing there were more people in support of this development than against it. She asked the Commission to vote in favor of this Resolution to help progress Middle Valley.

Matt Phillips, Vice President of Real Estate of the Hutton Company and developer for this project, spoke in favor of Resolution 315-4B. He spoke about a third-party poll given to registered voters in District 3 in which 675 total calls were received with 66 percent voting yes, 28 percent voting no, and 6 percent no opinion. Mr. Phillips noted that most of the signatures on the petition Ms. Jackson spoke about were within a one and half mile radius of the project location. Mr. Phillips spoke in detail about the jobs this project would potentially create, and the salaries those employees would be paid.

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

In response to Commissioner Hayne's question, Mr. Phillips clarified that the hours of operation of the fuel center and convenience store located at the corner of Middle Valley Road and Thrasher Pike would be from 6:00 a.m. to 10:00 p.m. The pharmacy would be open from 6:00 a.m. to 10:00 p.m., and the grocery store would be open 24 hours every day.

Rosabelle Gorman residing at 8684 Arbutus Drive Hixson, TN 37343 added that a new business would not necessarily generate new tax revenue.

Commissioner Smedley addressed the audience about whether the 10:00 p.m. closing had an impact on their support or opposition. The audience indicated this was the first time they had heard about a convenience store being located at the gas pumps.

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

Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Nay"; Commissioner Fairbanks, "Nay"; Commissioner Graham, "Aye"; Commissioner Haynes, "Nay"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Nay"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 5. Total "Nay" votes – 4.

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

**RESOLUTION NO. 315-10 AN INITIAL RESOLUTION OF THE LEGISLATIVE BODY OF HAMILTON COUNTY, TENNESSEE AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION BONDS OF HAMILTON COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000, TO BE ISSUED IN ONE OR MORE SERIES, TO FINANCE OR REFINANCE CERTAIN SCHOOL PROJECTS AND VARIOUS OTHER PUBLIC WORKS PROJECTS IN HAMILTON COUNTY PURSUANT TO SECTION 9-21-101, ET. SEQ., OF THE TENNESSEE CODE ANNOTATED.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 315-10.

Commissioner Boyd spoke regarding this item which would begin the process of issuing \$132 million dollars in bonds with the intent of financing new capital projects, paying off \$35 million dollars in the line of credit, and refunding some previously issued bonds issued in 2009 and 2011 that have a higher interest rate. It was noted that there would be a significant savings in interest to the County as a result of refunding the previously issued bonds. Commissioner Boyd commended the Mayor's staff for their diligent work.

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

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

**RESOLUTION NO. 315-11 A RESOLUTION OF THE LEGISLATIVE BODY OF  
HAMILTON COUNTY, TENNESSEE, APPROVING THE SELECTION OF BOND  
COUNSEL AND A FINANCIAL ADVISOR IN CONNECTION WITH THE PROPOSED  
ISSUANCE BY THE COUNTY OF ITS GENERAL OBLIGATION BONDS.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 315-11.

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

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

**RESOLUTION 315-14 A RESOLUTION WAIVING THE HAMILTON COUNTY PURCHASING RULES AND AUTHORIZING THE COUNTY MAYOR TO DONATE NARCOTICS/PATROL DOGS TO THEIR RESPECTIVE HAMILTON COUNTY SHERIFF'S OFFICE HANDLERS AT THE TIME SUCH DOGS ARE RETIRED FROM SERVICE, OR OTHERWISE RELEASE SAID DOGS FROM THE COUNTY INVENTORY IN A MANNER IN THE BEST INTEREST OF PUBLIC SAFETY.**

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Haynes, to adopt Resolution No. 315-14. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 315-5 A RESOLUTION ACCEPTING THE UNIT PRICE BID OF SHIELDS ELECTRONICS FOR BOGEN EQUIPMENT FOR THE PERIOD BEGINNING MARCH 4, 2015 THROUGH MARCH 3, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE YEAR TERM FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY**

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

**MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS  
RESOLUTION.**

**RESOLUTION NO. 315-6 A RESOLUTION ACCEPTING THE BID OF THOMAS  
BROTHERS CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION OF THE  
OOLTEWAH-RINGGOLD ROAD AND STANDIFER GAP ROAD INTERSECTION  
IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$749,593.10 AND  
AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY  
TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 315-7 A RESOLUTION RATIFYING THE PURCHASE OF  
GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JANUARY 1, 2015,  
THROUGH JANUARY 31, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO  
SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 315-8 A RESOLUTION ACCEPTING THE BID OF PROSYS  
INFORMATION SYSTEMS FOR DELL SERVERS AND DELL POWER VAULT  
SYSTEM COMPONENTS AMOUNTING TO \$63,039.36 FOR THE INFORMATION  
TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY  
MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS  
RESOLUTION.**

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

**RESOLUTION NO. 315-9 A RESOLUTION ACCEPTING THE BID OF INSIGHT PUBLIC SECTOR FOR MICROSOFT SQL SERVER SOFTWARE LICENSES AMOUNTING TO \$29,335.28 FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 315-12 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A CONTRACT WITH THE UNITED STATES GEOLOGICAL SURVEY (USGS) TO PROVIDE HAMILTON COUNTY WITH LIDAR DATA AT A COST OF \$71,502 AND TO AMEND HAMILTON COUNTY GENERAL BUDGET BY ADDING \$47,668 TO THE REVENUE BUDGET AND \$47,668 TO THE EXPENDITURE BUDGET.**

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolutions No. 315-5, 315-7 through 315-9, and 315-12. He stated that the Finance Committee reviewed and recommended approval.

Commissioner Smedley spoke about Resolution 315-6 which would fund improvements to the intersection of Ooltewah-Ringgold Road and Standifer Gap Road. She explained the high number of traffic accidents that have occurred at this intersection created the necessity for these improvements. She added that this intersection is in her district and she supports these improvements.

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

**ON MOTION** of Commissioner Graham, seconded by Commissioner Smedley, to adopt Resolution No. 315-5, 315-7 through 315-9, and 315-12. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Graham, to adopt Resolution No. 315-6. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION 315-13 A RESOLUTION AMENDING THE RULES AND PROCEDURES OF THE HAMILTON COUNTY BOARD OF COMMISSIONERS TO ALLOW INDIVIDUALS AND/OR DELEGATIONS TO APPEAR AND ADDRESS THE COMMISSION ON MATTERS BEING CONSIDERED PRIOR TO THE COMMISSION MAKING A DECISION.**

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

Commissioner Bankston, Chairman of the Legal and Legislative Committee spoke about this Resolution which would allow individuals three minutes to speak, and delegations sharing the same or similar views ten minutes to speak. He added that the Legal and Legislative Committee recommended approval.

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Smedley, to adopt Resolution No. 315-13.

Commissioner Fields answered Commissioner Mackey's question regarding the amount of time delegations are allowed to speak. It was noted that each individual would be allowed three minutes to speak on each side of the issue with a ten minute limit for speakers favoring the item and ten minutes for speakers opposing the item. There would be no more than twenty minutes allowed in total from the public.

In response to Commissioner Graham's question, Commissioner Fields clarified that no discussion would take place until a motion and a second were on the floor.

At this time a lengthy discussion about the precedence of allowing the public to speak before voting took place.

Commissioner Beck reiterated that this Resolution would give a maximum of twenty minutes per item on the agenda.

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

In response to Commissioner Smedley's comments, Commissioner Beck added that the public has the opportunity to speak at the agenda session before the regular meeting takes place. He added that he wanted to see more research on the precedence of this issue before the voting takes place.

**ON MOTION** of Commissioner Beck, seconded by Commissioner Mackey, to table Resolution No. 315-13 until further notice.

The motion to table Resolution No. 315-13 failed on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Nay"; Commissioner Beck, "Aye"; Commissioner Boyd, "Nay"; Commissioner Fairbanks, "Nay"; Commissioner Graham, "Nay"; Commissioner Haynes, "Nay"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Nay"; and Chairman Fields, "Nay". Total present – 9. Total absent – 0. Total "Aye" votes – 2. Total "Nay" votes – 7.

Commissioner Graham spoke about his support for Resolution 315-13. He also clarified for the public that many avenues were currently available for the public to voice their opinions on items presented to the Commission.

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

Commissioner Mackey added that most legislative bodies do not allow the public to address them before decisions are made as it leaves a lot of room for emotion to influence decisions.

**ON MOTION** of Commissioner Beck, seconded by Commissioner Mackey, to postpone Resolution No. 315-13 for thirty days.

The foregoing motion to postpone Resolution No. 315-13 failed on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Nay"; Commissioner Beck, "Aye"; Commissioner Boyd, "Nay"; Commissioner Fairbanks, "Nay"; Commissioner Graham, "Aye"; Commissioner Haynes, "Nay"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Nay"; and Chairman Fields, "Nay". Total present – 9. Total absent – 0. Total "Aye" votes – 3. Total "Nay" votes – 6.

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Mackey, to amend Resolution No. 315-13 to allow six minutes for comments from the public on each side of an issue.

Commissioner Graham spoke about the proposed amendment noting that allowing such a limited time would not be fair when controversial items are on the agenda.

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

In response to Commissioner Haynes question, Attorney Taylor cited the last phrase of Resolution No. 315-13 which gives the Chairman the power to regulate the procedure if more or less time is needed.

At this time several Commissioners voiced their concerns over the potential time limit changes.

The foregoing motion to amend Resolution No. 315-13 failed on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Boyd, "Nay"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Nay"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Nay"; and Chairman Fields, "Nay". Commissioner Beck abstained. Total present – 9. Total absent – 0. Total "Aye" votes – 4. Total "Nay" votes – 4. Total Abstentions – 1.

Chairman Fields asked if there was any other discussion on the original motion to adopt Resolution 315-13. There was none.

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

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

Commissioner Beck abstained. Total present – 9. Total absent – 0. Total “Aye” votes – 7. Total “Nay” votes – 1. Total Abstentions – 1.

**ANNOUNCEMENTS**

Chairman Fields asked for announcements from members of the Commission.

Commissioner Haynes publicly recognized that preceding district 3 Commissioner Mitch McClure was present in the audience and thanked Mr. McClure’s son for his military service.

Commissioner Mackey, President of the Tennessee County Commissioners Association, spoke regarding ongoing debate about suing the state over how it funds the Basic Education Program, also referred to as the BEP Formula. He added that the Hamilton County Board of Education is exploring the idea of joining the growing list of districts ready to move toward litigation against the state over the funding issue. Commissioner Mackey spoke about the BEP formula and its lack of fairness. In closing, he encouraged the Hamilton County Legislative body to join the School Board if they follow through with a lawsuit.

Commissioner Graham, Commissioner Boyd, and Commissioner Fairbanks acknowledged the BEP funding formula issue. They each stated their concerns regarding the possibility of following through with a lawsuit against the state.

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

Commissioner Boyd, Chairman of the Education Committee, announced that the joint meeting of the Education Committee and the Hamilton County Board of Education Facilities Committee had been rescheduled to March 18<sup>th</sup> at CSLA at 8:00 am. He invited the public and the media to attend.

Commissioner Bankston congratulated Chattanooga Central basketball team, the Purple Pounders, who recently won district playoffs and are heading to the state tournament.

Several members of the Commission and the Mayor wished Commissioner Haynes a Happy fifty-sixth Birthday, Commissioner Fairbanks led in singing Happy Birthday.

Commissioner Beck, Chairman of the Building and Economic Development Committee, announced that the committee would be meeting after next week's Agenda session to discuss the county's Payment in Lieu of Taxes program (PILOT). He also made comments regarding the BEP formula issue.

Mayor Coppinger reminded the Commission that at 11:00 am today, a reception would be held in the Courthouse rotunda honoring the Director of the Highway Department, Harold Austin, who recently announced his retirement. He invited members of the Commission to attend. In closing, he acknowledged the possibility of inclement

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

weather headed towards Chattanooga. He sincerely thanked the various first responders for their hard work and dedication.

Mayor Coppinger reminded the Commission that the Chattanooga Lookouts were scheduled to have a news conference today at 2:00 pm at AT&T Budweiser Pavilion. The press conference will focus on the recent sale of the Lookouts and introduce the new owners, the Minnesota Twins.

Commissioner Fields reminded the Commission that the agenda session next week will be Thursday, March 12<sup>th</sup> at 9:30 a.m.

**DELEGATIONS**

Chairman Fields asked for delegations on matters other than zoning.

Mark West residing at 2315 Heavenly View Drive Ooltewah, TN 37363 addressed the Commission regarding his resistance to the county's PILOT programs. He quoted tax abatement figures compiled by citizen activist Helen Burns Sharp and expressed concern regarding existing conflicts of interest. He suggested that the Commission give tax breaks equally among developers.

Commissioner Graham briefly responded to Mr. West's concerns regarding the county's PILOT program and his service on the River City Board. He reiterated that the

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

school tax portion of the PILOT program is paid in full every year. In closing, he noted that the \$26 million dollar tax revenue that was forgiven through prior approved PILOTs has provided a substantial amount of economic impact to the community.

In response to Commissioner Graham and Commissioner Smedley's request, Commissioner Beck invited all Commissioners to attend next week's Building and Economic Development Economic Committee meeting which will discuss the PILOT program issue

There being no further business, Chairman Fields declared the meeting in recess until March 12, 2015 at 9:30 AM.

Respectfully submitted:



---

William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

WJK  
Clerk's Initials

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

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

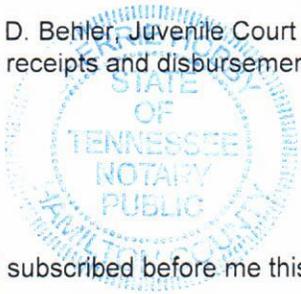
**REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK**

MONTH: November 2014

SOURCE: IFAS GL2031 Report

	Month of November 2014			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
<b>Revenues</b>				
Fines and Court Costs	\$ 5,282.00		\$ 5,282.00	\$ 30,375.41
Fees and Commissions	683.62	1,111.00	1,794.62	59,664.15
Interest	172.94		172.94	826.93
Miscellaneous	401.00	200.40	601.40	3,842.85
Data Processing Fees			-	2,788.37
Courtroom Security Fees	55.00		55.00	263.00
Other - Adjustments			-	-
<b>Total Revenue</b>	<u>6,594.56</u>	<u>1,311.40</u>	<u>7,905.96</u>	<u>97,760.71</u>
<b>Expenditures</b>				
Salaries	61,746.26	42,091.36	103,837.62	499,528.29
Employee Benefits	38,586.26	26,478.70	65,064.96	309,609.21
Other Operating Expenditures	2,846.07	3,646.97	6,493.04	29,281.99
Other - Adjustments			-	-
<b>Total Expenditures</b>	<u>103,178.59</u>	<u>72,217.03</u>	<u>175,395.62</u>	<u>838,419.49</u>
Revenues over (under) Expenditures	(96,584.03)	(70,905.63)	(167,489.66)	(740,658.78)
Appropriation from Hamilton County	156,897.92		156,897.92	784,489.56
<b>Net Change in Fund Balance</b>	<u>\$ 60,313.89</u>	<u>\$ (70,905.63)</u>	<u>(10,591.74)</u>	<u>43,830.78</u>
Fund Balance at the Beginning of the Period			<u>597,676.81</u>	<u>543,254.29</u>
Fund Balance at the End of the Period			<u>\$587,085.07</u>	<u>\$587,085.07</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for November 2014.



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

Sworn and subscribed before me this the 4th day of March 2015.

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

My Commission Expires: 2/25/17

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

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

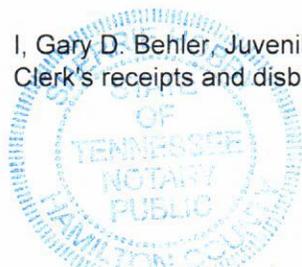
**REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK**

MONTH: December 2014

SOURCE: IFAS GL2031 Report

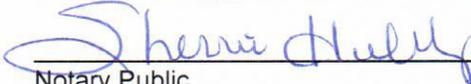
	Month of December 2014			
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	Totals - Fiscal YTD
<b>Revenues</b>				
Fines and Court Costs	\$ 4,329.00	\$ 892.00	\$ 5,221.00	\$ 35,596.41
Fees and Commissions	337.25	53,859.99	54,197.24	113,861.39
Interest	216.71		216.71	1,043.64
Miscellaneous	499.60	186.30	685.90	4,528.75
Data Processing Fees		2,602.00	2,602.00	5,390.37
Courtroom Security Fees	48.00		48.00	311.00
Other - Adjustments			-	-
Total Revenue	5,430.56	57,540.29	62,970.85	160,731.56
<b>Expenditures</b>				
Salaries	78,041.65	52,535.76	130,577.41	630,105.70
Employee Benefits	42,285.88	29,100.28	71,386.16	380,995.37
Other Operating Expenditures	2,637.68	3,107.99	5,745.67	35,027.66
Other - Adjustments			-	-
Total Expenditures	122,965.21	84,744.03	207,709.24	1,046,128.73
Revenues over (under) Expenditures	(117,534.65)	(27,203.74)	(144,738.39)	(885,397.17)
Appropriation from Hamilton County	156,897.92		156,897.92	941,387.48
Net Change in Fund Balance	\$ 39,363.27	\$ (27,203.74)	12,159.53	55,990.31
Fund Balance at the Beginning of the Period			587,085.07	543,254.29
Fund Balance at the End of the Period			\$599,244.60	\$ 599,244.60

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for December 2014.



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

Sworn and subscribed before me this the 4<sup>th</sup> day of March 2015.

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

My Commission Expires: 2/25/17



# Hamilton County Board of Commissioners RESOLUTION

No. 315-15

## A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

**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

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

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

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

\_\_\_\_\_  
March 18, 2015

\_\_\_\_\_  
Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**MARCH 18, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Irma Adame	PO Box 9701 Chattanooga, TN 37412 423-544-5998	Lord and Adame 1939 Central Ave. Chattanooga, TN 37408 423-757-9989
Rose Y. Arnwine	13907 Lillard Rd. Soddy Daisy, TN 37379 423-332-6100	CGLA 1802 Bailey Ave. Chattanooga, TN 37404 423-702-7230
Caroline L. Baker	1805 Hixson Pike Chattanooga, TN 37405 423-227-6661	State Farm Insurance 4830 Hwy. 58, Ste. 106 Chattanooga, TN 37416 423-894-8573
Rhonda L. Beard	8063 Savannah Trail Ooltewah, TN 37363 423-883-5363	Lectrus Corporation 1919 Polymer Dr. Chattanooga, TN 37421 423-553-6131
Kathy A. Booker	202 Signal Point Rd. Signal Mtn., TN 37377 423-886-7754	B & B Steel Erection Company, Inc. Po Box 1266 Hixson, TN 37343 423-842-4424
Marilyn L. Burchim	7346 Sterling Rd. Hixson, TN 37343 423-290-0457	JMD Group, LLC. 720 Walnut St. Chattanooga, TN 37402 423-265-8111
Michael D. Burroughs	1274 Enclave Rd. Chattanooga, TN 37415 423-870-4580	Wells Fargo Advisors 7213 Noah Reid Rd., Ste. 101 Chattanooga, TN 37421 423-305-7750
Lee Clear	9319 Royal Mountain Dr. Chattanooga, TN 37421 423-855-4899	Clear Media, LLC. 1108 Hendricks St. Chattanooga, TN 37406 423-698-8617
James T. Click	9324 Charbar Circle Chattanooga, TN 37421 423-463-7288	Morris Hill Baptist Church 1804 Morris Hill Rd. Chattanooga, TN 37421 423-892-2071
Pamela Cooke	4413 Comet Trail Hixson, TN 37343 423-877-2191	Chattanooga Police Department 3410 Amnicola Hwy. Chattanooga, TN 37406 423-421-1578

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

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Julia Fairchild	252 Raven Cliff Rd. Graysville, TN 37338 423-508-9055	Hamilton County Juvenile Court 1600 E. 3rd St. Chattanooga, TN 37404 423-209-5158
Amy V. Fleming	39 Bellflower Circle Chattanooga, TN 37411 423-298-1258	Triad Corp 1007 East Main St. Chattanooga, TN 37408 423-267-2288
Robin Lee Fouraker	520 Graham St. Chattanooga, TN 37405 423-265-8385	Fouraker Reporting Service, Inc. 520 Graham St. Chattanooga, TN 37405 423-265-8385
Jennifer M. Goble	5107 Long Hollow Rd. Rock Spring, GA 30739 706-375-3097	Sound Accounting, PLLC. PO BOX 28304 Chattanooga, TN 37424 423-648-9894
Teresa J. Gombash	141 Burgess Dr. Benton, TN 37307 423-299-9479	Hospice of Chattanooga 4411 Oakwood Dr. Chattanooga, TN 37416 423-892-4289
Karen Elaine Gouger	4405 highway 134 Whiteside, TN 37396 423-443-7036	Alltrade Construction 5972 Dayton Blvd. Chattanooga, TN 37415 423-362-8460
Annette Hadden	4445 Paula Ln. Chattanooga, TN 37415 423-875-5040	Transcomp Permit & Fuel 5901 Shallowford Rd., Ste. 104 Chattanooga, TN 37421 423-602-8722
Tabitha Denise Hamilton	437 Northmont Rd. Hixson, TN 37343 423-457-2466	Kennedy, Koontz & Klingler 320 N. Holtzclaw Ave. Chattanooga, TN 37404 423-622-4535
Amanda J. Harris	2444 Igou Ferry Rd. Soddy Daisy, TN 37379 423-331-7491	Richmar 4120 South Creek Rd. Chattanooga, TN 37406 423-362-7289
Stacie B. Helton	214 W. Newberry St. Chattanooga, TN 37415 423-718-6616	Bright School 1950 McDade Ln. Chattanooga, TN 37415 N/A

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

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
J. Huddleston	102 Hunt Ave. Chattanooga, TN 37411 423-400-1271	East Tennessee Chapter, NECA 3924 Volunteer Dr. Chattanooga, TN 37416 423-894-4357
Terry Kelley	6919 Deerwood Dr. Harrison, TN 37341 423-344-6877	Island Cove Marina & Resort 6701 Hwy. 58 Harrison, TN 37341 423-344-8331
Pamela Ingle Laymon	116 Gravitt Rd. Soddy Daisy, TN 37379 423-580-8234	Patriot Electric Co. Same Same 423-618-9990
Joe E. Manuel	5835 N. Park Rd. Hixson, TN 37343 423-266-3535	Self Employed 240 Forest Ave., Ste. 301 Chattanooga, TN 37405 423-266-3535
E. Donnell McCorkle	1962 Hardwood Ln. Soddy Daisy, TN 37379 423-843-9603	Iron Workers Local 704 2715 Belle Arbor Ave. Chattanooga, TN 37406 423-622-2111
Lori C. Ogle	579 Smith Liner Rd. Chickamauga, GA 30707 423-413-8346	State Farm Insurance 6137 Shallowford Rd., Ste. 101 Chattanooga, TN 37421 423-664-2711
Patricia Owens	755 Castleview Dr. Ringgold, GA 30736 423-400-6482	The Oak Project 730 Germantown Circle #619 Chattanooga, TN 37412 423-595-2947
Kathy Potter	3812 Thrushwood Dr. Chattanooga, TN 373415 423-424-6713	Hamilton County Clerk's Office 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-7910
Debra J. Prater	3417 Dell Trail Chattanooga, TN 37411 423-421-1312	Praters Incorporated 2712 8th Ave. Chattanooga, TN 37407 423-899-8676
Rhadonna S. Rich	35 Big Creek Ln. Ringgold, GA 30736 423-635-3317	Berry & Hunt 633 Chestnut Street, Ste. 850 Chattanooga, TN 37450 423-267-8112

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

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Matt Runyan	33 Mountain Cove Rd. Signal Mtn., TN 37377 423-886-4826	Franklin Wealth Management 4700 Hixson Pike Hixson, TN 37343 423-870-2140
Susan L. Smith	8510 Brookplace Dr. Hixson, TN 37343 423-843-2669	Westinghouse Electric Company 401 River Terminal Rd. Chattanooga, TN 37406 423-697-5110
Marissa Stockburger	3801 Wiley Ave. Chattanooga, TN 37412 928-230-5018	Merrill Lynch Two Union Square, Ste. 400 Chattanooga, TN 37402 423-752-3614
Dennis J. Sullivan	13401 Bellacoola Rd. Soddy Daisy, TN 37379 423-593-8117	Fulmer Concrete Finishing & Co., Inc. 432J-B Jersey Pike Chattanooga, TN 37416 423-855-1551
Jill D. Townsend	1128 Harbor Point Dr. Soddy Daisy, TN 37379 423-240-5947	Gearhiser, Peters, et al 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171
Elizabeth A. Tucker	6603 Harvestview Ln. Harrison, TN 37341 423-344-7785	J. Smith Lanier & Co. 605 Chestnut St. Chattanooga, TN 37450 423-424-2846
William Wasdin	10427 Jeneva Ln. Soddy Daisy, TN 37379 423-902-7558	TVA 1101 Market St., BR4B-C Chattanooga, TN 37401 423-751-8068
Gina Whitener	7525 Ooltewah-Georgetown Rd. Ooltewah, TN 37363 423-238-4295	Ooltewah Nursery 5829 Main St. Ooltewah, TN 37363 423-238-9775
Sharon S. Whitson	7227 Teaberry Court Ooltewah, TN 37363 423-238-3679	HealthPort PO Box 409822 Atlanta, GA 30384 800-367-1500
Katie Wixom	4111 Fountain Ave. Chattanooga, TN 37412 423-314-6492	Donny Garner Ins. Agency 4878 South Terrace Chattanooga, TN 37412 423-899-5512

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**MARCH 18, 2015**

**NAME**

**RESIDENCE**

**BUSINESS**

Charles Wright, Jr.

4572 Longhollow Rd.  
Ringgold, GA 30736  
706-375-3785

River City Legal Group, PLLC.  
3116 Brainerd Rd., Ste. A  
Chattanooga, TN 37411  
423-493-1926

Chuck Yarbrough

1144 Enclave Rd.  
Chattanooga, TN 37415  
423-664-2431

State Farm Agent  
5928 Hixson Pike, Ste. A-308  
Hixson, TN 37343  
423-842-3700

A.M. Yother

1333 Dream Catcher Way  
Hixson, TN 37343  
423-877-8223

Northgate Auto Brokers  
4612 Hixson Pike  
Hixson, TN 37343  
423-875-3439



## Hamilton County Board of Commissioners

# RESOLUTION

No. 315-16

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR AND COUNTY CLERK TO RENEW A CONTRACT WITH BUSINESS INFORMATION SYSTEMS (BIS) FOR THE ANNUAL MAINTENANCE OF A MOTOR VEHICLE SYSTEM SOFTWARE PACKAGE FOR A CONTRACT PERIOD ENDING JUNE 30, 2020 AT A COST OF \$15,000.00 ANNUALLY.**

**WHEREAS,** Resolution No. 410-18 authorized the County Mayor and County Clerk to enter into a contract with Business Information Systems (BIS) for the licensing and maintenance of a motor vehicle system software package; and

**WHEREAS,** BIS in providing title and registration custom software to 93 of the 95 Tennessee counties works very closely with the Department of Revenue's Title and Registration Division; and

**WHEREAS,** the current BIS maintenance agreement with Hamilton County will expire in April 2015; and

**WHEREAS,** the Hamilton County Clerk wishes to continue the contractual relationship with BIS to provide customized motor vehicle services to benefit Hamilton County motorists; and

**WHEREAS,** to continue this relationship it will incur an annual maintenance costs of \$15,000; and

**WHEREAS,** This maintenance cost has not increased since the previous contract, and the service has been excellent. County Clerk Bill Knowles recommends a new five year agreement to be paid from earmarked funds provided by the Department of Revenue for fiscal year 2015-2016 and each year thereafter until the contract is terminated or expires.

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

That the Mayor and County Clerk are authorized to execute the attached contract.

**BE IT FURTHER RESOLVED BY 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

March 18, 2015

\_\_\_\_\_

Date

**BUSINESS INFORMATION SYSTEMS  
SOFTWARE MAINTENANCE CONTRACT  
TERMS & CONDITIONS**

This agreement is entered into by Business Information Systems, hereafter referred to as “Vendor” and the Clerks Office, hereafter referred to as “Customer”. This agreement supercedes all previous software agreements. Customer agrees to pay vendor a yearly fee to provide certain support for computer software installed.

Vendor and Customer agree that the following terms and conditions will apply to the maintenance services provided by Vendor for the software specified herein.

**1. TERM**

Vendor shall provide the services described below for the software as of April 7, 2015 current year and shall continue in full force and effect for a period of five (5) years.

**2. SOFTWARE**

The software subject to the maintenance services provided by Vendor shall consist of the software specified on the maintenance list included with the attached invoice. Customer may add software to this agreement upon acceptance by Vendor.

**3. RESPONSE**

Response time, upon notification of the nearest Vendor office of program failure, shall be as quick as possible, usually no later than one working day following the request for service. This quick response time will be maintained primarily by offering preferential scheduling for all contract holders.

**4. MAINTENANCE SERVICES**

Vendor shall provide to Customer the following services:

- A. Unlimited local or 800 telephone support to answer any questions related to the software during the hours of 8:00 a.m. to 6:00 p.m. EST Mon-Fri and 8:00 a.m. to 1:00 p.m. EST Sat. Unlimited email support.
- B. Unlimited support via internet to fix any “bugs” or problems caused by the software purchased from Vendor.
- C. On-site support, if necessary, to fix any “bugs” or problems caused by the software purchased from Vendor.

- D. Installation and training on all upgrades made to the applications software by Vendor.
- E. Programming changes needed to meet state mandated requirements. These changes may, at Vendor discretion, only be made to systems running the current supported version of application software.

**5. EXCLUSIONS**

Maintenance services shall not include the following:

- A. Any requested programming changes not needed to meet any state mandated requirements. All other request will be at the discretion of Vendor and will notify county if the changes will be billable.
- B. Cost of any future upgrades/versions released for the operating system software (Unix, Linux, Microsoft Windows, Sunbelt or Database Management System software, etc.).
- C. Damage resulting to the software or system caused by hardware failures, power failures, acts of any persons other than Vendor personnel, vandalism or any illegal acts, or any acts of God.
- D. Any programming changes needed to make the software work on different types of terminals, printers, etc. that are added to the system in the future not purchased from Vendor or a state requirement.
- E. Training new employees or additional training for any employees after the initial training is at the discretion of the Vendor and will notify county if training is to be billable.
- F. Any programming or system support resulting from not performing daily, weekly, and monthly backups.
- G. Damage or problems caused by computer viruses, internet access, downloaded files, screensavers, spyware, etc.

**6. CUSTOMER RESPONSIBILITIES**

- A. Customer must have an appropriate communication method to enable Vendor to access Customer's server and VNC access to computer to provide software maintenance and support.
- B. All service, both preventative and corrective, must depend upon the availability of the complete system for the use of Vendor

personnel, within a reasonable time period as needed by the Vendor. Customer will schedule this availability with Vendor. All delays due to non-conformance will be invoiced at Vendor's standard hourly rates, plus reasonable out-of-pocket travel expenses.

- C. Customer shall provide a detailed description of the problem and exact error message code (if any) and access to the person intimately acquainted with the problem.

7. **FEES AND CHARGES**

- A. The maintenance fees specified herein shall be calculated from the date the software is installed and available for use by Customer. In the event the software has already been installed, unless otherwise specified herein, the maintenance fees shall be calculated from the date Customer's acceptance of this Agreement.
- B. Maintenance fees shall be invoiced annually and will be due and payable by the first day of each period.
- C. Other fees or charges incurred by Customer under this Agreement shall be invoiced separately by Vendor and shall be payable twenty (20) days after the date of invoice.
- D. The amounts due to Vendor as set forth herein are net amounts to be received by Vendor, exclusive of all taxes, and are not subject to reduction or off-set because of any costs, expenses or liabilities incurred by Customer or imposed on Vendor in the performance of this Agreement.
- E. Customer shall be responsible for and shall pay directly, any and all taxes, duties, or charges incurred as a result of this agreement, including but not limited to taxes, duties or charges incurred as a result of this agreement, including but not limited to taxes, duties or charges imposed by Federal, State or Local Governmental authorities, but excluding U.S. Corporate Income Taxes of Vendor.
- F. Failure to pay maintenance fees and invoices as specified herein shall constitute a material breach hereof and may result in assessment of late payment charge at a rate of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is less, for any outstanding fees or payments as required herein.
- G. The maintenance fees and charges specified herein are subject to change by Vendor, effective on the (5) year date of the effective date of this Agreement or at any time thereafter subject to ninety (90) days prior written notice to customer.

I. The maintenance provided by the vendor is \$15,000.00 per year.

8. **PERSONNEL**

In recognition of the fact that Vendor personnel provided to the Customer under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Vendor from performing such similar services or restrict Vendor from using in any way the personnel provided to the Customer under this Agreement.

Vendor will make every effort consistent with sound business practices to honor the specific requests of the Customer with regard to the assignment of its employees; however, Vendor reserves the sole right to determine the assignment of its employees.

9. **CONTROL AND SUPERVISION**

Customer tasks on which Vendor personnel assist shall remain under the supervision, management and control of the Customer, and Customer shall be solely responsible for the successful performance of such tasks.

10. **PROPRIETARY INFORMATION**

With respect to financial, statistical and personnel data relating to the Customer's business which is proprietary to the Customer and is clearly so designated and submitted in writing to Vendor by the Customer in order to carry out this Agreement, Vendor will instruct its personnel to protect the proprietary nature of such information by using the same care and discretion that they use with similar data which Vendor designates as proprietary. With respect to technical data relating to the Customer's business, which is proprietary and is submitted to Vendor in writing by the Customer in order for Vendor to carry out its work under this Agreement, such data must clearly be marked as proprietary. Vendor will instruct its personnel to respect the proprietary nature of such information by using the same care and discretion with regard to the identified technical data as they use with similar data, which Vendor designates as proprietary. However, Vendor shall not be required to keep proprietary any data, which is, or becomes publicly available, is already in Vendor's possession, is independently developed by Vendor outside the scope of this Agreement, or is rightfully obtained, from third parties.

In addition, Vendor shall not be required to keep proprietary any ideas, concepts, know-how, or techniques relating to data processing submitted to Vendor or developed during the course of the Agreement by Vendor personnel or jointly by Vendor and Customer personnel.

11. **RIGHTS IN DATA**

All original written material including programs, CDs, DVDs, tapes, listings and other programming documentation in any form and in any media originated and prepared for the Customer pursuant to the Agreement shall belong to Vendor.

12. **LIMITED WARRANTY**

A. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL VENDOR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. CUSTOMER WARRANTS AND REPRESENTS TO VENDOR THAT SERVICES PERFORMED BY VENDOR WILL NOT INFRINGE UPON ANY COPYRIGHTS OR ANY OTHER AGREEMENTS ENTERED INTO BY CUSTOMER, AND THAT VENDOR WILL BE HELD HARMLESS FOR THIS OR ANY OTHER POSSIBLE VIOLATIONS UNLESS VENDOR HAS BEEN NOTIFIED IN WRITING OF SAID INSTANCE, AND HAS ACKNOWLEDGED THIS NOTIFICATION IN WRITING. SPECIFICALLY, CUSTOMER WARRANTS THAT VENDOR MAY COPY ALL PROGRAM AND DATA FILES, BOTH ON PAPER AND ON MAGNETIC MEDIA SUCH AS DISKS AND TAPES. CUSTOMER FURTHER WARRANTS THAT PROPER LICENSE OR SUBLICENSE IS HELD BY CUSTOMER TO ALL OPERATING SYSTEM SOFTWARE, LANGUAGE SYSTEM SOFTWARE, AND ANY OTHER PROPRIETARY SOFTWARE.

13. **LIMITATIONS OF LIABILITY**

In no event shall Vendor any of its officers, directors, employees, shareholders, or representatives be liable to Customer or any third party for any special, indirect, incidental, or consequential damages or losses of any nature, including but not limited to damages resulting from delay, loss of profits, loss of good will or other economic loss which may arise in connection with Customers; use of or inability to use the Software or service provided hereunder, even if Vendor has been notified of the possibility or likelihood of such damages occurring. Customer agrees that the limitation set forth herein shall survive in full force and effect despite any termination of this agreement. Under no circumstances shall the liability of Vendor to Customer exceed the annual maintenance fees received by Vendor from Customer under this agreement.

14. **TERMINATION**

- A. Customer may terminate this Agreement upon ninety (90) days prior written notice of the anniversary date to Vendor.
- B. Vendor or Customer may terminate this Agreement upon the occurrence of a material breach by Customer which is not cured within ten (10) days after the date of written notice to the Customer.
- C. In the event of termination of this Agreement for any reason, all fees and charges due and owing to Vendor shall become immediately due and payable to Vendor.
- D. Performance – Cure Period.

Should Vendor fail to provide quality maintenance service under this agreement, the Customer shall advise Vendor's management of their inadequacy in writing. If this inadequacy is not corrected within a fifteen (15) day cure period, then the Customer may terminate this Agreement immediately. Vendor will refund Customer the pro rated portion of annual fees paid as of date of termination.

15. **GENERAL**

- A. Vendor shall not be liable or deemed to be in default or failure in performance under this Agreement or for any interruption resulting directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor, transportation, or any similar or dissimilar cause beyond the reasonable control of Vendor.
- B. This Agreement shall be governed by interpreted and construed in accordance with laws of the State of Tennessee.
- C. Customer nor Vendor may not assign, transfer, or pledge this Agreement or any right of any kind therein, in any manner without prior written consent of Vendor.
- D. This Agreement may only be modified or amended by a writing executed by an authorized representative of both parties hereto.
- E. If Vendor at any time does not enforce or require strict compliance with or performance of any term or condition of this agreement, such act or omission shall not be construed as a waiver or any impairment of any term or condition

or of the right of Vendor at any time to remedies which it may have for any breach.

F. This Agreement constitutes the complete and exclusive statement of mutual understanding of the parties with respect to the subject matter hereof and supercedes and cancels all previous and contemporaneous written and oral agreements and communications relating thereto.

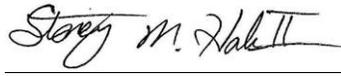
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth on the cover page hereof.

**VENDOR:**

**CUSTOMER:**

BUSINESS INFORMATION SYSTEMS

COUNTY: Hamilton County Clerk

SIGNATURE: 

SIGNATURE: \_\_\_\_\_

NAME: Stoney M. Hale II

NAME: \_\_\_\_\_

TITLE: Solutions Consultant

TITLE: \_\_\_\_\_

DATE: 1/13/2015

DATE: \_\_\_\_\_



## Hamilton County Board of Commissioners RESOLUTION

No. 315-17

**A RESOLUTION TO ACCEPT A DONATION IN THE AMOUNT OF \$12,500 FROM THE AEGIS FOUNDATION OF GREATER CHATTANOOGA TO PURCHASE BODY WORN CAMERAS AND RELATED EQUIPMENT UPON SELECTED PATROL OFFICERS.**

**WHEREAS**, funding for such has already been secured by a donation from the “AEGIS Foundation” to be used for Law Enforcement purposes; and

**WHEREAS**, body worn cameras have been proven to protect both officers and citizens of the general public from possible false or misleading allegations which may arise while carrying out the duties of law enforcement; and

**WHEREAS**, all parties of Hamilton County agree that it would be of the best interest of all parties to be proactive and attempt to prevent any misleading and false accusations from either the general public or law enforcement. Body worn cameras provide a reasonable and effective approach to carry out this task.

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

To accept the donation from the AEGIS Law Enforcement Foundation of Greater Chattanooga to purchase the body worn cameras and related equipment by increasing the Sheriff’s Capital Budget revenue and expenditure budget by \$12,500 for FY 2015.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-18

A RESOLUTION ACCEPTING THE PROPOSAL OF SECURUS TECHNOLOGIES TO PROVIDE INMATE VIDEO VISITATION FOR THE HAMILTON COUNTY JAIL AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACT NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS; proposals were received in response to public advertisement to provide inmate video visitation for the Hamilton County Jail; and,

WHEREAS, the proposals were evaluated based on the criteria listed in the Request for Proposal and later cost evaluated on the costs to the inmate / visitor when utilizing the system and revenue potential for Hamilton County; and,

WHEREAS, the proposal offered by Securus Technologies was considered to be the best overall proposal received; and,

WHEREAS, the implementation of this service should result in both a cost savings to the Sheriff's office by reducing corrections officers hours necessary to move inmates to the visitation area, as well as generate revenue from the County's share of the commission from the call charges to the visitor; and,

WHEREAS, the on-site visitation services will also utilize the video visitation capabilities but will be free of charge for those visiting from the current visitation area; and,

WHEREAS, Securus Technologies currently provides the Inmate Phone System for the County Jail as approved on Resolution 614-25 for a term of three (3) years with the option to renew for two (2) additional one (1) year periods; and

WHEREAS, Securus has agreed to amend the phone system master contract to incorporate the Inmate Video Visitation Services for the full five (5) year term for both services, extending this contract through December 4, 2019; and

WHEREAS, County funds will not be required to support this service.

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

That the proposal from Securus Technologies to provide Inmate Video Visitation for the Hamilton County Jail is hereby accepted, said proposal being the best overall proposal received and authorizing the County Mayor to sign

any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 18, 2015

\_\_\_\_\_

Date

## **Inmate Video Visitation System Recommendation**

### **Background**

Hamilton County in conjunction with the Hamilton County Sheriff's office issued an RFP (# 0814-015) for an inmate video visitation system for the Hamilton County Jail that will combine state-of-the-art technology and web-based equipment with the highest level of support and cooperation from the selected vendor. The host/central processor will be on-site at the Hamilton County facility and allow multi-level password security access.

The County will provide, at its cost, necessary space and booth construction for video visitation stations in a designed area in the facility. The vendor will be fully responsible for all equipment, networking electronics and data line (ISP) costs, installation and maintenance. The proposed system will be expected to provide revenue to the County without the expense of a customer-owned system.

The proposed system will be set up so that video visits will be able to be accomplished both from the jail lobby visitor booths as well as by visitors utilizing Internet access from outside of the jail connecting to stations in the jail – on a scheduled basis.

In addition to offering this means of communication to the inmates, the installation of this system in the jail will result in less staff time being required to support the movement of inmates from the cell floor to the lobby visitor stations. This alone is expected to save the jail approximately 120 labor hours per month, currently costing approximately \$32,000 per year.

### **RFP Responses**

Proposals were received from the following three vendors:

- Securus
- Homwav
- Black Creek

Evaluations were first based on the financial mandatory requirement: *“The proposal must include the furnishing of all equipment, accessories, data base information, software, hardware, labor and materials for the installation and operation of the system. It must be understood that the successful vendor will be responsible for all costs associated with the video visitation system, both prior to installation and for continued operation costs throughout the term of the contract”.*

Based on the financial mandatory requirement above, we quickly eliminated from consideration two of the choices, Homwav and Black Creek, as they did not meet the requirement of adding a provision to their respective proposals to take responsibility for all costs.

The remaining was further evaluated and considered to be the leading candidate:

- Securus

After a full review of the proposal submitted, the County and HCSO negotiated a contract with Securus. Additionally, we have visited facilities with the Securus system installed and have had them onsite for demonstrations on multiple occasions. They are also the current vendor for our Inmate Phone System.

**Evaluation and Recommendation**

Additionally, cost was evaluated on three factors: 1. the costs to the inmate / visitor when utilizing the system; 2. the costs to Hamilton County; and 3. revenue potential for Hamilton County.

1. *The Costs to the inmate:* The Hamilton County facility visitor stations will be at no cost to the visitor and/or inmate in the cell. There will be a charge of \$.50 per minute in thirty minute increments for off-site (i.e., home, office) Internet visits.
2. *The Costs to Hamilton County:* Hamilton County is receiving delivery and installation of 55 video visitation stations, scheduling/management software, installation of all computer networking needed to make the system operational, and training. There will be no budgeted capital outlay for Hamilton County, however, we are extending our Inmate Phone System Master Contract to the full five years with Securus and incorporating the Inmate Video Visitation System under this Master Contract, we are surrendering any earned revenue above the \$300,000 Inmate Phone System Minimum Annual Guarantee for the 1<sup>st</sup> and 2<sup>nd</sup> year not to exceed \$60,000, and we are waiving the performance bond requirement.
3. Revenue potential for Hamilton County. They are proposing a revenue share based on the following table:

<b>\$ 3,750</b>	<b>20%</b>	<b>20% Paid on Revenue above Threshold</b>	<b>\$15 for 30 mins.</b>
<b>\$ 5,625</b>	<b>30%</b>	<b>30% Paid on Revenue above Threshold</b>	<b>\$15 for 30 mins.</b>
<b>\$ 7,500</b>	<b>40%</b>	<b>40% Paid on Revenue above Threshold</b>	<b>\$15 for 30 mins.</b>
<b>\$ 11,250</b>	<b>50%</b>	<b>50% Paid on Revenue above Threshold</b>	<b>\$15 for 30 mins.</b>

Based on information from analysis from other jails with similar systems installed and utilizing the proposal from Securus, we estimate that Hamilton County should begin to see revenue flow to the County within six months. Be aware, however, that this estimate is dependent on inmate and Internet usage of the system. This revenue will be in addition to the cost reductions which will result from less staff being utilized in the movement of inmates.

Based on a careful evaluation of how well each of the prospective vendors could meet the criteria considered, ***Securus is our recommendation for the provision of this system.***



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

- Home
  - Solicitations
  - Vendors
  - Reports
- Setup
  - Events
  - Categories
  - Documents
  - Questions
  - Bidders
  - Bids
  - Log

**Solicitation 0814-015 - Log**  
**Inmate Video Visitation System**

8/01/2014 7:58 AM Eastern

Bids Due Date/Time: 9/05/2014 2:00:00 PM Eastern

**Visible to Vendors:** Currently Hidden **Bids Due:** 9/05/2014 2:00:00 PM Eastern  
[Show](#)

Message Summary	Message Detail	Document Detail					
<p><b>Message Summary</b>    export     print     <span style="float: right;">Records Per Page <input type="text" value="10"/></span></p>							
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
8/01/2014 7:58:15AM	Eastern	Linda Chumbler	<a href="#">0814-015 - Inmate Video Visitation System</a>	<a href="#">Invitation</a>	Please click of the above solicitation number to access bid documents.	947	0

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

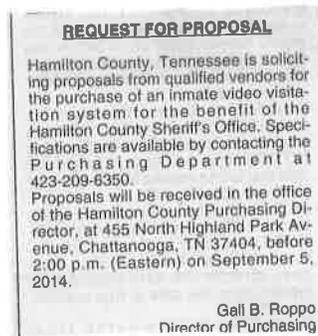
**Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Tuesday, August 1, 2014, as follows:**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals from qualified vendors for the purchase of an inmate video visitation system for the benefit of the Hamilton County Sheriff's Office. Specifications are available by contacting the Purchasing Department at 423-209-6350.

Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:00 p.m. (Eastern) on September 5, 2014.

Gail B. Roppo  
Director of Purchasing





# Hamilton County Board of Commissioners RESOLUTION

No. 315-19

A RESOLUTION ACCEPTING THE BIDS OF ACME SUPPLY COMPANY, LTD, BOB BARKER COMPANY, INC., HBD INC. DBA PACIFIC CONCEPTS, ICS JAIL SUPPLIES, INC., CAROLINA TEXTILES, IDEL INTERNATIONAL TRADING, INC., AND UNIFORM MANUFACTURING, INC., FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MARCH 20, 2015, THROUGH MARCH 19, 2016, FOR CLOTHING AND MISCELLANEOUS ITEMS FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for clothing and miscellaneous items for the jail; and,

WHEREAS, the bids from Acme Supply Company, LTD, Bob Barker Company, Inc., HBD, Inc. dba Pacific Concepts, ICS Jail Supplies, Inc., Carolina Textiles, Idel International Trading, Inc., and Uniform Manufacturing, Inc., were considered to be the lowest and best bids received; and,

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

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

That the bids of Acme Supply Company, LTD, Bob Barker Company, Inc., HBD Inc. dba Pacific Concepts, ICS Jail Supplies, Inc., Carolina Textiles, Idel International Trading, Inc., and Uniform Manufacturing, Inc. for one (1) year contract pricing, beginning March 21, 2014, through March 20, 2015, for clothing and miscellaneous items for the Sheriff's Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date

Bid: 0115-105 Clothing & Miscellaneous Items  
Hamilton County, Tennessee

**SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing for Clothing and Miscellaneous Items for the Hamilton County Jail. This contract pricing will start on March 21, 2015 through March 20, 2016.

**Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on February 9, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 011-105: Clothing & Miscellaneous Items". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0115-105 Clothing & Miscellaneous Items	Bid #0115-105 Clothing & Miscellaneous Items
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

**All goods to be delivered F.O.B**

Bid prices to include shipping and delivery to:  
Hamilton County Jail  
601 Walnut Street  
Chattanooga, TN 37402

**ANY FUEL CHARGES MUST BE NOTED IN BID RESPONSE OR WILL NOT BE PAID. THIS BID IS F.O.B. CHATTANOOGA, TENNESSEE.**

**Contacts**

Questions concerning product specifications should be directed to Sgt. Slaughter at 423-209-7131.

Questions concerning bid procedures should be directed to the Purchasing Department, Linda Chumbler at 423-209-635.

**SPECIFICATIONS & PRICING SHEET  
CLOTHING & MISCELLANEOUS ITEMS  
HAMILTON COUNTY JAIL**

DESCRIPTION	SIZE	UNIT PRICE	UNIT MEASURED
<b><u>1. V-STRAP THONG - FLIP FLOP (SANDAL)</u></b>			
Est. usage: 10 Dozen	*Small 6-7	_____	DZ
Slip-On Sandals	Med 8-9	_____	DZ
Color: Black	Large 10-11	_____	DZ
	X-Large 12-13	_____	DZ
	2X-Large 13-15	_____	DZ

\*Estimated Usage is a mix of size 6-15 - 120 Pair or TOTAL 10 DOZEN

<b><u>2. SANDALS EVA (Ethyl Vinyl Acetate)</u></b>			
Est. usage: 3,500 pr/yr*	Small	_____	PAIR
Slip-on Sandals	Medium	_____	PAIR
Ethyl Vinyl Acetate(EVA)	Large	_____	PAIR
Soles must be solid	X-Large	_____	PAIR
Color: Orange	2X-Large	_____	PAIR
	3X-Large	_____	PAIR *

\*Estimated Usage is a mix of size SM-3XL- TOTAL 3,500 PAIR

<b><u>3. SOCKS TUBE</u></b>			
Est. Usage: 500 Dozen		_____	DZ
Color: Orange			
Size: One Size Fits All			
77% Cotton/23% Polyester Blend			

<b><u>4. BOOTS</u></b>			
Est. Usage: 25 Pair*	4	_____	PAIR
Color: Black Only	5	_____	PAIR
Size: Mixed 4-15	6	_____	PAIR
PVC – Anti Skid	7	_____	PAIR
Plain Toe	8	_____	PAIR
	9	_____	PAIR
	10	_____	PAIR
	11	_____	PAIR
	12	_____	PAIR
	13	_____	PAIR
	14	_____	PAIR
	15	_____	PAIR

\*Estimated Usage is a mix of size 4-15

**5. BOXER SHORTS**

Est. Usage: 100 Dozen	S-XL	_____	_____	DOZ
Color: Brown	2XL	_____	_____	DOZ
Size: Mixed	3XL	_____	_____	DOZ
Elastic Waistband	4XL	_____	_____	DOZ
With Fly Front	5XL	_____	_____	DOZ
Poly/Cotton Blend	6XL	_____	_____	DOZ
	7XL	_____	_____	DOZ

**6. T-SHIRTS**

Est. Usage: 100 Dozen	S-XL	_____	_____	DOZ
Color: Brown	2XL	_____	_____	DOZ
Size: Mixed	3XL	_____	_____	DOZ
Crew Neck	4XL	_____	_____	DOZ
Poly/Cotton Blend	5XL	_____	_____	DOZ
	6XL	_____	_____	DOZ
	7XL	_____	_____	DOZ

**7. SLEEVELESS T-SHIRTS**

Est. Usage: 50 Dozen	S-XL	_____	_____	DOZ
Color: Brown	2XL	_____	_____	DOZ
Size: Mixed	3XL	_____	_____	DOZ
Poly/Cotton Blend	4XL	_____	_____	DOZ
	5XL	_____	_____	DOZ
	6XL	_____	_____	DOZ
	7XL	_____	_____	DOZ

**SPECIFICATION FOR ALL UNIFORMS:**

- One Piece Jumpsuit
- Elasticized waistband
- One (1) breast pocket
- Consistent fabric weight: Iron clad industrial fabric finish
- Heavy duty thread: 3-needle stitched on all seams, Hemmed sleeves and bottoms
- Reinforcing Bar Tacks, Color-coded size labels
- Solid brass nickel plated snaps; Raglan sleeves;
- Machine Washable - Bleach resistant dye.
- Stenciling is to be included and should read "HAMILTON COUNTY JAIL" in 3" block lettering.
- Stenciling will be in black ink and located on back of uniform  
(see exception: Grey and Dark Green- White lettering)
- Stenciling for Item #13 – Grey Uniforms will read "JAIL KITCHEN" with White lettering on back of uniform.

**Must delivered uniforms no more than forty-five (45) days of order.**

**8. UNIFORMS WITH BLACK STENCILING**

Yellow Uniforms	S-XL	_____	_____	EA
Est. Usage: 50*	2XL	_____	_____	EA
	3XL	_____	_____	EA
	4XL	_____	_____	EA
	5XL	_____	_____	EA
	6XL	_____	_____	EA
	7XL	_____	_____	EA
	8XL	_____	_____	EA
	9XL	_____	_____	EA
	10XL	_____	_____	EA

\*Estimated Usage is a mix of size

**9. UNIFORMS WITH BLACK STENCILING**

Red Uniforms	S-XL	_____	_____	EA
Est. Usage: 100*	2XL	_____	_____	EA
	3XL	_____	_____	EA
	4XL	_____	_____	EA
	5XL	_____	_____	EA
	6XL	_____	_____	EA
	7XL	_____	_____	EA
	8XL	_____	_____	EA
	9XL	_____	_____	EA
	10XL	_____	_____	EA

\*Estimated Usage is a mix of size

**10. UNIFORMS WITH BLACK STENCILING**

Orange Uniforms	S-XL	_____	_____	EA
Est. Usage: 150	2XL	_____	_____	EA
	3XL	_____	_____	EA
	4XL	_____	_____	EA
	5XL	_____	_____	EA
	6XL	_____	_____	EA
	7XL	_____	_____	EA
	8XL	_____	_____	EA
	9XL	_____	_____	EA
	10XL	_____	_____	EA

\*Estimated Usage is a mix of size

**11. UNIFORMS WITH WHITE STENCILING**

Dark Green Uniform	S-XL	_____	_____	EA
Est. Usage: 50	2XL	_____	_____	EA
	3XL	_____	_____	EA
	4XL	_____	_____	EA
	5XL	_____	_____	EA

Bid#0115-105 Clothing & Miscellaneous Items  
Hamilton County, TN

6XL	_____	_____	EA
7XL	_____	_____	EA
8XL	_____	_____	EA
9XL	_____	_____	EA
10XL	_____	_____	EA

\*Estimated Usage is a mix of size - White Stenciling Only

**12. UNIFORMS WITH BLACK STENCILING**

Hot Pink Uniform	Med	_____	_____	EA
Est. Usage: 24	Large	_____	_____	EA
	XL	_____	_____	EA
	2XL	_____	_____	EA
	3XL	_____	_____	EA
	4XL	_____	_____	EA
	5XL	_____	_____	EA
	6XL	_____	_____	EA

\*Estimated Usage is a mix of size

**13. UNIFORMS WITH WHITE STENCILING - 'JAIL KITCHEN'**

Grey Uniform	LG-XL	_____	_____	EA
Est. Usage: 20	2XL	_____	_____	EA
	3XL	_____	_____	EA
	4XL	_____	_____	EA
	5XL	_____	_____	EA
	6XL	_____	_____	EA
	7XL	_____	_____	EA
	8XL	_____	_____	EA
	9XL	_____	_____	EA
	10XL	_____	_____	EA

\*Estimated Usage is a mix of size

Grey Uniforms – White stenciling will be 3” blocked lettering which states:

“JAIL KITCHEN”      White Stenciling Only

**14. SAFETY SMOCK**

Est. Usage: 20	_____	_____	EA
----------------	-------	-------	----

Size: Adjustable Smock to fit chest 44” to 56”

Color: Sherwood Green

Adjustable Velcro fasteners;

Minimum: Two heavy-duty 650-denier polyester outside layers

Lockstitch quilted to polyester inner batting with bonded heavy nylon stitching

Flame Resistant; Tearing Resistant; Machine Washable;

High Quality and Heavy Duty Construction

Provide sample upon request for safety inspection

**15. SUICIDE BLANKETS**

Est. Usage: 24  
Size: 54" x 80"  
Color: Sherwood Green  
High Quality Construction; Heavy Duty Construction  
Minimum: Two heavy-duty 650-denier polyester outside layers  
Lockstitch quilted to polyester inner batting with bonded heavy nylon stitching  
Flame Resistant; Tearing Resistant; Machine Washable  
Provide sample upon request for safety inspection

EA

**16. COZY BLANKET**

Est. Usage: 250 each  
Size: 66"x90"  
Color: Grey or Grey with striping  
Synthetic blends with cotton with over edge stitching  
Machine washable (must wash easily) and Tumble Dry (quickly)

EA

**17. SHEETS**

Est. Usage: 480 Each - 40 Dozen  
Size: 58" x 90" Flat Only  
Color: Brown  
Poly/cotton Blend  
Packaged: Dozen

EA

**18. WASH CLOTHS**

Est. Usage: 504 Each – 42 Dozen  
Size: 12" x 12"  
Color: Brown  
Budget Grade 100% Cotton Terry  
Packaged: By Dozen

EA

**19. TOWELS**

Est. Usage: 300 Each - 25 Dozen  
Size: 20" x 40"  
Color: Brown  
Budget Grade 100% Cotton Terry  
Packaged: By Dozen

EA

**20. MATTERESSES**

Est. Usage: 150 Each  
Size: 4" X 25" X 75" With Built-in Pillow  
Color: Green or light blue  
High Density Foam Core, Flame Resistant  
Must be able to wipe clean with soap and water or a diluted disinfectant,  
Non Allergenic  
Packaged: Each

EA

**21. LAUNDRY BAGS**

\_\_\_\_\_ DZ

Est. Usage: 1,008 or 84 Dozen  
Size: 24" x 36"  
Color: White  
At least 50% Cotton  
White Mesh  
No Draw String Closures  
Sewn-on Cloth ID Tag – Located on bottom corner  
Must withstand 190 Degree Heat Washing/Drying  
Packaged: By Dozen

**22. HALF GARMENT BAGS WITH HANGERS**

\_\_\_\_\_ EA

Est. Usage: 80 Each  
Size: 20" x 24"  
Color: Black  
Property Bags with Hanger and Zipper across top of bag and lockable  
Include 6" w x 4" h Clear ID Pocket  
Packaged: Each

**23. GARMENT BAGS WITH HANGERS**

\_\_\_\_\_ EA

Est. Usage: 80 Each  
Size: Main Compartment Opening – 26" L  
Front outside Pocket – 14" x 22"  
NO SHOE POCKET NEEDED  
Color: N/A  
Non-Lockable with open top and hanger  
Reinforced with double needle sewn twill tape  
All major seams reinforces bias for a clean finish and extra durability  
Wide gusset and a 6" w" x 4" h non-removable clear vinyl document pocket outside front  
Mildew and rot-resistant polyester mesh  
Packaged: Each

**24. SHOWER CURTAINS**

\_\_\_\_\_ EA

Est. Usage: 600 Each  
Size: 36" x 82" with Velcro Closure  
Color: Clear Top  
Light Green mid-section  
Clear bottom  
Hook Less heavy duty with minimum 12 oz. weight  
Velcro strips to hold curtain with 4" overlap at top  
2 ply vinyl, tear resistant, flame-retardant,  
Resists mildew, fungi and bacteria

**25. SHOWER CURTAIN WITH SHADOW VIEW**

\_\_\_\_\_ EA

Est. Usage: Undetermined  
Size 36" x 82" with Velcro Closure  
Color: Shadow View or heavy gauge frosted

Bid#0115-105 Clothing & Miscellaneous Items  
Hamilton County, TN

Hook Less heavy duty with minimum 12 oz. weight  
Velcro strips to hold curtain with 4" overlap at top  
2 ply vinyl, tear resistant, flame-retardant,  
Resists mildew, fungi and bacteria; Rust Proof Snaps

**26. CLINCHER PHOTO ID WRISTBAND**

Est. Usage: 30,000 Each  
Size: Extra Wide 1.25" width  
Color: Solid Color  
Metal Fasteners, Blue and Yellow for Colors  
Must be able to accommodate standard bar code  
Inmate data sealed in and protected through laminating process  
Packaged: Case  
State quantity per case. 500

\_\_\_\_\_ CASE

**27. ORANGE PULL TITE SEALS**

Est. Usage: 40,000 Seals  
Color: Orange - Hot Stamped Numbering:  
Randomly numbered for tampered security  
One-way seals must be cut for removal  
Polypropylene Plastic  
Packaged: Case  
State quantity per case. 1,000

\_\_\_\_\_ CASE

**28. COFFEE CUP**

**Issued to Inmate**  
Est. Usage: 800 cups or 11 cases  
Size: 7.5 oz Capacity 3 1/2" High  
Color: Buff  
Polypropylene Cup-Reusable  
Packaged: Case – 72 cups per case

\_\_\_\_\_ EA

**29. SWEAT PANTS**

Est. Usage: 100 Each  
Size: Assorted SM, Med, LG, XLG, 2XLG, 3XLG  
Color: Grey  
7.5oz - 50% Cotton 50% Poly  
Elastic Waistband  
Packaged: Each

\_\_\_\_\_ EA

**30. SWEAT SHIRTS**

Est. Usage: 100 Each  
Size: Assorted SM, Med, LG, XLG, 2XLG, 3XLG  
Color: Grey – Crewneck Pullover  
7.5oz - 50% Cotton 50% Poly  
Packaged: Each

\_\_\_\_\_ EA

Bid#0115-105 Clothing & Miscellaneous Items  
Hamilton County, TN

**31. BLANKET WOOL FREE 100% FIBER WOVEN POLYESTER** \_\_\_\_\_ **EA**

Est. Usage: 150 per year

Size: 62" x 80" hemmed on all sides

Color: Tan or Brown

100% Fiber Woven Polyester/Wool Free

Fire Resistant / ASTM-D 4151

Machine Wash and Dry

Model: BL/Ryder BLANKET OR EQUIVALENT

Packaged: Each

**Bid Submitted By:** \_\_\_\_\_

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

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

### AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

Jim M. Coppinger  
County Mayor



Gail B. Roppo  
Director  
Purchasing Department

## Hamilton County, Tennessee

January 28, 2015

Addendum 1

Title: Clothing and Miscellaneous Items for the Jail

Bid/RFP#: 0115-105

Please add additional information to the specifications for Line #20 – Mattress with pillow:

High Density Foam Core, Flame Resistant

Or similar densified polyester core compressed to a 4” finished height, Flame Resistant

Hamilton County reserves the right to request samples before award of bid for mattresses.

We are sorry for any inconvenience this may have caused.

Regards,

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

Gail B. Roppo

Director of Purchasing



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

[Home](#)

[Solicitations](#)

[Vendors](#)

[Reports](#)

[Setup](#)

[Events](#)

[Categories](#)

[Documents](#)

[Questions](#)

[Bidders](#)

[Bids](#)

[Log](#)

**Solicitation 0115-105 - Log**

1/27/2015 7:56 AM Eastern

**Clothing & Miscellaneous Items for Jail**

Bids Due Date/Time: 2/09/2015 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 2/09/2015 10:30:00 AM Eastern  
[Hide](#)

Message Summary

Message Detail

Document Detail

**Message Summary**

export



print



Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/27/2015 7:55:57AM	Eastern	Linda Chumbler	<a href="#">0115-105 - Clothing &amp; Miscellaneous Items for Jail</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	265	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

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

**LEGAL NOTICE**

Bids for Clothing and Miscellaneous Items for the Jail will be opened at 10:30 AM (ET) on February 9, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



CLOTHING BID  
 OPENED 2/9/2015  
 BID#: 0115-105

LINE #	ITEM	VENDOR	LOW PRICE	NOTES
1	THONG, V STRAP SANDAL	BOB BARKER CO	\$6.70	DZ
2	SANDALS	ICS JAIL SUPPLIES	\$1.60	PR
3	SOCKS	BOB BARKER CO	\$5.10	DZ
4	BOOTS	BOB BARKER CO	\$12.15	PR
5	BOXER SHORTS	ACME SUPPLY CO	\$14.25	DZ
6	T SHIRTS/CREW NECK	ACME SUPPLY CO	\$36.00	DZ
7	T-SHIRTS SLEEVELESS	NOT AWARDED	NO BIDS	DZ
8	UNIFORMS - YELLOW	ACME SUPPLY CO	\$12.00	EA AVERAGE-SEE BID FOR EACH SIZE PRICE
9	UNIFORMS - RED	ACME SUPPLY CO	\$12.00	EA AVERAGE-SEE BID FOR EACH SIZE PRICE
10	UNIFORMS - ORANGE	ACME SUPPLY CO	\$12.00	EA AVERAGE-SEE BID FOR EACH SIZE PRICE
11	UNIFORMS - DARK GREEN	ACME SUPPLY CO	\$12.00	EA AVERAGE-SEE BID FOR EACH SIZE PRICE
12	UNIFORMS - HOT PINK	BOB BARKER CO	\$11.59	EA AVERAGE-SEE BID FOR EACH SIZE PRICE
13	UNIFORMS - GREY	ACME SUPPLY CO	\$12.00	EA AVERAGE-SEE BID FOR EACH SIZE PRICE
14	SAFETY SMOCK	BOB BARKER CO	\$80.00	EA PASSED TESTING SAMPLE APPROVAL FOR TESTING - ICS NOT RECEIVED
15	SUICIDE BLANKET	BOB BARKER CO	\$73.00	EA NOT RECEIVED
16	COZY BLANKET	BOB BARKER CO	\$5.75	EA
17	SHEETS-FLAT 58X90	BOB BARKER CO	\$31.95	DZ
18	WASH CLOTHS	ICS JAIL SUPPLIES	\$2.57	DZ
19	TOWELS	CAROLINE TEXTILES	\$11.65	DZ
20	MATTERESS	BOB BARKER CO	\$46.49	EA
21	LAUNDRY BAGS	CAROLINE TEXTILES	\$22.99	DZ
22	HALF GARMENT BAGS	IDEL INTERNATIONAL TRADING	\$8.75	EA
23	GARMENT BAGS	IDEL INTERNATIONAL TRADING	\$11.00	EA
24	SHOWER CURTAINS	ACME SUPPLY CO	\$18.00	EA
25	SHOWER CURTAINS/SHADOW	ICS JAIL SUPPLIES	\$16.00	EA
26	CLINCHER PHOTO ID	BOB BARKER CO	\$164.75	CS
27	ORANGE PULL TITLE	HBD/PACIFIC CONCEPT	\$71.20	CS
28	COFFEE CUP	BOB BARKER CO	\$46.97	CS
29	SWEAT PANTS	UNIFORM MANUFACTURING	\$4.75	EA
30	SWEAT SHIRTS	BOB BARKER CO	\$5.45	EA
31	BLANKET-WOOL FREE	ICS JAIL SUPPLIES	\$6.90	EA

NAMES FOR RESOLUTION

ACME SUPPLY  
 BOB BARKER  
 CAROLINA TEXTILE  
 IDEL INTERNATIONAL TRADING  
 HBD INC/PACIFIC CONCEPTS  
 ICS JAIL SUPPLY  
 UNIFORM MANUFACTURING

NO ITEMS

O.D. TARGIN & BROS  
 KAR WING TRADING CO INC  
 ROLL-AID INDUSTRIAL

CLOTHING BID  
OPENED 2/09/2015  
BID#: 0115-105

Clothing & Miscellaneous Items  
Hamilton County Sheriff's Department  
Clothing & Miscellaneous - 2015

ITEM #	DESCRIPTION	SPECIFICATION	COLOR	SIZE	UNIT	ACME SUPPLY CO	BOB BARKER CO	CAROLINA TEXTILES	KAR WING TRADING CO. INC	IDEL INTERNATIONAL TRADING INC	HBD INC/PACIFIC CONCEPTS	ICS JAIL SUPPLIES	ROLL-AID INDUSTRIAL	O.D. TARGIN & BROS	UNIFORMS MANUFACTURING, INC	LOW BID
	CONTACT NAME					ZAMBER SHEV	NERINA MANN	BOB JONES	LAURA WEIGAND (718) 252-8100	SHIMON KJDKTON (718) 238-0451	CHRISTOPHER CLARK (800) 403-2247	JIM BOGIN III (800) 524-5427	CARLA CLENDENEN (423) 267-2930	FALCY JACOBSON (410) 276-7570	JACA STAMPS (480) 368-9316	
	PHONE					(800) 567-8025	(800) 334-9880	(704) 525-1272	(718) 258-8303	(718) 228-9866	(800) 403-2247	(800) 524-5427	(423) 267-2930	(410) 276-7570	(480) 368-9316	
	FAX					(800) 567-8026	(800) 322-7537	(704) 525-0607			(896) 271-2511	(254) 751-0299	(423) 267-2936	(410) 276-1414	(480) 368-8556	
1	THONG, V STRAP SANDAL	FLIP FLOP V STRAP SANDAL	BLACK	SM	DZ	NB	6.70	NB	9.48	NB	NB	8.16	NB	22.30	11.16	
	EST USAGE: 120 PAIR VARIOUS SIZE			MED	DZ	NB	6.70	NB	9.48	NB	NB	8.16	NB	22.30	11.16	
	1NB DOZEN			LG	DZ	NB	6.70	NB	9.48	NB	NB	8.16	NB	22.30	11.16	
				XL	DZ	NB	6.70	NB	9.48	NB	NB	8.16	NB	22.30	11.16	
				2XL	DZ	NB	6.70	NB	9.48	NB	NB	8.16	NB	22.30	11.16	
				AVERAGE			6.70					8.16		22.30	11.16	6.70
2	SANDALS EVA (ETHYL VINYL ACETATE)	SLIP-ON EVA SANDALS	ORANGE	SM	PR	NB	2.00	NB	3.30	NB	NB	1.60	NB	NB	5.59	
	EST USAGE: 3,500 PAIR	*Solid Soles		MED	PR	NB	2.00	NB	3.30	NB	NB	1.60	NB	NB	5.59	
				LG	PR	NB	2.00	NB	3.30	NB	NB	1.60	NB	NB	5.59	
				XL	PR	NB	2.00	NB	3.30	NB	NB	1.60	NB	NB	5.59	
				2XL	PR	NB	2.00	NB	3.30	NB	NB	1.60	NB	NB	5.59	
				3XL	PR	NB	2.00	NB	3.30	NB	NB	1.60	NB	NB	5.59	
				AVERAGE			2.00		3.30			1.60			5.59	1.60
3	SOCKS - TUBE	TUBE TYPE	ORANGE	ONE SZ ALL	DZ	5.40	5.10	7.21	NB	NB	NB	6.93	10.50	7.21	5.75	5.10
	EST USAGE: 500 DOZEN	ONE SIZE FITS ALL														
		77% COTTON / 23% POLY BLEND														
4	BOOTS	PVC-ANTI SKID	BLACK	4	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
	EST USAGE: 25 PAIR	PLAIN TOE		5	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				6	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				7	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				8	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				9	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				10	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				11	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				12	PR	NB	12.15	NB	18.50	NB	NB	21.10	13.65	19.01	12.00	
				13	PR	NB	12.15	NB	20.35	NB	NB	21.10	13.65	19.01	12.00	
				14	PR	NB	12.15	NB	20.35	NB	NB	21.10	13.65	19.01	14.00	
				15	PR	NB	12.15	NB	20.35	NB	NB	21.10	13.65	19.01	15.00	
				AVERAGE			12.15		18.96			21.10	13.65	19.01	12.42	12.15
5	BOXER SHORTS	ELASTIC WAISTBAND/FLY FRONT	BROWN	S-XL	DZ	14.25	14.70	14.54	NB	NB	NB	15.07	21.60	16.79	13.99	
	EST USAGE: 100 DOZEN	POLY/COTTON BLEND		2XL	DZ	14.25	16.40	15.09	NB	NB	NB	16.28	22.80	17.88	13.99	
				3XL	DZ	14.25	17.60	15.64	NB	NB	NB	17.46	24.00	18.96	13.99	
				4XL	DZ	14.25	19.60	16.19	NB	NB	NB	18.67	25.20	20.05	14.50	
				5XL	DZ	14.25	24.60	16.24	NB	NB	NB	19.88	26.40	21.14	14.50	
				6XL	DZ	14.25	27.00	17.29	NB	NB	NB	21.24	27.60	22.22	16.00	
				7XL	DZ	14.25	N/B	N/B	NB	NB	NB	22.83	NB	24.40	16.00	
				AVERAGE		14.25	19.98	15.83				18.78	24.60	20.21	14.71	14.25

CLOTHING BID  
OPENED 2/09/2015  
BID#: 0115-105

ITEM #	DESCRIPTION	SPECIFICATION	COLOR	SIZE	UNIT	ACME SUPPLY CO	BOB BARKER CO	CAROLINA TEXTILES	KAR WING TRADING CO INC	IDEL INTERNATIONAL TRADING INC	HBD INC/PACIFIC CONCEPTS	HCS JAIL SUPPLIES	ROLL-AID INDUSTRIAL	O.D TARGIN & BROS	UNIFORMS MANUFACTURING, INC	LOW BID
	CONTACT NAME					ZAHFER SHEIK	MENNA MANN	BOB JONES	LAURA WEIGAND	SHIMON HUOXTON	CHRISTOPHER CLARA	JIM BOGSH III	CARLA CLENDENEN	FALGY JACOBSON	JACA STAMPS	
	PHONE					(800) 567-8025	(800) 334-9880	(704) 525-1272	(718) 252-8100	(718) 238-0451	(800) 403-2247	(800) 524-5427	(423) 267-2930	(410) 276-7570	(480) 368-9316	
	FAX					(800) 567-8026	(800) 322-7537	(704) 525-0607	(718) 238-8303	(718) 228-9866	(836) 271-2511	(254) 751-0299	(423) 267-2936	(410) 276-1414	(480) 368-8556	
6	T-SHIRTS	CREW NECK	BROWN	5-XL	DZ	36.00	28.00	25.50	NB	NB	NB	41.77	46.80	36.21	25.52	
	EST USAGE: 100 DOZEN	POLY/COTTON BLEND		2XL	DZ	36.00	31.90	53.20	NB	NB	NB	44.69	51.60	54.34	39.00	
				3XL	DZ	36.00	35.70	53.20	NB	NB	NB	47.25	54.00	54.34	39.00	
				4XL	DZ	36.00	39.00	53.20	NB	NB	NB	49.82	56.40	54.34	40.00	
				5XL	DZ	36.00	41.90	53.20	NB	NB	NB	52.24	58.80	54.34	40.00	
				6XL	DZ	36.00	42.90	66.11	NB	NB	NB	54.67	61.20	64.51	40.00	
				7XL	DZ	36.00	NB	66.11	NB	NB	NB	59.44	NB	72.07	42.00	
				AVERAGE		36.00	36.57	52.93				49.98	54.80	55.74	37.93	36.00
7	SLEEVELESS T-SHIRTS	POLY/COTTON BLEND	BROWN	5-XL	DZ	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
	EST USAGE: 50 DOZEN			2XL	DZ	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
				3XL	DZ	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
				4XL	DZ	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
				5XL	DZ	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
				6XL	DZ	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
				7XL	DZ	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	
				AVERAGE												0.00
8	UNIFORMS * WITH BLACK STENCIL	SEE SPECIFICATION LINE 8-13 ABOVE	YELLOW	5-XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	20.88	14.15	11.10	
	EST USAGE: 50	STENCILING - 3" BLOCK LETTERING ON BACK TO READ		2XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	22.08	14.25	11.70	
		'HAMILTON COUNTY JAIL'		3XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	23.28	15.33	11.70	
		BLACK LETTERING		4XL	EA	12.00	11.59	NB	NB	NB	NB	15.80	24.48	15.38	11.70	
				5XL	EA	12.00	11.59	NB	NB	NB	NB	16.71	25.68	16.68	13.80	
				6XL	EA	12.00	11.59	NB	NB	NB	NB	17.67	26.88	16.68	13.80	
				7XL	EA	12.00	14.79	NB	NB	NB	NB	18.56	28.08	17.77	14.00	
				8XL	EA	12.00	14.79	NB	NB	NB	NB	19.45	29.28	18.85	14.00	
				9XL	EA	12.00	14.79	NB	NB	NB	NB	20.42	30.48	20.10	15.84	
				10XL	EA	12.00	14.79	NB	NB	NB	NB	21.48	31.68	20.10	15.84	
				AVERAGE		12.00	12.87					17.47	26.28	16.93	13.35	12.00
9	UNIFORMS * WITH BLACK STENCIL	SEE SPECIFICATION LINE 8-13 ABOVE	RED	5-XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	20.88	14.15	11.10	
	EST USAGE: 50	STENCILING - 3" BLOCK LETTERING ON BACK TO READ		2XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	22.08	14.25	11.70	
		'HAMILTON COUNTY JAIL'		3XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	23.28	15.33	11.70	
		BLACK LETTERING		4XL	EA	12.00	11.59	NB	NB	NB	NB	15.80	24.48	15.38	11.70	
				5XL	EA	12.00	11.59	NB	NB	NB	NB	16.71	25.68	16.68	13.80	
				6XL	EA	12.00	11.59	NB	NB	NB	NB	17.67	26.88	16.68	13.80	
				7XL	EA	12.00	14.79	NB	NB	NB	NB	18.56	28.08	17.77	14.00	
				8XL	EA	12.00	14.79	NB	NB	NB	NB	19.45	29.28	18.85	14.00	
				9XL	EA	12.00	14.79	NB	NB	NB	NB	20.42	30.48	20.10	15.84	
				10XL	EA	12.00	14.79	NB	NB	NB	NB	21.48	31.68	20.10	15.84	
				AVERAGE		12.00	12.87					17.47	26.28	16.93	13.35	12.00

CLOTHING BID  
OPENED 2/09/2015  
BID#: 0115-105

ITEM #	DESCRIPTION	SPECIFICATION	COLOR	SIZE	UNIT	ACME SUPPLY CO	BOB BARKER CO	CAROLINA TEXTILES	KAR WING TRADING CO. INC	IDEL INTERNATIONAL TRADING INC	HBD INC/PACIFIC CONCEPTS	ICS JAIL SUPPLIES	ROLL-AID INDUSTRIAL	O.D. TARGIN & BROS	UNIFORMS MANUFACTURING, INC	LOW BID
	CONTACT NAME					ZAFEEER SHEKH	NENNA MANN	BOB JONES	LAURA WEGAND (718) 252-8100	SHIMON HUKOTON (718) 238-0451	CHRISTOPHER CLARK (800) 403-2247	JIM BOON II (800) 524-5427	CARLA CLENDENEN (423) 267-2930	FALEY MCCORMON (410) 276-7570	JACA STAMPS (480) 368-9316	
	PHONE					(800) 567-8025	(800) 334-9880	(704) 525-1272	(718) 258-8303	(718) 228-9866	(836) 271-2511	(254) 751-0299	(423) 267-2936	(410) 276-1414	(480) 368-8556	
	FAX					(800) 567-8026	(800) 322-7537	(704) 525-0607								
10	UNIFORMS * WITH BLACK STENCIL	SEE SPECIFICATION LINE 8-13 ABOVE	ORANGE	S-XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	20.88	14.15	11.10	
	EST USAGE: 100	STENCILING - 3" BLOCK LETTERING ON BACK TO READ		2XL	EA	12.00	11.59	NB	NB	NB	NB	14.76	22.08	14.25	11.70	
		'HAMILTON COUNTY JAIL'		3XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	23.28	15.33	11.70	
		BLACK LETTERING		4XL	EA	12.00	11.59	NB	NB	NB	NB	15.80	24.48	15.38	11.70	
				5XL	EA	12.00	11.59	NB	NB	NB	NB	16.71	25.68	16.68	13.80	
				6XL	EA	12.00	11.59	NB	NB	NB	NB	17.67	26.88	16.68	13.80	
				7XL	EA	12.00	14.79	NB	NB	NB	NB	18.56	28.08	17.77	14.00	
				8XL	EA	12.00	14.79	NB	NB	NB	NB	19.45	29.28	18.85	14.00	
				9XL	EA	12.00	14.79	NB	NB	NB	NB	20.42	30.48	20.10	15.84	
				10XL	EA	12.00	14.79	NB	NB	NB	NB	21.48	31.68	20.10	15.84	
				AVERAGE		12.00	12.87					17.46	26.28	16.93	13.35	12.00
11	UNIFORMS ** WITH WHITE STENCIL	SEE SPECIFICATION LINE 8-13 ABOVE	DARK GREEN	S-XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	21.36	14.15	11.20	
	EST USAGE: 50	STENCILING - 3" BLOCK LETTERING ON BACK TO READ		2XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	22.56	14.25	11.70	
		'HAMILTON COUNTY JAIL'		3XL	EA	12.00	11.59	NB	NB	NB	NB	14.86	23.76	15.33	11.70	
		WHITE STENCILING ONLY		4XL	EA	12.00	11.59	NB	NB	NB	NB	15.80	24.96	15.38	11.70	
				5XL	EA	12.00	11.59	NB	NB	NB	NB	16.71	26.16	16.68	13.80	
				6XL	EA	12.00	11.59	NB	NB	NB	NB	17.67	27.36	16.68	14.00	
				7XL	EA	12.00	14.79	NB	NB	NB	NB	18.56	28.56	17.77	14.00	
				8XL	EA	12.00	14.79	NB	NB	NB	NB	19.45	29.76	18.85	14.50	
				9XL	EA	12.00	14.79	NB	NB	NB	NB	20.42	30.96	20.10	15.61	
				10XL	EA	12.00	14.79	NB	NB	NB	NB	21.48	32.16	20.10	16.00	
				AVERAGE		12.00	12.87					17.47	26.76	16.93	13.42	12.00
12	UNIFORMS * WITH BLACK STENCIL	SEE SPECIFICATION LINE 8-13 ABOVE	HOT PINK	Medium	EA	15.00	11.59	NB	NB	NB	NB	14.86	NB	14.15	11.20	
	EST USAGE: 24	STENCILING - 3" BLOCK LETTERING ON BACK TO READ		Large	EA	15.00	11.59	NB	NB	NB	NB	14.86	NB	14.15	11.70	
		'HAMILTON COUNTY JAIL'		X-Large	EA	15.00	11.59	NB	NB	NB	NB	14.86	NB	14.15	11.70	
		BLACK LETTERING		2XL	EA	15.00	11.59	NB	NB	NB	NB	14.86	NB	14.25	11.70	
				3XL	EA	15.00	11.59	NB	NB	NB	NB	14.86	NB	15.33	11.70	
				4XL	EA	15.00	11.59	NB	NB	NB	NB	15.80	NB	15.38	11.70	
				5XL	EA	15.00	11.59	NB	NB	NB	NB	16.71	NB	16.68	13.80	
				6XL	EA	15.00	11.59	NB	NB	NB	NB	17.67	NB	16.68	14.00	
				AVERAGE		15.00	11.59					15.56		15.10	12.19	11.59
13	UNIFORMS ** WITH WHITE STENCIL	SEE SPECIFICATION LINE 8-13 ABOVE	GREY	LG-XL	EA	12.00	11.97	NB	NB	NB	NB	14.86	22.38	14.15	11.20	
	EST USAGE: 20	STENCILING - 3" BLOCK LETTERING ON BACK TO READ		2XL	EA	12.00	11.97	NB	NB	NB	NB	14.86	23.58	14.25	11.70	
		'JAIL KITCHEN'		3XL	EA	12.00	11.97	NB	NB	NB	NB	14.86	24.78	15.33	11.70	
		WHITE LETTERING		4XL	EA	12.00	12.13	NB	NB	NB	NB	15.80	25.98	15.38	11.70	
				5XL	EA	12.00	12.77	NB	NB	NB	NB	16.71	27.18	16.68	13.80	
				6XL	EA	12.00	12.77	NB	NB	NB	NB	17.67	28.38	16.68	14.00	
				7XL	EA	12.00	15.59	NB	NB	NB	NB	18.56	29.58	17.77	14.00	
				8XL	EA	12.00	15.59	NB	NB	NB	NB	19.45	30.78	18.85	14.50	
				9XL	EA	12.00	15.59	NB	NB	NB	NB	20.42	31.98	20.10	15.61	
				10XL	EA	12.00	15.59	NB	NB	NB	NB	21.48	33.18	20.10	16.00	
				AVERAGE		12.00	13.59					18.12	28.98	17.61	13.91	12.00

CLOTHING BID  
OPENED 2/09/2015

BID#: 0115-105

ITEM #	DESCRIPTION	SPECIFICATION	COLOR	SIZE	UNIT	ACME SUPPLY CO	BOB BARKER CO	CAROLINA TEXTILES	KAR WING TRADING CO. INC	IDEL INTERNATIONAL TRADING INC.	HBD INC/PACIFIC CONCEPTS	ICS JAIL SUPPLIES	ROLL-AID INDUSTRIAL	O.D. TARGIN & BROS	UNIFORMS MANUFACTURING, INC	LOW BID
	CONTACT NAME					ZAHEDER SHEIK	HEENA MANN	BOB JONES	LAURA WEGMANN	SHIMON HUDCTON	CHRISTOPHER CLARK	RAM BORN III	CARLA CLENDENEN	FAIRBY JACOBSON	JACA STAMPS	
	PHONE					(800) 567-8025	(800) 334-9880	(704) 525-1272	(718) 252-8100	(718) 238-0451	(800) 403-2247	(800) 524-5427	(423) 267-2930	(410) 276-7570	(480) 368-5316	
	FAX					(800) 567-8026	(800) 322-7537	(704) 525-0607	(718) 238-8303	(718) 228-9866	(336) 271-2511	(254) 751-0299	(423) 267-2936	(410) 276-1414	(480) 368-8555	
14	SAFETY SMOCK EST USAGE: 20	ADJUSTABLE VELCRO FASTENERS CHEST 44" TO 56" Minimum: Two heavy-duty 650-denier polyester outside layers Lockstitch quilted to polyester inner batting with bonded heavy nylon stitching Flame Resistant; Tearing Resistant; Machine Washable; High Quality and Heavy Duty Construction Provide sample upon request for safety inspection	SHERWOOD GREEN	44" X 56"	EA	NB	80.00	NB	NB	NB	NB	100.24	NB	NB	NB	80.00
							Item #505									
15	SUICIDE BLANKETS EST USAGE: 24	54" X 80" High Quality Construction; Heavy Duty Construction	SHERWOOD GREEN	54 X 80"	EA	NB	73.00	NB	NB	NB	NB	61.00*	NB	NB	NB	73.00
16	COZY BLANKETS EST USAGE: 250	SYNTHETIC WITH COTTON OVER EDGE STITCHING MACHINE WASHABLE & TUMBLE QUICK DRY	GREY OR GREY STRIPE	66" X 90"	EA	NB	5.75	NB	NB	NB	NB	6.00	13.80	NB	NB	5.75
							15 PER CASE									
							86.25									
17	SHEETS EST USAGE: 480 ea - 40 Dozen	FLAT POLY/COTTON BLEND	BROWN	58" X 90"	DZ	4.00 ea	31.95	NB	NB	NB	NB	39.00	NB	NB	NB	31.95
							2.663 ea					3.25 ea				
						48.00 dz	31.95 dz					39.00 DZ				
18	WASH CLOTHS EST USAGE: 504 Each - 42 Dozen	BUDGET GRADE 100% COTTON TERRY	BROWN	12" X 12"	DZ	4.20	2.64	2.60	NB	NB	NB	2.57	NB	NB	NB	2.57
						.35 ea	.22 ea	.217 ea				.214 ea				
19	TOWELS EST USAGE: 300 Each - 25 Dozen	BUDGET GRADE 100% COTTON TERRY	BROWN	20" X 40"	DZ	15.00	15.12	11.65	NB	NB	NB	16.00	NB	NB	NB	11.65
						1.25 ea										
20	MATTERESSES EST USAGE: 150 EA	WITH BUILT IN PILLOW HIGH DENSITY FOAM CORE, FLAME RESISTANT NON ALLERGENIC - WIPE CLEAN W/T SOAP ETC	GREEN/LT BLUE	3"X25"X74"	EA	59.00	46.49	NB	NB	NB	NB	49.65	NB	NB	NB	46.49
							*150 min									
21	LAUNDRY BAGS EST USAGE: 1,008 EA - 84 DZ	MIN 50% COTTON - MESH SEWN IN CLOTH ID BOTTOM CORNER NO DRAW STRING CLOSURERS HOT 190 DEGREE TEMP WASH	WHITE	24" X 36"	DZ	NB	31.75	22.99	NB	39.00	24.57	44.52	NB	NB	NB	22.99
												3.71 ea.				

CLOTHING BID  
OPENED 2/09/2015

BID#: 0115-105

ITEM #	DESCRIPTION	SPECIFICATION	COLOR	SIZE	UNIT	ACME SUPPLY CO	BOB BARKER CO	CAROLINA TEXTILES	KAR WING TRADING CO. INC	IDEL INTERNATIONAL TRADING INC	HBD INC/PACIFIC CONCEPTS	ICS JAIL SUPPLIES	ROLL-AID INDUSTRIAL	O. D. TARGIN & BROS	UNIFORMS MANUFACTURING, INC	LOW BID
	CONTACT NAME					ZAMEER SHEIKH	HENNA MAHJIB	BOB JONES	LAURA WEGAND (718) 252-8100	SHAWN LUDINGTON (718) 238-0451	CHRISTOPHER CLARK (800) 403-2247	JIM BOGREN (800) 524-5427	CARLA CLIFDENEN (423) 267-2930	FALCY JACOBSON (410) 276-7570	JACA STAMPS (480) 368-9316	
	PHONE					(800) 567-8025	(800) 334-9880	(704) 525-1272	(718) 238-8100	(718) 238-0451	(800) 403-2247	(800) 524-5427	(423) 267-2930	(410) 276-7570	(480) 368-9316	
	FAX					(800) 567-8025	(800) 332-7537	(704) 525-0607	(718) 258-8303	(718) 228-9866	(336) 271-2511	(254) 751-0299	(423) 267-2936	(410) 276-1414	(480) 368-8556	
22	HALF GARMENT BAGS WITH HANGER	PROPERTY BAG WITH HANGER	BLACK	20"X24"	EA	NB	11.75	NB	NB	8.75	NB	NB	NB	NB	NB	8.75
	EST USAGE: 80 EA	CLEAR ID POCKET 6" w X 4" h														
		ZIPPER AT TOP AND LOCKABLE														
23	GARMENT BAGS WITH HANGER	MAIN COMPART 26"L WITH HANGER	N/A	26" L	EA	NB	NB	NB	NB	11.00	NB	NB	NB	NB	NB	11.00
	EST USAGE: 80 EA	FRONT OUTSIDE CLEAR POCKET 14" X 22"	SEE SPECS	14" X 22"												
		NO SHOE POCKET NEEDED														
		MILDEW AND ROT RESISTANT POLY MESH														
24	SHOWER CURTAINS	RESISTS MILDEW, FUNGI & BACTERIA	CLEAR/GREEN/ CLEAR	36"X82"	EA	18.00	NB	NB	NB	NB	NB	26.00	NB	NB	NB	18.00
	EST USAGE: 600 EA	36" X 82" WITH VELCRO CLOSURE & 4" VELCRO OVERLAP														
		HEAVYDUTY														
25	SHOWER CURTAIN W/SHADOW VIEW	SHADOW VIEW OR HEAVY GAUGE FROSTED	SHADOW VIEW		EA	NB	NB	NB	NB	NB	NB	16.00	NB	NB	NB	16.00
	EST USAGE: UNDETERMINED	36" X 82" WITH VELCRO CLOSURE & 4" VELCRO OVERLAP	SEE SPECS													
		HEAVY DUTY HOOKLESS MTH MIN 12 OZ WEIGHT														
26	CLINCHER PHOTO ID WRISTBAND	SOLID COLOR METAL FASTNER, SEE SPECS	BLUE & YELLOW	1 25" WIDTH	CASE	NB	164.75	NB	NB	NB	NB	187.45	NB	NB	NB	164.75
	EST USAGE: 30,000 EA	500 PER CASE COUNT					500/case					500/case				
							0.33									
27	ORANGE PULL TITE SEALS	HOT STAMPED NUMBERING RADOM	ORANGE		CASE	NB	NB	NB	NB	NB	71.20	78.82	NB	NB	NB	71.20
	EST USAGE: 40,000 SEALS	ONE WAY SEALS - 1,000 / CASE									1,000/case					
		POLYPROPYLENE PLASTIC - SEE SPEC														
28	COFFEE CUP	ISSUED TO INMATE	BUFF		EA	NB	46.97	NB	NB	NB	NB	82.49	NB	NB	NB	46.97
	EST USAGE: 1,000 CUPS	7 5 OZ - 3 1/2" HIGH - 72 PER CASE										1.146 ea.				
29	SWEAT PANTS	ELASTIC WAISTBAND	GREY		SM	EA	6.00	5.45	6.06	NB	NB	8.53	13.80	8.69	4.75	
	EST USAGE: 100 EACH	50% COTTON - 50% POLY			MED	EA	6.00	5.45	6.06	NB	NB	8.53	13.80	8.69	4.75	
	ASSORTED SIZES				LG	EA	6.00	5.45	6.06	NB	NB	8.53	13.80	8.69	4.75	
					XLG	EA	6.00	5.45	6.06	NB	NB	8.53	13.80	8.69	4.75	
					2XLG	EA	6.00	5.45	7.00	NB	NB	10.00	13.80	8.69	4.75	
					3XLG	EA	6.00	5.45	7.00	NB	NB	10.88	13.80	8.69	4.75	
					AVERAGE		6.00	5.45	6.37			9.17	13.80	8.69	4.75	4.75

**CLOTHING BID**  
**OPENED 2/09/2015**  
**BID#: 0115-105**

ITEM #	DESCRIPTION	SPECIFICATION	COLOR	SIZE	UNIT	ACME SUPPLY CO	BOB BARKER CO	CAROLINA TEXTILES	KAR WING TRADING CO. INC.	IDEL INTERNATIONAL TRADING INC.	HBD INC/PACIFIC CONCEPTS	ICS JAIL SUPPLIES	ROLL-AID INDUSTRIAL	O.D TARGIN & BROS	UNIFORMS MANUFACTURING, INC	LOW BID
	CONTACT NAME					ZAHERR SHEIK	NEHMA MANN	BOB JONES	LAURA WEGAND	SHIMON IUDICTON	CHRISTOPHER CLARK	JIM BOGIN III	CARLA CLENDENEN	FALGY JACOBSON	JACA STAMPS	
	PHONE					(800) 567-8025	(800) 334-9880	(704) 525-1272	(718) 238-8100	(718) 238-0451	(800) 403-2247	(800) 524-5427	(423) 267-2930	(410) 276-7570	(480) 368-9316	
	FAX					(800) 567-8026	(800) 322-7537	(704) 525-0607	(718) 238-8303	(718) 228-9866	(336) 271-2511	(254) 751-0299	(423) 267-2936	(410) 276-1414	(480) 368-8556	
30	SWEAT SHIRTS	CREWNECK PULLOVER	GREY	SM	EA	6.00	5.45	5.89	NB	NB	NB	8.53	12.60	7.61	7.15	
	EST USAGE: 100 EACH	50% COTTON - 50% POLY		MED	EA	6.00	5.45	5.89	NB	NB	NB	8.53	12.60	7.61	7.15	
	ASSORTED SIZES			LG	EA	6.00	5.45	5.89	NB	NB	NB	8.53	12.60	7.61	7.15	
				XLG	EA	6.00	5.45	5.89	NB	NB	NB	8.53	12.60	7.61	7.15	
				2XLG	EA	6.00	5.45	6.94	NB	NB	NB	10.00	12.60	8.69	7.15	
				3XLG	EA	6.00	5.45	6.94	NB	NB	NB	10.88	12.60	8.69	7.15	
				<b>AVERAGE</b>		6.00	5.45	6.24				9.17	12.60	7.97	7.15	5.45
31	Blanket	Wool Free 100% Fiber Woven Polyester				NB	NB	7.57	NB	NB	NB	6.90	NB	NB	NB	6.90
	<b>DELIVERY TERMS:</b>					As requested	5-20 DAYS	30 DAYS	2-14 DAYS	10 BUS DAYS	7-10 DAYS	45 days ARO		45 DAYS	30-45 DAYS	
						30 DAYS	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30	Net 30	
	CONTACT NAME					ZAHERR SHEIK	NEHMA MANN	BOB JONES	LAURA WEGAND	SHIMON IUDICTON	CHRISTOPHER CLARK	JIM BOGIN III	CARLA CLENDENEN	FALGY JACOBSON	JACA STAMPS	
	PHONE					(800) 567-8025	(800) 334-9880	(704) 525-1272	(800) 538-8331 EXT 12	(718) 238-0451	(800) 403-2247	(800) 524-5427	(423) 267-2930	(410) 276-7570	(480) 368-9316	
	FAX					(800) 567-8026	(800) 322-7537	(704) 525-0607	(626) 350-0440	(718) 228-9866	(336) 271-2511	(254) 751-0299	(423) 267-2936	(410) 276-1414	(480) 368-8556	

Request for Bids:	
Newspaper Ad:	1-27-14
Vendor Notification:	265
Vendor Response:	10
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 315-20

A RESOLUTION ACCEPTING THE PROPOSAL OF HARWOOD INTERNATIONAL CORPORATION FOR A STORAGE AREA NETWORK (SAN) SOLUTION AMOUNTING TO \$73,647.90 FOR THE SHERIFF’S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for a storage area network (SAN) solution for the Sheriff’s Department; and,

WHEREAS, the proposal from Harwood International Corporation amounting to \$73,647.90 was the considered to be the lowest and best proposal received; and,

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

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

That the proposal from Harwood International Corporation for a storage area network (SAN) solution amounting to \$73,647.90 for the Sheriff’s Department is hereby accepted, said proposal being the lowest and best proposal received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date

## SAN System RFP #1114-067

Based on a careful evaluation of how well each of the solutions could meet the criteria considered, ***Harwood (Winchester Systems Equipment)*** is the recommendation solution.

The following eight (8) solution providers submitted proposals:

- AdvizeX Technologies LLC
- Core BTS Inc.
- Harwood International Corporation
- Insight Public Sector, Inc.
- Mike Collins & Associates, Inc. (MCA)
- Personal Computer Systems, Inc.
- Sayers40, Inc.
- United Data Technologies, Inc.

After an initial review of the proposals of the submitted, the following three (3) firms were invited as finalists in the process:

- Harwood International Corporation
- Insight Public Sector, Inc.
- MCA

The major criteria<sup>1</sup> used to evaluate the proposals were cost, future growth cost and complexity integrate, the anticipated support expertise, comfort level of the support for HCSO IT staff, and how effectively they communicated the system would operate.

Harwood's solution provided the best value per TB of data for the current implementation and future growth, we were satisfied that they would assist us effectively with implementation and maintenance where needed, and the system appeared to be efficient to setup and maintain. They met the specifications as stipulated in Appendix A.

Respectfully submitted,

Ron Bernard  
Hamilton County Sheriff's Office  
Information Systems Manager

<sup>1</sup> Provided that they met the requirements as stipulated in the RFP – see appendix A for RFP technical requirements that were considered when evaluating.

## Appendix A

### V. SPECIFICATIONS AND REQUIREMENTS

As indicated previously, Hamilton County is looking for a vendor to provide the Hamilton County Sheriff's Office with a complete and operational Storage Area Network (SAN) solution to replace an existing SAN. Please provide a detailed description of the services you propose to meet the requirements as outlined in response to this RFP, including but not limited to, the detailed specifications and requirements outlined, as well as any other information necessary to fully evaluate your service proposal and your firm's capabilities.

*Responses are required for each item in the following sections in the same order that the questions are asked. Please describe your proposed solution for each requirement. If no specific information is to be provided, a response of "Understand and Comply" should be utilized for each. If you cannot meet or comply with any item, please include an explanation as to your exception or alternative. Any proposal not complying with this requirement may be considered to be non-responsive and disqualified at the sole discretion of the County.*

The following are the technical requirements:

- A. The vendor shall certify that they are a manufacturer partner as of the date of RFP response submission and that they are certified with the equipment they are proposing for support, sale and product pricing. The vendor shall source products directly from the manufacturer or through the US authorized distribution channels to assure full Warranty/Service support for the product in question.
- B. The programming/configuration team shall have a minimum of one storage engineer certified by the manufacturer or other industry standard accreditation denoting this skill set. The engineer shall remain assigned for the duration of the Project. The assigned engineer shall be in attendance during the planning sessions, project coordination meetings, and be on location at all times when equipment is configured, tested, and during migration.
- C. The proposed solution shall include all hardware, software, licenses, and other ancillary equipment and devices as required for a complete and operational SAN solution as indicated in this RFP.
- D. The proposed replacement system shall provide storage and types to accommodate a minimum of 17 TB of usable storage, and expandable to 40 TB usable. Spare off-line drives shall not count towards this baseline requirement. The proposal will include an addendum to outline the cost to expand to 40 TB.
- E. The proposed replacement system shall have enough throughputs to handle sustained R/W speeds of 300 MB/s.

<sup>1</sup> Provided that they met the requirements as stipulated in the RFP – see appendix A for RFP technical requirements that were considered when evaluating.

- F. The proposed solution shall include the capability to take manual and scheduled snapshots, with the ability to roll-up or delete the snapshots as they hit a pre-designated age.
- G. The replacement SAN solution shall incorporate features for minimizing RTO (Recovery Time Objectives) and RPO (Recovery Point Objectives) for the enterprise. Examples of this requirement include snapshot technology, real-time replication, site mirroring, and high availability fail-over. The proposal shall include the RPO and RTO.
- H. The proposed replacement components shall be fully supported by the manufacturer for a minimum of eight years beyond the final procurement date. Proposer to document support end of life.
- I. The proposed solution shall incorporate some form of data compression and/or de-duplication. Software based de-duplication, compression, or other approaches to data reduction shall not be used to offset the minimum quantity of usable storage required under this RFP.
- J. Where snapshot or other similar technology is used, the total drive space provided shall accommodate frequent snapshots without impacting the overall on-line data storage capacity noted as a requirement above. Proposers shall include additional drive volume to accommodate the storage needs of the proposed technology.
- K. The proposed solution shall be fully compatible with VMWare's current virtualization offerings.
- L. The proposed solution shall incorporate adequate redundancy to allow failure of at least one major component of the SAN. This shall include, but not limited to: power supplies, storage processors/nodes, fans, and switching equipment. Also these components must have the ability to be changed out without user-experienced downtime.
- M. The proposed solution shall incorporate a mechanism to allow any writes stored in volatile memory to be written to disk, in the event of full power failure.
- N. The proposed solution shall incorporate the ability to lose any two physical disks and continue operation without data loss. The system shall also have at minimum 1 spare drive per drive type in the array.
- O. The vendor shall offer pricing and support capable of a 4 hour response time, 24 hours a day, and 7 days a week.
- P. The proposed solution shall support thin provisioning, utilize data tiering, and drive level encryption.
- Q. The proposed solution must support e-mail and SNMP alerts.
- R. The proposed solution shall have the ability to host CIFS/SMB shares directly to Windows workstations.
- S. The proposed solution should have the ability to expand storage without user experienced downtime.
- T. The proposed solution should have the ability to update any localized firmware and/or software without downtime to the end-user.

<sup>1</sup> Provided that they met the requirements as stipulated in the RFP – see appendix A for RFP technical requirements that were considered when evaluating.

- U. The proposed solution should be compatible with the following drive technologies: SATA 3 (4TB & higher), SAS, and SSD. Proposer shall document compatible drive technologies.
- V. The proposed solution should have some form of wire management in the rear of the unit, along with sliding rails to allow for easier maintenance.
- W. The proposed solution shall have the capability to provide ongoing scheduled performance analysis reports and scheduled storage growth analysis.
- X. The vendor shall supply maximum performance specifications such as maximum IOPS, maximum read speeds, and maximum write speeds.
- Y. The proposed solution shall have a GUI management interface.
- Z. The proposed solution shall include all network adapter cards, switches, and switching components for the SAN and the proposal shall document connectivity speeds. Existing servers connecting to the SAN shall employ at a minimum a pair of 10Gb Ethernet cards. Contractor shall supply a list of supported and recommended cards for the solution.
- AA. The solution shall include training and education for the required skill sets to support daily operations.
- BB. The contractor shall develop in concert, with the owner, a detailed schedule for the project efforts. The detailed schedule shall include at minimum:
  1. Time for meeting with the owner to review the final approach
  2. Design submittal for review and comment by the owner that includes all devices and components being replaced,
  3. Specific time frames for bench testing and system confirmation, and implementation
  4. Time lines that account for the required outages and testing of devices and equipment prior to be placed into operation.
  5. The selected contractor shall be required to schedule with the HCSO on premise activities and outages to minimize the overall impact to the users.
- CC. All equipment and hardware shall be configured as close as possible to the final configuration, and tested successfully by the vendor prior to installation at the customer site. This bench test shall demonstrate full functionality of the proposed hardware, software, and/or features of the proposed solution. Any issues identified during the bench testing shall be resolved and the affected systems shall be retested prior to installation at the customer site. The owner shall be provided the opportunity to observe the bench testing process. The vendor's project schedule shall include this bench testing as a task and completion as a milestone. Vendor shall have full responsibility for all equipment being provided (including receiving, transporting, and installing) until such time that the equipment is placed in full operation and accepted by the Hamilton County Sheriff's Office.
- DD. Cooling capacity is not a concern in our datacenter. However, space and power consumption are a concern. Detailed peak and average power consumption of the solution is to be detailed in the proposal so adequate wiring and power

<sup>1</sup> Provided that they met the requirements as stipulated in the RFP – see appendix A for RFP technical requirements that were considered when evaluating.

requirements can be installed. The final rack real-estate needs to be detailed in the proposal as well, so we can make plans to acquire rack space if needed.

- EE. In addition to the one-time cost of replacing the existing equipment, the total long term cost of the replacement system will be considered. The vendor shall submit pricing for support and maintenance contracts for a minimum of 6 years of support from the purchase date for all major components of the solution proposed. Pricing shall be submitted in a yearly matrix denoting specific costs for maintaining each major component of the infrastructure per year.
- FF. The contractor shall provide implementation support, data migration support, and a SAN network diagram.
- GG. Vendor shall describe in detail any concerns or risks identified that may impede the successful completion of the project and how the vendor would mitigate such risks.

<sup>1</sup> Provided that they met the requirements as stipulated in the RFP – see appendix A for RFP technical requirements that were considered when evaluating.



# Quote

**Harwood International Corporation**  
 100 Northshore Office Park  
 Chattanooga, TN 37343  
 Ph: 423-870-5500  
[michael.johnson@harwood-intl.com](mailto:michael.johnson@harwood-intl.com)

Quote No. M021601  
 Date 26-Feb-15  
 Customer ID Hamilton County RFP #1114-067  
 Expiration Date 4/27/2015 (60 days)

1 of 3

Model	Description	Suggested Retail Price	Ext. Retail Price	Sale Price	Qty	Ext. Sale Price
ZX3U16R2+13S40T	FlashNAS-ZFS 3Ux16 Drive Enclosure with: Redundant NAS Controllers, each with 32GB Cache (8x) 1GbE Copper Network Connections (4x) 10GbE Network Connections Rev 1 Fibre w/tranceivers ZIU/ZARC (3x) 200GB SFF - 3.5" SAS MLC SSD Caching Performance (13x) 4000GB 7200RPM NL SAS Drives Dual Power Supplies, Dual Fans / Power Cords Advanced Storage Functions, Management Tools Included LUN Masking License Included Configuration Dependent Expansion to 256 Drives Supported	\$56,436.00	\$56,436.00	\$28,461.25	1	\$28,461.25
HIC-Install	Initial Install & Training	\$1,250.00	\$1,250.00	\$1,250.00	1	\$1,250.00
QLE3442-RJ-CK	2-Port Gen3 PCIe to 10GBASE-T (RJ45) Intelligent Adapter	\$795.00	\$2,385.00	\$483.95	3	\$1,451.85
SG500XG-8F8T-K9-NA	Cisco SG500X 16-Port 10GB Switch 8-Port 10G Copper + 8-Port 10G SFP+ 1x Gigabit Ethernet Management Port	\$5,499.00	\$10,998.00	\$3,463.00	2	\$6,926.00
HIC-Integration	Integration of Hardware, Migration of Data - Rate 120.00 hourly - Preapproved 40 Hour block to be used @ Customer's Discretion	\$4,800.00	\$4,800.00	\$4,800.00	1	\$4,800.00
Hardware & Services Subtotal			\$75,869.00			\$42,889.10
<b>Optional Expansion Tray</b>						
EX3U16R1-08S40T	3Ux16 Drive Expansion Chassis for ZX NAS with: Dual Power Supplies, Dual Fans / Power Cords (2x) SAS Cables for Connectivity (8x) 4000GB 7200RPM NL SAS Drives (half chassis)	\$18,424.00	\$18,424.00	\$9,672.50	1	\$9,672.50

Model	Description	Suggested Retail Price	Ext. Retail Price	Sale Price	Qty	Ext. Sale Price
<b>24x7x4Hr Warranty Service - NAS</b>						
WSI-WEX-4H-24SS	3-Years 24x7 call support and/or Remote Access & 365 Day, 4-hour on site support as needed. Spares Required. * w/ Flash Alert Monitoring	\$27,395.00	\$27,395.00	\$15,222.50	1	\$15,222.50
<b>24x7x4Hr Warranty Service - Qlogic Adapters</b>						
AMA-3-7x24	Qlogic Adapter 3 Years, 7x24x4 hr Call Support - per unit	\$104.00	\$312.00	\$93.60	3	\$280.80
<b>24x7x4Hr Warranty Service - Cisco Switches</b>						
CON-SNTP-SMS-1	SmartNet 24x7x4 hr Call Support 16Pt 10Gig MGD Switch - 3 Yrs * Item covers warranty uplift for (2x) switches	\$4,680.00	\$4,680.00	\$3,760.00	1	\$3,760.00
	<b>Support Subtotal</b>		<b>\$32,387.00</b>			<b>\$19,263.30</b>
<b>24x7x4Hr Warranty Service - NAS (Optional Expansion Tray)</b>						
WSI-WEX-4H-24SS	3-Years 24x7 call support and/or Remote Access & 365 Day, 4-hour on site support as needed. Spares Required. * w/ Flash Alert Monitoring	\$2,653.00	\$2,653.00	\$1,823.00	1	\$1,823.00

Model	Description	Suggested Retail Price	Ext. Retail Price	Sale Price	Qty	Ext. Sale Price
-------	-------------	------------------------	-------------------	------------	-----	-----------------

**Summary**

Hardware & Services Subtotal w/o Optional Expansion Tray			\$75,869.00			\$42,889.10
Support Subtotal w/o Optional Expansion Tray			\$32,387.00			\$19,263.30
<b>Total</b>			<b>\$108,256.00</b>			<b>\$62,152.40</b>
Hardware & Services Subtotal with Optional Expansion Tray			\$94,293.00			\$52,561.60
Support Subtotal with Optional Expansion Tray			\$35,040.00			\$21,086.30
<b>Total</b>			<b>\$129,333.00</b>			<b>\$73,647.90</b>



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

[Home](#)

[Solicitations](#)

[Vendors](#)

[Reports](#)

[Setup](#)

[Events](#)

[Categories](#)

[Documents](#)

[Questions](#)

[Bidders](#)

[Bids](#)

[Log](#)

**Solicitation 1114-067 - Log  
Storage Area Network Solution**

11/07/2014 8:15 AM Eastern

Bids Due Date/Time: 12/09/2014 2:00:00 PM Eastern

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

**Bids Due:** 12/09/2014 2:00:00 PM Eastern

Message Summary

Message Detail

Document Detail

**Message Summary**

export



print



Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
11/07/2014 8:14:50AM	Eastern	Linda Chumbler	<a href="#">1114-067 - Storage Area Network Solution</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access proposal documents.	800	26

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

Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Friday, November 7, 2014, as follows:

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals from qualified vendors to provide a complete and operational Storage Area Network (SAN) solution to replace existing SAN for the benefit of the Hamilton County Sheriff's Office. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:00 p.m. (Eastern) on December 9, 2014.

Gail B. Roppo  
Director of Purchasing





# Hamilton County Board of Commissioners RESOLUTION

No. 315-21

(P.C. NO. 2015-021)

## A RESOLUTION TO REZONE FROM R2-A RURAL RESIDENTIAL DISTRICT TO M-2 WHOLESALE AND LIGHT INDUSTRY DISTRICT, PROPERTY LOCATED AT 8537 HIGHWAY 58

**WHEREAS**, Dennis Burris petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R2-A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 8537 Highway 58, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Dennis Burris 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 March 18, 2015, concerning the passage of this Resolution as required by law, and such 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 R2-A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 8537 Highway 58. Part of an unplatted tract of land located at 8537 Highway 58, beginning at the corner of the Tax Map 094-126.01 and going southeast approximately 219 feet, thence northeast approximately 105 feet, thence northwest approximately 78 feet, thence east approximately 58 feet, thence north approximately 47 feet, thence northwest approximately 198 feet to the point of beginning, being part of the property described in Deed Book 9465, Page 622, ROHC. Part of Tax Map 094-126.01 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

March 18, 2015

\_\_\_\_\_  
Date

2015-021 Hamilton County  
February 9, 2015

RESOLUTION

WHEREAS, Dennis Burris petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R2-A Rural Residential District to M-2 Wholesale and Light Industry District, property located at 8537 Highway 58.

Part of an unplatted tract of land located at 8537 Highway 58, beginning at the corner of the Tax Map 094-126.01 and going southeast approximately 219 feet, thence northeast approximately 105 feet, thence northwest approximately 78 feet, thence east approximately 58 feet, thence north approximately 47 feet, thence northwest approximately 198 feet to the point of beginning, being part of the property described in Deed Book 9465, Page 622, ROHC. Part of Tax Map 094-126.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2015,

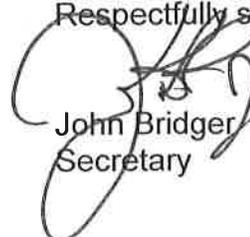
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

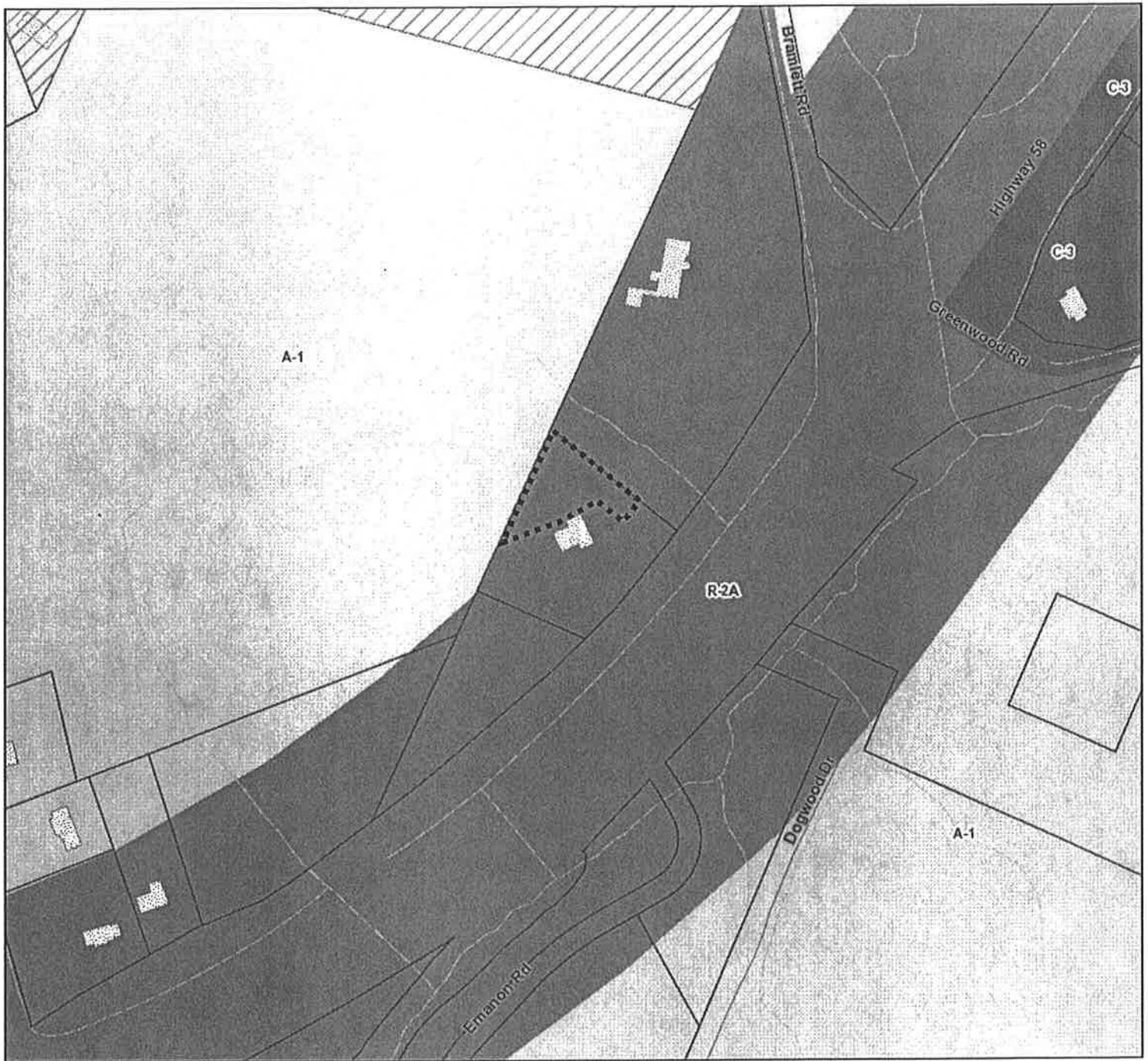
AND WHEREAS, there was opposition present to the petition,

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,

  
John Bridger  
Secretary



## 2015-021 Rezoning from R-2A to M-2

PLANNING COMMISSION RECOMMENDATION FOR CASE 2015-021: Approve



250 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-021

PC Meeting Date: 02-09-15

**Applicant Request**

Rezone part of property from R2-A Residential District to M-2 Light Industrial District

Property Location:	8537 Highway 58
Property Owner:	Dennis Burris
Applicant:	Dennis Burris

**Project Description**

- To allow an automobile repair garage behind the applicant's home.

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

- The 33,976 square foot site is located behind the applicant's home on the west side of Highway 58 south of the intersection of Bramlett Road and Greenwood Road.
- Access: Currently, access to the site is from Highway 58.
- Development form: This site fronts a four-lane Urban Principal Arterial (Highway 58) in an area with other 1-3 acre residential lots.
- Land uses: North- adjacent lot contains a single-family home approximately 275 feet away; a Bi-Lo grocery store is also located approximately 1,200 feet to the north; South- adjacent 1-acre wooded lot with a 200-foot power line easement; West- 32-acre undeveloped wooded property.

**Zoning History**

- The site is currently zoned R2A Rural Residential District.
- The nearest non-residential zone is C-3 General Business Commercial District approximately 1,200 feet north (Bi-Lo Grocery Store). The nearest M-2 District is approximately 3,850 feet to the north, also fronting Highway 58. Its approval was over the recommendation for denial by the RPA in 1984.
- There has been no recent zoning activity on this site.

**Plans/Policies**

- There is no current adopted land use plan for this site, but the Wolftever Creek Area Plan's boundaries end directly across Highway 58.
- The Comprehensive Plan places this site in the Transitional Growth Development Sector. This sector notes that because of potential land use conflicts, development should be carefully examined for adverse impacts on surrounding properties. Non-residential development should be located within mixed-use or multi-use activity centers. In situations where this is not possible, the plan notes that they should be developed as small scale, low-intensity land uses that are compact and clustered at the intersection of two arterial classified streets, or the intersection of an arterial and a collector classified street. This site, while having access on a major highway, does not adjoin a major intersection.
- The R2A Rural Residential District permits farming, single-family homes, stables for personal use, hospitals, clinics, and duplexes (with a special permit).

**Key Findings**

- The proposal is not supported by the recommendations of the Transitional Development Sector in the Comprehensive Plan 2030.
- The proposed use is neither consistent nor compatible with surrounding residential uses.
- The proposal is not consistent with the development form of the area.
- The proposed structure does raise concerns regarding location and nuisance issues such as; lighting, noise, or odor.
- The proposal would not be an extension of an existing zone.

## PLANNING COMMISSION CASE REPORT

- The proposal would set a precedent for future requests.

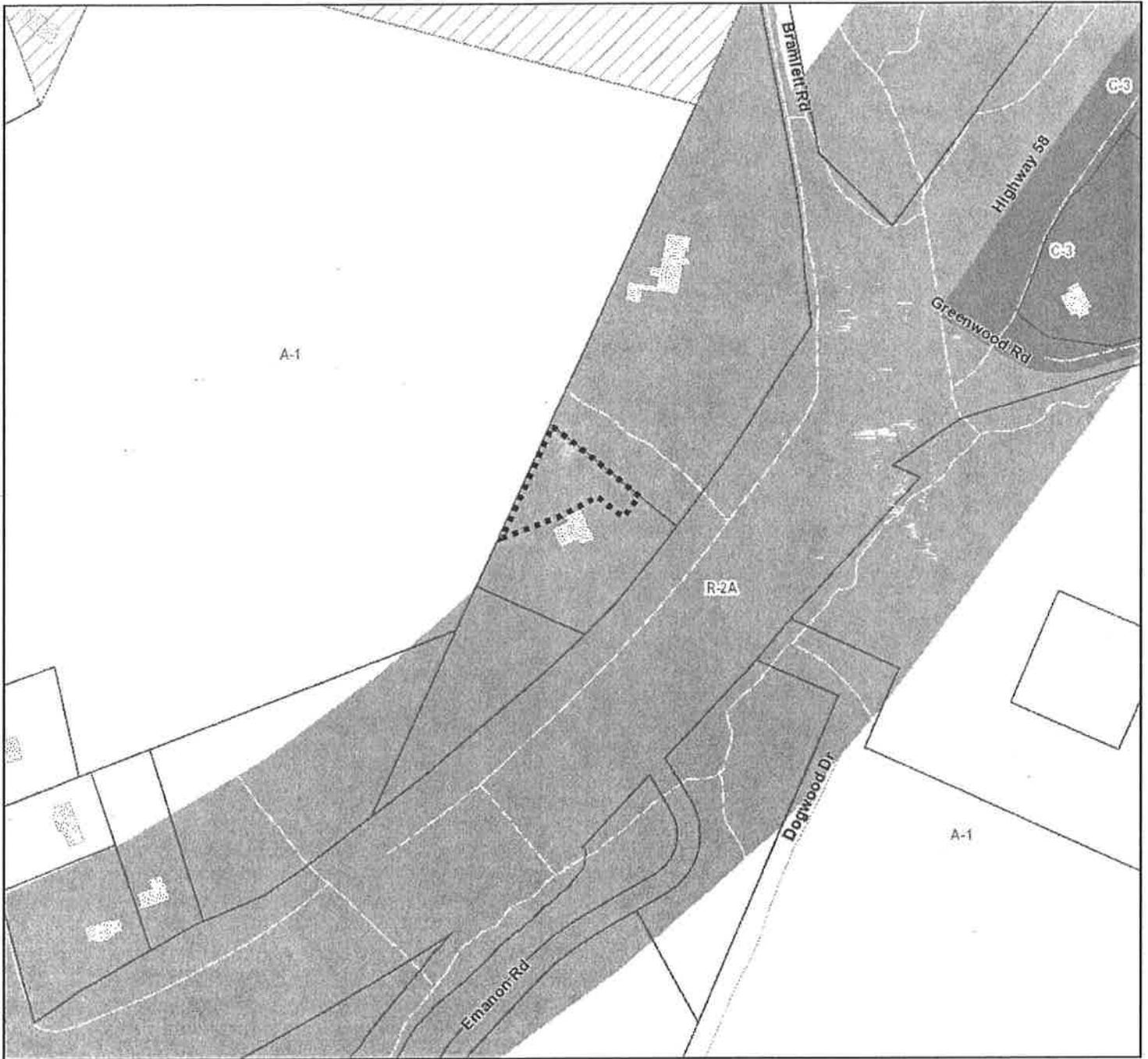
### Staff Recommendation

Deny.

### Planning Commission Recommendation

**Approve.**

The Planning Commission determined that the proposed use would be appropriate since it is located a major highway (Highway 58) and near the Bi-Lo commercial center across the road. The Hamilton County Zoning Regulations require a 30-foot landscape buffer between the M-2 Wholesale and Light Industry District and the adjacent R2-A Residential District. There was opposition present at the Planning Commission meeting.



## 2015-021 Rezoning from R-2A to M-2



250 ft

Chattanooga Hamilton County Regional Planning Agency



Dennis Davis  
 8537 Hwy 58  
 Harrison TN 37341  
 423 508 5733

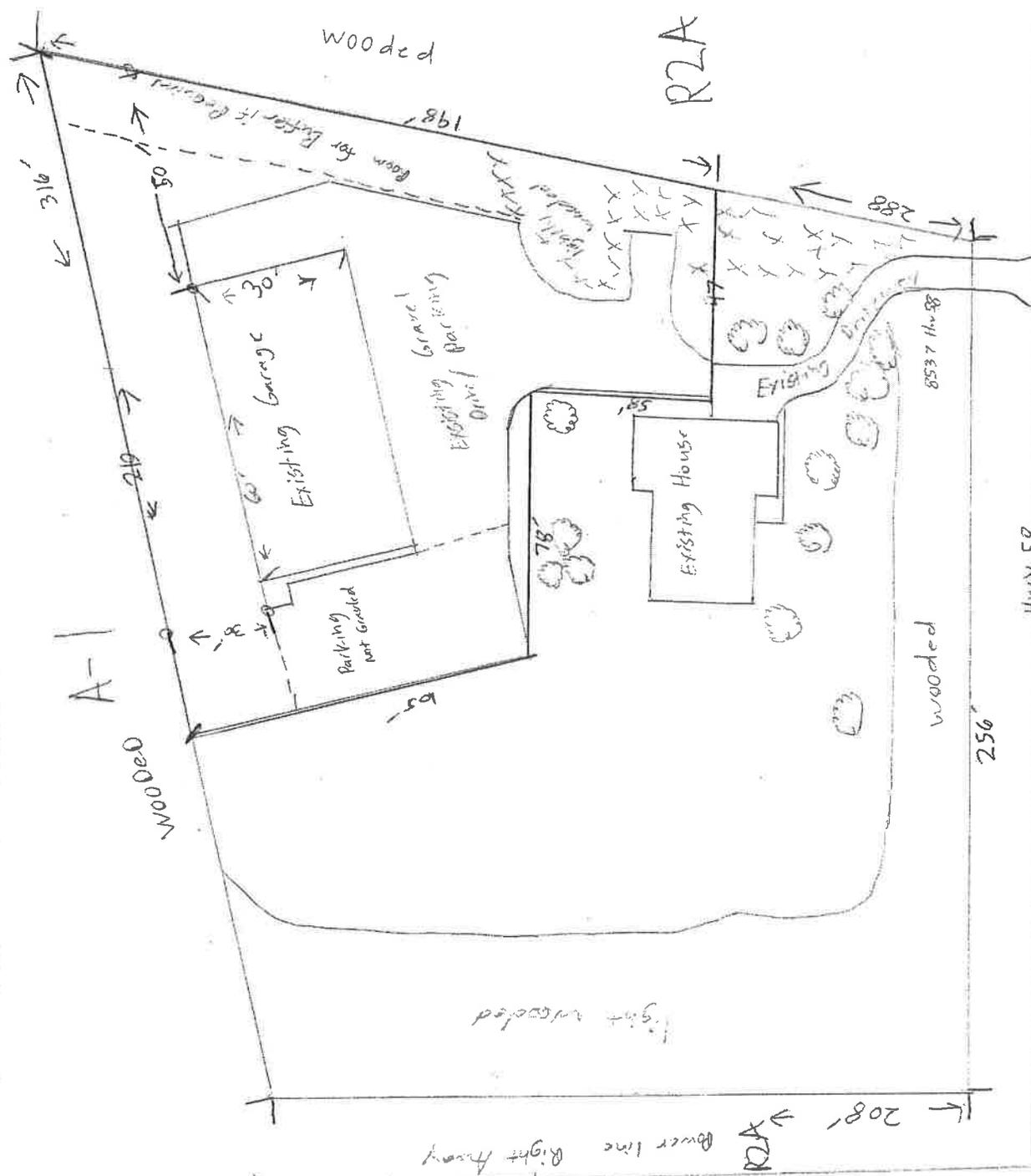
Tax Map No. 094 126.01



Current Zoning R2A  
 would like to Smart Growth  
 and property outlined in  
 blue to have zoning for  
 an automatic repair facility



All property lines other than blue  
 proposed lines are in Redstone  
 from HCGIS website



Hwy 58  
 2015-21



# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-22

(P.C. NO. 2015-023)

**A RESOLUTION TO REZONE FROM A-1  
AGRICULTURAL DISTRICT TO R-1 SINGLE  
FAMILY RESIDENTIAL DISTRICT, PROPERTIES  
LOCATED AT 7527 AND 7579 MCDANIEL LANE  
AND 8324 PROVIDENCE ROAD**

**WHEREAS**, Pratt & Associates, LLC/Miller Land Holdings, LLC/Todd & Tim Daniels petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-1 Single Family Residential District, properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Pratt & Associates, LLC/Miller Land Holdings, LLC/Todd & Tim Daniels 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 March 18, 2015, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to R-1 Single Family Residential District, properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road. Lot 1, Corson and Vincent Subdivision, Plat Book 69, Page, 86, ROHC, being the property described in Deed Book 9097, Page 32, ROHC, and Lot 2, Steven A. McKenzie Subdivision, Plat Book 92, Page 156, ROHC, being the property described in Deed Book 9097, Page 30, ROHC, and an unplatted tract of land located at 8324 Providence Road, being the property described in Deed Book 9864, Page 105, ROHC. Tax Maps 114-092.01, 104-009.12, and 104-009.13 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

March 18, 2015

\_\_\_\_\_

Date

2015-023 Hamilton County  
February 9, 2015

RESOLUTION

WHEREAS, Pratt & Associates, LLC/Miller Land Holdings, LLC/Todd & Tim Daniels petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District to R-1 Single Family Residential District, properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road.

Lot 1, Corson and Vincent Subdivision, Plat Book 69, Page, 86, ROHC, being the property described in Deed Book 9097, Page 32, ROHC, and Lot 2, Steven A. McKenzie Subdivision, Plat Book 92, Page 156, ROHC, being the property described in Deed Book 9097, Page 30, ROHC, and an unplatted tract of land located at 8324 Providence Road, being the property described in Deed Book 9864, Page 105, ROHC. Tax Maps 114-092.01, 104-009.12, and 104-009.13 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2015,

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,  
  
John Bridger  
Secretary



## 2015-023 Rezoning from A-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE 2015-023: Approve



491 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-023

PC Meeting Date: 02-09-15

**Applicant Request****Rezone from A-1 Agricultural Zone to R-1 Single Family Residential District**

Property Location:	7527 and 7579 McDaniel Lane and 8324 Providence Road
Property Owner:	Miller Land Holdings, LLC / Todd and Timothy Daniels
Applicant:	Pratt and Associates LLC

**Project Description**

- The applicant desires to rezone the site to R-1 Single-Family Residential District in conjunction with a request for a Planned Unit Development (case 2015-024).
- The applicant proposes to develop the 23.5-acre site with 73 single-family residential lots units with access from Providence Road only.
- The proposed density is approximately 3.1 dwelling units per acre.

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

- The 23.5-acre site is located on the west side of McDaniel Lane and Providence Road.
- Access: Currently, access to the site is from both McDaniel Lane and Providence Road.
- Development form: Within a ½-mile radius of the site there are many large lots 2 to 20 acres in size as well as existing and approved recently subdivisions with ½-acre lots or smaller.
- Land uses: Land uses within the ½-mile radius are mostly single-family residential with some townhouses in a portion of Hampton Creek accessed from Snow Hill Road to the west.
- Density: Residential density in the area ranges from less than 1 dwelling unit per acre to approximately 3.5 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- The 45.7-acre site across McDaniel Lane to the east was rezoned to an R-1 PUD in 2013. (Resolutions 813-26B and 813-27B).
- A 25-acre R-1 PUD approximately 750 feet to the north at 8246 Roy Lane (Hampton Meadows) was approved by the County Commission in 2013 (Resolution 412-23).
- The Hampton Creek R-1 PUD, adjacent to the west of this site, was rezoned to R-1 PUD in 1998.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by the County Commission in 2007) recommends Low Intensity Residential with a residential density of not more than 3 units per acre.
- The A-1 District, with or without a PUD, allows a residential density of not more than 2 dwelling units per acre.
- An R-1 PUD allows a residential density of not more than 5 dwelling units per acre.

**Key Findings**

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area.
- The proposed residential density is compatible with the surrounding densities.
- The proposal would be an extension of an existing zone.
- The proposed use is consistent and fits into the general development pattern of the area, knitting together the surrounding subdivisions.

**Staff Recommendation**

Approve.

**Planning Commission Recommendation**

Approve. There was no opposition present at the Planning Commission meeting.



## 2015-023 Rezoning from A-1 to R-1



675 ft

Chattanooga Hamilton County Regional Planning Agency





# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-23

(P.C. NO. 2015-024)

**A RESOLUTION GRANTING A SPECIAL PERMIT  
FOR A RESIDENTIAL PLANNED UNIT  
DEVELOPMENT FOR PROPERTIES LOCATED  
AT 7527 AND 7579 MCDANIEL LANE AND 8324  
PROVIDENCE ROAD**

**WHEREAS**, Pratt & Associates, LLC/Miller Land Holdings, LLC/Todd & Tim Daniels petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for a Residential Planned Unit Development for properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Pratt & Associates, LLC/Miller Land Holdings, LLC/Todd & Tim Daniels 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 March 18, 2015, concerning the passage of this Resolution as required by law, and such 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 Residential Planned Unit Development for properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road. These dimensions are approximated based on the site plan submitted and dated 12/29/2014. Beginning at the northernmost corner of Tax Map 104-009.12, and going approximately 610 feet southeast parallel with Providence Road, thence approximately 180 feet northwest, thence approximately 233 feet southwest, thence approximately 75 feet southeast, thence approximately 198 feet south, thence approximately 245 feet northwest, thence approximately 865 feet south, thence approximately 850 feet northwest, thence approximately 405 feet

northeast, thence approximately 23 feet southeast, thence approximately 193 feet northeast, thence approximately 23 feet northwest, thence approximately 730 feet northeast, thence approximately 245 feet southeast, thence approximately 435 feet northeast to the point of beginning, being part of the properties described in described in Deed Book 9097, Page 30, ROHC, and all of the property described in Deed Book 9864, Page 105, ROHC. Tax Maps 114-092.01 (part), 104-009.12 (part), and 009.13 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

\_\_\_\_\_  
March 18, 2015

\_\_\_\_\_  
Date

RESOLUTION

WHEREAS, Pratt & Associates, LLC/Miller Land Holdings, LLC/Todd & Tim Daniels 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 Residential Planned Unit Development for properties located at 7527 and 7579 McDaniel Lane and 8324 Providence Road.

These dimensions are approximated based on the site plan submitted and dated 12/29/2014. Beginning at the northernmost corner of Tax Map 104-009.12, and going approximately 610 feet southeast parallel with Providence Road, thence approximately 180 feet northwest, thence approximately 233 feet southwest, thence approximately 75 feet southeast, thence approximately 198 feet south, thence approximately 245 feet northwest, thence approximately 865 feet south, thence approximately 850 feet northwest, thence approximately 405 feet northeast, thence approximately 23 feet southeast, thence approximately 193 feet northeast, thence approximately 23 feet northwest, thence approximately 730 feet northeast, thence approximately 245 feet southeast, thence approximately 435 feet northeast to the point of beginning, being part of the properties described in described in Deed Book 9097, Page 30, ROHC, and all of the property described in Deed Book 9864, Page 105, ROHC. Tax Maps 114-092.01 (part), 104-009.12 (part), and 009.13 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2015,

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2015-024 Special Exceptions for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE 2015-024: Approve



491 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-024

PC Meeting Date: 02-09-15

**Applicant Request****Residential PUD Development**

<b>Property Location:</b>	<b>7527 and 7579 McDaniel Lane and 8324 Providence Road</b>
<b>Property Owner:</b>	<b>Miller Land Holdings, LLC / Todd and Timothy Daniels</b>
<b>Applicant:</b>	<b>Pratt and Associates, LLC</b>

**Project Description**

- The applicant desires to rezone the site to R-1 Single-Family Residential District (case 2015-023) in conjunction with this request for a Planned Unit Development.
- The applicant proposes to develop the 23.5-acre site with 73 single-family residential lots units with access from Providence Road only.
- The proposed density is approximately 3.1 dwelling units per acre.

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

- The 23.5-acre site is located on the west side of McDaniel Lane and Providence Road.
- Access: Currently, access to the site is from both McDaniel Lane and Providence Road.
- Development form: Within a ½-mile radius of the site there are many large lots 2 to 20 acres in size as well as existing and approved recently subdivisions with ½-acre lots or smaller.
- Land uses: Land uses within the ½-mile radius are mostly single-family residential with some townhouses in a portion of Hampton Creek accessed from Snow Hill Road to the west.
- Density: Residential density in the area ranges from less than 1 dwelling unit per acre to approximately 3.5 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- The 45.7-acre site across McDaniel Lane to the east was rezoned to an R-1 PUD in 2013. (Resolutions 813-26B and 813-27B).
- A 25-acre R-1 PUD approximately 750 feet to the north at 8246 Roy Lane (Hampton Meadows) was approved by the County Commission in 2013 (Resolution 412-23).
- The Hampton Creek R-1 PUD, adjacent to the west of this site, was rezoned to R-1 PUD in 1998.

**Plans/Policies/Regulations**

- The Wolftever Creek Area Plan (adopted by the County Commission in 2007) recommends Low Intensity Residential with a residential density of not more than 3 units per acre.
- The A-1 District, with or without a PUD, allows a residential density of not more than 2 dwelling units per acre.
- An R-1 PUD allows a residential density of not more than 5 dwelling units per acre.

**Key Findings**

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area.
- The proposed residential density is compatible with the surrounding densities.
- The proposed use is consistent and fits into the general development pattern of the area, filling the gap between the Providence Road P.U.D and the Hampton Creek subdivision.

**Staff Recommendation**

Approve.

**Planning Commission Recommendation**

Approve. There was no opposition present at the Planning Commission meeting.



## 2015-024 Special Exceptions Permit for a Residential PUD

675 ft

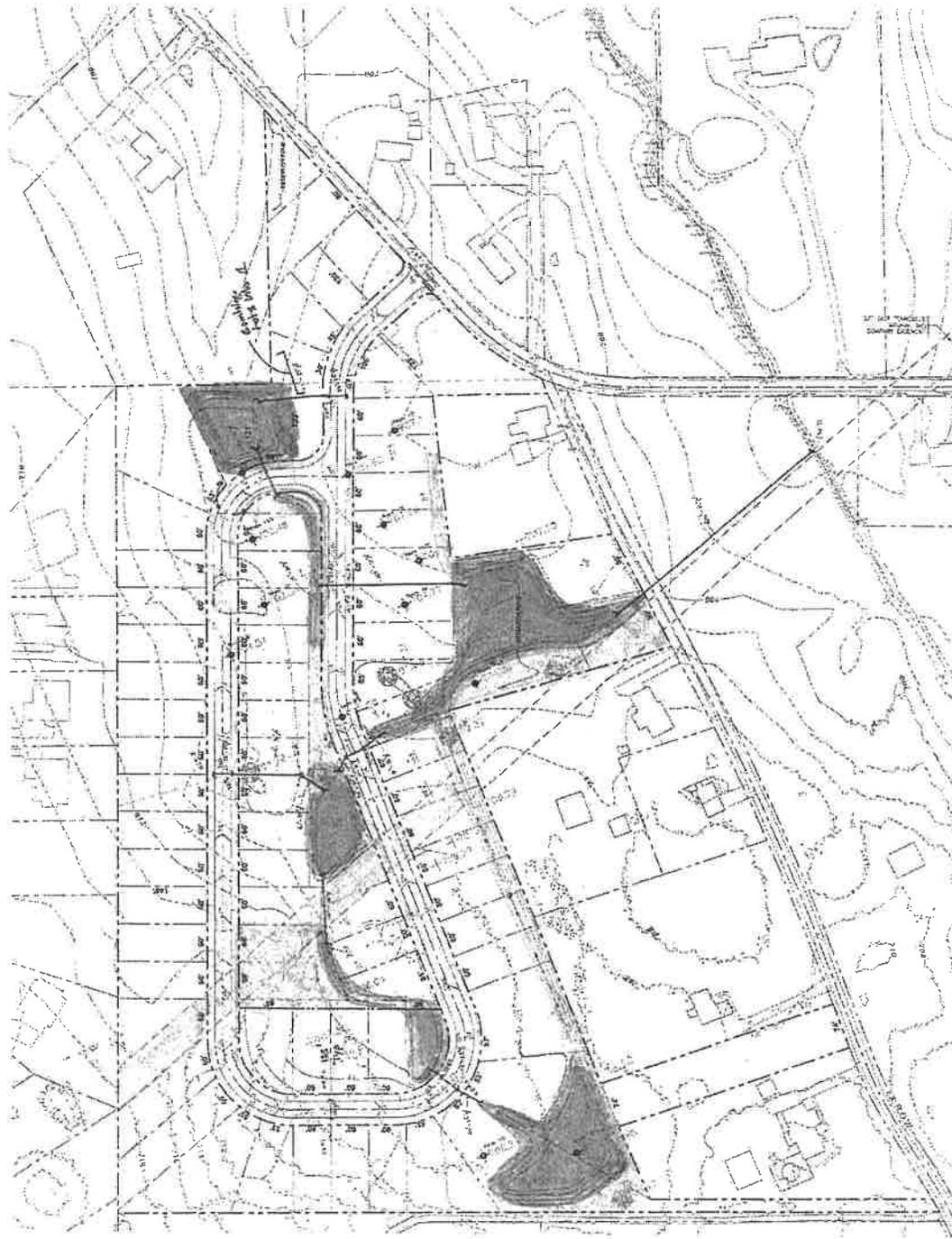
Chattanooga Hamilton County Regional Planning Agency



2015-024 Special Exceptions Permit for a Residential PUD

675 ft

Chattanooga Hamilton County Regional Planning Agency





# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-24

(P.C. NO. 2015-025)

**A RESOLUTION GRANTING A SPECIAL PERMIT  
FOR A RESIDENTIAL PLANNED UNIT  
DEVELOPMENT FOR PROPERTIES LOCATED AT  
2607 & 2631 OOLTEWAH-RINGGOLD ROAD**

**WHEREAS**, Craig Design Group/Nelson & Marcetta Wong petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for a Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Craig Design Group/Nelson & Marcetta Wong 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 March 18, 2015, concerning the passage of this Resolution as required by law, and such 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 Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road. Lot 2, Charles and Lou Emma Subdivision, Plat Book 93, Page 51, ROHC, being the property described in Deed Book 9160, Page 212, ROHC, and an unplatted tract of land located at 2631 Ooltewah Ringgold Road, being the property described in Deed Book 3069, Page 680, ROHC. Tax Maps 160-037.04 and 160-037.05 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

March 18, 2015

\_\_\_\_\_  
Date

2015-025 Hamilton County  
February 9, 2015

RESOLUTION

WHEREAS, Craig Design Group/Nelson & Marcetta Wong 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 Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road.

Lot 2, Charles and Lou Emma Subdivision, Plat Book 93, Page 51, ROHC, being the property described in Deed Book 9160, Page 212, ROHC, and an unplatted tract of land located at 2631 Ooltewah Ringgold Road, being the property described in Deed Book 3069, Page 680, ROHC. Tax Maps 160-037.04 and 160-037.05 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2015,

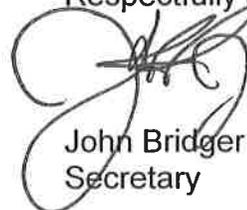
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, there was opposition present to the petition,

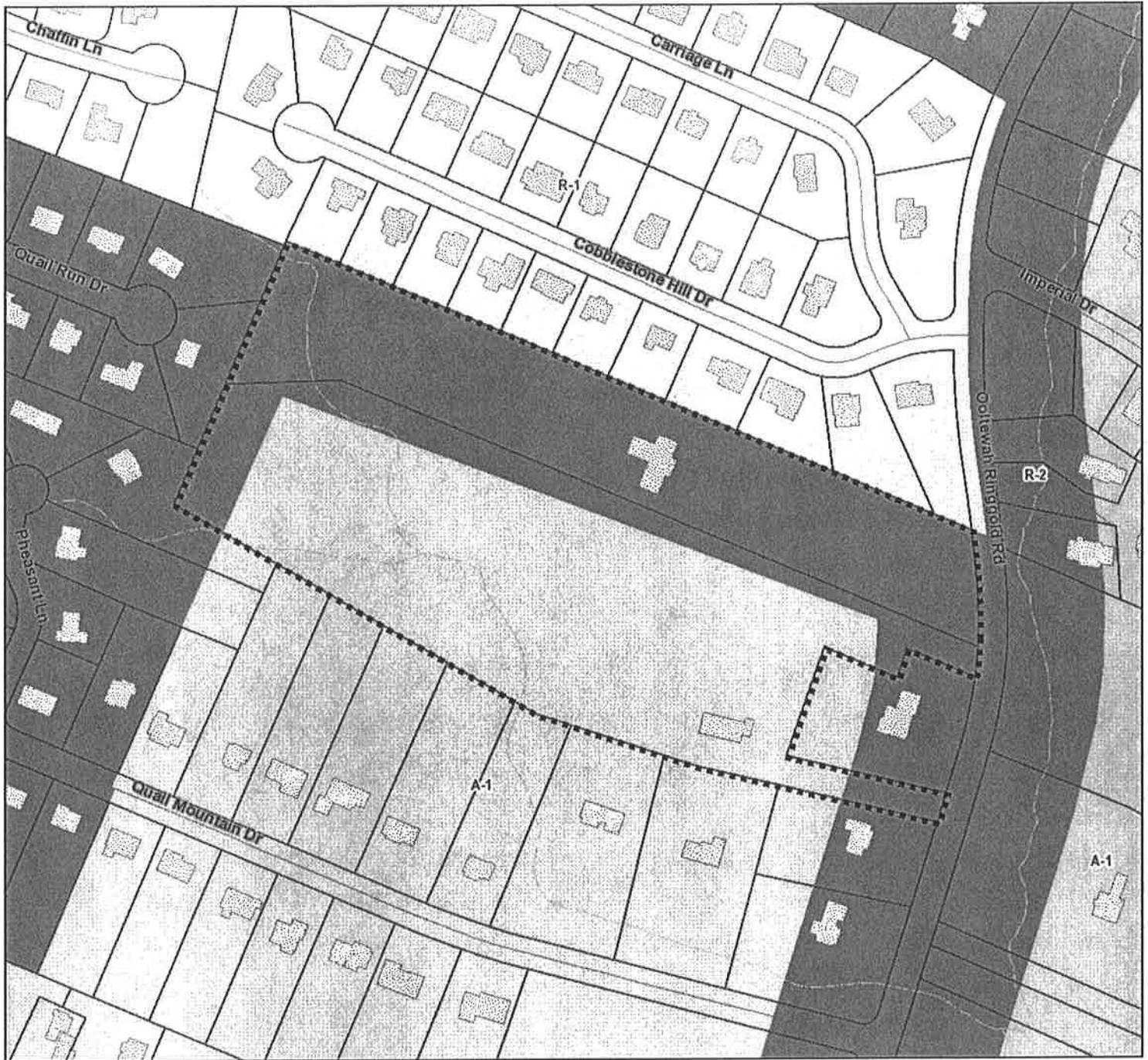
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2015-025 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE 2015-025: Approve



232 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-025

PC Meeting Date: 02-09-15

**Applicant Request****Special Exceptions Permit for a Planned Unit Development (PUD)**

Property Location:	2607 & 2631 Ooltewah-Ringgold Road
Property Owner:	Nelson and Marcetta Wong
Applicant:	Craig Design Group

**Project Description**

- The applicant proposes to develop a 14.33-acre site with 35 dwelling units (26 single-family homes, 9 townhomes) and several acres of common areas.
- A clubhouse with swimming pool is proposed to be located at the front of the development behind the existing home at 2613 Ooltewah-Ringgold Road.
- Two access points to the development are proposed at Ooltewah-Ringgold Road.
- Proposed total density is approximately 2.4 dwelling units per acre.

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

- The 14.33 acre site is located on the west side of Ooltewah-Ringgold Road approximately one mile north of the Standifer Gap Road intersection and 1.5 miles north of East Hamilton Middle High School
- The site currently contains one or two single-family homes.
- Access: Currently, access to the site is only from Ooltewah-Ringgold Road.
- Development form: Adjacent lot sizes on the north side of the site range from one-third to one-half acre. Adjacent lot sizes to the south and west range from one-half to one acre.
- Land uses: All properties within a ½-mile radius of the site are either used for single-family homes or are undeveloped.
- Density: The residential density of the adjacent subdivision to the north is 2.1 dwelling units per acre. The average residential density in the immediate vicinity of the site is approximately 1.5 dwelling units per acre. The average residential density within a ½-mile radius of site ranges from 1 to 3 dwelling units per acre.

**Zoning History**

- The site is currently zoned A1 Agricultural District (7.28 acres) and R2 Urban Residential District (7.05 acres).
- The adjacent subdivision to the north is zoned R-1 Single-Family Residential District. The adjacent subdivision to the west is zoned R-2 Urban Residential District and the adjacent properties to the south are zoned A-1 Agricultural District.
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- There is no current adopted land use plan for this area.
- The Comprehensive Plan places this site in the Outer Suburban Development Sector. For residential development, this Sector recommends separation of single-family from multi-family residential, and notes that medium/higher density residential may be appropriate if incorporated into a single family residential development.
- The current A-1 District permits farming and agricultural uses as well as single-family homes limited to no more than 2 dwelling units per acre.
- An A-1 PUD also has a maximum residential density of 2 dwelling units per acre.
- An R-2 PUD has a maximum residential density of 8 dwelling units per acre.
- Based on the calculation found in the Zoning Regulations, section 401.3F, the maximum number of

## PLANNING COMMISSION CASE REPORT

dwelling units permitted in a PUD by the current zoning for this site is 70 (A1- 7.28 acres X 2 dwelling units per acre= 14.56 dwelling units & R2: 7.05 acres X 8 dwelling units per acre= 56.4 dwelling units).

- The current A1 and R2 zoning would permit approximately 40 to 45 single-family residences (with no PUD).

### Key Findings

- The proposal is supported by the Outer Suburban Development Sector recommendations of the Comprehensive Plan, since the proposed townhomes are incorporated into an overall design that is predominantly detached single family residential.
- The proposed use is compatible with surrounding uses.
- The proposed residential density is compatible with the surrounding densities.
- The proposal would set a precedent for future requests. However, townhouses can be appropriate in the low density residential area when thoughtfully situated in developments without significantly increasing the density or creating additional burdens on existing housing types. This is reflected in the RPA's Townhouse Policy which states, "Townhouses are also generally more acceptable and compatible with surrounding detached low-density single-family residential development if they are part of a Unified Development and sited to the interior of that development."
- The residential proposal does not have walking or biking access to education institutions.
- The proposal meets the requirements set by the Hamilton County Zoning Regulations for planned unit developments (Article VI, Section 401).

### Staff Recommendation

Approve.

### Planning Commission Recommendation

Approve. There was opposition present at the Planning Commission meeting.



2015-025 Special Exceptions Permit for a Residential Planned Unit Development

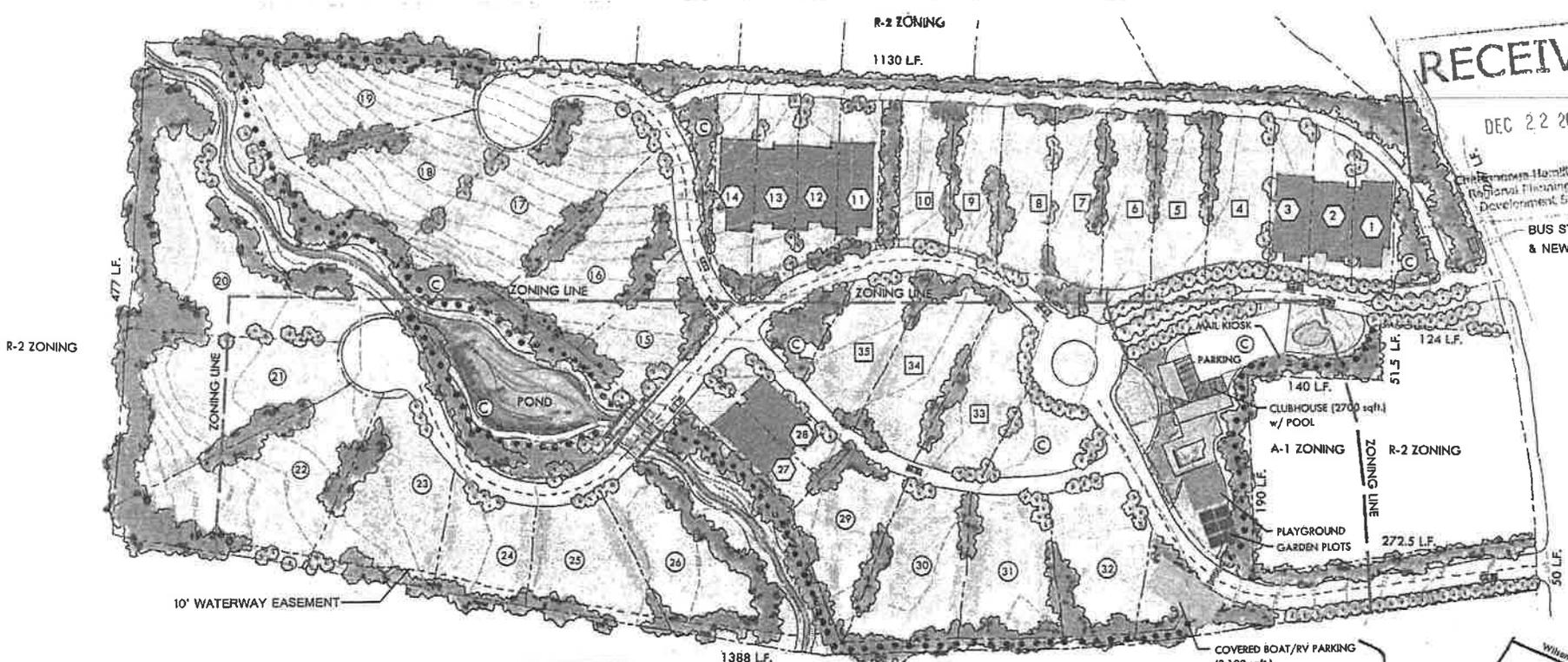
275 ft

Chattanooga Hamilton County Regional Planning Agency

**RECEIVED**  
 DEC 22 2014

Chattanooga Hamilton County  
 Regional Planning Agency  
 Development Services

BUS STOP  
 & NEW BUS LANE



**LEGEND**

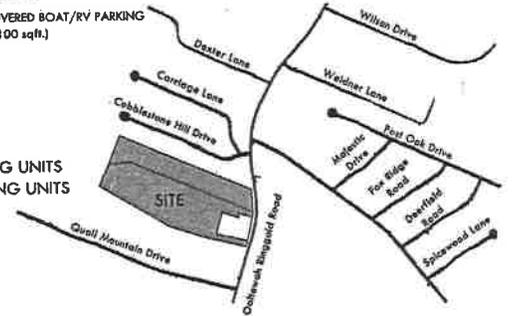
- MULTI-FAMILY  
2400 sqft. per unit
- REAR ENTRY SINGLE FAMILY
- SINGLE FAMILY
- COMMON AREA
- TRAIL
- SIDEWALK

**SITE INFO**

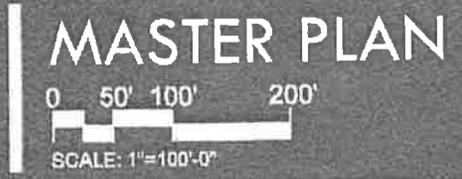
ADDRESS: 2607 & 2631 OOLTEWAH RINGGOLD RD  
 OOLTEWAH, TENNESSEE 37363  
 ZONING: R-2 & A-1  
 TAX MAP #(s): 160 037.04 & 160 037.05  
 JURISDICTIONAL DISTRICT: 2 (Hamilton Co.)  
 TOTAL PROPERTY L.F.: 4161 L.F.

ACREAGE:  
 A-1 ZONING ACRE: 7.28  
 R-2 ZONING ACRE: 7.05  
 TOTAL ACRE: 14.33  
 DWELLING UNITS:  
 ALLOWED IN A-1: 2 PER ACRE  
 ALLOWED IN R-2: 2 PER ACRE  
 TOTAL ALLOWED: 29 DWELLING UNITS

PUD DWELLING UNITS:  
 ALLOWED IN A-1: 2 PER ACRE  
 ALLOWED IN R-2: 8 PER ACRE  
 TOTAL ALLOWED: 70 DWELLING UNITS  
 TOTAL PROPOSED: 35 DWELLING UNITS



**SKYFALL SUBDIVISION**  
 2607 & 2631 OOLTEWAH RINGGOLD ROAD  
 OOLTEWAH, TENNESSEE 37363



cdg CRAIG  
 DESIGN  
 GROUP

413 SPEARS AVE  
 CHATTANOOGA, TN 37405  
 O: 423-521-7622  
 F: 1-866-555-1965  
 E: glenn@craigdesigngroup.com

2015-025 / County

We, the undersigned citizens of Hamilton County, Tennessee, are opposed to variance requested for the planned multi-family development for 2631 (5 acres) and 2607 (9.3 acres) Ooltewah-Ringgold Road, Ooltewah, TN, proposed in February 9, 2015 agenda for the Hamilton County Planning Commission.

30 signatures

Signature	Printed Name	Street Number	Address, City, State, Zip Code
	Melony Gardner	9214	Cobblestone Hill Drive, Ooltewah, TN 37363
	Paul Bratley Gardner	9214	Cobblestone Hill Drive, Ooltewah, TN 37363
	WAYNE L. STARR	9208	Cobblestone Hill Drive, Ooltewah, TN 37363
	Verlyne Starr	9208	Cobblestone Hill Drive, Ooltewah, TN 37363
	Larry Milaur	9206	Cobblestone Hill Drive, Ooltewah, TN 37363
	Deborah Milaur	9206	Cobblestone Hill Drive, Ooltewah, TN 37363
	Puddy Holder	9203	Cobblestone Hill Drive, Ooltewah, TN 37363
	RALPH LAFAVE	9200	Cobblestone Hill Drive, Ooltewah, TN 37363
	Kevin Riggs	9209	Cobblestone Hill Drive, Ooltewah, TN 37363
	Cindee Riggs	9209	Cobblestone Hill Drive, Ooltewah, TN 37363
	Lorie Torres	9213	Cobblestone Hill Drive, Ooltewah, TN 37363
	Ted Gatewood	9215	Cobblestone Hill Drive, Ooltewah, TN 37363
	Ben Phillips	9224	Cobblestone Hill Drive, Ooltewah, TN 37363
	Tiffany Phillips	9224	Cobblestone Hill Drive, Ooltewah, TN 37363
	Mary Murdock	9219	Cobblestone Hill Drive, Ooltewah, TN 37363
	Mickey Dorsey	9228	Cobblestone Hill Drive, Ooltewah, TN 37363
	Lorrie Dorsey	9228	Cobblestone Hill Drive, Ooltewah, TN 37363
	Melanie Gregory	9230	Cobblestone Hill Drive, Ooltewah, TN 37363
	JOEY GREGORY	9230	Cobblestone Hill Drive, Ooltewah, TN 37363
	MILDRED F. CHILDERS	9229	Cobblestone Hill Drive, Ooltewah, TN 37363
	CHARLES R. CHILDERS	9229	Cobblestone Hill Drive, Ooltewah, TN 37363
_____	_____	_____	Cobblestone Hill Drive, Ooltewah, TN 37363
_____	_____	_____	Cobblestone Hill Drive, Ooltewah, TN 37363
_____	_____	_____	Cobblestone Hill Drive, Ooltewah, TN 37363





# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-24B

(P.C. NO. 2015-025)

**A RESOLUTION GRANTING A SPECIAL PERMIT  
FOR A RESIDENTIAL PLANNED UNIT  
DEVELOPMENT FOR PROPERTIES LOCATED AT  
2607 & 2631 OOLTEWAH-RINGGOLD ROAD**

**WHEREAS**, Craig Design Group/Nelson & Marcetta Wong petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Permit for a Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Craig Design Group/Nelson & Marcetta Wong 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 March 18, 2015, concerning the passage of this Resolution as required by law, and such 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 secondary entrance near the southern property boundary shall be limited to service personnel and emergency use only. To accommodate this purpose, this entrance shall be gated at all times, and secured so that general traffic does not have access to this entrance,** to grant a Special Permit for a Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road. Lot 2, Charles and Lou Emma Subdivision, Plat Book 93, Page 51, ROHC, being the property described in Deed Book 9160, Page 212, ROHC, and an unplatted tract of land located at 2631 Ooltewah Ringgold Road, being the property described in Deed Book 3069, Page 680, ROHC. Tax Maps 160-037.04 and 160-037.05 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**

**March 18, 2015**

\_\_\_\_\_

**Date**

2015-025 Hamilton County  
February 9, 2015

RESOLUTION

WHEREAS, Craig Design Group/Nelson & Marcetta Wong 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 Residential Planned Unit Development for properties located at 2607 & 2631 Ooltewah-Ringgold Road.

Lot 2, Charles and Lou Emma Subdivision, Plat Book 93, Page 51, ROHC, being the property described in Deed Book 9160, Page 212, ROHC, and an unplatted tract of land located at 2631 Ooltewah Ringgold Road, being the property described in Deed Book 3069, Page 680, ROHC. Tax Maps 160-037.04 and 160-037.05 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2015,

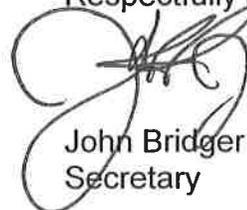
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, there was opposition present to the petition,

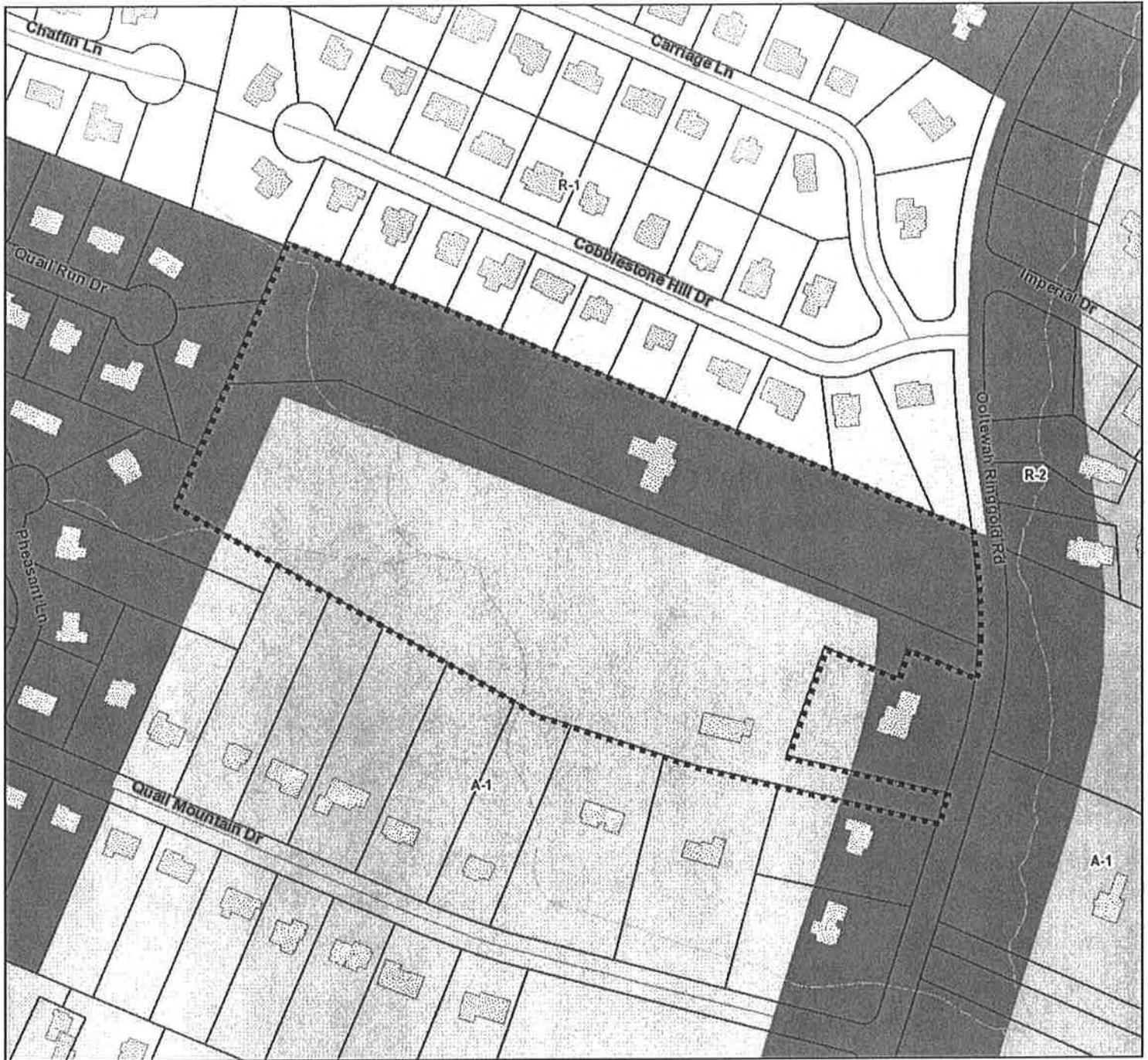
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2015-025 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE 2015-025: Approve



232 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2015-025

PC Meeting Date: 02-09-15

**Applicant Request****Special Exceptions Permit for a Planned Unit Development (PUD)**

Property Location:	2607 & 2631 Ooltewah-Ringgold Road
Property Owner:	Nelson and Marcetta Wong
Applicant:	Craig Design Group

**Project Description**

- The applicant proposes to develop a 14.33-acre site with 35 dwelling units (26 single-family homes, 9 townhomes) and several acres of common areas.
- A clubhouse with swimming pool is proposed to be located at the front of the development behind the existing home at 2613 Ooltewah-Ringgold Road.
- Two access points to the development are proposed at Ooltewah-Ringgold Road.
- Proposed total density is approximately 2.4 dwelling units per acre.

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

- The 14.33 acre site is located on the west side of Ooltewah-Ringgold Road approximately one mile north of the Standifer Gap Road intersection and 1.5 miles north of East Hamilton Middle High School
- The site currently contains one or two single-family homes.
- Access: Currently, access to the site is only from Ooltewah-Ringgold Road.
- Development form: Adjacent lot sizes on the north side of the site range from one-third to one-half acre. Adjacent lot sizes to the south and west range from one-half to one acre.
- Land uses: All properties within a ½-mile radius of the site are either used for single-family homes or are undeveloped.
- Density: The residential density of the adjacent subdivision to the north is 2.1 dwelling units per acre. The average residential density in the immediate vicinity of the site is approximately 1.5 dwelling units per acre. The average residential density within a ½-mile radius of site ranges from 1 to 3 dwelling units per acre.

**Zoning History**

- The site is currently zoned A1 Agricultural District (7.28 acres) and R2 Urban Residential District (7.05 acres).
- The adjacent subdivision to the north is zoned R-1 Single-Family Residential District. The adjacent subdivision to the west is zoned R-2 Urban Residential District and the adjacent properties to the south are zoned A-1 Agricultural District.
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- There is no current adopted land use plan for this area.
- The Comprehensive Plan places this site in the Outer Suburban Development Sector. For residential development, this Sector recommends separation of single-family from multi-family residential, and notes that medium/higher density residential may be appropriate if incorporated into a single family residential development.
- The current A-1 District permits farming and agricultural uses as well as single-family homes limited to no more than 2 dwelling units per acre.
- An A-1 PUD also has a maximum residential density of 2 dwelling units per acre.
- An R-2 PUD has a maximum residential density of 8 dwelling units per acre.
- Based on the calculation found in the Zoning Regulations, section 401.3F, the maximum number of

## PLANNING COMMISSION CASE REPORT

dwelling units permitted in a PUD by the current zoning for this site is 70 (A1- 7.28 acres X 2 dwelling units per acre= 14.56 dwelling units & R2: 7.05 acres X 8 dwelling units per acre= 56.4 dwelling units).

- The current A1 and R2 zoning would permit approximately 40 to 45 single-family residences (with no PUD).

### Key Findings

- The proposal is supported by the Outer Suburban Development Sector recommendations of the Comprehensive Plan, since the proposed townhomes are incorporated into an overall design that is predominantly detached single family residential.
- The proposed use is compatible with surrounding uses.
- The proposed residential density is compatible with the surrounding densities.
- The proposal would set a precedent for future requests. However, townhouses can be appropriate in the low density residential area when thoughtfully situated in developments without significantly increasing the density or creating additional burdens on existing housing types. This is reflected in the RPA's Townhouse Policy which states, "Townhouses are also generally more acceptable and compatible with surrounding detached low-density single-family residential development if they are part of a Unified Development and sited to the interior of that development."
- The residential proposal does not have walking or biking access to education institutions.
- The proposal meets the requirements set by the Hamilton County Zoning Regulations for planned unit developments (Article VI, Section 401).

### Staff Recommendation

Approve.

### Planning Commission Recommendation

Approve. There was opposition present at the Planning Commission meeting.



2015-025 Special Exceptions Permit for a Residential Planned Unit Development

275 ft

Chattanooga Hamilton County Regional Planning Agency



2015-025 / County

We, the undersigned citizens of Hamilton County, Tennessee, are opposed to variance requested for the planned multi-family development for 2631 (5 acres) and 2607 (9.3 acres) Ooltewah-Ringgold Road, Ooltewah, TN, proposed in February 9, 2015 agenda for the Hamilton County Planning Commission.

30 signatures

Signature	Printed Name	Street Number	Address, City, State, Zip Code
	Melony Gardner	9214	Cobblestone Hill Drive, Ooltewah, TN 37363
	Paul Bratley Gardner	9214	Cobblestone Hill Drive, Ooltewah, TN 37363
	WAYNE L. STARR	9208	Cobblestone Hill Drive, Ooltewah, TN 37363
	Verlyne Starr	9208	Cobblestone Hill Drive, Ooltewah, TN 37363
	Larry Milaur	9206	Cobblestone Hill Drive, Ooltewah, TN 37363
	Deborah Milaur	9206	Cobblestone Hill Drive, Ooltewah, TN 37363
	Puddy Holder	9203	Cobblestone Hill Drive, Ooltewah, TN 37363
	RALPH LAFAVE	9200	Cobblestone Hill Drive, Ooltewah, TN 37363
	Kevin Riggs	9209	Cobblestone Hill Drive, Ooltewah, TN 37363
	Cindee Riggs	9209	Cobblestone Hill Drive, Ooltewah, TN 37363
	Lorie Torres	9213	Cobblestone Hill Drive, Ooltewah, TN 37363
	Ted Gatewood	9215	Cobblestone Hill Drive, Ooltewah, TN 37363
	Ben Phillips	9224	Cobblestone Hill Drive, Ooltewah, TN 37363
	Tiffany Phillips	9224	Cobblestone Hill Drive, Ooltewah, TN 37363
	Mary Murdock	9219	Cobblestone Hill Drive, Ooltewah, TN 37363
	Mickey Dorsey	9228	Cobblestone Hill Drive, Ooltewah, TN 37363
	Lorrie Dorsey	9228	Cobblestone Hill Drive, Ooltewah, TN 37363
	Melanie Gregory	9230	Cobblestone Hill Drive, Ooltewah, TN 37363
	JOEY GREGORY	9230	Cobblestone Hill Drive, Ooltewah, TN 37363
	MILDRED F. CHILDERS	9229	Cobblestone Hill Drive, Ooltewah, TN 37363
	CHARLES R. CHILDERS	9229	Cobblestone Hill Drive, Ooltewah, TN 37363
_____	_____	_____	Cobblestone Hill Drive, Ooltewah, TN 37363
_____	_____	_____	Cobblestone Hill Drive, Ooltewah, TN 37363
_____	_____	_____	Cobblestone Hill Drive, Ooltewah, TN 37363





# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-25A

(P.C. NO. 2015-027)

**A RESOLUTION TO REZONE FROM R-2A  
RURAL RESIDENTIAL DISTRICT & R-3  
APARTMENT-TOWNHOUSE DISTRICT TO C-2  
LOCAL BUSINESS COMMERCIAL DISTRICT,  
PROPERTIES LOCATED AT 8603 AND 8699  
NORTH HICKORY VALLEY ROAD**

**WHEREAS**, John Parrish/Carlson Consulting Engineers/Cornerstone Auto Brokers/Ray Moss & Barbara Moss Belville petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, John Parrish/Carlson Consulting Engineers/Cornerstone Auto Brokers/Ray Moss & Barbara Moss Belville 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 March 18, 2015, concerning the passage of this Resolution as required by law, and such 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 R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road. Part of an unplatted tract of land located at 8699 North Hickory Valley Road, being a portion of the property described in Deed Book 8809, Page 69, ROHC and further described in rezoning attachment #4 as submitted by the applicant and made part of the case file; along with part of Lot 3, Rex Ritchey Tract, Plat Book 14, Page 82, ROHC, being the property described as Tract One in Deed Book 7554, Page 1, ROHC. Tax Maps 120E-A-001 (Part)

and 120E-A-005 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

March 18, 2015

\_\_\_\_\_

Date

2015-027 Hamilton County  
February 9, 2015

## RESOLUTION

WHEREAS, John Parrish/Carlson Consulting Engineers/Cornerstone Auto Brokers/Ray Moss & Barbara Moss Belville petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road.

Part of an unplatted tract of land located at 8699 North Hickory Valley Road, being a portion of the property described in Deed Book 8809, Page 69, ROHC and further described in rezoning attachment #4 as submitted by the applicant and made part of the case file; along with part of Lot 3, Rex Ritchey Tract, Plat Book 14, Page 82, ROHC, being the property described as Tract One in Deed Book 7554, Page 1, ROHC. Tax Maps 120E-A-001 (Part) and 120E-A-005 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2015,

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

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

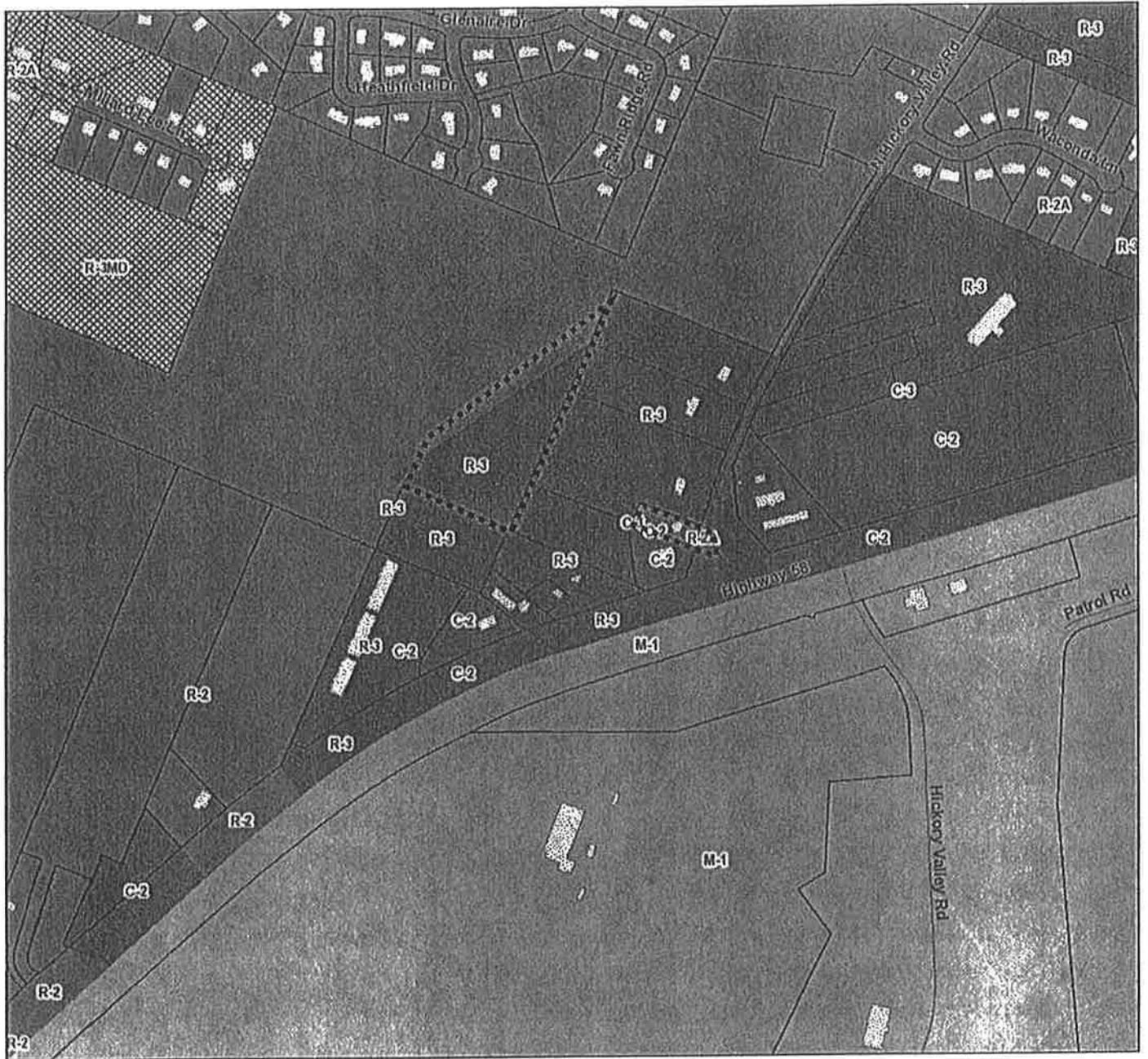
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to submittal of a traffic study to the Hamilton County Engineer.

Respectfully submitted,



John Bridger  
Secretary



## 2015-027 Rezoning from R-2A and R-3 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE 2015-027: Approve,  
subject to submittal of a traffic study to the Hamilton County Engineer.



489 ft



Chattanooga Hamilton County Regional Planning Agency



# PLANNING COMMISSION CASE REPORT

Case Number: 2015-027

PC Meeting Date: 02-09-15

## Applicant Request

Rezone from R-2A Rural Residential District & R-3 Multi-Family Residential District to C-2 Local Business Commercial District

Property Location:	8603 & 8699 North Hickory Valley Road
Property Owner:	Cornerstone Auto Brokers & Ray Moss & Barbara Moss Belville
Applicant:	John Parrish/Carlson Consulting Engineers

## Project Description

- The applicant is proposing to develop the 21.5-acre site with a Walmart Super Center approximately 155,000 square feet in size.
- Approximately 16 acres of the site is in the City of Chattanooga and 5.5 acres is in unincorporated Hamilton County.
- The request is for the 5.5-acre portion currently within unincorporated Hamilton County.
- The applicant has petitioned to have the unincorporated portion annexed into the City of Chattanooga.

## Site Analysis

### Site Description

- The 5.5-acre site is located at the intersection of Highway 58 and North Hickory Valley Road.
- Functional Classification: According to the Tennessee Department of Transportation's Functional Classification System, Highway 58 is classified as an Urban Principal Arterial and North Hickory Valley Road is classified as an Urban Collector.
- Access: Currently, access to the site is from Highway 58 and North Hickory Valley Road.
- Development Form: The site currently sits within a suburban location with no clearly-established development form.
- Land Uses: Land uses north of the site are single-family residential. The nearest home is approximately 180 feet from the site's northernmost corner. Approximately 32 acres of vacant wooded land lies between the site and the residential areas. Adjacent southwest to the site is a 2-story 24-unit apartment complex. Across North Hickory Valley Road to the east and fronting Highway 58 is a convenience store/12-pump fuel center. Just east of that approximately 650 feet is a 9-story multiple-unit senior living facility.

### Zoning History

- The site, including both the unincorporated and City of Chattanooga portions, is currently zoned R-3 Residential (approximately 19.5 acres), R-2 Residential (approximately one-third acre), and C-2 Convenience Commercial (approximately 1.8 acres).
- There has been recent zoning and annexation activity on this site.
- 2013- In March 2013, a portion of the site fronting Highway 58 was annexed into the City of Chattanooga, maintaining the C-2 Commercial that existed. (Ordinance #12700).
- 2013- In July 2013, approximately 4 acres of the site which was within the City of Chattanooga was rezoned from C-2 Convenience Commercial to R-3 Residential. (Ordinance #12742).
- 2013- In July 2013, approximately 11 acres of the site which was within the unincorporated portion of Hamilton County was rezoned from the R2-A Rural Residential and C-3 General Business Commercial Districts to R-3 Multi-Family Residential. (Resolution #713-17).
- 2013- In August 2013, an additional 3.7 acres of the site within the unincorporated portion of Hamilton County was rezoned from the R2-A Rural Residential District to R-3 Multi-Family Residential with certain conditions. (Resolution #913-2B).
- 2014- In February 2014, the unincorporated 11 acres mentioned above for Resolution #713-17 were

## PLANNING COMMISSION CASE REPORT

annexed into the City (by request of the property owners). In May 2014, these properties were rezoned from R-3 Multi-Family Residential District (Hamilton County classification) to the R-3 Residential Zone (City of Chattanooga classification).

### Plans/Policies

- There is no current adopted land use plan for this area.
- The site is located within the Outer Suburban Growth sector of the Comprehensive Plan. For business uses, this sector recommends they be located at the intersection of significant thoroughfares.

### Key Findings

- There is not an established development form for the area, this proposal has the ability to help shape this emerging pattern.
- The proposal would be an extension of an existing zone.
- The proposal is consistent with the recommendations of the Outer Suburban Growth sector since it is located at the intersection of a collector and a major thoroughfare.
- Special consideration should be given to how development transitions between the higher-density residential southwest of the site and to the low-density residential further to the north.
- The N. Hickory Valley Road and Highway 58 intersection provides adequate capacity for the expected trip generation. This intersection provides access to a major employment center and I-75.

### Staff Recommendation

Approve, subject to submittal of a traffic study to the Hamilton County Engineer.

### Planning Commission Recommendation

Approve, subject to submittal of a traffic study to the Hamilton County Engineer. There was no opposition present at the Planning Commission meeting.



## 2015-027 Rezoning R-2A and R-3 to C-2

500 ft

Chattanooga Hamilton County Regional Planning Agency



# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-25B

P.C. NO. 2015-027)

**A RESOLUTION TO REZONE FROM R-2A  
RURAL RESIDENTIAL DISTRICT & R-3  
APARTMENT-TOWNHOUSE DISTRICT TO C-2  
LOCAL BUSINESS COMMERCIAL DISTRICT,  
PROPERTIES LOCATED AT 8603 AND 8699  
NORTH HICKORY VALLEY ROAD**

**WHEREAS**, John Parrish/Carlson Consulting Engineers/Cornerstone Auto Brokers/Ray Moss & Barbara Moss Belville petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, John Parrish/Carlson Consulting Engineers/Cornerstone Auto Brokers/Ray Moss & Barbara Moss Belville 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 March 18, 2015, concerning the passage of this Resolution as required by law, and such 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 R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road, **subject to submittal of a traffic study to the Hamilton County Engineer.** Part of an unplatted tract of land located at 8699 North Hickory Valley Road, being a portion of the property described in Deed Book 8809, Page 69, ROHC and further described in rezoning attachment #4 as submitted by the applicant and made part of the case file; along with part of Lot 3, Rex Ritchey Tract, Plat Book 14, Page 82, ROHC, being the property described as

Tract One in Deed Book 7554, Page 1, ROHC. Tax Maps 120E-A-001 (Part) and 120E-A-005 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

March 18, 2015

\_\_\_\_\_

Date

2015-027 Hamilton County  
February 9, 2015

## RESOLUTION

WHEREAS, John Parrish/Carlson Consulting Engineers/Cornerstone Auto Brokers/Ray Moss & Barbara Moss Belville petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-2A Rural Residential District & R-3 Apartment-Townhouse District to C-2 Local Business Commercial District, properties located at 8603 and 8699 North Hickory Valley Road.

Part of an unplatted tract of land located at 8699 North Hickory Valley Road, being a portion of the property described in Deed Book 8809, Page 69, ROHC and further described in rezoning attachment #4 as submitted by the applicant and made part of the case file; along with part of Lot 3, Rex Ritchey Tract, Plat Book 14, Page 82, ROHC, being the property described as Tract One in Deed Book 7554, Page 1, ROHC. Tax Maps 120E-A-001 (Part) and 120E-A-005 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on February 9, 2015,

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

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

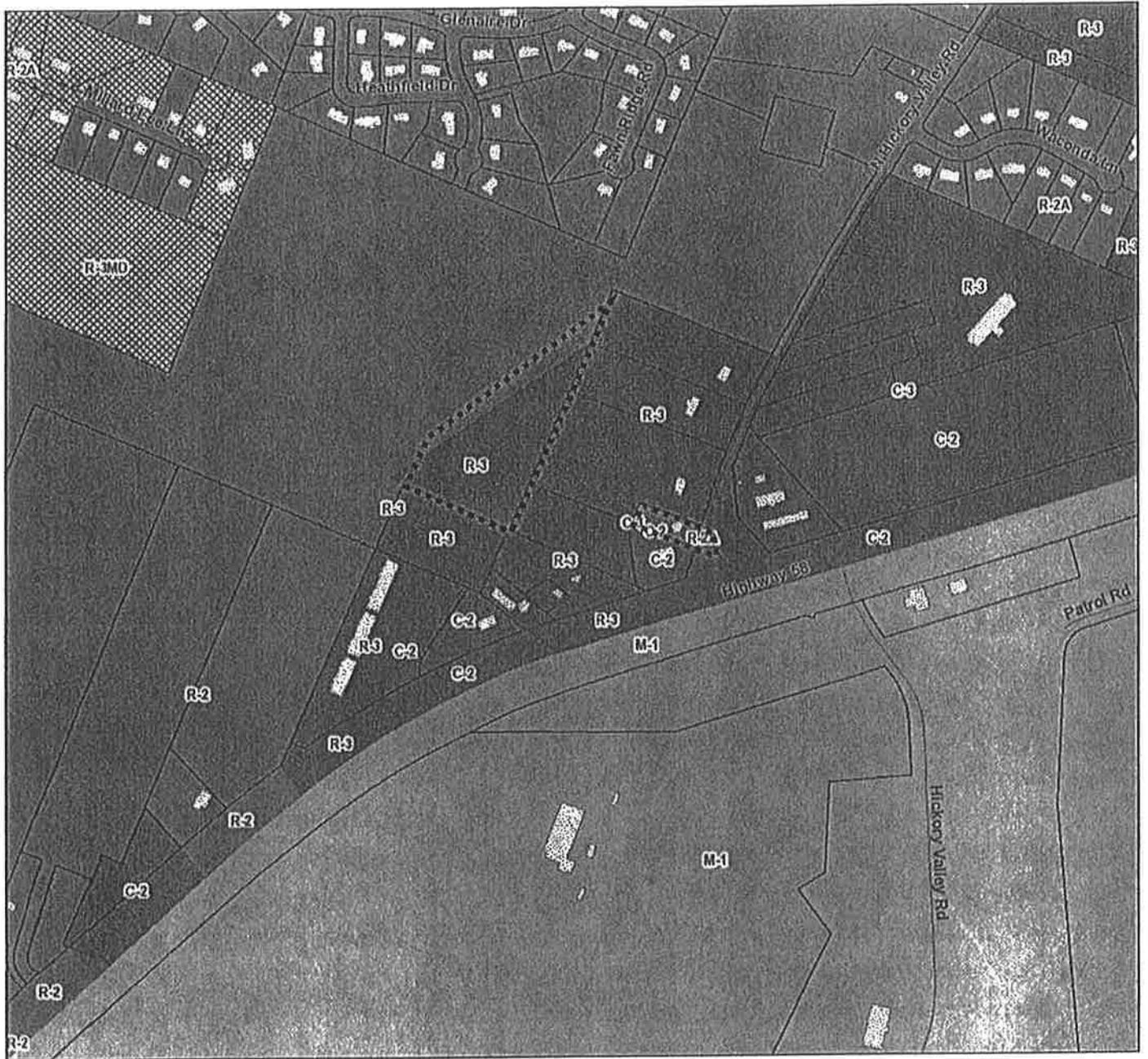
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on February 9, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to submittal of a traffic study to the Hamilton County Engineer.

Respectfully submitted,



John Bridger  
Secretary



## 2015-027 Rezoning from R-2A and R-3 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE 2015-027: Approve,  
subject to submittal of a traffic study to the Hamilton County Engineer.



489 ft



Chattanooga Hamilton County Regional Planning Agency



# PLANNING COMMISSION CASE REPORT

Case Number: 2015-027

PC Meeting Date: 02-09-15

## Applicant Request

Rezone from R-2A Rural Residential District & R-3 Multi-Family Residential District to C-2 Local Business Commercial District

Property Location:	8603 & 8699 North Hickory Valley Road
Property Owner:	Cornerstone Auto Brokers & Ray Moss & Barbara Moss Belville
Applicant:	John Parrish/Carlson Consulting Engineers

## Project Description

- The applicant is proposing to develop the 21.5-acre site with a Walmart Super Center approximately 155,000 square feet in size.
- Approximately 16 acres of the site is in the City of Chattanooga and 5.5 acres is in unincorporated Hamilton County.
- The request is for the 5.5-acre portion currently within unincorporated Hamilton County.
- The applicant has petitioned to have the unincorporated portion annexed into the City of Chattanooga.

## Site Analysis

### Site Description

- The 5.5-acre site is located at the intersection of Highway 58 and North Hickory Valley Road.
- Functional Classification: According to the Tennessee Department of Transportation's Functional Classification System, Highway 58 is classified as an Urban Principal Arterial and North Hickory Valley Road is classified as an Urban Collector.
- Access: Currently, access to the site is from Highway 58 and North Hickory Valley Road.
- Development Form: The site currently sits within a suburban location with no clearly-established development form.
- Land Uses: Land uses north of the site are single-family residential. The nearest home is approximately 180 feet from the site's northernmost corner. Approximately 32 acres of vacant wooded land lies between the site and the residential areas. Adjacent southwest to the site is a 2-story 24-unit apartment complex. Across North Hickory Valley Road to the east and fronting Highway 58 is a convenience store/12-pump fuel center. Just east of that approximately 650 feet is a 9-story multiple-unit senior living facility.

### Zoning History

- The site, including both the unincorporated and City of Chattanooga portions, is currently zoned R-3 Residential (approximately 19.5 acres), R-2 Residential (approximately one-third acre), and C-2 Convenience Commercial (approximately 1.8 acres).
- There has been recent zoning and annexation activity on this site.
- 2013- In March 2013, a portion of the site fronting Highway 58 was annexed into the City of Chattanooga, maintaining the C-2 Commercial that existed. (Ordinance #12700).
- 2013- In July 2013, approximately 4 acres of the site which was within the City of Chattanooga was rezoned from C-2 Convenience Commercial to R-3 Residential. (Ordinance #12742).
- 2013- In July 2013, approximately 11 acres of the site which was within the unincorporated portion of Hamilton County was rezoned from the R2-A Rural Residential and C-3 General Business Commercial Districts to R-3 Multi-Family Residential. (Resolution #713-17).
- 2013- In August 2013, an additional 3.7 acres of the site within the unincorporated portion of Hamilton County was rezoned from the R2-A Rural Residential District to R-3 Multi-Family Residential with certain conditions. (Resolution #913-2B).
- 2014- In February 2014, the unincorporated 11 acres mentioned above for Resolution #713-17 were

## PLANNING COMMISSION CASE REPORT

annexed into the City (by request of the property owners). In May 2014, these properties were rezoned from R-3 Multi-Family Residential District (Hamilton County classification) to the R-3 Residential Zone (City of Chattanooga classification).

### Plans/Policies

- There is no current adopted land use plan for this area.
- The site is located within the Outer Suburban Growth sector of the Comprehensive Plan. For business uses, this sector recommends they be located at the intersection of significant thoroughfares.

### Key Findings

- There is not an established development form for the area, this proposal has the ability to help shape this emerging pattern.
- The proposal would be an extension of an existing zone.
- The proposal is consistent with the recommendations of the Outer Suburban Growth sector since it is located at the intersection of a collector and a major thoroughfare.
- Special consideration should be given to how development transitions between the higher-density residential southwest of the site and to the low-density residential further to the north.
- The N. Hickory Valley Road and Highway 58 intersection provides adequate capacity for the expected trip generation. This intersection provides access to a major employment center and I-75.

### Staff Recommendation

Approve, subject to submittal of a traffic study to the Hamilton County Engineer.

### Planning Commission Recommendation

Approve, subject to submittal of a traffic study to the Hamilton County Engineer. There was no opposition present at the Planning Commission meeting.



## 2015-027 Rezoning R-2A and R-3 to C-2

500 ft

Chattanooga Hamilton County Regional Planning Agency



# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-26

A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF MXN CORPORATION AND CMS COMMUNICATIONS BEGINNING MARCH 18, 2015, THROUGH NOVEMBER 18, 2015, FOR HP DATA COMMUNICATIONS EQUIPMENT FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for additional HP data communications equipment for the Telecommunications Department; and,

WHEREAS, the bids from MXN Corporation and CMS Communications for the HP data communications equipment were considered to be the lowest and best bids received and,

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

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

That the bids of MXN Corporation, and CMS Communications for contract unit pricing, beginning March 18, 2015 through November 18, 2015, for HP data communications equipment for the Telecommunications Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date

HAMILTON COUNTY, TN  
DATA COMMUNICATIONS EQUIPMENT BID  
BID#:0215-113

**1.0 General**

Hamilton County Government is accepting sealed bids for unit pricing on selected data communications equipment. The contract period will be from March 18, 2015 through November 18, 2015. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract. **Note that this equipment will be used for K-12 Educational facilities throughout the County and only new product will be accepted.**

**1.1 Instructions to Vendors**

These bid documents are being issued by the Hamilton County Purchasing Department. Inquiries regarding the technical specifications of this bid should be directed to Hamilton County Telecommunications, Attn: Eric Porter 423-209-6222, ericp@hamiltontn.gov or by FAX at 423-209-6224. Inquiries regarding bid procedures should be directed to Linda Chumbler, Purchasing Department at 423-209-6350 or by FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday.

The package containing **the original and one copy** of the bid must be sealed and clearly marked "BID FOR ADDITIONAL DATA COMMUNICATIONS EQUIPMENT" on the outside of the package. Bids should be mailed or delivered to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404.**

Sealed bids will be accepted before **10:30 a.m. Eastern Time on February 20, 2015** at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

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

**1.2 Quantities**

The equipment being bid will be installed in various communications projects in Hamilton County schools and County General locations during the term of the contract. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from March 18, 2015 through November 18, 2015.

### **1.3 Shipping**

All material must be shipped prepaid to the designated County warehouse facility for storage and/or distribution. All shipping charges will be the responsibility of the vendor.

### **1.4 Guaranteed Delivery**

Hamilton County will place multiple orders for various items based on the needs and schedule of a particular project. Vendors must guarantee delivery of equipment **within ten business days** from the date order is placed. Vendors are expected to verify availability of all equipment from distributors prior to submitting bid. Vendors who cannot guarantee this delivery schedule must submit a written exception to this section with an optional delivery schedule. Failure to meet guaranteed delivery schedules will result in cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

### **1.5 Warranty**

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

### **1.7 Payment**

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

### **EQUIPMENT SPECIFICATIONS**

Hamilton County reserves the right to select a specific brand of each specified item in order to standardize the equipment used during this contract period. Failure to bid the specified brand will be considered basis to disqualify the bid. It is the responsibility of the bidder to verify part numbers and descriptions of specified items.

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

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

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

HAMILTON COUNTY, TN  
DATA COMMUNICATIONS EQUIPMENT BID  
BID#:0215-113

SUBMITTED BY:

---

Signature

---

Company Name

---

Title

---

Company Address

---

Business License Number

---

Date Submitted

### AUTHORIZATION TO BIND

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

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

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

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

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

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Date

## Additional Data Communications Equipment

Bid# 0215-113

Est QTY	Part #	Description	Price	
2	J9821A	HP 5406R zl2 Switch		
2	J9829A	HP 5400R 1100W PoE+ zl2 Power Supply		
2	J9534A	HP 24-port Gig-T PoE+ v2 zl Module		
5	J9729A	HP 2920-48G-POE+ Switch		
100	J9650A	HP MSM430 Dual Radio 802.11n AP (AM)		
2	J9550A	HP 24-Port Gig-T v2 zl Module		
2	J9549A	HP 20-Port Gig-T / 4-port SFP v2 zl Module		
2	J9535A	HP 20-Port Gig-T PoE+ / 4-port SFP v2 zl Module		
2	J9637A	HP 12-Port Gig-T PoE+ / 12-port SFP v2 zl Module		
2	J9537A	HP 24-PORT SFP v2 zl Module		
100	524179	Intellinet POE Injector		



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

[Home](#)

[Solicitations](#)

[Vendors](#)

[Reports](#)

[Setup](#)

[Events](#)

[Categories](#)

[Documents](#)

[Questions](#)

[Bidders](#)

[Bids](#)

[Log](#)

### Solicitation 0215-113 - Log Data Communications Equipment

2/09/2015 7:57 AM Eastern

Bids Due Date/Time: 2/20/2015 10:30:00 AM Eastern

**Visible to Vendors:** Currently Hidden **Bids Due:** 2/20/2015 10:30:00 AM Eastern  
[Show](#)

Message Summary

Message Detail

Document Detail

#### Message Summary

export print

Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
2/09/2015 7:57:12AM	Eastern	Linda Chumbler	<a href="#">0215-113 - Data Communications Equipment</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	551	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

**Please run the attached ad on February 9, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for additional Data Communications Equipment will be opened at 10:30 AM (ET) on February 20, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Additional Data Communications Equipment  
Telecommunications Department  
February 20, 2015 10:30 A.M.

			RJ YOUNG	UNITED DATA TECHNOLOGIES INC	TROXELL COMMUNICATIONS, INC.	GOSS VOICE AND DATA
Est QTY	Part #	Description	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
2	J9821A	HP 5406R z12 Switch	\$1,553.25	\$1,490.49	\$1,612.67	\$1,720.00
2	J9829A	HP 5400R 1100W PoE+ z12 Power Supply	\$789.15	\$757.26	\$784.93	\$940.00
2	J9534A	HP 24-port Gig-T PoE+ v2 zl Module	\$2,310.94	\$2,217.57	\$2,399.33	\$2,643.00
5	J9729A	HP 2920-48G-POE+ Switch	\$2,531.56	\$2,429.27	\$2,586.00	\$2,853.00
100	J9650A	HP MSM430 Dual Radio 802.11n AP (AM)	\$448.83	\$430.70	\$478.14	\$465.00
2	J9550A	HP 24-Port Gig-T v2 zl Module	\$2,118.31	\$2,030.72	\$2,199.33	\$2,423.00
2	J9549A	HP 20-Port Gig-T / 4-port SFP v2 zl Module	\$2,118.31	\$2,032.72	\$2,199.33	\$2,387.00
2	J9535A	HP 20-Port Gig-T PoE+ / 4-port SFP v2 zl Module	\$2,310.94	\$2,217.57	\$2,399.33	\$2,569.00
2	J9637A	HP 12-Port Gig-T PoE+ / 12-port SFP v2 zl Module	\$2,503.57	\$2,402.41	\$2,599.33	\$2,864.00
2	J9537A	HP 24-PORT SFP v2 zl Module	\$2,503.57	\$2,402.41	\$2,599.33	\$2,864.00
100	524179	Intellinet POE Injector	\$23.82	\$23.68	\$32.21	\$27.00

			MXN CORP	OM OFFICE SUPPLY	INTEGRATED OFFICE SOLUTIONS, INC	CMS COMMUNICATIONS
Est QTY	Part #	Description	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
2	J9821A	HP 5406R z12 Switch	\$1,378.83	\$1,475.00	\$1,579.20	\$1,695.00
2	J9829A	HP 5400R 1100W PoE+ z12 Power Supply	\$700.53	\$749.50	\$803.25	\$865.00
2	J9534A	HP 24-port Gig-T PoE+ v2 zl Module	\$2,051.43	\$2,194.50	\$2,339.40	\$1,400.00
5	J9729A	HP 2920-48G-POE+ Switch	\$2,211.03	\$2,365.25	\$2,576.70	\$2,225.00
100	J9650A	HP MSM430 Dual Radio 802.11n AP (AM)	\$398.43	\$426.25	\$454.65	\$485.00
2	J9550A	HP 24-Port Gig-T v2 zl Module	\$1,880.43	\$2,011.60	\$2,149.35	\$1,285.00
2	J9549A	HP 20-Port Gig-T / 4-port SFP v2 zl Module	\$1,880.43	\$2,011.60	\$2,153.55	\$1,140.00
2	J9535A	HP 20-Port Gig-T PoE+ / 4-port SFP v2 zl Module	\$2,051.43	\$2,194.50	\$2,338.35	\$1,140.00
2	J9637A	HP 12-Port Gig-T PoE+ / 12-port SFP v2 zl Module	\$2,222.43	\$2,377.50	\$2,545.20	\$1,375.00
2	J9537A	HP 24-PORT SFP v2 zl Module	\$2,222.43	\$2,377.50	\$2,539.95	\$1,050.00
100	524179	Intellinet POE Injector	NO BID	\$17.00	\$23.10	\$20.50

Request For Bids:	
Newspaper Ad:	2-9-15
Vendor Notification:	551
Vendor Response:	8
Budgeted:	Various Budgets



# Hamilton County Board of Commissioners RESOLUTION

No. 315-27

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR HAMILTON COUNTY TO ENTER INTO A CONSULTING AGREEMENT WITH RUSS BLAKELY & ASSOCIATES, LLC AT AN ANNUAL COST OF \$11,000.

WHEREAS, Russ Blakely & Associates, LLC is committed to stimulating value-based purchasing through price, quality and service competition among healthcare providers and insurers; providing the latest information to Hamilton County for effective management of their healthcare benefits plan; encouraging healthy lifestyles to improve County employees' health status; and providing Hamilton County with industry leading consultation to most effectively manage healthcare expenditures; and,

WHEREAS, Russ Blakely & Associates, LLC will provide the following services: review plan performance regarding all benefit plans; facilitate any RFPs needed for services directly or indirectly tied to the medical, dental, life and disability benefit plans; assist with cost analysis and budgeting; provide risk identification assistance to facilitate onsite clinic success; participate in annual renewal negotiations with the Client's insurers and vendors for medical and dental plans; keep Client abreast of pending/current legislation and regulations; provide ongoing compliance assistance to the Client; complete review of healthcare reform compliance and strategy to limit Client's liabilities; assist with day to day needs as they arise for all benefit plans; and,

WHEREAS, this contract will be for a three (3) year period, beginning May 1, 2015, with the option to renew for two (2) additional one (1) year terms; and,

WHEREAS, the annual cost will be paid from the health insurance fund and is expected to be covered from the savings achieved on our behalf by Russ Blakely & Associates, LLC; and,

WHEREAS, establishing this consulting contract is in the best interest of Hamilton County.

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

That the County Mayor is hereby authorized to execute all documents necessary for Hamilton County to enter into this agreement with Russ Blakely & Associates, LLC at an annual cost of \$11,000.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date

## **CONSULTING FEE AGREEMENT**

---

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of May, 2015 by and between **Russ Blakely & Associates, LLC**, a Tennessee Limited Liability Corporation, and Hamilton County Government, hereinafter the “Client”.

WITNESSETH, Russ Blakely & Associates, LLC and the Client, for and in consideration of the promises and agreements hereinafter made, agree as follows:

### **ARTICLE I SCOPE OF WORK**

- A. Russ Blakely & Associates, LLC shall provide the following services to the Client:
1. Review plan performance regarding all benefit plans.
  2. Facilitate any RFPs needed for services directly or indirectly tied to the medical, dental, life and disability benefit plans.
  3. Assist with cost analysis and budgeting.
  4. Provide risk identification assistance to facilitate onsite clinic success.
  5. Participate in annual renewal negotiations with the Client’s insurers and vendors for medical and dental plans.
  6. Keep Client abreast of pending/current legislation and regulations.
  7. Complete review of HealthCare Reform compliance and strategy to limit Client’s liabilities.
  8. Provide ongoing compliance assistance to the Client.
  9. Assist with day to day needs as they arise for the benefit plans.
- B. If additional services are requested for other lines of coverage Client and Russ Blakely & Associates, LLC agree to negotiate in good faith any additional cost for these services.

### **ARTICLE II COMPENSATION**

- A. The plan, in consideration of the services enumerated above, agrees and hereby contracts to pay Russ Blakely & Associates, LLC the following amounts:

For the services set forth in Article I.A. above, annual fee as follows:  
Effective 5/1/2015                      \$11,000

- B. For the services set forth in Article I.B., Client and Russ Blakely & Associates, LLC agree to negotiate in good faith any additional cost for these services.
- C. These fees apply for the term of this Agreement, unless modified in accordance with Article III.B.
- D. The client will pay the Annual Fee outlined in II.A through direct payment from the Client. Russ Blakely & Associates, LLC will also receive commissions from the voluntary dental plan and the medical reinsurance. Russ Blakely & Associates, LLC will be transparent in any and all compensation paid resulting from placing Client's business with any insurance or non-insurance company.

### ARTICLE III MISCELLANEOUS

Termination. The parties hereto agree that the terms of this Agreement shall remain in full force and effect through **April 30, 2018**, with the option to renew for two additional 12 month periods upon mutual agreement from both Client and Russ Blakely & Associates. Either party may terminate this contract upon 60 days written notice addressed to the other party. If this Agreement is terminated prior to **April 30, 2018**, the plan shall pay Russ Blakely & Associates, LLC for all services actually performed to the termination date set forth in the notice without further liability to the Client of any nature whatsoever either in law or in equity by reason of the termination.

- A. No amendment, modification or alteration of this Agreement shall be effective unless agreed upon in writing, and signed by both parties hereto.
- C. Confidentiality. Any information that is acquired by Russ Blakely & Associates, LLC in carrying out its duties under this Agreement which had not become public information including information regarding the plan shall be kept confidential by Russ Blakely & Associates, LLC, except as required by any law or court order, including any subpoena. Russ Blakely & Associates, LLC will not disclose or permit the disclosure of any confidential information to anyone other than the plan, its counsel, or persons designated by them or their counsel. Russ Blakely & Associates, LLC shall immediately notify the plan of any court order or subpoena requiring disclosure of confidential information, and shall appeal or challenge such order or subpoena prior to disclosure in accordance with such directions as the plan may issue and at the plan's expense (employing counsel selected by the plan), and shall cooperate with the plan to appeal or challenge any orders or subpoena requiring disclosure of confidential information. Upon termination of this Agreement and upon receipt of a written request from the plan, all confidential information delivered to Russ Blakely & Associates, LLC by the plan in Russ Blakely & Associates, LLC possession relating hereto shall be turned over to the plan (provided Russ Blakely &

Associates, LLC may retain a confidential copy of the same for its files). Russ Blakely & Associates, LLC will take reasonable measures to avoid any unintentional or inadvertent disclosure of any confidential information to any unauthorized person by any of its employees, agents, or representatives.

Likewise, the plan agrees to keep confidential in all manners and not publish, dispense or use in any way or by any means, other than for internal company business, any of Russ Blakely & Associates, LLC work product. In the event any court order or law compels or requires the disclosure of any of Russ Blakely & Associates' work product, the plan shall immediately notify Russ Blakely & Associates, LLC of any court order or subpoena requiring disclosure of such work product, and shall appeal or challenge such order or subpoena prior to disclosure in accordance with such directions as Russ Blakely & Associates, LLC may issue and at Russ Blakely & Associates' expense (employing counsel selected by Russ Blakely & Associates, LLC), and shall cooperate with Russ Blakely & Associates, LLC to appeal or challenge any orders or subpoena requiring disclosure of confidential information. The plan will take reasonable measures to avoid any unintentional or inadvertent disclosure of any of Russ Blakely & Associates, LLC work product to any unauthorized person by any of its employees, agents, or representatives  
The provisions of this Section C shall survive any termination or expiration of this Agreement.

D. Governing Law. The laws of the State of Tennessee shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

Name: Russ Blakely

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

Title: President

Entity: Hamilton County Government

Entity: Russ Blakely & Associates, LLC



# Hamilton County Board of Commissioners RESOLUTION

No. 315-28

A RESOLUTION ACCEPTING THE BID OF LEE SMITH, INC. FOR TWO (2) SINGLE AXLE DUMP TRUCKS AND EQUIPMENT AMOUNTING TO \$247,652.00 FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for two (2) single axle dump trucks with snow plows and v-box spreaders for the Highway Department; and,

WHEREAS, the bid from Lee Smith, Inc. amounting to \$247,652.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Lee Smith, Inc. for two (2) single axle dump trucks and equipment amounting to \$247,652.00 for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date

## Bid Specifications

Hamilton County, Tennessee is soliciting bids for two (2) single axle dump trucks which may be ordered with or without optional snow equipment for the Hamilton County Highway Department. Pricing for the chassis/dump body and snow equipment will be priced both together and separately to insure funding availability. All prices must include shipping/delivery to the Highway Department located at 7625 Standifer Gap Road, Chattanooga, Tennessee 37421.

### **BID SUBMISSION REQUIREMENTS**

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

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID # 0215-117: Single Axle Dump Trucks". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

### **NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0215-117: Single Axle Dump Trucks from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

### **CONTACTS:**

Questions regarding product specifications should be directed to Ben Wilson, Superintendent, Hamilton County Highway Department at (423) 855-6100.

Questions regarding bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, (423) 209-6350.

**Introduction**

The intent of these specifications is to describe a single axle dump truck with or without option snow equipment to be used in the maintenance of County roads. Items found in this section set forth the County’s minimum expectations for Single Axle Dump Trucks and equipment. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column.

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

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>General Bid Requirements</b>			
A. All equipment furnished shall be new, unused and of the manufacturers’ current production design.			
B. The entire vehicle/apparatus is to conform to D.O.T., OSHA, and all other applicable regulatory agencies.			
C. All warranties will be listed including any and all exclusions. No warranties can be terminated or canceled for any reason during the warranty coverage as stated in bid where specified. No travel or drive time will be paid while under any manufacturer’s warranty.			
D. All warranty registrations will be completed by the bidder and copies provided upon delivery. All warranties will begin on any components on the in-service date or delivery date if no special training is needed to begin operating items supplied.			
E. Vehicle will be supplied with a line sheet to include as built and current part numbers of any and all components installed on the vehicle.			
F. Bid shall include shipping/delivery to Hamilton County Highway Department.			

Bid#: 0215-117 Single Axle Dump Trucks and Equipment  
Hamilton County, TN

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>General Truck Specifications</b>			
A. 2015 Standard Cab 2-Door Cab.			
B. 26,000# GVWR.			
C. CA to be determined by successful bidder.			
<b>Engine</b>			
A. Electronic diesel engine 300HP/860 lb-ft torque.			
B. Wet cylinder sleeve design and is 2015 EPA/CARB emissions compliant.			
C. 12 Volt starter.			
D. Heated fuel/water separator with indicator light.			
E. Engine block heater.			
F. Engine compression brake.			
G. Exhaust configuration shall be horizontal, muffler under cab with vertical tailpipe mounted on right side.			
H. Engine shall be equipped with single element air filter and extended life coolant.			
I. All daily fluid checks shall be located on the driver's side of the engine.			
J. 2 speed fan drive master with residual torque for disengaged fan speed.			
K. Must use a urea-based chemical, designed for use in SCR system to reduce Nox emissions.			
<b>Transmission</b>			
A. Fuller RT-8908LL 10 speed manual with double low and air shift.			
B. Transmission shall have opening for installation of a PTO.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Frame</b>			
A. Shall have a minimum 2,900,000 RBM PSI frame rail.			
B. Frame mounted tow hooks on front and rear.			
C. Heavy duty one-piece front bumper.			
D. Frame rails and components to be painted black.			
<b>Rear Axles &amp; Suspension</b>			
A. 19,000# rear axles with single reduction.			
B. Minimum 23,000# rear suspension; including a minimum of 3,000# auxiliary spring.			
C. Geared to pull trailer with equipment. (Maximum capacity of trailer 10 Ton)			
<b>Front Axle &amp; Suspension</b>			
A. Front axle should have a minimum of 10,000# capacity; set forward with shock absorbers.			
B. Front suspension should have a minimum of a 10,000# taper leaf.			
C. Power steering with steering fluid reservoir.			
<b>Fuel Tank</b>			
A. Minimum of 70 gallons.			
B. Aluminum tank(s) with engine mounted 250 micron filter.			
<b>Brakes</b>			
A. Full air brakes (S cam style) with automatic slack adjusters front and rear.			
B. Heated air dryer.			
C. All air lines shall be provided with quality connect airline and fittings with automatic air tank drain valve.			
D. All air lines shall be color coded and continuously numbered.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Brakes (continued)</b>			
E. Sealed brake cambers for long life in corrosive environment. (Front & Rear)			
F. Warning system activates electric horn if park brake is not set when ignition is off and any door is opened (if available).			
G. Dust shields front and rear.			
<b>Wheels &amp; Tires</b>			
A. Front and rear wheels shall be 22.5 hub piloted steel disc type.			
B. Wheel seals shall be oil lubricated.			
C. Tires shall be manufacturer recommended 11R 22.5/16 ply highway front and mud/snow on rear.			
D. Shall come with one spare tire (Hwy.tread) and wheel.			
<b>Electrical</b>			
A. 12 volt electrical system with manual reset circuit breakers.			
B. 12 volt, 130 amp alternator shall be provided.			
C. Jump start stud shall be provided.			
D. Back up alarm.			
E. Wiring for body builders installation of PTO controls.			
F. Electric brake controller installed and wired for trailer with electric brakes.			
G. LED clearance and tail lights with halogen headlights and daytime running lights.			
H. Electrical wires shall be color coded and continuously numbered.			
I. An electrical system electronic control module must be provided to monitor electrical system functions and provide in cab fault codes for troubleshooting.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Electrical (continued)</b>			
J. Battery disconnect switch shall be provided, Joseph Pollard or equal for cab power disconnect switch, lever operated, disconnects power to PDC.			
K. All strobe lights stated in these specs (chassis and dump body) to be wired to an in cab switch.			
<b>Cab Equipment</b>			
A. Cab constructed with aluminum or double side galvanized steel painted white.			
B. Hood shall have a bug screen mounted behind grille.			
C. Crossover air intake system, which draws intake air from the driver’s side of the engine.			
D. Cowl tray cover to keep snow or debris out of cowl tray.			
E. Adjustable steering column with successful bidder to provide smallest steering wheel available on their model.			
F. West coast style breakaway mirrors with convex mirrors.			
G. Two-speed windshield wipers with intermittent settings.			
H. Low windshield washer fluid level warning shall be provided, if available.			
I. Grab handles exterior mounted at “B” post.			
J. Interior grab handles shall be provided.			
K. CB radio connections.			
L. Driver and passenger sun visors.			
M. Offset cab steps with non-slip grips.			
N. Driver and passenger seat shall be cloth and high back with integral headrest; air ride.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Cab Equipment (continued)</b>			
O. Integral air conditioning with heater and defroster. Cab shall have fresh air filter, if available.			
P. AM-FM radio.			
Q. Driver door map pocket.			
R. Cab floor pass-through for body builder wiring must be provided.			
S. Chassis to have six (6) amber LED strobe lights mounted in grill.			
T. Shall be equipped with air horn (mounted on top of cab, if available).			
U. Tinted windshield with exterior sun visor.			
V. All manufacturers' standard equipment shall be furnished.			
W. Front tire mud flaps installed.			
X. Lights to cycle for pre-trip inspection, if available.			
<b>Instrumentation</b>			
A. Gauge cluster shall include; oil pressure, air pressure, coolant temperature, fuel, speedometer, transmission fluid temperature, tachometer, odometer, fault code readout, and volt meter.			
B. Gauges must be programmable to provide audible alarm to driver if gauge alert condition is met.			
C. Cab switches shall have back lighting for night visibility.			
<b>Dump Body</b>			
A. Rogers dump body 10.5' in length with sub-frame and grease fittings.			
B. No lighter than ¼" steel in sides, front, and tailgate. Minimum of ¼" steel floor with continuous welding. Hoist well not to less than ¼" steel.			
C. Inside width 7' 4".			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Dump Body (continued)			
D. Side height 26".			
E. Tailgate height 32" with spreader chains, and to be air latch.			
F. Black in color.			
G. Cab shield shall be provided with amber LED strobe lights in front and side corners of shield. Total of four (4) flush mounted. (Cab shield shall be welded to body)			
H. 8" bolt on asphalt lip.			
I. LED strobe lights mounted in top of rear posts and in top sides of rear post, amber in color. (Total of 4 lights, 2 facing rear and 2 facing sides)			
J. Deflector plates and walk rods length of bed, both sides.			
K. Marker and brake lights in rear post.			
L. Electric tarp assembly, Donovan brand. Tarp arms (aluminum) are to have 30 degree bent design. Shall be installed with tarp and tarp shield.			
M. Bed frame rail ends to be sealed or boxed off to prevent debris from entering frame rails.			
N. Single front mounted telescopic cylinder that has minimum 45-degree dump angle with a pull out cable.			
O. Shall have 8" hardwood side boards upon delivery.			
P. All lights on bed and trailer plugs must be wired through a conjunction box inside the frame rail at the rear of the truck.			
Q. Heavy-duty 15 tone pintle hook (bolt on) installed with rings or hooks for trailer safety chains to attach. Pintle hook mounted mfg. standard height from ground			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Dump Body (continued)</b>			
R. Mud flaps shall be installed in front of the drive axle with some device to prevent flap from touching drive tires when vehicle is in motion.			
S. E-Z step installed on driver’s side of bed only.			
T. All bed and tarp controls to be mounted between seats.			
U. Air lines plumbed to rear of frame with glad-hand connections for trailer with air brakes.			
V. Truck marker, brake, and back-up lights as well as all trailer connections (electrical and air) must be mounted above pintle hitch and between the frame rails.			
W. Two (2) one inch 7-way plugs (one round and one flat pronged) are to be installed at rear of truck for trailer lights.			
<b>Miscellaneous</b>			
A. An inline valve to shut off supply near or close to bottom of the hydraulic tank.			
B. Five (5) sets of spare keys shall be provided.			
C. Two (2) service manuals and/or CDs shall be provided.			
D. One (1) parts manual and/or CD shall be provided.			
E. One (1) five pound fire extinguisher and one set of road triangles mounted in cab, shall be provided.			
F. Seat belts shall be orange in color for visibility.			
<b>Warranty</b>			
A. Successful bidder shall enclose a copy of the warranty on the chassis. Frame rail warranty to be five (5) years minimum.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>Warranty (continued)</b>			
B. Primary bidder will be responsible for all warrantable repairs on complete vehicle.			
C. Warranty period to be for three (3) years on the engine, transmission, chassis, and drive train excluding wear parts.			
D. All warranty registrations shall be completed by the vendor and copies provided upon delivery.			
E. Bidder shall include a copy of warranty terms and conditions and a list of exceptions from the warranty, as well as wear items.			
F. Warranty shall start on in service date.			
<b>G. NO DRIVE TIME CHARGES DURING WARRANTY PERIOD.</b>			
<b>Delivery</b>			
A. Maximum 180 day delivery (after bidder received Purchase Order) to be delivered to Hamilton County Highway Department.			
B. An appointment for delivery shall be set up prior to delivery. Call Ben Wilson (423) 855-6100.			
C. A copy of the invoice shall accompany the vehicle.			
D. A title or M.S.O. must accompany the vehicle.			
<b>Snow Equipment – Options 1 &amp; 2</b>			
<b>Option #1</b>			
A. Meyers snow plow (model LP-9.0 HD) mounted on truck with snow plow controls mounted on bottom of dash on left side of steering wheel.			
B. Meyers brand (Night Saber II) plow lights to be mounted on top of fenders.			
C. All equipment in option to be mounted and operational.			

Bid#: 0215-117 Single Axle Dump Trucks and Equipment  
 Hamilton County, TN

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Option #2			
A. Swenson V-box spreader (model VBEL) with hopper length of 8’ and the height shall be 50” with a capacity of 4.3 cubic yards. Shall be made of 12 gauge stainless steel with heavy duty drag chains. Controls mounted in cab between seats. Shall have tie down kit, leg stands with tailgate latches, and rubber side shields to deflect material from entering between hopper and side of bed.			
B. All equipment in option to be mounted and operational.			

**Pricing Sheet**

The bid is for two (2) dump trucks and the optional equipment will be added as budget allows. Please price items both individually and together (mounted and fully operational)

Pricing if Equipment Purchased Separately			
Description:	Make/Model:	Each Price:	Total Price:
(2) Chassis and Dump Body Only			
Option #1: Meyers Snow Plow			
Option #2: Swenson V-box Spreader			

Pricing if Equipment bought with Options 1 & 2			
Description:	Make/Model:	Each Price:	Total Price:
Chassis and Dump Body purchased together, mounted and fully operational			

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

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

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

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

### AUTHORIZATION TO BIND

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

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

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

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

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

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

[Home](#)

[Solicitations](#)

[Vendors](#)

[Reports](#)

[Setup](#)

[Events](#)

[Categories](#)

[Documents](#)

[Questions](#)

[Bidders](#)

[Bids](#)

[Log](#)

## Solicitation 0215-117 - Log Single Axle Dump Trucks

2/16/2015 11:43 AM Eastern

Bids Due Date/Time: 2/27/2015 10:30:00 AM Eastern

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

**Bids Due:** 2/27/2015 10:30:00 AM Eastern

Message Summary

[Message Detail](#)

[Document Detail](#)

### Message Summary

export



print



Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
2/16/2015 11:43:40AM	Eastern	Linda Chumbler	<a href="#">0215-117 - Single Axle Dump Trucks</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	272	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

**Please run the attached ad on February 17, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for two (2) single axle dump trucks and equipment will be opened at 10:30 AM (ET) on February 27, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



(2) Single Axle Dump Trucks  
December 16, 2014

Highway Department  
10:30 A.M.

Vendors:	Lee-Smith Inc. (HC)	Worldwide Equipment	Freightliner of Chattanooga (HC)
(2) Chassis w/dump:	\$168,952.00	\$183,862.00	\$185,788.00
Make/model:	International 7400 SFA/Rogers	Kenworth T370/Rogers	Freightliner M2 /Rogers
(2) Myers Snow Plow:	\$19,000.00	\$19,000.00	\$19,000.00
(2) Swenson V-box Spreader	\$59,700.00	\$59,700.00	\$59,700.00
Total Price w/plow & spreader:	\$247,652.00	\$262,562.00	\$264,488.00
Delivery:	70-180 days	115-145 days	180 days ARO
Terms:	10 days	Net 30	Net 10 days

Request For Bids:	
Newspaper Ad:	2/17/2015
Vendor Notification:	272
Vendor Response:	3
Budgeted:	Bond Fund



# Hamilton County Board of Commissioners RESOLUTION

No. 315-29

A RESOLUTION ACCEPTING THE BIDS OF BARKY BEAVER MULCH & SOIL, INC. AND BLISS PRODUCTS & SERVICES, INC. FOR CONTRACT UNIT PRICING, BEGINNING MARCH 18, 2015, THROUGH MARCH 17, 2017, FOR WOODCARPET FOR PLAYGROUNDS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for a twenty-four months contract, with the option to renew for two (2) additional one (1) year periods, for woodcarpet for playgrounds for the Recreation Department; and,

WHEREAS, the bids from Barky Beaver Mulch & Soil, Inc. and Bliss Products & Services, Inc. were considered to be the lowest and best bids received; and,

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

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

That the bids of Barky Beaver Mulch & Soil, Inc. and Bliss Products & Services, Inc. for contract unit pricing, beginning March 18, 2015, through March 17, 2017, for woodcarpet for playgrounds 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

March 18, 2015

\_\_\_\_\_  
Date



## BID # 0215-116: WOODCARPET UNIT PRICING Hamilton County, TN

### I. SCOPE OF SERVICES

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the purposes of establishing a twenty-four (24) month pricing contract for “woodcarpet” as further described below to be utilized primarily by the Hamilton County Parks & Recreation Department, under a unit pricing agreement. The contract period will be for twenty-four (24) months from the time of approval of this contract by Hamilton County Commission and, by mutual agreement, may be renewed for an additional two (2) one year periods. All prices must remain fixed throughout the initial twenty-four month term of this contract. Thereafter, any extensions shall be subject to an adjustment, only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage change in the Consumer Price Index (CPI-U, all items, all urban consumers, US city average) but under no circumstances will be allowed to exceed a five (5) percent increase. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the initial term (base year) average, January through December and each January through December thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. The use of the base year is for calculation purposes only, price adjustments will only be effective for the renewal periods. No retroactive contract price adjustments will be allowed. Any requested adjustment shall be fully documented and submitted to the County at least sixty (60) days prior to the contract renewal date.

### II. MATERIAL SPECIFICS

Successful bidder must meet the following specifications as well as any other specifications or regulations required by law for use in children’s playground areas:

Material shall be “WoodCarpet” as manufactured by Zeager Brothers, Inc., or an approved equal, per specifications which follow. Materials shall be manufactured from North American hardwoods, such as oak, maple, ash, poplar, hickory, beech, birch, locust. All materials are to be debarked and free of soil, leaves, twigs, and other contaminants which hasten decomposition. Material shall be free of chemical treatments and/or additives. Material shall be randomly sized. Material should be approximately ten (10) times longer than wide, and shall meet the gradation requirements of ASTM C 136. Material shall not exceed 4.00 centimeters in length, 1.30 centimeters in width, and 3.25 centimeters in depth (overall 98% of materials). Moisture absorption shall be no greater than one hundred fifty percent (150%) by weight. Coefficient permeability shall be greater than 0.6 cm/sec ASTM D 2434.

Product samples must be provided and included with your bid documents at the time of the bid submission.

### III. QUANTITY/VOLUME EXPECTATIONS

Total estimated quantity needed by year is estimated to be 1,000 cubic yards. Be aware however that these **annual item volumes/quantities are estimates only** and are not guaranteed purchase amounts. Orders will be placed based on your required minimum order quantity, but your minimum order quantity may not exceed 100 cubic yards per order to be considered for this bid.

In addition,

- all materials must be shipped F.O.B Chattanooga, TN to the Hamilton County location designated at the time of order;

- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges for overages will be allowed;
- bid pricing must be valid for sixty (60) days from the date of the bid opening; and
- prices will be guaranteed not to increase during the first twenty-four month term of the contract.

#### IV. TERMS

This agreement shall be for two (2) years from the date of acceptance. There will be the option for two (2) additional one (1) year renewals upon mutual agreement. General Bid Terms and Conditions are attached. Either party may terminate this agreement with a ninety (90) day written notice. Such notice would be sent to Hamilton County Parks and Recreation Department, 2318 North Gold Point Circle, Hixson, TN 37343 or the contractor's remittance address accordingly.

#### V. INSURANCE REQUIREMENTS – MINIMUM LIMITS

The successful firm shall maintain throughout the contract period the following minimal insurance coverage (mandatory requirement):

1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a. Premise/Operations
  - b. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - c. Products/Completed Operations
  - d. Contractual
  - e. Independent Contractors
  - f. Broad Form Property Coverage
  - g. Personal Injury
2. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
  - a. Owned/Leased Autos
  - b. Non-owned Autos
  - c. Hired Autos
3. *Workers' Compensation and 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 liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of thirty (30) days cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Proof of Insurance must be provided before a contract is executed with the successful provider for this bid and updated as necessary.

**VI. REFERENCES**

A list with a minimum of three (3) current and/or previous clients must accompany all bids. This list must include names, addresses, and telephone numbers. The County must be authorized to contact any company included on the list.

**VII. BID SUBMISSION REQUIREMENTS**

In order for your submission to be considered eligible, you must do the following:

- a) The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on February 23, 2015 to the Hamilton County Purchasing Director at the address specified below.

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

<b><u>DELIVERY ADDRESS</u></b>
Gail B. Roppo
Director of Purchasing
Bid# 0215-116 Woodcarpet from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

- b) Product samples must be included at the time of your bid submission. If packaged separately from your bid documents, packages must be labeled in the same manner.
- c) All requested information must be provided.
- d) Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind form on page 6.

**VIII. CONTACTS**

Questions concerning product specifications should be directed to:  
Ron Priddy, Parks and Recreation, (423) 842-0177

Questions concerning bid process should be directed to:  
Linda Chumblor, Purchasing, (423) 209-6350

**BID SUBMISSION FORM**

**1. Minimum Order Quantity**

As indicated on the specifications, multiple orders will be placed throughout the term of this contract. Annual estimated volumes were outlined in the bid specifications. For deliveries, what is your minimum order quantity in terms of cubic yards? *Note that in order to be consider for this bid, your minimum quantity per order MAY NOT EXCEED 100 cubic yards.*

Minimum Order Quantity: \_\_\_\_\_ Cubic Yards

**2. Delivery Time**

Deliveries will be scheduled by the Hamilton County Parks & Recreation Department personnel. Please provide your commitment as to delivery days after receipt of each order. NOTE: Deliveries can be to multiple locations within Hamilton County, Tennessee.

Delivery to be made after receipt of order: \_\_\_\_\_ Days

**3. Product Specifications and Pricing**

The specifications for this bid are for WoodCarpet as manufactured by Zeager Brother, Inc., or an approved equal, per specifications.

Quoted MFG/Brand: \_\_\_\_\_

Unit Price per Cubic Yard: \_\_\_\_\_ per Cubic Yard

**Delivery pricing must be included in the cubic yard price. No additional shipping/delivery charges will be accepted.**

**4. Product Samples**

Product samples must be included as a part of your bid submission. If these are packaged separately from your bid documents, they must be received on or before the bid submission date/time and be labeled in the same manner as the bid documents.

**5. References**

Attach a list with a minimum of three (3) current and/or previous clients. This list must include contact names, addresses, and telephone numbers.

Contact Name for Service: \_\_\_\_\_  
Print Name

Contact Phone for Service: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Print Name

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

**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



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

[Home](#)

[Solicitations](#)

[Vendors](#)

[Reports](#)

[Setup](#)

[Events](#)

[Categories](#)

[Documents](#)

[Questions](#)

[Bidders](#)

[Bids](#)

[Log](#)

**Solicitation 0215-116 - Log**

2/12/2015 8:49 AM Eastern

**Woodcarpet**

Bids Due Date/Time: 2/23/2015 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 2/23/2015 10:30:00 AM Eastern  
[Hide](#)

Message Summary

Message Detail

Document Detail

**Message Summary**

export print

Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
2/12/2015 8:49:46AM	Eastern	Linda Chumbler	<a href="#">0215-116 - Woodcarpet</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	289	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 [E-Bid Systems, Inc.](#) All rights reserved.

**Please run the attached ad on February 12, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for Woodcarpet will be opened at 10:30 AM (ET) on February 23, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Woodcarpet for Playgrounds  
February 23, 2015

Recreation Department  
10:30 A.M.

Vendors:	Barky Beaver	Bliss Products	Liesure	Carpet
	Mulch &	& Services	Lines	Queen
	Soil Inc.	Inc.	Inc.	
Price per cubic yard:	\$16.50	\$17.85	\$17.95	\$23.87
Minimum Order cu yd:	90	100	100	100
Delivery:	3-5 days	2-21 days	14-21 days	21 days
Terms:	Net 30	Net 30	Net 15	Net 30

Request For Bids:	
Newspaper Ad:	2/12/2015
Vendor Notification:	289
Vendor Response:	4
Budgeted:	Various



# Hamilton County Board of Commissioners RESOLUTION

No. 315-30

A RESOLUTION ACCEPTING THE BID OF NAFECO FOR SIX (6) FIRE TRAINING AIR PACKS AMOUNTING TO \$33,660.00 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six (6) Fire Training Air Packs (self-contained breathing apparatus) for Emergency Services; and,

WHEREAS, the bid from NAFECO amounting to \$33,660.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of NAFECO for six (6) Fire Training Air Packs amounting to \$33,660.00 for Emergency Services is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date

**SPECIFICATIONS FOR BID # 0215-111  
HAMILTON COUNTY GOVERNMENT  
FIRE TRAINING AIR PACKS**

Hamilton County, Tennessee is soliciting sealed bids for the purchase of six (6) Fire Training Air Packs as per specifications below. Hamilton County Emergency Management Agency (HCES) is specifying Draeger PSS7000 SCBA to maintain compatibility with our current SCBA equipment. HCES personnel are factory certified by Draeger to service and repair, if needed, the PSS7000 SCBA equipment.

**Brand:** Draeger PSS7000 Self Contained Breathing Apparatus (no exceptions)

**Items:** Quantity six (6) Draeger PSS7000 Self Contained Breathing Apparatus.

**Bid Submission Requirements:** The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on February 16, 2015 to the Hamilton County Purchasing Director at the address specified below.

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

<b><u>DELIVERY ADDRESS</u></b>
Gail B. Roppo
Director of Purchasing
Bid# 0215-111: Fire Training Air Packs from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**COMPLETION OF THE ATTACHED BID PRICING FORM:**

Submit your bid as specified below on the attached bid pricing form. All prices shall be displayed on a unit and extended price basis.

**COMPLETION OF THE AUTHORIZATION TO BIND FORM:**

Please complete and sign the attached Authorization to Bind form

**QUESTIONS:**

Questions concerning product specifications should be directed to:

Lt. Jody Clift  
Hamilton County Emergency Services  
423.595.6968

Questions concerning bid procedures should be directed to:

Linda Chumbler  
Senior Buyer, Purchasing Department  
lindac@hamiltontn.gov  
423.209.6353

All bids are F.O.B. Hamilton County, Tennessee

Delivery:

Hamilton County Emergency Services  
317 Oak Street, Suite 302  
Chattanooga, TN 37403

**SPECIFICATIONS:**

The SCBA shall be approved by the National Institute for Occupational Safety Health (NIOSH) as a positive pressure breathing apparatus. The SCBA shall meet or exceed NFPA 1982 and NFPA 1981 2000 edition standard. The SCBA shall utilize a two stage system of pressure reduction.

Draeger PSS7000 Self Contained Breathing Apparatus:

- The SCBA shall be 4500psi capable units with 4500psi
- Thirty (30) minute capacity carbon fiber cylinders
- Each SCBA shall have a mask with head net and integrated voice amplifier system
- Buddy breather connection
- Electronic PASS system
- Quick Change cylinder connection
- The SCBA units shall be compliant with NFPA 1982 and NFPA 1981, 2007 edition
- Each breathing apparatus will come equipped with a spare 4500psi thirty (30) minute carbon fiber cylinder
- Four (4) 4500psi (1) one hour carbon fiber cylinders will be provided
- All cylinders provided are to be blue in color
- All cylinders shall bare the Hamilton County patch (provided in digital format by Hamilton County Emergency Services) printed, inlayed, or embossed on the cylinder

**BID PRICING FORM**

Qty	Description:	Product Number:	Each Price:	Total Price:
6	Draeger PSS7000 Self Contained Breathing Apparatus with all additional equipment listed above.			
	Total Bid Price:			

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

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

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

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

**AUTHORIZATION TO BIND**

By signing this bid document, 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 also acknowledge that I understand and will comply with all of the specific requirements as outlined in these bid instructions, as well as the attached general terms and conditions document. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these 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



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

- [Home](#)
  - [Solicitations](#)
  - [Vendors](#)
  - [Reports](#)
- [Setup](#)
  - [Events](#)
  - [Categories](#)
  - [Documents](#)
  - [Questions](#)
  - [Bidders](#)
  - [Bids](#)
  - [Log](#)

**Solicitation 0215-111 - Log**  
**Fire Training Air Packs**

**2/06/2015 7:40 AM Eastern**

Bids Due Date/Time: 2/16/2015 11:00:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 2/16/2015 11:00:00 AM Eastern  
[Hide](#)

Message Summary	Message Detail	Document Detail
-----------------	----------------	-----------------

**Message Summary**    export    print    Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
2/06/2015 7:40:20AM	Eastern	Linda Chumbler	<a href="#">0215-111 - Fire Training Air Packs</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	187	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 [E-Bid Systems, Inc.](#) All rights reserved.

**Please run the attached ad on February 6, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for six (6) fire training air packs will be opened at 11:00 AM (ET) on February 16, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



(6) Fire Training Air Packs  
February 16, 2015

Emergency Services  
11:00 A.M.

Vendors:	NAFECO	Roll-Aid
		Industrial
		(HC)
Bid Price:	\$33,660.00	\$40,580.88
Delivery:	60-75 days	
Terms:	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	2/6/2015
Vendor Notification:	187
Vendor Response:	2
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners RESOLUTION

No. 315-31

A RESOLUTION ACCEPTING THE BID OF SPECIAL TOUCH LAWN CARE SERVICE FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING APRIL 6, 2015, THROUGH APRIL 5, 2016, FOR LANDSCAPE MAINTENANCE FOR EMS STATIONS AND SHERIFF’S ANNEXES FOR THE RECREATION DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing, with the option to renew for three (3) additional one (1) year periods, for landscape maintenance for EMS Stations and the Sheriff’s Annexes; and,

WHEREAS, the bid from Special Touch Lawn Care Service was considered to be the lowest and best bid received; and,

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

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

That the bid of Special Touch Lawn Care Service for one (1) year contract pricing, beginning April 6, 2015, through April 5, 2016, for landscape maintenance for EMS Stations and the Sheriff’s Annexes for the Recreation Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date



**HAMILTON COUNTY, TENNESSEE  
PURCHASING DEPARTMENT**

**LANDSCAPE MAINTENANCE BID**

**FOR**

**Emergency Medical Stations  
Sherriff's Annex East  
Sherriff's Annex West  
Highway 58 Recycling Center**

**BID # 0115- 102**

**January 26, 2011**

# Table of Contents

<u>Section</u>	<u>Page</u>
I. Statement of Intent and Description of Services Requested	3
II. General Instructions and Requirements	3
III. Anticipated Procurement Schedule	4
IV. Bid Procedures and Guidelines	4
V. Response Format and Content	6
VI. Service Area Specifications	7
VII. Supplemental Service Specifications	7
VIII. Service Company Qualifications	8
IX. Service Performance Guarantees	9
X. Special Conditions	9
XI. Bid Evaluation	10
XII. Bid Pricing Form	12
XIII. Appendix	13
A: DBE Good Faith Effort Affidavit	
B: Drug-Free Workplace Affidavit	

**I. STATEMENT OF INTENT AND DESCRIPTION OF SERVICES REQUESTED**

Hamilton County, Tennessee hereinafter referred to as "the County" is soliciting bids for landscape maintenance services as set forth in this and subsequent sections of this document.

**A. Description of Services**

The successful bidder will furnish all materials, tools, equipment, labor, supervision, specialty services and any other item(s) needed in order to maintain all subject turf by performing the services outlined in the following sections of this document.

**B. Project Area**

The general areas to be maintained are identified as follows:

Bakewell EMS	12906 Dayton Pike (U.S. 27)
Crane Road EMS	Crane Road @ rear of Erlanger East
Highway 58 EMS	5402 Highway 58
Long Street EMS	1812 Long Street
Middle Valley EMS	8513 Middle Valley Road
North Moore Road EMS	1158 North Moore Road
Ooltewah EMS	5070 Ooltewah-Ringgold Road
Snow Hill EMS	9022 Career Lane
Tiftonia EMS	18 North Tulip Avenue
Winding Lane EMS	1001 Towne Hills Drive
Sheriff's Annex East	North Hickory Valley Road @ Highway 58
Sheriff's Annex West	6233 Dayton Boulevard
Highway 58 Recycling Center	5414 Highway 58

**C. Contract Period**

The County desires to enter into a contract with the successful bidder that will cover the twelve-month period beginning April 6, 2015 and ending April 5, 2016. Upon favorable evaluation and the mutual consent of both the County and the successful bidder, renewal options will be provided for three additional one (1) year periods.

**D. Award of Contract**

Award of the contract shall be evaluated and negotiated 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.

**II. GENERAL INSTRUCTIONS AND REQUIREMENTS**

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

**Bid # 0115-102**

- B. **Point of Contact:** This bid is issued by the Purchasing Department of Hamilton County, Tennessee.

For technical questions regarding bid specifications contact:

Ron Priddy  
Hamilton County Parks and Recreation Department  
Tel: (423) 842-0177

For questions regarding the bid process contact:

Linda Chumbler, Bid Coordinator  
Hamilton County Purchasing Department  
Tel: (423) 209-6350  
Fax: (423) 209-6351  
Email: [LindaC@hamiltontn.gov](mailto:LindaC@hamiltontn.gov)

**III. ANTICIPATED PROCUREMENT SCHEDULE**

The following is an anticipated timetable for the procurement process. The County reserves the right to adjust the schedule, as it deems necessary. In the event significant adjustments are necessary, all affected parties will be notified. All times are for the Eastern Time Zone (ET).

<b><u>EVENT</u></b>	<b><u>DATE</u></b>	<b><u>TIME (ET)</u></b>
A. County issues Bid	1/26/2015	9:00 a.m.
B. Deadline for submitting bids	2/10/2015	10:29 a.m.
C. County opens bids	2/10/2015	10:30 a.m.
D. Anticipated start of contract	4/6/2015	8:00 a.m.

**IV. BID PROCEDURES AND GUIDELINES**

**A. Submission of Bids**

The submitter must complete and deliver an original and two (2) copies of its response documents in a sealed envelope before 10:30 a.m. (ET) on February 10, 2015 to the Hamilton County Purchasing Director.

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

**Common Carrier / Hand Delivery Address:**

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

**US Postal Service (USPS) Address:**

Gail B. Roppo  
Director of Purchasing  
Hamilton County Purchasing Department  
117 East Seventh Street  
Chattanooga, TN 3740

The submitter shall clearly label its sealed response envelope as "BID# 0115-102: Landscape Maintenance". If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same bid identification information.

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

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

**B. Opening of Bids for Evaluation**

Bids are scheduled to be opened for evaluation as specified in Section III (Anticipated Procurement Schedule) above. As stated in Section IV. A. (above), no bids will be accepted once the opening time has arrived.

**C. Amendment and Rules for Withdrawal**

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

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

**D. Acceptance of Bids**

All properly submitted bids shall be accepted for evaluation. However, the County reserves the right to request clarifications or corrections to bids, reject any or all bids received, cancel

or withdraw this BID, according to the best interests of the County.

Where the County may waive variances, such waiver shall not modify other bid requirements or excuse the submitter from full compliance with the remainder of bid specifications and other contract requirements if the submitter is awarded a contract. Mandated requirements are those required by law or such that they cannot be waived and are not subject to negotiation.

**E. Incurring Costs**

Hamilton County is not responsible for any costs incurred by any bidder. All costs incurred in connection with the preparation and submission of its bid response shall be borne by the bidder.

**F. Disclosure of Content**

All documents and other materials accepted in response to this bid become the property of Hamilton County, Tennessee. Selection or rejection of a bid does not affect this right. All submitted information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of bids and the submission of a recommendation to the Board of Commissioners shall the bids and associated materials be open for review. By submitting a bid, the submitter acknowledges and accepts that the full contents of the bid and any associated documents shall become open to inspection.

**G. Other Terms and Conditions**

- i. Any submitted bid shall remain valid for at least 90 days after the due date.
- ii. Under no circumstances will bids be accepted if submitted by fax or e-mail.
- iii. 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 uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- iv. Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

**V. RESPONSE FORMAT AND CONTENT**

All responses shall be submitted in accordance with the instructions provided herein. The information shall be prepared in a manner that is self explanatory, complete and responsive to the request.

- The bid response must include a point-by-point response to the specifications included in Sections VI - XI below. Responses may be noted in the right hand margins of the bid specifications document itself. If no specific information is required from the provider, "Understand and Comply" will be an acceptable response.
- The bid response must include an explanation of any exceptions to the stated requirements. Failure to indicate any exception will be interpreted as the bidder's intent to comply with the requirements as written in the bid documents. Exceptions are to be noted in the right hand margins of the bid specifications document itself.
- The form for your bid pricing is incorporated in Section XII. Special care should be given to ensure this document is fully and accurately completed.
- The response documents must be signed by a person or persons legally authorized to bind the provider to this contract.
- Contact the BID Coordinator if you would like to receive an electronic copy of this document in MS Word for ease in providing your response. *Note however that responses must be received in hard copy in appropriately labeled and sealed envelopes (see Section IV.A).*

#### VI. SERVICE AREA SPECIFICATIONS

The following Lawn and Bed areas are designated to receive routine landscape maintenance services under this bid. Specific instructions for maintaining these areas are provided below:

- Mow and trim all designated areas during the peak growing season (April through October) on seven day intervals and on an "as needed" basis during spring and fall.
- Recommended mowing height is 2" but turf height is not to be allowed to exceed 3" at any time.
- All clippings are to be removed after each mowing.
- All hard surfaces will be blown clean after each mowing.
- Edging will be done at every mowing during the peak growing season and as needed during other times throughout the designated area.
- All lawn areas are to have trash and litter removed prior to mowing.

#### VII. SUPPLEMENTAL SERVICE SPECIFICATIONS

- A. The contractor shall execute all work subject to this bid in a professional and courteous manner at all times and shall staff all work performed with a knowledgeable, English-speaking supervisor, and a skilled work force of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document.
- B. Any work or specific items which are not completed within ten (10) working days of receipt of written notification will be grounds for contract termination.
- C. The successful bidder will be responsible for complying with all codes, laws, regulations, ordinances, and rules of bodies having jurisdiction as well as any restrictive covenants of Hamilton County or the City of Chattanooga.
- D. The successful bidder shall ensure that all employees working under this bid shall wear matching

company uniforms including shirts, clearly identifying them as the bidder's employees.

- E. All vehicles and equipment utilized by the successful bidder for this contract shall be clearly marked while on the job site.
- F. The successful bidder is responsible for the cost of replacing and/or repairing and cleaning all County property which has been damaged due to maintenance activities performed under this bid. Please note this includes the washing of any cars that may have dust, debris, mud, etc. on them due to subject landscape maintenance activities. In the event of damage, the successful bidder's landscape maintenance supervisor is to immediately notify the Hamilton County Parks and Recreation Department and make necessary arrangements for repair, replacement and cleaning. If the resulting damage is not repaired within a reasonable time frame, then the repairs will be made by the County and the cost will be subtracted from payments due the successful bidder.
- G. Anything that is not covered by this bid is considered additional work and may be performed only after a written quote is submitted to and written permission to proceed is received from the Hamilton County Parks and Recreation Department.
- H. The successful bidder will schedule work crews to be on-site once every ten (10) days.
- I. No work under this bid may be assigned or subcontracted without prior written consent by the County.
- J. Maintenance of the seasonal color that is installed by the successful bidder is included in the scope of this bid.
- K. The successful bidder shall be responsible for picking up trash from all landscaped areas during each visit. Bidder is also responsible for picking up trash that may have been discarded illegally on subject properties.
- L. Bidder assumes responsibility for repairing any underground utilities that are damaged due to the result of their operations.
- M. If scheduled maintenance cannot be performed as a result of weather, the bidder shall advise the property manager and schedule a new visit to finish the missed activity. Any extra visits that are required for the bidder to finish the scheduled work shall be accomplished at no additional cost for the County.
- N. All prospective bidders desiring to provide services specified shall visit the job site to become familiar with the facility and equipment prior to submitting a bid. No bidder shall be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed. Contact Ron Priddy of the Hamilton County Parks and Recreation Department at (423) 842-0177 with questions.

#### **VIII. SERVICE COMPANY QUALIFICATIONS**

The following requirements shall be considered as the minimum standards for a Service Company to be considered as qualified to provide services under this contract, and shall be a pre-requisite to any award.

- A. A period of three (3) years experience in the performance of commercial landscape maintenance as specified shall be considered a minimum.
- B. The successful bidder shall maintain a field office and/or warehouse that is located within fifty (50) miles of all the facilities to be serviced under this specification.
- C. A minimum of (6) full time qualified landscape maintenance, local-service personnel shall be employed by the successful bidder. A minimum of two (2) out of the six (6) local-service personnel must have a minimum of five (5) years documented experience (each) in providing local commercial landscape services. Any persons designated to supervise others under this bid must be a resident in an area within a maximum of a fifty (50) mile radius of all facilities to be serviced.
- D. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed with the bidding firm. Subcontracting portions of the system or services requested in this specification shall not be allowed without prior written consent by Owner.
- E. Before any work is initiated under this bid, the successful bidder shall be fully licensed to provide landscape maintenance business in the State of Tennessee, including but not limited to, licenses for applying pesticides, herbicides and other chemicals. Proof of such licensing may be required by the County before a contract award is made.
- F. Each bidder shall submit with its bid, two (2) current references of commercial landscape maintenance installations that it currently services within 25 miles of 7000 Discovery Drive.
- G. Each bidder shall submit with its bid a listing of all equipment it currently possesses that is qualified to be used in the performance of services sought through this bid.

#### **IX. SERVICE PERFORMANCE GUARANTEES**

- A. The County's agent may review, at any time, the services provided and reports submitted, to verify that the landscape maintenance is, in fact, being properly and adequately performed. Any lack of maintenance service, complaints, or deficiencies in the performance of the services shall be submitted to the Service Company in writing for correction.
- B. The Service Company shall be notified in writing of problems or deficiencies of significant importance or of a continual nature. A time period of compliance shall be established after discussion and mutual agreement. The importance of these problems or deficiencies shall be interpreted solely by the Owner. Failure of the Service Company to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/ or withholding of payment.

#### **X. SPECIAL CONDITIONS**

- A. The Service Company shall maintain Comprehensive General Liability, Automobile Liability, and Worker's Compensation and Employer's Liability Insurance in the amounts below throughout the term of the contract.
  - 1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The bidder should indicate in its bid whether the coverage is provided on

a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:

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

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

Proof of Insurance must be provided before a contract is executed with the successful bidder for and updated as necessary.

- B. Hamilton County has the option to cancel at anytime without cost, penalty or damages to the Service Company, by giving thirty (30) days prior notice.
- C. The successful bidder must comply with all federal, state, and local regulations while maintaining all current required licenses.
- D. Hamilton County is exempt from sales, use, or federal excise taxes.
- E. Include any additional descriptive literature or information, that is relevant to the specification and/or services proposed, that indicate unique qualifications, particular competence in this field, technical capabilities, proprietary techniques, or special resources.

## **XI. BID EVALUATION**

- A. Each Service Company, by the submission of a bid, assents to each and every term and condition set forth within this specification and agrees to be bound thereby. This is an **"All or Nothing Bid"**.
- B. Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. Exceptions are to be noted in right hand margins of the bid

specifications.

- C. The County reserves the right to accept or reject any or all bids, to consider the competency and responsibility of all Service Companies, and to use any information deemed necessary to establish the ability of any Service Company to perform all conditions of the contract in order to avoid awarding a contract to a firm unable to produce the quality of service required and intended by this specification.
- D. Attached to your sealed bid submission should be:
  - 1. A copy of this specification document indicating your point-by-point your compliance with the requirements or your typed point-by-point response which repeats each question and number;
  - 2. The Bid Pricing Form;
  - 3. References from two (2) current commercial landscape installations within 25 miles of 7000 Discovery Drive;
  - 4. A listing of all equipment you currently possess that is qualified to be used in the performance of services sought through this bid; and
  - 5. Completed Appendix A and B documents.

**XII. BID PRICING FORM**

**NOTE: ALL RESPONSES ARE TO BE IN THIS FORMAT.**

**1. ANNUAL LANDSCAPE MAINTENANCE PROGRAM:**

**TOTAL ANNUAL AMOUNT** \$ \_\_\_\_\_

**2. BIDDING COMPANY DATA:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**3. BID AUTHORIZATION:**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX A: DBE Good Faith Effort Affidavit**

**SECTION 00416  
DBE GOOD FAITH EFFORT AFFIDAVIT**

The undersigned Contractor, having bid on the construction project commonly known as BID #211-48: Landscape Maintenance, as solicited by Hamilton County, Tennessee (a political subdivision of the State of Tennessee), on February 16, 2011, does hereby attest that it has negotiated in good faith with the herein-below named Disadvantaged Business Enterprise(s) (DBE) to be included as sub-contractor(s) in the Contractor's performance of said project.

<u>Name of DBE</u>	<u>Address</u>	<u>Phone</u>	<u>% of Project</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In addition, the Contractor commits to promote Hamilton County's expressed goals of inclusion of DBE's whenever and wherever possible on the subject project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Name of Contractor

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

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

**APPENDIX B: Drug-Free Workplace Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Hamilton 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 \_\_\_\_\_, 2011.

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

My commission expires: \_\_\_\_\_

## AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



- Legend**
- Interstate\_preferred
  - Water Center Lines
  - surrounding\_counties
  - Parcels
  - surrounding\_counties
  - Surrounding
  - Hemlock
  - Image
  - River Band\_1
  - Creek Band\_2
  - Blue Band\_3

1:614

**Notice**  
This map was automatically generated using ArcGIS Mapping System.

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

102.3 0 51.17 102.3 Feet  
NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
© Latitude Geographics Group, Ltd.

Highway 58 Recycling Center



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

Jim M. Coppinger  
County Mayor



Gail B. Roppo  
Director  
Purchasing Department

## Hamilton County, Tennessee

February 3, 2015

Addendum 1

Title: Landscape Maintenance for EMS Stations & Sheriff's Annex East & West

Bid/RFP#: 0115-102

### **Additional Specifications:**

The Sheriff's Annex West (located at 6233 Dayton Boulevard) maintenance requirements should include the landscape areas around the Information Systems Building. This does **not** include the detention pond.

We are sorry for any inconvenience this may have caused.

Regards,

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

Gail B. Roppo  
Director of Purchasing



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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

- Home
  - Solicitations
  - Vendors
  - Reports
- Setup
  - Events
  - Categories
  - Documents
  - Questions
  - Bidders
  - Bids
  - Log

**Solicitation 0115-102 - Log**  
**Landscape Maintenance Contract**

1/26/2015 8:13 AM Eastern

Bids Due Date/Time: 2/10/2015 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 2/10/2015 10:30:00 AM Eastern  
[Hide](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>			export	print	Records Per Page		
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/26/2015 8:13:22AM	Eastern	Linda Chumbler	<a href="#">0115-102 - Landscape Maintenance Contract</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	208	4

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 [E-Bid Systems, Inc.](#) All rights reserved.

**Please run the attached ad on January 26, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for landscape maintenance for EMS Stations and Sheriff's Annex East & West will be opened at 10:30 AM (ET) on February 10, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Landscape Maintenance at EMS Stations & Sheriff's Sub-Stations

Recreation Department

February 10, 2015

10:30 A.M.

Vendors:	Special Touch	Felker	Lawn Pros	Greene Lawn	Landscape	Images	Excellent	The Gardener's
	Lawn Care Services	Landscapes LLC	of Chattanooga	& Property	Services	Landscape	Lawn Care	Touch LLC
	(HC)	(HC)	(HC)	Management	Inc.	Service LLC	(HC)	(HC)
				(HC)	(HC)	(HC)		
Annual Bid Price:	\$10,692.00	\$12,012.00	\$14,700.00	\$25,670.00	\$35,940.00	\$41,964.00	\$51,150.00	\$87,930.00

Request For Bids:	
Newspaper Ad:	1/26/2015
Vendor Notification:	208
Vendor Response:	8
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 315-32

A RESOLUTION ADDING HAZARDOUS MATERIALS/WASTE REMEDIATION SERVICES TO THE LIST OF PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE THAT MAY BE OBTAINED SUBJECT TO SECTION 4.2.4.K OF THE PURCHASING RULES FOR HAMILTON COUNTY.

WHEREAS, State law and the Purchasing Rules for Hamilton County allow certain services to be obtained based on recognized competency, integrity and skill.

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

That the Board of County Commissioners hereby authorizes the addition of Hazardous Materials/Waste Remediation Services to the list of professional services that may be used pursuant to Section 4.2.4.K of the Hamilton County Purchasing Rules.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 18, 2015

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-33

**A RESOLUTION AUTHORIZING HAMILTON COUNTY TO MAKE AN INTERGOVERNMENTAL TRANSFER TO THE STATE OF TENNESSEE'S TENNCARE PROGRAM IN ORDER TO SECURE ADDITIONAL FUNDING FROM THE STATE OF TENNESSEE'S PUBLIC HOSPITAL SUPPLEMENTAL PAYMENT POOL ("PHSPP") FOR THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY ("ERLANGER").**

WHEREAS, the TennCare Program as administered by the State of Tennessee has a financial pool of One Hundred Million Dollars (\$100,000,000) known as the Public Hospital Supplemental Payment Pool ("PHSPP"), for the providing of health services to TennCare enrollees and uninsured patients being serviced by Metro Nashville General Hospital, Regional Medical Center at Memphis and the Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System ("Erlanger"); and

WHEREAS, Erlanger's participation in said pool requires Hamilton County (as a political subdivision of the State of Tennessee) to make an intergovernmental transfer from the County to the State of Tennessee's TennCare Program in the amount of Ten Million One Hundred Seventeen Thousand Seven Hundred Seventeen Dollars (\$10,117,717) in order to secure Twenty Eight Million Eight Hundred Ninety Nine Thousand Five Hundred and Five Dollars (\$28,899,505) for Erlanger from the TennCare Program; and

WHEREAS, an interlocal agreement was approved by this body in April 2014 by resolution number 414-31 allowing such intergovernmental transfer; and

WHEREAS, Erlanger shall tender to Hamilton County from Erlanger's public funds said required Ten Million One Hundred Seventeen Thousand Seven Hundred Seventeen Dollars (\$10,117,717), and the County will then forward said sum as received from Erlanger to the State of Tennessee's TennCare Program to be credited as Erlanger's required contribution of the non-federal share of the said Twenty Eight Million Eight Hundred Ninety Nine Thousand Five Hundred and Five Dollars (\$28,899,505) in TennCare payments to Erlanger, and

WHEREAS, this County Legislative Body deems this transaction to be in the best interest of the citizens of this County.

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

That Hamilton County is authorized to accept from Erlanger the sum of Ten Million One Hundred Seventeen Thousand Seven Hundred Seventeen Dollars (\$10,117,717) from the public Erlanger funds, and to transmit same as received to the State of Tennessee's Bureau of TennCare to be credited by same as the required contribution on behalf of Erlanger to be used as the non-federal share of Public Hospital Supplemental Payment Pool ("PHSPP") payments to Erlanger in the amount of Twenty Eight Million Eight Hundred Ninety Nine Thousand Five Hundred and Five Dollars (\$28,899,505) for Erlanger's uncompensated care of TennCare enrollees and uninsured patients.

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

March 18, 2015

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 315-34

A RESOLUTION OF THE LEGISLATIVE BODY OF HAMILTON COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION BONDS, SERIES 2015A OF HAMILTON COUNTY, TENNESSEE IN AN AMOUNT NOT TO EXCEED \$75,000,000 AND INTEREST-BEARING GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B OF HAMILTON COUNTY, TENNESSEE IN AN AMOUNT NOT TO EXCEED \$57,000,000; AND PROVIDING FOR THE PAYMENT OF THE BONDS.

WHEREAS, under the provisions of Title 9, Chapter 21, Tennessee Code Annotated, Hamilton County, Tennessee (the “**County**”) is authorized to issue and sell from time to time its general obligation bonds, and in anticipation thereof to issue and sell from time to time general obligation bond anticipation notes, for various public purposes; and

WHEREAS, in order to provide financing and refinancing for the cost of certain school projects and various other capital projects, including an “industrial park” project as defined in Section 9-21-105(21) of the Tennessee Code Annotated, for which general obligation bonds and bond anticipation notes have been authorized to be issued and sold and including the costs of issuing such general obligation bonds and bond anticipation notes (collectively, the “**Project Costs**”), the Legislative Body of the County:

(1) previously authorized, received approval from the State director of local finance for and issued general obligation bond anticipation notes of the County in an aggregate principal amount not to exceed \$90,000,000 (the “**2013 Notes**”) pursuant to an initial resolution adopted by the Legislative Body of the County on August 1, 2013 (the “**2013 Initial Resolution**”) authorizing the issuance of general obligation bonds of the County in an aggregate principal amount not to exceed \$90,000,000 and the 2013 Notes and a resolution adopted by the Legislative Body of the County on September 4, 2013, and to date, has issued \$35,000,000 in aggregate principal amount of the 2013 Notes; and

(2) previously adopted an initial resolution on March 4, 2015 (the “**2015 Initial Resolution**”) authorizing the issuance of general obligation bonds of the County in an aggregate principal amount not to exceed \$40,000,000; and

deems it advisable and in the best interests of the County to provide at this time for the issuance and sale from time to time of general obligation bonds of the County for the purpose of (A) paying the principal of all of the outstanding 2013 Notes and (B) financing certain Project Costs; and

WHEREAS, the County expects that the “industrial park” portion of the capital projects described above will consist of the acquisition, construction and equipping roads, sewers, sidewalks, storm drainage and other infrastructure for an “industrial park” known as the Enterprise South Industrial Park (the “**Enterprise South Industrial Park**”) located at 6703 Bonny Oaks Drive, Chattanooga, Tennessee in the County; and

WHEREAS, the County has determined that the Enterprise South Industrial Park is well conceived, has a reasonable prospect of success, will provide proper economic development and employment and will not likely become a burden on the taxpayers of the County; and

WHEREAS, the County has determined at this time to issue its negotiable interest-bearing General Obligation Bonds, Series 2015A in an aggregate principal amount not to exceed \$75,000,000 (the “**Series 2015A Bonds**”) pursuant to the 2013 Initial Resolution, the 2015 Initial Resolution and this Resolution for the purpose of (i) paying the principal of all of the outstanding 2013 Notes in an aggregate principal amount of \$35,000,000, the proceeds of which paid for certain Project Costs and (ii) financing certain Project Costs;

WHEREAS, the County published the 2015 Initial Resolution as required by Section 9-21-206, Tennessee Code Annotated; and failed to receive any petition with the requisite signatures protesting the issuance of the Series 2015A Bonds so as to require the Series 2015A Bonds be approved by a majority of the registered voters, as provided in Section 9-21-207, Tennessee Code Annotated; and

WHEREAS, this Legislative Body has been advised that the refunding of all or a portion of certain outstanding general obligation bonds of the County will result in debt service savings to the County and has determined that it is necessary and desirable to accomplish such refunding; and

WHEREAS, the general obligation bonds of the County proposed to be refunded may include all or a portion of the County’s General Obligation Bonds, Series 2009 issued in the original aggregate principal amount of \$31,500,000 and the County’s General Obligation Bonds, Series 2011A issued in the original aggregate principal amount of \$61,310,000 (collectively, the “**Refunded Bonds**”); and

WHEREAS, the Counties in Tennessee are authorized to issue general obligation refunding bonds to refund outstanding obligations which are secured by a pledge of the full faith and credit and unlimited taxing power of the local government pursuant to Section 9-21-901 et seq., Tennessee Code Annotated; and

WHEREAS, pursuant to a letter dated February 24, 2015 from the County Mayor to the Director, Office of State and Local Finance, State of Tennessee, Comptroller of the Treasury (the “**Director**”), the County submitted a plan of refunding (the “**Plan of Refunding**”) relating to the proposed refunding of the Refunded Bonds to the Director as required by Section 9-21-903, Tennessee

Code Annotated; and

WHEREAS, pursuant to a letter dated March 4, 2015 from the Director to the County Mayor (the “**Director’s Letter**”) and the report of the Director attached to the Director’s Letter (the “**Report of the Director**”), a copy of which has been presented to this Legislative Body, the Director acknowledged receipt of the Plan of Refunding and prepared an analysis of the Plan of Refunding as described in the Report of the Director; and

WHEREAS, each of the members of this Legislative Body of Hamilton County, Tennessee has received and reviewed the Plan of Refunding, the Director’s Letter and the Report of the Director in connection with the refunding of the Refunded Bonds and the adoption of this Resolution; and

WHEREAS, the County has determined at this time to issue its negotiable interest-bearing General Obligation Refunding Bonds, Series 2015B in an aggregate principal amount not to exceed \$57,000,000 (the “**Series 2015B Bonds**” and together with the Series 2015A Bonds, the “**Bonds**”) to accomplish the refunding of the Refunded Bonds and to pay the costs of issuing the Series 2015B Bonds; and

WHEREAS, it appears advantageous to the County at this particular time to issue the Series 2015B Bonds to refund and defease the Refunded Bonds; and

WHEREAS, Section 9-21-108 of the Tennessee Code Annotated authorizes the Legislative Body of Hamilton County to delegate to the County Mayor, as the chief executive officer of the County, the authority to sell the Bonds pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated and this Resolution;

*NOW THEREFORE BE IT RESOLVED* by the Legislative Body of Hamilton County, Tennessee as follows:

*Section 1.* That the Legislative Body hereby finds and determines that (i) the financing of the Project Costs, including through the payment of the principal of all of the outstanding 2013 Notes, and (ii) the refunding of the Refunded Bonds is advantageous to the County.

*Section 2.* That, for the purpose of providing funds necessary to (i) pay the Project Costs, including through the payment of the principal of all of the outstanding 2013 Notes, (ii) refund the Refunded Bonds, including payment of the principal thereof, premium, if any, and interest due and payable thereon to their date of maturity or earlier redemption, and (iii) pay the costs of issuing the Bonds, the Legislative Body hereby finds and determines that the Bonds should be issued; *provided that* the County will not issue the portion of the Series 2015A Bonds authorized by the 2015 Initial Resolution if a petition protesting the issuance of the general obligation bonds described in the 2015 Initial Resolution signed by at least ten percent (10%) of the registered votes of Hamilton County, Tennessee is filed with the County on or prior to March 26, 2015. The Series 2015A Bonds will be designated “Hamilton County, Tennessee General Obligation Bonds, Series 2015A” and will be numbered from RA-1 upward, and the Series 2015B Bonds will be designated “Hamilton County, Tennessee General Obligation Refunding Bonds, Series 2015B” and will be numbered from RB-1 upward. Each of the Bonds will be dated as of their date of delivery to the initial purchaser. The

Bonds will be issued in an aggregate principal amount not to exceed \$75,000,000 with respect to the Series 2015A Bonds and \$57,000,000 with respect to the Series 2015B Bonds and will mature serially, or will be subject to mandatory sinking fund redemption, on May 1 with respect to the Series 2015A Bonds and March 1 with respect to the Series 2015B Bonds in each of the years and in the principal amounts as described in the certificate of the County Mayor executed by the County Mayor or his designee on or after the date the Bonds are sold and on or prior to the date of initial issuance and delivery of the Bonds (the “**Certificate of County Mayor**”); provided that the Bonds will mature on or prior to May 1, 2030 with respect to the Series 2015A Bonds and March 1, 2027 with respect to the Series 2015B Bonds and the aggregate principal amount of Bonds maturing or subject to mandatory sinking fund redemption in any particular year will not exceed \$5,000,000 with respect to the Series 2015A Bonds and \$7,000,000 with respect to the Series 2015B Bonds.

*Optional Redemption.* Each series of the Bonds maturing on or before the date designated in the Certificate of County Mayor (which date will not be later than May 1, 2025) are not subject to redemption before their stated maturities. Each series of the Bonds maturing on or after the date designated in the Certificate of County Mayor are subject to redemption at the option of the County on and after the date designated in the Certificate of County Mayor, in whole or in part on any date at a redemption price equal to the aggregate principal amount of the Bonds called for redemption, together with accrued interest thereon to the redemption date.

The Bonds, if any, described in the Certificate of County Mayor as Term Bonds (the “**Term Bonds**”) are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date on May 1 with respect to the Series 2015A Bonds and March 1 with respect to the Series 2015B Bonds of the years and in the principal amounts of Term Bonds as set forth in the Certificate of County Mayor. At the option of the County to be exercised by delivery of a written certificate to the Registrar (defined below) not less than 45 days next preceding any mandatory sinking fund redemption date, the County may (1) deliver to the Registrar for cancellation Term Bonds (which are subject to mandatory sinking fund redemption on such mandatory sinking fund redemption date) or portions thereof in denominations of \$5,000 or any integral multiple thereof or (2) specify a principal amount of such Term Bonds (which are subject to mandatory sinking fund redemption on such mandatory sinking fund redemption date) or portions thereof in denominations of \$5,000 or any integral multiple thereof which prior to said date have been redeemed and cancelled by the Registrar and not theretofore applied as a credit against any mandatory sinking fund redemption obligation with respect to such Term Bonds. Each Term Bond or portion thereof so delivered or previously redeemed will be credited by the Registrar at 100% of the principal amount thereof against the obligation of the County on such mandatory sinking fund redemption date.

If the Bonds or any portion thereof are called for redemption, notice of redemption, describing the Bonds to be redeemed and specifying the redemption date, will be given by first-class mail, postage prepaid, to the registered owners thereof as shown on the registry books (the “**Register**”) of the County kept by The Bank of New York Mellon Trust Company, N.A., or its successor, as registrar and paying agent (the “**Registrar**” and “**Paying Agent**”), not less than 30 days nor more than 60 days prior to the redemption date. If the notice of redemption is mailed as aforesaid and if on or before the date fixed for redemption, payment thereof is duly made or provided for, interest on the Bonds to be redeemed will cease to accrue from and after the redemption date specified in such notice. If less than all of the

Bonds are called for redemption, the Bonds within a maturity to be redeemed will be selected by the Paying Agent by lot, in such manner as it may determine.

*Section 3.* That the Bonds will bear interest at a rate or rates, not to exceed 6.0% per annum. Both principal of and interest on the Bonds are payable in lawful money of the United States of America. Principal of the Bonds is payable on surrender thereof at the designated office of the Registrar and Paying Agent for the County, or such successor Registrar and Paying Agent as may be designated by the County Mayor. Interest on the Bonds (computed on the basis of a 360-day year of twelve 30-day months) is payable on May 1 and November 1 with respect to the Series 2015A Bonds and March 1 and September 1 with respect to the Series 2015B Bonds (each an “**Interest Payment Date**”) of each year commencing on November 1, 2015 with respect to the Series 2015A Bonds and September 1, 2015 with respect to the Series 2015B Bonds, by check or draft mailed to the owner of the Bonds at the address listed on the registration books maintained by the Registrar and Paying Agent for such purpose as of the fifteenth day of the month preceding the Interest Payment Date. On each Interest Payment Date, the interest on the Bonds, respectively, accruing from and including the date of the immediately preceding Interest Payment Date in question will be paid.

*Section 4.* That the Bonds will be issued in fully registered form in the denominations of \$5,000 or any integral multiple thereof and will be in substantially the form attached hereto as Exhibit A with respect to the Series 2015A Bonds and Exhibit B with respect to the Series 2015B Bonds.

*Section 5.* That the Bonds will be registered so as to participate in a securities depository system with The Depository Trust Company (“**DTC**”), as set forth herein. The Bonds will be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond will be registered in the Register in the name of Cede & Co., as nominee of DTC. The County Mayor is hereby authorized to execute and deliver such letters or agreements with DTC on behalf of the County to effectuate the DTC system, with respect to the Bonds.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County will have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**DTC Participant**”) or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an “**Indirect Participant**”). Without limiting the immediately preceding sentence, the County will have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any Indirect Participant or any other person, other than a Bondholder, as shown in the Register, of any notice with respect to the Bonds, (iii) the payment to any DTC Participant or any Indirect Participant or any other person, other than a Bondholder, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or (iv) any consent given by DTC as registered owner. So long as certificates for the Bonds are not issued, the County may treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of the Bonds for all purposes whatsoever,

including without limitation (i) the payment of principal and interest on the Bonds and (ii) registering transfers with respect to the Bonds. While in the DTC system, no person other than Cede & Co., or any successor thereto, as nominee for DTC, will receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the name "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Issuer Letter of Representations dated May 1, 1996 from the County to DTC, (b) the Representation Letter will be terminated for any reason or (c) the County determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County will notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered on the Register in the name of Cede & Co., as nominee of DTC. At that time, the County may determine that the Bonds will be registered in the name of and deposited with a successor depository operating a securities depository system, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, as may be acceptable to the County or such depository's agent or designee, and if the County does not select such an alternate securities depository system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds will designate, in accordance with the provisions hereof.

Notwithstanding any other provision to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds and all notices with respect to such Bonds will be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

*Section 6.* That the Bonds will be executed and signed in the name of the County, by the County Mayor and attested by the County Clerk with the seal of the County attached thereto; such signatures and the seal will be in facsimile form. The Registrar and Paying Agent will authenticate the Bonds. The action of the County Mayor in selling the Bonds and, by agreement with the purchaser thereof, fixing the date, denomination, interest rate or rates and the Registrar and Paying Agent in accordance with this Resolution, is binding on the County and this Legislative Body, and no further action by this Legislative Body is necessary. The County Mayor is authorized to arrange for the preparation and printing of a Preliminary Official Statement in substantially the form presented to this Legislative Body on the date of adoption of this Resolution and an Official Statement in substantially the form of the Preliminary Official Statement, subject to such changes, insertions and omissions as may be approved by the County Mayor for use in connection with the sale of the Bonds, to retain the law firm of McKenna Long & Aldridge LLP to serve as bond counsel and the financial and investment advisory firm of Public Financial Management, Inc. to serve as financial advisor, and to expend and invest bond proceeds in the manner required by law and this Resolution. The County Attorney is authorized to certify that there is not now pending any litigation restraining or enjoining the issuance or delivery of the Bonds or questioning or affecting the legality of the Bonds. The County Mayor, County Trustee, County Clerk and other appropriate officials are hereby authorized to execute on behalf of the County any and all documents, including a certificate as to the Preliminary Official Statement and the Official Statement used in connection with the sale of the Bonds and a certificate as to arbitrage, as are

reasonably necessary and appropriate to the issuance of the Bonds and to take any actions necessary or advisable to carry out the purpose of this Resolution, including using proceeds of the Bonds to pay the costs of issuance of the Bonds.

*Section 7.* That, for the purpose of providing funds with which to pay the principal and interest accruing on the Bonds at their maturities, there will be levied upon all taxable property in the County, in addition to all other taxes, a direct annual tax for each of the years while the Bonds, or any of them, are outstanding, in amounts sufficient for that purpose.

*Section 8.* That each series of the Bonds will be sold at not less than 99.0% of the par amount of such Bonds and may be sold at a premium in excess of the par amount of the Bonds and otherwise in compliance with Section 9-21-906, Tennessee Code Annotated. The County Mayor may sell the Bonds at a competitive public sale. Unless all bids are rejected, each series of the Bonds will be awarded by the County Mayor or his designee on the sale date to the bidder whose bid complies with the Detailed Notice of Sale and results in the lowest interest cost to the County, to be determined in accordance with the Detailed Notice of Sale.

*Section 9.* That the proceeds from the sale of the Series 2015A Bonds, less any amount used to pay the costs of issuing the Series 2015A Bonds, will be deposited as follows: (1) \$35,000,000 will be paid to U.S. Bank National Association (the “**Lender**”) on the date of issuance and delivery of the Series 2015A Bonds as prepayment for the outstanding principal of the 2013 Notes and the Term Loan described in the Revolving Credit Agreement dated as of September 1, 2013 between the County and the Lender; and (2) the balance will be deposited in a separate account (the “**Project Account**”) to be held by the County Trustee to pay Project Costs. Such proceeds held in the Project Account will be invested and reinvested at the direction of the County Mayor, and the income therefrom, to the extent permitted by the Internal Revenue Code of 1986, as amended, will be retained in the Project Account and used as the County Mayor will direct.

That the proceeds from the sale of the Series 2015B Bonds, less any amount used to pay the costs of issuing the Series 2015B Bonds, will be deposited in an escrow account to be held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “**2015B Escrow Agent**”) under an Escrow Agreement with the County (the “**2015B Escrow Agreement**”) in substantially the form presented to this Legislative Body, all in accordance with the provisions of Section 9-21-914(a), Tennessee Code Annotated. Such proceeds, together with other available moneys of the County, held in such escrow account will be invested as provided in Section 9-21-914(b), Tennessee Code Annotated and in the 2015B Escrow Agreement and will be applied as provided in the 2015B Escrow Agreement.

The County Mayor and the County Clerk are hereby authorized to execute and deliver the 2015B Escrow Agreement in the form presented to this Legislative Body with such changes and additions to or omissions from such draft agreement as the officer executing such agreement approves as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval.

*Section 10.* That when the principal of, premium, if any, and interest due on the Bonds (the “**Bond Requirements**”) have been duly paid, the Bonds will no longer be deemed to be outstanding within the meaning of this Resolution. A Bond will be deemed to be paid when there has been placed

in irrevocable escrow an amount sufficient (including the known minimum yield available for such purpose from obligations of, or obligations guaranteed by, the United States of America (“**Federal Securities**”), in which such amount wholly or in part may be initially invested) to pay the Bond Requirements of such Bond, as the same become due to the final maturity thereof. The Federal Securities must become due at or before the respective times on which the proceeds thereof are needed, in accordance with a schedule established and agreed upon between the County and the escrow agent at the time of the creation of the escrow or trust. For the purpose of this section “**Federal Securities**” includes only Federal Securities which are not callable for redemption prior to their maturities except at the option of the holder thereof. Upon written direction of the County, the Paying Agent will mail written notice of the defeasance of any Refunded Bonds to the owners of such Bonds at the addresses last shown on the registration records for such Bonds, maintained by the Registrar.

*Section 11.* That the County will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from federal income taxation of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The County acknowledges that the continued exclusion of interest on the Bonds from a Bond purchaser’s gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”). The County covenants that it will comply with all the requirements of Section 148 of the Code and that it will not permit at any time any of the proceeds of the Bonds or other funds of the County to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be “arbitrage bonds” for purposes of Section 148 of the Code.

*Section 12.* That the County Mayor is authorized to deem the Preliminary Official Statement to be a “final” official statement on behalf of the County within the meaning of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “**SEC**”) under the Securities Exchange Act of 1934, as amended (the “**Rule**”) except for the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, identity of the original purchasers and other terms of the Bonds.

*Section 13.* (a) This Section constitutes the written undertaking of the County for the benefit of the registered owners or beneficial owners of the Bonds (the “**Bondholders**”) required in order to allow the purchaser of the Bonds to comply with the Rule.

(b) For purposes of this Section, the following definitions will apply:

(1) “**Annual Financial Information**” means the financial information and operating data with respect to the County of the type set forth in Part II of the Official Statement under the captions “SUMMARY OF GENERAL FUND BALANCES” and “SUMMARY OF GOVERNMENTAL OPERATIONS” delivered at least annually to MSRB pursuant to clause (c) hereof, including Audited Financial Statements, or if Audited Financial Statements are not available, unaudited financial statements of the County prepared in accordance with Generally Accepted Accounting Principles.

(2) “**Audited Financial Statements**” means the County’s annual financial statements, prepared in accordance with Generally Accepted Accounting Principles and audited by a firm of certified public accountants .

(3) “**MSRB**” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934. See <http://www.emma.msrb.org/>.

(4) “**Official Statement**” means the Official Statement delivered in connection with the original issue and sale of the Bonds.

(c) Commencing with the fiscal year ended June 30, 2015, the County agrees to provide or cause to be provided the Annual Financial Information to MSRB. Such Annual Financial Information and Audited Financial Statements for each Fiscal Year shall be provided to the MSRB within nine months following the end of the County’s Fiscal Year. If Audited Financial Statements are not available on such due date, the County will provide unaudited financial statements on such date and provide Audited Financial Statements as soon as practicable thereafter.

(d) The County may provide or cause to be provided Annual Financial Information and Audited Financial Information by specific reference to documents previously provided to the MSRB or filed with the SEC; provided, however, that if the document so referenced is a final official statement within the meaning of the Rule, such final official statement must be available from the MSRB.

(e) The County will provide or cause to be provided, in a timely manner not in excess of ten business days after the occurrence of the event, to the MSRB notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Nonpayment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements, if any, reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, if any, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;

- (13) Consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business or the entry into a definitive agreement to undertake such an action, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(f) The County will provide or cause to be provided, in a timely manner to the MSRB, notice of any failure of the County to timely provide the Annual Financial Information as specified in clause (c) of this Section.

(g) The obligation of the County hereunder is for the benefit of the Bondholders. Unless otherwise required by law, no Bondholder will be entitled to damages resulting from the County's noncompliance with its undertaking set forth in this Section; however, Bondholders may take action to require performance of such obligation by any judicial proceeding available. Breach of the undertakings of the County hereunder will not constitute an event of default hereunder and any rights and remedies provided herein in the event of default are not applicable to a breach of the obligation of the County hereunder.

(h) The undertaking contained in this Section 13 will be in effect from and after the issuance and delivery of the Bonds, and will extend to the earlier of (i) the date all principal and interest on the Bonds have been deemed paid pursuant to the terms of this Resolution, (ii) the date that the County no longer constitutes an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which required this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

(i) The requirements of this Section 13 may be amended from time to time by the County without the consent of the Bondholders, if such amendment would not, in and of itself, cause the undertaking herein (or action of the purchaser in reliance on the undertakings herein) to violate the Rule, as amended or officially interpreted from time to time by the SEC. The County will provide notice of such amendment to the MSRB with its Annual Financial Information.

(j) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Section 13 shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB. See <http://www.emma.msrb.org/>.

*Section 14.* That the County Mayor and the County Clerk are hereby authorized to execute and deliver the Paying Agency Agreement between the County and The Bank of New York Mellon Trust Company, N.A., relating to the Bonds in the form presented to this Legislative Body with such changes and additions to or omissions from such draft agreement as the officer executing such agreement approves as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval.

*Section 15.* That all orders or resolutions in conflict herewith be and the same are repealed insofar as such conflict exists and this Resolution will become effective immediately upon its passage, the public welfare requiring it.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 18, 2015

\_\_\_\_\_

Date



**HAMILTON COUNTY, TENNESSEE**  
OFFICE OF THE COUNTY MAYOR  
JIM M. COPPINGER

February 24, 2015

Ms. Sandi Thompson  
Director, State and Local Finance  
State of Tennessee  
Comptroller of the Treasury  
James K. Polk State Office Building  
505 Deaderick Street, Suite 1600  
Nashville, Tennessee 37243-0274

**Hamilton County, Tennessee**  
**General Obligation Refunding Bonds, Series 2015B**

Dear Ms. Thompson,

We are submitting a plan of refunding for your review pursuant to TCA 9-21-901 et seq.

**Plan of Refunding:**

Hamilton County, Tennessee (the "County") has a potential opportunity to reduce debt service costs by advance refunding certain maturities of its outstanding tax-exempt General Obligation Bonds, Series 2009 (the "Series 2009 Bonds") and the General Obligation Bonds, Series 2011A (the "Series 2011A Bonds"; collectively the "Refunded Bonds"). The Series 2009 Bonds have a dated date of March 24, 2009 and the Series 2011A Bonds have a dated date of November 8, 2011. The Series 2009 Bonds were authorized by the Hamilton County Commissioners pursuant to certain Resolutions adopted on June 21, 2006, and February 18, 2009; while the Series 2011A Bonds were authorized by the same party on September 15, 2011, and October 19, 2011. A copy of the previously submitted CT-0253 forms filed with the State of Tennessee are attached.

The preliminary plan of finance includes refunding all or a portion of the following maturities listed below which will generate significant debt service savings to the County.

Indenture	Tax Status	Series	Maturities	Coupons	Call Date	Call Price
General Obligation Bonds	Tax-Exempt	2009	2018-2024	3.50%-4.375%	3/1/2017	100%
General Obligation Bonds	Tax-Exempt	2011A	2021-2027	3.250%-5.000%	1/1/2020	100%

The Refunded Bonds will be refunded from proceeds of the General Obligation Refunding Bonds, Series 2015B (the "Series 2015B Bonds"). It is expected that the Series 2015B Bonds will be "qualified tax-exempt obligations" as defined by the Internal Revenue Code of 1986. Proceeds of the Series 2015B Bonds will be used to fund an escrow comprised of SLGS or Open Market Securities (if economical), the principal and interest on which would be sufficient, together with the cash on deposit, to pay the principal and interest on the Refunded Bonds. In addition to funding the escrow requirements on the Refunded Bonds the County will use proceeds of the Series 2015B Bonds to pay cost of issuance of the Series 2015B Bonds.

The amortization of the Series 2015B Bonds will be structured to provide uniform savings compared to the debt service of the Refunded Bonds in each fiscal year. Neither the final maturity nor the weighted average maturity of the debt is being extended. Attached are schedules demonstrating the proposed refinancing opportunity and includes the following information:

- Weighted Average Maturity of the Series 2015B Bonds
- Weighted Average Maturity of the Refunded Bonds
- Estimated cost of issuance associated with the Series 2015B Bonds

The table below highlights our refunding assumptions:

Refunding Assumptions - Series 2015B (Estimated)	
Dated and Delivery Date	April 21, 2015
Bonds Refunded	Series 2009 and Series 2011A
Market Rates - <i>Estimated</i>	AAA MMD (2/13/15) + 10 bps
Cost of Issuance - <i>Estimated</i>	\$156,871
Underwriter's Discount - <i>Estimated</i>	\$5 per Bond

The table below provides the estimated refunding results based on the current market conditions:

Savings Summary - General Obligation Refunding Bonds, Series 2015B (Estimated)	
Refunding Bonds Par Amount	\$47,825,000
Refunded Bonds Par Amount	\$48,720,000
Net Present Value Debt Service Savings	\$1,798,261
PV Savings as a % of Refunded Bonds	3.69101%

The County establishes a minimum net present value savings threshold of 3.00% of the refunded bond principal amount. The present value savings will be net of all costs related to the refinancing. The decision to take savings on an upfront or deferred basis must be explicitly approved by the County.

The County has determined that it is in the County's best interest to sell the Series 2015B Bonds on a competitive basis. The sale is anticipated to occur in April of 2015. The County intends to act expeditiously to take advantage of the low interest rates.

Hamilton County Refunding Plan  
February 24, 2015  
Page 3

**In Summary**

Prior to adoption of the resolution authorizing the Series 2015B Bonds on or about March 18, 2015, the County seeks your refunding report on the General Obligation Refunding Bonds, Series 2015B, pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated.

If you have any questions or comments on the above plan of refunding or require any additional information with respect thereto, please do not hesitate to contact Albert Kiser at (423) 209-6308 or Lauren Lowe from Public Financial Management, Inc. at (901) 682-8356.

Sincerely,

A handwritten signature in blue ink that reads "Jim M. Coppinger". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Jim M. Coppinger  
County Mayor  
[jcoppinger@hamiltontn.gov](mailto:jcoppinger@hamiltontn.gov)

CC: Mr. Albert Kiser, *Administrator of Finance, Hamilton County*  
Mr. Lee Brouner, *Assistant Administrator of Finance, Hamilton County*  
Ms. Lauren Lowe, *Public Financial Management, Inc.*  
Mr. Tom Lauth, *McKenna Long & Aldridge, LLP*

SOURCES AND USES OF FUNDS

Hamilton County, TN General Obligation Bonds  
Prepared for Plan of Refunding  
Preliminary, Subject to Change

Sources:	General Obligation Bonds, Series 2015A	General Obligation Refunding Bonds, Series 2015B	Total
<b>Bond Proceeds:</b>			
Par Amount	58,650,000.00	47,825,000.00	106,475,000.00
Premium	6,836,801.80	6,715,162.75	13,551,964.55
	65,486,801.80	54,540,162.75	120,026,964.55
<b>Uses:</b>			
<b>Project Fund Deposits:</b>			
Project Fund	65,000,000.00		65,000,000.00
<b>Refunding Escrow Deposits:</b>			
Cash Deposit		0.79	0.79
SLGS Purchases		54,142,338.00	54,142,338.00
		54,142,338.79	54,142,338.79
<b>Delivery Date Expenses:</b>			
Cost of Issuance	192,378.59	156,871.41	349,250.00
Underwriter's Discount	293,250.00	239,125.00	532,375.00
	485,628.59	395,996.41	881,625.00
<b>Other Uses of Funds:</b>			
Additional Proceeds	1,173.21	1,827.55	3,000.76
	65,486,801.80	54,540,162.75	120,026,964.55

Note: MMD AAA as of 2/13/15 + 10 bps

SUMMARY OF BONDS REFUNDED

Hamilton County, TN General Obligation Bonds  
Prepared for Plan of Refunding  
Preliminary, Subject to Change

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
G. O. Bonds, Series 2009A (Tax-Exempt), 2009GO:					
SER_GO	03/01/2018	3.500%	2,110,000.00	03/01/2017	100.000
	03/01/2019	4.000%	2,110,000.00	03/01/2017	100.000
	03/01/2020	4.000%	2,110,000.00	03/01/2017	100.000
	03/01/2021	4.000%	2,110,000.00	03/01/2017	100.000
	03/01/2022	4.000%	2,105,000.00	03/01/2017	100.000
	03/01/2023	4.125%	2,105,000.00	03/01/2017	100.000
	03/01/2024	4.375%	2,105,000.00	03/01/2017	100.000
			14,755,000.00		
Series 2011A-New Money, 2011A:					
SERIAL	01/01/2021	5.000%	4,215,000.00	01/01/2020	100.000
	01/01/2022	5.000%	4,425,000.00	01/01/2020	100.000
	01/01/2023	5.000%	4,645,000.00	01/01/2020	100.000
	01/01/2024	4.000%	4,880,000.00	01/01/2020	100.000
	01/01/2025	4.000%	5,075,000.00	01/01/2020	100.000
	01/01/2026	3.250%	5,275,000.00	01/01/2020	100.000
	01/01/2027	3.500%	5,450,000.00	01/01/2020	100.000
			33,965,000.00		
			48,720,000.00		

Note: MMD AAA as of 2/13/15 + 10 bps

---

---

SUMMARY OF REFUNDING RESULTS

Hamilton County, TN General Obligation Bonds  
Prepared for Plan of Refunding  
Preliminary, Subject to Change

Dated Date	04/21/2015
Delivery Date	04/21/2015
Arbitrage yield	1.954148%
Escrow yield	1.448977%
Value of Negative Arbitrage	959,852.15
Bond Par Amount	47,825,000.00
True Interest Cost	2.118516%
Net Interest Cost	2.290075%
Average Coupon	3.980626%
Average Life	8.010
Par amount of refunded bonds	48,720,000.00
Average coupon of refunded bonds	4.054782%
Average life of refunded bonds	7.956
PV of prior debt to 04/21/2015 @ 1.954148%	56,721,234.15
Net PV Savings	1,798,261.13
Percentage savings of refunded bonds	3.691012%
Percentage savings of refunding bonds	3.760086%

Notes:

MMD AAA as of 2/13/15 + 10 bps

Assumes refunding all callable maturities

SAVINGS

Hamilton County, TN General Obligation Bonds  
Prepared for Plan of Refunding  
Preliminary, Subject to Change

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 04/21/2015 @ 1.9541483%
03/01/2016	2,014,812.50	1,875,088.89	139,723.61	145,105.20
03/01/2017	2,014,812.50	1,882,200.00	132,612.50	133,005.88
03/01/2018	4,124,812.50	3,962,200.00	162,612.50	158,820.77
03/01/2019	4,050,962.50	3,889,400.00	161,562.50	154,783.27
03/01/2020	3,966,562.50	3,806,600.00	159,962.50	150,295.10
03/01/2021	8,097,162.50	7,938,800.00	158,362.50	158,175.38
03/01/2022	8,007,012.50	7,847,400.00	159,612.50	156,030.89
03/01/2023	7,921,562.50	7,759,600.00	161,962.50	154,836.51
03/01/2024	7,837,481.26	7,675,000.00	162,481.26	152,071.58
03/01/2025	5,640,187.50	5,478,200.00	161,987.50	148,669.69
03/01/2026	5,637,187.50	5,478,400.00	158,787.50	143,172.85
03/01/2027	5,640,750.00	5,480,800.00	159,950.00	141,466.46
	64,953,306.26	63,073,688.89	1,879,617.37	1,796,433.58

Savings Summary

PV of savings from cash flow	1,796,433.58
Plus: Refunding funds on hand	1,827.55
Net PV Savings	1,798,261.13

Note: MMD AAA as of 2/13/15 + 10 bps

BOND SUMMARY STATISTICS

Hamilton County, TN General Obligation Bonds  
General Obligation Bonds, Series 2015A

Dated Date	04/21/2015
Delivery Date	04/21/2015
Last Maturity	03/01/2030
Arbitrage Yield	1.954148%
True Interest Cost (TIC)	2.347702%
Net Interest Cost (NIC)	2.535135%
All-In TIC	2.391014%
Average Coupon	3.943020%
Average Life (years)	7.925
Duration of Issue (years)	6.908
Par Amount	58,650,000.00
Bond Proceeds	65,486,801.80
Total Interest	18,326,333.33
Net Interest	11,782,781.53
Total Debt Service	76,976,333.33
Maximum Annual Debt Service	6,081,000.00
Average Annual Debt Service	5,179,715.89
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	111.156951

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	58,650,000.00	111.657	3.943%	7.925
	58,650,000.00			7.925

	TIC	All-In TIC	Arbitrage Yield
Par Value	58,650,000.00	58,650,000.00	58,650,000.00
+ Accrued Interest			
+ Premium (Discount)	6,836,801.80	6,836,801.80	6,836,801.80
- Underwriter's Discount	-293,250.00	-293,250.00	
- Cost of Issuance Expense		-192,378.59	
- Other Amounts			
Target Value	65,193,551.80	65,001,173.21	65,486,801.80
Target Date	04/21/2015	04/21/2015	04/21/2015
Yield	2.347702%	2.391014%	1.954148%

Note: MMD AAA Scale 1/23/15 + County's credit spreads from 2013

BOND PRICING

Hamilton County, TN General Obligation Bonds  
General Obligation Bonds, Series 2015A

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	03/01/2016	3,400,000	2.000%	0.240%	101.512
	03/01/2017	3,950,000	3.000%	0.530%	104.567
	03/01/2018	3,950,000	3.500%	0.810%	107.591
	03/01/2019	3,950,000	3.500%	1.010%	109.404
	03/01/2020	3,950,000	4.000%	1.230%	113.030
	03/01/2021	3,945,000	4.000%	1.430%	114.398
	03/01/2022	3,945,000	4.000%	1.680%	114.973
	03/01/2023	3,945,000	4.000%	1.860%	115.581
	03/01/2024	3,945,000	4.000%	2.020%	115.988
	03/01/2025	3,945,000	4.000%	2.150%	114.851 C
	03/01/2026	3,945,000	4.000%	2.270%	113.813 C
	03/01/2027	3,945,000	4.000%	2.380%	112.871 C
	03/01/2028	3,945,000	4.000%	2.470%	112.107 C
	03/01/2029	3,945,000	4.000%	2.530%	111.601 C
	03/01/2030	3,945,000	4.000%	2.580%	111.181 C
		58,650,000			

Dated Date	04/21/2015	
Delivery Date	04/21/2015	
First Coupon	09/01/2015	
Par Amount	58,650,000.00	
Premium	6,836,801.80	
Production	65,486,801.80	111.656951%
Underwriter's Discount	-293,250.00	-0.500000%
Purchase Price	65,193,551.80	111.156951%
Accrued Interest		
Net Proceeds	65,193,551.80	

Note: MMD AAA Scale 1/23/15 + County's credit spreads from 2013

---

---

COST OF ISSUANCE

Hamilton County, TN General Obligation Bonds  
General Obligation Bonds, Series 2015A

Cost of Issuance	\$/1000	Amount
Verification Agent - TBD	0.01644	963.96
Bond Counsel - McKenna Long Aldridge	0.79831	46,820.85
Financial Advisor - PFM	0.79831	46,820.85
Bond Counsel Expenses	0.02348	1,377.08
Financial Advisor Expenses	0.02348	1,377.08
Escrow Agent - TBD	0.00470	275.42
Paying Agent - TBD	0.01409	826.25
Printing/Shipping	0.01409	826.25
Fitch Rating	0.51655	30,295.84
Moody's Rating	0.51655	30,295.84
Standard & Poor's Rating	0.51655	30,295.84
Ipreo	0.01409	826.25
Misc.	0.02348	1,377.08
	3.28011	192,378.59

Note: MMD AAA Scale 1/23/15 + County's credit spreads from 2013

BOND DEBT SERVICE

Hamilton County, TN General Obligation Bonds  
General Obligation Bonds, Series 2015A

Period Ending	Principal	Coupon	Interest	Debt Service
03/01/2016	3,400,000	2.000%	1,893,583.33	5,293,583.33
03/01/2017	3,950,000	3.000%	2,131,000.00	6,081,000.00
03/01/2018	3,950,000	3.500%	2,012,500.00	5,962,500.00
03/01/2019	3,950,000	3.500%	1,874,250.00	5,824,250.00
03/01/2020	3,950,000	4.000%	1,736,000.00	5,686,000.00
03/01/2021	3,945,000	4.000%	1,578,000.00	5,523,000.00
03/01/2022	3,945,000	4.000%	1,420,200.00	5,365,200.00
03/01/2023	3,945,000	4.000%	1,262,400.00	5,207,400.00
03/01/2024	3,945,000	4.000%	1,104,600.00	5,049,600.00
03/01/2025	3,945,000	4.000%	946,800.00	4,891,800.00
03/01/2026	3,945,000	4.000%	789,000.00	4,734,000.00
03/01/2027	3,945,000	4.000%	631,200.00	4,576,200.00
03/01/2028	3,945,000	4.000%	473,400.00	4,418,400.00
03/01/2029	3,945,000	4.000%	315,600.00	4,260,600.00
03/01/2030	3,945,000	4.000%	157,800.00	4,102,800.00
	58,650,000		18,326,333.33	76,976,333.33

Note: MMD AAA Scale 1/23/15 + County's credit spreads from 2013

**BOND SUMMARY STATISTICS**

Hamilton County, TN General Obligation Bonds  
General Obligation Refunding Bonds, Series 2015B

Dated Date	04/21/2015
Delivery Date	04/21/2015
Last Maturity	03/01/2027
Arbitrage Yield	1.954148%
True Interest Cost (TIC)	2.118516%
Net Interest Cost (NIC)	2.290075%
All-In TIC	2.160226%
Average Coupon	3.980626%
Average Life (years)	8.010
Duration of Issue (years)	7.012
Par Amount	47,825,000.00
Bond Proceeds	54,540,162.75
Total Interest	15,248,688.89
Net Interest	8,772,651.14
Total Debt Service	63,073,688.89
Maximum Annual Debt Service	7,938,800.00
Average Annual Debt Service	5,317,688.06
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	113.541114

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	47,825,000.00	114.041	3.981%	8.010
	47,825,000.00			8.010

	TIC	All-In TIC	Arbitrage Yield
Par Value	47,825,000.00	47,825,000.00	47,825,000.00
+ Accrued Interest			
+ Premium (Discount)	6,715,162.75	6,715,162.75	6,715,162.75
- Underwriter's Discount	-239,125.00	-239,125.00	
- Cost of Issuance Expense		-156,871.41	
- Other Amounts			
Target Value	54,301,037.75	54,144,166.34	54,540,162.75
Target Date	04/21/2015	04/21/2015	04/21/2015
Yield	2.118516%	2.160226%	1.954148%

BOND PRICING

Hamilton County, TN General Obligation Bonds  
General Obligation Refunding Bonds, Series 2015B

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	03/01/2016	250,000	2.000%	0.240%	101.512
	03/01/2017		3.000%	0.530%	104.567
	03/01/2018	2,080,000	3.500%	0.810%	107.591
	03/01/2019	2,080,000	3.500%	1.010%	109.404
	03/01/2020	2,070,000	4.000%	1.230%	113.030
	03/01/2021	6,285,000	4.000%	1.430%	114.398
	03/01/2022	6,445,000	4.000%	1.680%	114.973
	03/01/2023	6,615,000	4.000%	1.860%	115.581
	03/01/2024	6,795,000	4.000%	2.020%	115.988
	03/01/2025	4,870,000	4.000%	2.150%	114.851 C
	03/01/2026	5,065,000	4.000%	2.270%	113.813 C
	03/01/2027	5,270,000	4.000%	2.380%	112.871 C
		47,825,000			

Dated Date	04/21/2015	
Delivery Date	04/21/2015	
First Coupon	09/01/2015	
Par Amount	47,825,000.00	
Premium	6,715,162.75	
Production	54,540,162.75	114.041114%
Underwriter's Discount	-239,125.00	-0.500000%
Purchase Price	54,301,037.75	113.541114%
Accrued Interest		
Net Proceeds	54,301,037.75	

---

---

COST OF ISSUANCE

Hamilton County, TN General Obligation Bonds  
General Obligation Refunding Bonds, Series 2015B

Cost of Issuance	\$/1000	Amount
Verification Agent - TBD	0.01644	786.04
Bond Counsel - McKenna Long Aldridge	0.79831	38,179.15
Financial Advisor - PFM	0.79831	38,179.15
Bond Counsel Expenses	0.02348	1,122.92
Financial Advisor Expenses	0.02348	1,122.92
Escrow Agent - TBD	0.00470	224.58
Paying Agent - TBD	0.01409	673.75
Printing/Shipping	0.01409	673.75
Fitch Rating	0.51655	24,704.16
Moody's Rating	0.51655	24,704.16
Standard & Poor's Rating	0.51655	24,704.16
Ipreo	0.01409	673.75
Misc.	0.02348	1,122.92
	3.28011	156,871.41

---

---

---

---

BOND DEBT SERVICE

Hamilton County, TN General Obligation Bonds  
General Obligation Refunding Bonds, Series 2015B

Period Ending	Principal	Coupon	Interest	Debt Service
03/01/2016	250,000	2.000%	1,625,088.89	1,875,088.89
03/01/2017			1,882,200.00	1,882,200.00
03/01/2018	2,080,000	3.500%	1,882,200.00	3,962,200.00
03/01/2019	2,080,000	3.500%	1,809,400.00	3,889,400.00
03/01/2020	2,070,000	4.000%	1,736,600.00	3,806,600.00
03/01/2021	6,285,000	4.000%	1,653,800.00	7,938,800.00
03/01/2022	6,445,000	4.000%	1,402,400.00	7,847,400.00
03/01/2023	6,615,000	4.000%	1,144,600.00	7,759,600.00
03/01/2024	6,795,000	4.000%	880,000.00	7,675,000.00
03/01/2025	4,870,000	4.000%	608,200.00	5,478,200.00
03/01/2026	5,065,000	4.000%	413,400.00	5,478,400.00
03/01/2027	5,270,000	4.000%	210,800.00	5,480,800.00
	47,825,000		15,248,688.89	63,073,688.89

---

---

RECEIVED

NOV 10 2011

State Form No. CT-0253

STATE AND LOCAL FINANCE

Issuer's No.

(To be filled out by State)

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated 9-21-151)

1. Issuer:

Name Hamilton County, Tennessee
Address 117 East 7th Street, 5th Floor
Chattanooga, Tennessee 37402

2. Debt Obligation:

- a. Bond
b. CON
c. BAN
d. GAN
e. Lease/Lease Purchase
f. Loan Agreement
g. TRAN

5. Face Amount of Debt Obligation: \$61,310,000.00

6. Type of Sale:

- a. Competitive Public Sale
b. Negotiated Sale
c. Loan Program

3. Security For Debt Obligation:

- a. General Obligation
b. General Obligation Revenue
c. Revenue
d. Annual Appropriations

7. Tax Status:

- a. Tax Exempt
b. Taxable

8. Dated Date: 11/08/2011

9. Issue Date (Closing Date): 11/08/2011

4. Purpose of Issue:

- a. General Government 100.0 %
b. Education %
c. Highways and Streets %
d. Public Safety %
e. Solid Waste Disposal %
f. Industrial Park %
g. Manufacturing Facilities %
h. Health Facilities %
i. Airports %
j. Utilities
i. Water %
ii. Sewer %
iii. Electric %
iv. Gas %
k. Refunding or Renewal %
l. Other %

10. Ratings: a. Moody's Aaa
b. Standard & Poor's AAA
c. Fitch AAA
d. Unrated

11. Interest Cost: 2.8 %
a. TIC
b. NIC
c. Variable
d. Other

12. Recurring Costs:

a. Remarketing Agent Fees \$0.00
b. Liquidity Fees \$0.00
c. Credit Enhancement Fees \$0.00

**13. Maturity Dates, Amounts and Interest Rates**

Year	Amount	Interest Rate
2013	\$2,935,000.00	3.0 %
2014	\$3,025,000.00	4.0 %
2015	\$3,145,000.00	5.0 %
2016	\$3,300,000.00	5.0 %
2017	\$3,465,000.00	5.0 %
2018	\$3,640,000.00	5.0 %
2019	\$3,820,000.00	5.0 %
2020	\$4,015,000.00	5.0 %
2021	\$4,215,000.00	5.0 %
2022	\$4,425,000.00	5.0 %
2023	\$4,645,000.00	5.0 %

If additional space is needed, attach additional sheet.

Year	Amount	Interest Rate
2024	\$4,880,000.00	4.0 %
2025	\$5,075,000.00	4.0 %
2026	\$5,275,000.00	3.3 %
2027	\$5,450,000.00	3.5 %
		%
		%
		%
		%
		%
		%
		%
		%

No. of years \_\_\_\_\_

(To be filled out by state.)

**14. Itemized Description of the Cost of Issuance**

(Round to Nearest Dollar)

		Name of Firm
a. Financial Advisor Fees*	\$63,673.41	Public Financial Management
b. Legal Fees:		
i. Bond Counsel	\$56,182.42	McKenna Long & Aldridge LLP
ii. Issuer's Counsel		
iii. Trustee's Counsel		
c. Paying Agent Fees and Registration Fees	\$224.73	The Bank of New York
d. Trustee Fees		
e. Remarketing Agent Fees		
f. Liquidity Fees		
g. Rating Agency Fees	\$74,160.79	Fitch, Moody's and S&P
h. Credit Enhancement Fees		
i. Underwriter's Discount _____ %	\$218,365.99	J.P Morgan Securites LLC
i. Take Down		
ii. Management Fee		
iii. Risk Premium		
iv. Underwriter's Counsel		
v. Other Expenses		
j. Printing and Advertising Fees	\$2,434.51	i-Deal Prospectus
k. Issuer Fees		
l. Real Estate Fees		
m. Other Costs	\$16,521.54	miscellaneous
n. Total Costs	\$431,563.39	

\*If other costs are included, please itemize

Note: Please enclose a copy of the DISCLOSURE DOCUMENT or OFFICIAL STATEMENT if applicable.

15

Louis S. Wright  
 Authorized Representative  
 Louis S. Wright, Administrator of Finance  
 Title  
 11/08/2011  
 Date  
 louisw@mail.hamiltontn.gov  
 Email

Thomas P. Lauth  
 Preparer  
 Thomas P. Lauth, Partner  
 Title  
 McKenna Long & Aldridge LLP  
 Firm  
 11/08/2011  
 Date  
 tlauth@mckennalong.com  
 Email

SEND TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600, James K. Polk State Office Building, Nashville TN 37243-1402

# RECEIVED

NOV 10 2011

State Form No. CT-0253

STATE AND LOCAL FINANCE

Issuer's No. \_\_\_\_\_

(To be filled out by State)

## REPORT ON DEBT OBLIGATION (Pursuant to Tennessee Code Annotated 9-21-151)

### 1. Issuer:

Name Hamilton County, Tennessee  
Address 117 East 7th Street, 5th Floor  
Chattanooga, Tennessee 37402

### 2. Debt Obligation:

- a. Bond
- b. CON
- c. BAN
- d. GAN
- e. Lease/Lease Purchase
- f. Loan Agreement
- g. TRAN

5. Face Amount of Debt Obligation: \$20,535,000.00

### 6. Type of Sale:

- a. Competitive Public Sale
- b. Negotiated Sale
- c. Loan Program \_\_\_\_\_

### 3. Security For Debt Obligation:

- a. General Obligation
- b. General Obligation Revenue
- c. Revenue
- d. Annual Appropriations

### 7. Tax Status:

- a.  Tax Exempt      b.  Taxable

8. Dated Date: 11/08/2011

### 4. Purpose of Issue:

- |                                     |                             |              |   |
|-------------------------------------|-----------------------------|--------------|---|
| <input type="checkbox"/>            | a. General Government       | _____        | % |
| <input type="checkbox"/>            | b. Education                | _____        | % |
| <input type="checkbox"/>            | c. Highways and Streets     | _____        | % |
| <input type="checkbox"/>            | d. Public Safety            | _____        | % |
| <input type="checkbox"/>            | e. Solid Waste Disposal     | _____        | % |
| <input type="checkbox"/>            | f. Industrial Park          | _____        | % |
| <input type="checkbox"/>            | g. Manufacturing Facilities | _____        | % |
| <input type="checkbox"/>            | h. Health Facilities        | _____        | % |
| <input type="checkbox"/>            | i. Airports                 | _____        | % |
| <input type="checkbox"/>            | j. Utilities                |              |   |
| <input type="checkbox"/>            | i. Water                    | _____        | % |
| <input type="checkbox"/>            | ii. Sewer                   | _____        | % |
| <input type="checkbox"/>            | iii. Electric               | _____        | % |
| <input type="checkbox"/>            | iv. Gas                     | _____        | % |
| <input checked="" type="checkbox"/> | k. Refunding or Renewal     | <u>100.0</u> | % |
| <input type="checkbox"/>            | l. Other _____              | _____        | % |
- specify

9. Issue Date (Closing Date): 11/08/2011

### 10. Ratings:

- a. Moody's Aaa
- b. Standard & Poor's AAA
- c. Fitch AAA
- d. Unrated \_\_\_\_\_

### 11. Interest Cost:

2.5 %

- a. TIC
- b. NIC
- c. Variable
- d. Other

### 12. Recurring Costs:

- a. Remarketing Agent Fees \$0.00
- b. Liquidity Fees \$0.00
- c. Credit Enhancement Fees \$0.00

**13. Maturity Dates, Amounts and Interest Rates**

Year	Amount	Interest Rate
2013	\$2,085,000.00	3.0 %
2014	\$2,075,000.00	4.0 %
2015	\$2,080,000.00	5.0 %
2016	\$2,105,000.00	5.0 %
2017	\$2,140,000.00	5.0 %
2018	\$2,175,000.00	5.0 %
2019	\$2,210,000.00	5.0 %
2020	\$410,000.00	4.0 %
2021	\$425,000.00	3.0 %
2022	\$435,000.00	3.0 %
2023	\$450,000.00	3.0 %

If additional space is needed, attach additional sheet.

Year	Amount	Interest Rate
2024	\$460,000.00	3.0 %
2025	\$475,000.00	3.3 %
2026	\$490,000.00	3.4 %
2027	\$510,000.00	3.5 %
2028	\$530,000.00	3.5 %
2029	\$545,000.00	3.6 %
2030	\$565,000.00	3.8 %
2031	\$370,000.00	3.8 %
		%
		%
		%

No. of years \_\_\_\_\_  
(To be filled out by state.)

**14. Itemized Description of the Cost of Issuance**

(Round to Nearest Dollar)

		Name of Firm
a. Financial Advisor Fees*	\$21,326.59	Public Financial Management
b. Legal Fees:		
i. Bond Counsel	\$18,817.58	McKenna Long & Aldridge LLP
ii. Issuer's Counsel		
iii. Trustee's Counsel		
c. Paying Agent Fees and Registration Fees	\$75.27	The Bank of New York
d. Trustee Fees		
e. Remarketing Agent Fees		
f. Liquidity Fees		
g. Rating Agency Fees	\$24,839.21	Fitch, Moody's and S&P
h. Credit Enhancement Fees		
i. Underwriter's Discount _____%	\$87,666.17	J.P. Morgan Securities LLC
i. Take Down		
ii. Management Fee		
iii. Risk Premium		
iv. Underwriter's Counsel		
v. Other Expenses		
j. Printing and Advertising Fees	\$815.43	i-Deal Prospectus
k. Issuer Fees		
l. Real Estate Fees		
m. Other Costs	\$7,588.90	miscellaneous
n. Total Costs	\$161,129.15	

\*If other costs are included, please itemize

Note: Please enclose a copy of the DISCLOSURE DOCUMENT or OFFICIAL STATEMENT if applicable.

15 Louis S. Wright  
 Authorized Representative  
Louis S. Wright, Administrator of Finance  
 Title  
  
11/08/2011  
 Date  
louisw@mail.hamiltontn.gov  
 Email

Thomas P. Lauth  
 Preparer  
Thomas P. Lauth, Partner  
 Title  
McKenna Long & Aldridge LLP  
 Firm  
11/08/2011  
 Date  
tlauth@mckennalong.com  
 Email

Albany  
Atlanta  
Brussels  
Denver  
Los Angeles

McKenna Long  
& Aldridge<sup>LLP</sup>  
Attorneys at Law

303 Peachtree Street, NE • Suite 5300 • Atlanta, GA 30308  
Tel: 404.527.4000 • Fax: 404.527.4198  
www.mckennalong.com

New York  
Philadelphia  
San Diego  
San Francisco  
Washington, D.C.

THOMAS P. LAUTH  
(404) 527-4187

EMAIL ADDRESS  
tlauth@mckennalong.com

November 8, 2011

**Certified Mail - Return Receipt Requested**

Mary Margaret Collier, Director  
Office of State and Local Finance  
Comptroller of the Treasury, State of Tennessee  
James K. Polk State Office Building  
505 Deaderick Street, Suite 1600  
Nashville, Tennessee 37243-1402

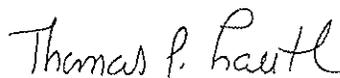
Re: \$61,310,000 Hamilton County, Tennessee General Obligation Bonds, Series 2011A and  
\$20,535,000 Hamilton County, Tennessee General Obligation Refunding Bonds, Series  
2011B

Dear Ms. Collier:

I have enclosed a completed Report on Debt Obligation (State Form No. CT-0253) for each of the above-described series of Bonds, together with a copy thereof and an Official Statement dated October 25, 2011 prepared in connection with the issuance of the above-described Bonds. The Bonds were issued on November 8, 2011. Please date stamp the copy of each Report on Debt Obligation and return them to me in the enclosed stamped, self-addressed envelope.

Please contact me if you have any questions. Thank you.

Very truly yours,



Thomas P. Lauth

Enclosures

cc: Louis S. Wright

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7010 1870 0002 0476 7086

Postage	\$	\$5.15
Certified Fee		\$2.85
Return Receipt Fee (Endorsement Required)		\$2.30
Restricted Delivery Fee (Endorsement Required)		\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>\$10.30</b>



Sent To  
 Mary Margaret Collier, Director  
 Street, Apt. No., or PO Box No. 505 Deaderick St., Ste. 1600  
 City, State, ZIP+4 Nashville, TN 37243-1402

PS Form 3811, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Cathy Palmer</i></p> <p>C. Date of Delivery <i>11/10/11</i></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No  <i>office of state and local finance                      Suite 1600 James K. Polk State Office Bldg                      505 Deaderick Street                      Nashville TN 37243-1402</i></p>
<p>1. Article Addressed to:</p> <p>Mary Margaret Collier, Director                      Office of State and Local Finance                      Comptroller of the Treasury,                      State of Tennessee                      James K. Polk State Office Bldg.                      505 Deaderick St., Suite 1600                      Nashville, TN 37243-1402</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number                      (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

7010 1870 0002 0476 7086

# COPY

STATE FORM NO. CT-0253

Issuer's No. \_\_\_\_\_

(To be completed by State)

## REPORT ON DEBT OBLIGATION (Pursuant to Tennessee Code Annotated 9-21-151)

**1. Issuer:**

Name Hamilton County, Tennessee  
Address 500 Nowell Tower  
117 East 7th Street  
Chattanooga, Tennessee 37402

2. Debt Obligation:
- |                                     |                         |
|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | a. Bond                 |
| <input type="checkbox"/>            | b. CON                  |
| <input type="checkbox"/>            | c. BAN                  |
| <input type="checkbox"/>            | d. GAN                  |
| <input type="checkbox"/>            | e. Lease/Lease Purchase |
| <input type="checkbox"/>            | f. Loan Agreement       |

5. Face Amount of Debt Obligation: \$ 31,500,000

6. Type of Sale:
- |                                     |                            |
|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | a. Competitive Public Sale |
| <input type="checkbox"/>            | b. Negotiated              |
| <input type="checkbox"/>            | c. Loan Program _____      |
- specify

3. Security for Debt Obligation:
- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | a. General Obligation                 |
| <input type="checkbox"/>            | b. General Obligation Revenue and Tax |
| <input type="checkbox"/>            | c. Revenue                            |
| <input type="checkbox"/>            | d. Annual Appropriations              |

7. Tax Status:  
a.  Tax Exempt    b. \_\_\_\_\_ Taxable

8. Dated Date: March 24, 20099. Issue Date (Closing Date): March 24, 2009

- | 4. Purpose of Issue:                                      | Percent of Issue: |
|---|-------------------|
| <input checked="" type="checkbox"/> a. General Government | <u>5.6%</u>       |
| <input checked="" type="checkbox"/> b. Education          | <u>92.0%</u>      |
| <input type="checkbox"/> c. Highways and Streets          | _____             |
| <input type="checkbox"/> d. Public Safety                 | _____             |
| <input type="checkbox"/> e. Solid Waste Disposal          | _____             |
| <input checked="" type="checkbox"/> f. Industrial Park    | <u>2.4%</u>       |
| <input type="checkbox"/> g. Manufacturing Facilities      | _____             |
| <input type="checkbox"/> h. Health Facilities             | _____             |
| <input type="checkbox"/> i. Airports                      | _____             |
| <input type="checkbox"/> j. Utilities                     | _____             |
| <input type="checkbox"/> i. Water                         | _____             |
| <input type="checkbox"/> ii. Sewer                        | _____             |
| <input type="checkbox"/> iii. Electric                    | _____             |
| <input type="checkbox"/> iv. Gas                          | _____             |
| <input type="checkbox"/> k. Refunding or Renewal          | _____             |
| <input type="checkbox"/> l. Other _____                   | _____             |
- specify

10. Rating:
- |                          |                            |
|--------------------------|----------------------------|
| <input type="checkbox"/> | a. Moody's <u>Aa1</u>      |
| <input type="checkbox"/> | b. Standard & Poor's _____ |
| <input type="checkbox"/> | c. Unrated _____           |
| <input type="checkbox"/> | d. Fitch <u>AA+</u>        |

11. Interest Cost: 3.582861 %
- |                                     |                             |
|-------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | a. TIC (True Interest Cost) |
| <input type="checkbox"/>            | b. NIC (Net Interest Cost)  |
| <input type="checkbox"/>            | c. Variable Rate            |
| <input type="checkbox"/>            | d. Other                    |

12. Recurring Costs:
- |                            |    |          |
|----------------------------|----|----------|
| a. Remarketing Agent Fees  | \$ | <u>0</u> |
| b. Liquidity Fees          | \$ | <u>0</u> |
| c. Credit Enhancement Fees | \$ | <u>0</u> |

**RECEIVED**

SEE REVERSE SIDE

MAR 27 2009

LOCAL FINANCE

13. Maturity Dates, Amounts and Interest Rates

Year	Principal Amount	Interest Rate
2010	\$1,975,000	3.00
2011	2,110,000	3.00
2012	2,110,000	3.00
2013	2,110,000	3.00
2014	2,110,000	3.00
2015	2,110,000	3.50
2016	2,110,000	4.00
2017	2,110,000	4.00
2018	2,110,000	3.50
2019	2,110,000	4.00
2020	2,110,000	4.00

Year	Principal Amount	Interest Rate
2021	\$2,110,000	4.000
2022	2,105,000	4.000
2023	2,105,000	4.125
2024	2,150,000	4.375

If additional space is needed, attach additional sheet.

No. of Years \_\_\_\_\_  
(To be completed by State)

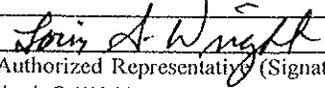
14. Itemized Description of the Cost of Issuance

(ROUND TO THE NEAREST DOLLAR)

Name of Firm

a. Financial Advisor Fees	\$ 47,000	Public Financial Management, Inc.
b. Legal Fees:		
i. Bond Counsel	\$ 42,665	McKenna Long & Aldridge LLP
ii. Issuer's Counsel	\$	
iii. Trustee's Counsel	\$	
_____	\$	
_____	\$	
_____	\$	
c. Paying Agent Fees and Registration Fees	\$ 500	The Bank of New York Mellon Trust Company, N.A.
d. Trustee Fees	\$	
e. Remarketing Agent Fees	\$	
f. Liquidity Fees	\$	
g. Rating Agency Fees	\$ 25,150	Moody's & Fitch
h. Credit Enhancement Fees	\$	
i. Underwriter's Discount(%)	\$	
i. Take Down	\$	
ii. Management Fee	\$	
iii. Risk Premium	\$	
iv. Underwriter's Counsel	\$	
v. Other Expenses	\$	
j. Printing and Advertising Fees	\$ 1,100	Munideals
k. Issuer Fees	\$	
l. Real Estate Fees	\$	
m. Other Costs	\$ 11,447	PARITY fee / miscellaneous expenses
n. Total Costs	\$ 127,862	

Note: Please enclose a copy of the DISCLOSURE DOCUMENT or OFFICIAL STATEMENT if one was developed.

15. 	Thomas P. Lauth
Authorized Representative (Signature)	Preparer (Please Type or Print Legibly)
Louis S. Wright	Partner
Authorized Representative (Please Type or Print Legibly)	Title
Administrator of Finance	McKenna Long & Aldridge LLP
Title	Firm
3/24/2009	3/24/2009
Date	Date

SEND TO: Comptroller of the Treasury, Division of Local Finance, Suite 1700, 505 Deaderick Street,  
James K. Polk State Office Building, Nashville, Tennessee 37243-0274

# COPY

STATE FORM NO. CF-0253

Issuer's No. \_\_\_\_\_  
(To be completed by State)

## REPORT ON DEBT OBLIGATION (Pursuant to Tennessee Code Annotated 9-21-151)

1. Issuer: Name <u>Hamilton County, Tennessee</u> Address <u>500 Newell Tower</u> <u>117 East 7th Street</u> <u>Chattanooga, Tennessee 37402</u>																																					
2. Debt Obligation: <input type="checkbox"/> a. Bond <input type="checkbox"/> b. CON <input checked="" type="checkbox"/> c. BAN <input type="checkbox"/> d. GAN <input type="checkbox"/> e. Lease/Lease Purchase <input type="checkbox"/> f. Loan Agreement	5. Face Amount of Debt Obligation: \$ <u>23,500,000</u>																																				
3. Security for Debt Obligation: <input checked="" type="checkbox"/> a. General Obligation <input type="checkbox"/> b. General Obligation Revenue and Tax <input type="checkbox"/> c. Revenue <input type="checkbox"/> d. Annual Appropriations	6. Type of Sale: <input checked="" type="checkbox"/> a. Competitive Public Sale <input type="checkbox"/> b. Negotiated <input type="checkbox"/> c. Loan Program _____ specify																																				
4. Purpose of Issue:	7. Tax Status: a. _____ Tax Exempt b. <input checked="" type="checkbox"/> Taxable																																				
<table border="0"><thead><tr><th></th><th>Percent of Issue:</th></tr></thead><tbody><tr><td><input checked="" type="checkbox"/> a. General Government</td><td><u>35</u></td></tr><tr><td><input type="checkbox"/> b. Education</td><td>_____</td></tr><tr><td><input checked="" type="checkbox"/> c. Highways and Streets</td><td><u>20</u></td></tr><tr><td><input type="checkbox"/> d. Public Safety</td><td>_____</td></tr><tr><td><input type="checkbox"/> e. Solid Waste Disposal</td><td>_____</td></tr><tr><td><input type="checkbox"/> f. Industrial Park</td><td>_____</td></tr><tr><td><input type="checkbox"/> g. Manufacturing Facilities</td><td>_____</td></tr><tr><td><input type="checkbox"/> h. Health Facilities</td><td>_____</td></tr><tr><td><input type="checkbox"/> i. Airports</td><td>_____</td></tr><tr><td>j. Utilities</td><td>_____</td></tr><tr><td><input checked="" type="checkbox"/> i. Water</td><td><u>10</u></td></tr><tr><td><input checked="" type="checkbox"/> ii. Sewer</td><td><u>10</u></td></tr><tr><td><input checked="" type="checkbox"/> iii. Electric</td><td><u>25</u></td></tr><tr><td><input type="checkbox"/> iv. Gas</td><td>_____</td></tr><tr><td><input type="checkbox"/> k. Refunding or Renewal</td><td>_____</td></tr><tr><td><input type="checkbox"/> l. Other _____</td><td>_____</td></tr><tr><td></td><td>specify</td></tr></tbody></table>		Percent of Issue:	<input checked="" type="checkbox"/> a. General Government	<u>35</u>	<input type="checkbox"/> b. Education	_____	<input checked="" type="checkbox"/> c. Highways and Streets	<u>20</u>	<input type="checkbox"/> d. Public Safety	_____	<input type="checkbox"/> e. Solid Waste Disposal	_____	<input type="checkbox"/> f. Industrial Park	_____	<input type="checkbox"/> g. Manufacturing Facilities	_____	<input type="checkbox"/> h. Health Facilities	_____	<input type="checkbox"/> i. Airports	_____	j. Utilities	_____	<input checked="" type="checkbox"/> i. Water	<u>10</u>	<input checked="" type="checkbox"/> ii. Sewer	<u>10</u>	<input checked="" type="checkbox"/> iii. Electric	<u>25</u>	<input type="checkbox"/> iv. Gas	_____	<input type="checkbox"/> k. Refunding or Renewal	_____	<input type="checkbox"/> l. Other _____	_____		specify	8. Dated Date: <u>March 24, 2009</u>
	Percent of Issue:																																				
<input checked="" type="checkbox"/> a. General Government	<u>35</u>																																				
<input type="checkbox"/> b. Education	_____																																				
<input checked="" type="checkbox"/> c. Highways and Streets	<u>20</u>																																				
<input type="checkbox"/> d. Public Safety	_____																																				
<input type="checkbox"/> e. Solid Waste Disposal	_____																																				
<input type="checkbox"/> f. Industrial Park	_____																																				
<input type="checkbox"/> g. Manufacturing Facilities	_____																																				
<input type="checkbox"/> h. Health Facilities	_____																																				
<input type="checkbox"/> i. Airports	_____																																				
j. Utilities	_____																																				
<input checked="" type="checkbox"/> i. Water	<u>10</u>																																				
<input checked="" type="checkbox"/> ii. Sewer	<u>10</u>																																				
<input checked="" type="checkbox"/> iii. Electric	<u>25</u>																																				
<input type="checkbox"/> iv. Gas	_____																																				
<input type="checkbox"/> k. Refunding or Renewal	_____																																				
<input type="checkbox"/> l. Other _____	_____																																				
	specify																																				
	9. Issue Date (Closing Date): <u>March 24, 2009</u>																																				
	10. Rating: a. Moody's <u>MIG 1</u> b. Standard & Poor's _____ c. Unrated d. Fitch <u>F1+</u>																																				
	11. Interest Cost: <u>2.022285</u> % <input checked="" type="checkbox"/> a. TIC (True Interest Cost) <input type="checkbox"/> b. NIC (Net Interest Cost) <input type="checkbox"/> c. Variable Rate <input type="checkbox"/> d. Other																																				
	12. Recurring Costs: a. Remarketing Agent Fees \$ <u>0</u> b. Liquidity Fees \$ <u>0</u> c. Credit Enhancement Fees \$ <u>0</u>																																				

SEE REVERSE SIDE

RECEIVED

MAR 27 2009

LOCAL FINANCE





without, except for final payment, the presentation or surrender of this Bond, and all payments will discharge the obligations of the County to the extent of the payments so made. Payment of principal will be made on presentation and surrender of this Bond to the Registrar and Paying Agent when it is due. For the prompt payment of this obligation, both principal and interest, the full faith, credit and other resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of bonds aggregating \$\_\_\_\_\_ [not to exceed \$75,000,000 issued under the authority of and in full compliance with the Constitution and statutes of Tennessee, including Section 9-21-201 *et seq.*, and a resolution duly adopted by the Legislative Body of the County on March 18, 2015 (the "Resolution"), which authorizes said Bonds. The Bonds are issued for the purpose of providing funds to be applied to (1) the payment of costs of financing and refinancing of the design, acquisition, construction, renovation, equipping and furnishing of various capital projects, including infrastructure improvements at an industrial park, (2) the payment of the principal of all of the County's outstanding General Obligation Bond Anticipation Notes issued by the County pursuant to a resolution duly adopted by the Legislative Bond of the County on September 4, 2013, and (3) the payment of the costs of issuing the Bonds.

[Bonds maturing on or before May 1, 20\_\_ are not subject to redemption before their stated maturities. Bonds maturing on or after May 1, 20\_\_ are subject to redemption at the option of the County on and after May 1, 20\_\_, in whole or in part on any date at the principal amount thereof, together with accrued interest thereon to the redemption date.]

[The Bonds maturing on May 1, 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date on May 1 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

At the option of the County to be exercised by delivery of a written certificate to the Registrar (defined below) not less than 45 days next preceding any mandatory sinking fund redemption date, the County may (1) deliver to the Registrar for cancellation Term Bonds (which are subject to mandatory sinking fund redemption on such mandatory sinking fund redemption date) or portions thereof in denominations of \$5,000 or any integral multiple thereof or (2) specify a principal amount of such Term Bonds (which are subject to mandatory sinking fund redemption on such mandatory sinking fund redemption date) or portions thereof in denominations of \$5,000 or any integral multiple thereof which prior to said date have been redeemed and cancelled by the Registrar and not theretofore applied as a credit against any mandatory sinking fund redemption obligation with respect to such Term Bonds. Each Term Bond or portion thereof so delivered or previously redeemed will be credited by the Registrar at 100% of the principal amount thereof against the obligation of the County on such mandatory sinking fund redemption date.]

If the Bonds or any portion thereof are called for redemption, notice of redemption, describing the Bonds to be redeemed, specifying the redemption date and the premium, if any, payable on such redemption, will be given by registered or certified mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar, not less than 30 days nor more than 60 days prior to the redemption date. If the notice of redemption is mailed as aforesaid and if on or before the date fixed for redemption, payment thereof is duly made or provided for, interest on the Bonds to be redeemed will cease to accrue from and after the redemption date specified in such notice. If less than all of the Bonds are called for redemption, the particular maturity of the Bonds to be redeemed will be

selected by the County and the Bonds within a maturity to be redeemed will be selected by the Paying Agent by lot, in such manner as it may determine.

This Bond is issued in fully registered form and is non-negotiable. It may be exchanged for a like aggregate principal amount of Bonds of authorized denominations, as set forth in the Resolution. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the designated corporate trust office of the Registrar, upon surrender and cancellation of this Bond. Upon such transfer, new Bonds of an authorized denomination for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and by the laws of the State of Tennessee to exist, or to be done precedent to and in the issuance of this obligation, do exist, and have been properly done, have happened and been performed in regular and due form and time as required by law; and that provision has been made to pay the principal hereof and interest hereon as same falls due.

*IN WITNESS WHEREOF*, the County of Hamilton, Tennessee through its Legislative Body, has caused this Bond to be signed by its County Mayor and attested by its County Clerk in facsimile form under the facsimile seal of his office.

HAMILTON COUNTY, TENNESSEE

---

County Mayor

[SEAL]

ATTESTED:

---

County Clerk

Date of Authentication:

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in and issued under the Resolution referred to herein.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Registrar

By: \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assign and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

NOTICE: Signature must be guaranteed by a member firm of a Medallion Program acceptable to the Registrar.

---

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever.



without, except for final payment, the presentation or surrender of this Bond, and all payments will discharge the obligations of the County to the extent of the payments so made. Payment of principal will be made on presentation and surrender of this Bond to the Registrar and Paying Agent when it is due. For the prompt payment of this obligation, both principal and interest, the full faith, credit and other resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of bonds aggregating \$\_\_\_\_\_ [not to exceed \$57,000,000 issued under the authority of and in full compliance with the Constitution and statutes of Tennessee, including Section 9-21-901 *et seq.*, and a resolution duly adopted by the Legislative Body of the County on March 18, 2015 (the "Resolution"), which authorizes said Bonds. The Bonds are issued for the purpose of providing funds to be applied to the refunding of certain outstanding general obligation bonds of the County and the costs of issuing the Bonds.

[Bonds maturing on or before March 1, 20\_\_ are not subject to redemption before their stated maturities. Bonds maturing on or after March 1, 20\_\_ are subject to redemption at the option of the County on and after March 1, 20\_\_, in whole or in part on any date at the principal amount thereof, together with accrued interest thereon to the redemption date.]

[The Bonds maturing on March 1, 20\_\_ (the "Term Bonds") are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date on March 1 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

At the option of the County to be exercised by delivery of a written certificate to the Registrar (defined below) not less than 45 days next preceding any mandatory sinking fund redemption date, the County may (1) deliver to the Registrar for cancellation Term Bonds (which are subject to mandatory sinking fund redemption on such mandatory sinking fund redemption date) or portions thereof in denominations of \$5,000 or any integral multiple thereof or (2) specify a principal amount of such Term Bonds (which are subject to mandatory sinking fund redemption on such mandatory sinking fund redemption date) or portions thereof in denominations of \$5,000 or any integral multiple thereof which prior to said date have been redeemed and cancelled by the Registrar and not theretofore applied as a credit against any mandatory sinking fund redemption obligation with respect to such Term Bonds. Each Term Bond or portion thereof so delivered or previously redeemed will be credited by the Registrar at 100% of the principal amount thereof against the obligation of the County on such mandatory sinking fund redemption date.]

If the Bonds or any portion thereof are called for redemption, notice of redemption, describing the Bonds to be redeemed, specifying the redemption date and the premium, if any, payable on such redemption, will be given by registered or certified mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar, not less than 30 days nor more than 60 days prior to the redemption date. If the notice of redemption is mailed as aforesaid and if on or before the date fixed for redemption, payment thereof is duly made or provided for, interest on the Bonds to be redeemed will cease to accrue from and after the redemption date specified in such notice. If less than all of the Bonds are called for redemption, the particular maturity of the Bonds to be redeemed will be selected by the County and the Bonds within a maturity to be redeemed will be selected by the Paying Agent by lot, in such manner as it may determine.

This Bond is issued in fully registered form and is non-negotiable. It may be exchanged for a like aggregate principal amount of Bonds of authorized denominations, as set forth in the Resolution. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the designated corporate trust office of the Registrar, upon surrender and cancellation of this Bond. Upon such transfer, new Bonds of an authorized denomination for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and by the laws of the State of Tennessee to exist, or to be done precedent to and in the issuance of this obligation, do exist, and have been properly done, have happened and been performed in regular and due form and time as required by law; and that provision has been made to pay the principal hereof and interest hereon as same falls due.

*IN WITNESS WHEREOF*, the County of Hamilton, Tennessee through its Legislative Body, has caused this Bond to be signed by its County Mayor and attested by its County Clerk in facsimile form under the facsimile seal of his office.

HAMILTON COUNTY, TENNESSEE

---

County Mayor

[SEAL]

ATTESTED:

---

County Clerk

Date of Authentication:

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Bonds described in and issued under the Resolution referred to herein.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Registrar

By: \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assign and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to transfer the within bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

NOTICE: Signature must be guaranteed by a member  
firm of a Medallion Program acceptable to the Registrar.

---

NOTICE: The signature to this assignment must  
correspond with the name as it appears on the face of the  
within bond in every particular, without alteration or  
enlargement or any change whatever.

03/05/15 Draft

**ESCROW AGREEMENT**

By and Between

**HAMILTON COUNTY, TENNESSEE**

**AND**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

as Escrow Agent

Dated as of April 1, 2015

Relating to

**HAMILTON COUNTY, TENNESSEE  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2015B**

*THIS ESCROW AGREEMENT* (this “Agreement”), dated as of April 1, 2015, by and between HAMILTON COUNTY, TENNESSEE (the “County”), a legislative body of the State of Tennessee (the “State”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under and pursuant to the laws of the United States, as escrow agent (the “Escrow Agent”).

WITNESSETH THAT:

*WHEREAS*, pursuant to resolutions adopted by the Board of Commissioners of the County on June 21, 2006 and February 18, 2009 and a Certificate of County Mayor executed on March 10, 2009 (collectively, the “Series 2009 Resolution”), the County has heretofore issued its General Obligation Bonds, Series 2009 (the “Series 2009 Bonds”) in the original aggregate principal amount of \$31,500,000, of which \$18,975,000 in the aggregate principal amount is currently outstanding; and

*WHEREAS*, pursuant to resolutions adopted by the Board of Commissioners of the County on June 21, 2006, September 15, 2011 and October 19, 2011 and a Certificate of County Mayor executed on October 25, 2011 (collectively, the “Series 2011 Resolution”), the County has heretofore issued its General Obligation Bonds, Series 2011A (the “Series 2011A Bonds”) in the original aggregate principal amount of \$61,310,000, of which \$55,350,000 in the aggregate principal amount is currently outstanding; and

*WHEREAS*, the Series 2009 Bonds maturing on and after March 1, 2018 are subject to redemption prior to their maturities, at the option of the County, on and after March 1, 2017 in whole or in part at any time at a price equal to the principal amount of each Series 2009 Bond so redeemed, plus accrued interest thereon to the redemption date; and

*WHEREAS*, the Series 2011A Bonds maturing on and after January 1, 2021 are subject to redemption prior to their maturities, at the option of the County, on and after January 1, 2020 in whole or in part at any time at a price equal to the principal amount of each Series 2011A Bond so redeemed, plus accrued interest thereon to the redemption date; and

*WHEREAS*, in order to achieve debt service savings, the County wishes to provide funds necessary to advance refund **[all / the portion]** of the Series 2009 Bonds maturing on and after March 1, 2018 in the outstanding principal amount of \$**[REDACTED]** (the “2009 Refunded Bonds”) on March 1, 2017; and

*WHEREAS*, in order to achieve debt service savings, the County wishes to provide funds necessary to advance refund **[all / the portion]** of the Series 2011A Bonds maturing on and after January 1, 2021 in the outstanding principal amount of \$**[REDACTED]** (the “2011A Refunded Bonds”) and together with the 2009 Refunded Bonds, the “Refunded Bonds”) on January 1, 2020; and

*WHEREAS*, pursuant to a resolution adopted by the Board of Commissioners of the County on March 18, 2015 and the Certificate of County Mayor dated April **[REDACTED]**, 2015 (collectively, the “Resolution”), the County has authorized the issuance and sale of the County’s General Obligation Refunding Bonds, Series 2015B (the “Series 2015B Bonds”) to provide funds to pay the cost of (i) refunding the Refunded Bonds and (ii) issuing the Series 2015B Bonds; and

*WHEREAS*, the Resolution provides that a portion of the proceeds of the sale of the Series 2015B Bonds will be deposited in an Escrow Fund (as hereinafter defined) established under this Agreement and applied to purchase Government Obligations (as hereinafter defined), the proceeds of which will be applied to refund and pay the Refunded Bonds; and

WHEREAS, this Agreement sets forth the understandings and agreements of the County and the Escrow Agent with respect to the Refunded Bonds and the Escrow Fund;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth in this Agreement, and intending to be legally bound, the County and the Escrow Agent covenant and agree as follows:

## ARTICLE I

### DEFINITIONS; INCORPORATION OF RECITALS

Section 1.01 *Definitions*. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement will have the following meanings, unless the context clearly indicates otherwise.

“*Agreement*” means this Escrow Agreement, dated as of April 1, 2015, by and between the County and the Escrow Agent.

“*County*” means Hamilton County, Tennessee.

“*Escrow Agent*” means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States and having a corporate trust office in Dallas, Texas, which is authorized under such laws to exercise corporate trust powers.

“*Escrow Fund*” means the Escrow Fund created in Section 2.01 hereof which will be applied to the payment of the Refunded Bonds as provided herein.

“*Government Obligations*” means direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America, which obligations are noncallable.

“*Redemption Date*” means (1) March 1, 2017 with respect to the 2009 Refunded Bonds and (2) January 1, 2020 with respect to the 2011A Refunded Bonds.

“*Refunded Bonds*” means, collectively, the 2009 Refunded Bonds and the 2011A Refunded Bonds.

“*Resolution*” means, collectively, the resolution of the Board of Commissioners of the County adopted on March 18, 2015 and the Certificate of County Mayor dated April [redacted], 2015, authorizing the terms and conditions and the issuance, sale and delivery of the Series 2015B Bonds.

“*Series 2009 Bonds*” means the General Obligation Bonds, Series 2009 issued by the County in the original aggregate principal amount of \$31,500,000.

“*Series 2009 Resolution*” means, collectively, the resolutions adopted by the Board of Commissioners of the County on June 21, 2006 and February 18, 2009 and the Certificate of County Mayor executed on March 10, 2009, authorizing the terms and conditions and the issuance, sale and delivery of the Series 2009 Bonds.

“*Series 2011A Bonds*” means the General Obligation Bonds, Series 2011A issued by the County in the original aggregate principal amount of \$61,310,000.

“*Series 2011A Resolution*” means, collectively, the resolutions adopted by the Board of Commissioners of the County on June 21, 2006, September 15, 2011 and October 19, 2011 and the Certificate of County Mayor executed on October 25, 2011, authorizing the terms and conditions and the issuance, sale and delivery of the Series 2011A Bonds.

“*Series 2015B Bonds*” means the General Obligation Refunding Bonds, Series 2015B issued by the County in an aggregate principal amount of \$[REDACTED] to accomplish, among other things, the refunding of the Refunded Bonds.

“*State*” means the State of Tennessee.

“*2009 Refunded Bonds*” means the Series 2009 Bonds maturing on and after [March 1, 2018] in the aggregate principal amount of \$[REDACTED].

“*2011A Refunded Bonds*” means the Series 2011A Bonds maturing on and after [January 1, 2021] in the aggregate principal amount of \$[REDACTED].

Words of the masculine gender are to be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number include the plural number and vice versa unless the context otherwise indicates. The word “person” includes corporations, associations, natural persons and public bodies unless the context otherwise indicates. Reference to a person other than a natural person includes its successors.

Section 1.02 *Incorporation of Recitals*. The recital clauses and the definitions set forth hereinabove are specifically incorporated into the text of this Agreement and are to be interpreted as a material part hereof.

## ARTICLE II

### CREATION OF TRUST FUND

Section 2.01 *Escrow Fund*. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the Escrow Fund to be held in the custody of the Escrow Agent separate and apart from other funds and accounts of the County or the Escrow Agent.

Section 2.02 *Initial Deposit; Securities Purchase*. Concurrently with the execution of this Agreement, the County will deposit or cause to be deposited with the Escrow Agent for deposit in the Escrow Fund, and the Escrow Agent hereby acknowledges receipt of, \$[REDACTED] from the proceeds of the Series 2015B Bonds. Concurrently with the receipt of such proceeds, the Escrow Agent will apply \$[REDACTED] of the proceeds from the Escrow Fund to the purchase of those Government Obligations specifically described in Schedule II attached hereto (“Schedule II”) and \$[REDACTED] will be held as uninvested cash. The Government Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys, together with uninvested cash, will be available to pay the principal of and interest on the Refunded Bonds when due and payable whether at maturity or on the Redemption Date. On the basis of the verification report of Robert Thomas CPA, LLC delivered to the County on the date of issuance and delivery of the Series 2015B Bonds, the County hereby finds and determines that the investments described in Schedule II are advantageous in yield and maturity date to provide sufficient moneys, together with uninvested cash, to refund and pay the Refunded Bonds and to comply with United States Department of the Treasury regulations adopted or applicable pursuant to the Internal Revenue Code of 1986, as amended.

Section 2.03 *Irrevocable Deposit; Control.* The deposit of the cash in the Escrow Fund shall constitute an irrevocable deposit of such cash exclusively for the benefit of the Refunded Bonds, and such proceeds and Government Obligations, together with any income or interest earned thereon, shall be held in trust and shall be applied solely to the payment of the principal of and interest on the Refunded Bonds as the same become due through and including the Redemption Date as set forth in Schedule I attached hereto (“Schedule I”). Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, including, without limitation, Sections 2.04, 2.05 and 3.02 hereof, the County covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and that the County shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

This Agreement constitutes an irrevocable instruction by the County to the Escrow Agent, in its capacity as Paying Agent under the Series 2009 Resolution and the Series 2011A Resolution, to pay the principal of and interest due on the Refunded Bonds in the amounts set forth on Schedule I when due through the Redemption Date and to call the Refunded Bonds for optional redemption on the Redemption Date.

Section 2.04 *Reinvestment; SLGS.* (a) The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Government Obligations which are attributable to amounts received as principal of or interest on the Government Obligations and not immediately needed to pay principal of and interest on the Refunded Bonds (including certain fees and expenses related thereto). Such amounts shall be continuously invested in Government Obligations maturing on a date not later than the date on which the amounts invested are needed to pay the Refunded Bonds as shown in the verification report of an independent certified public accounting firm in accordance with written instructions to the Escrow Agent from the County. Such instructions shall be accompanied by an opinion of nationally recognized bond counsel to the effect that investments made in accordance with such instructions will not cause interest on the Refunded Bonds or the Series 2015B Bonds to become includable in gross income for federal income tax purposes.

(b) If the Escrow Agent is instructed to purchase United States Treasury Obligations - State and Local Government Series (“SLGS”), such instructions will be given in accordance with regulations of the United States Bureau of Public Debt then in effect.

Section 2.05 *Substitute Securities.* The County may at any time substitute cash or other Government Obligations for the Government Obligations listed in Schedule II provided that such cash or Government Obligations:

(i) are, in the opinion of, and as certified by, independent certified public accountants, in an amount or mature in an amount (including any interest received thereon), which together with any cash or Government Obligations substituted for the Government Obligations listed in Schedule II is equal to or greater than the amount payable on the maturity date of the Government Obligations listed in Schedule II for which the substitution occurred, and

(ii) mature on or before the next date on which the Government Obligations listed in Schedule II for which substitution is to occur will be required for payment of principal of or interest on the Refunded Bonds (including certain fees and expenses related thereto),

and provided that, in the opinion of nationally recognized bond counsel, acceptable to the County and the Escrow Agent, on such substitution, the Refunded Bonds are deemed defeased and that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds or the Series 2015B Bonds.

### ARTICLE III

#### DUTIES OF THE ESCROW AGENT; FEES AND COSTS

Section 3.01 *Payments on Refunded Bonds.* The Escrow Agent, without further authorization and direction from the County, will pay from moneys available in the Escrow Fund to the persons entitled thereto on the dates and in the amounts set forth in Schedule I hereto, moneys sufficient to pay the principal of and interest (including certain fees and expenses) falling due on the Refunded Bonds as set forth in Schedule I hereto. Such payments shall be made from the principal of and interest on the Governmental Obligations or other moneys in the Escrow Fund and shall be made to the persons entitled thereto.

Section 3.02 *Fund Established.* The Escrow Agent hereby accepts the money caused to be deposited in the Escrow Fund by the County. The Escrow Agent shall purchase or cause to be purchased those Government Obligations listed in Schedule II solely from the moneys deposited by the County in the Escrow Fund. The Escrow Agent shall apply the moneys deposited in such account and the Government Obligations, together with any income or interest earned thereon, in accordance with this Agreement. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations acquired hereunder except as provided in Sections 2.04 and 2.05 hereof or as otherwise provided herein. The Escrow Agent may, on the written request of the County, sell or redeem all or a portion of the Government Obligations held for the credit of the Escrow Fund and reinvest the required proceeds of such sale or redemption, in Government Obligations designated in such request of the County, but only on receipt by the Escrow Agent of:

(a) a certificate of an independent certified public accountant stating that after giving effect to such request the Government Obligations held for the credit of such account are of such maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, be sufficient together with all cash and other immediately available invested funds held for the credit of such account to pay the principal of and interest on (including certain fees and expenses) the Refunded Bonds when due and as set forth in Schedule I hereto; and

(b) an opinion of counsel acceptable to the County and the Escrow Agent, which shall be nationally recognized bond or tax counsel, stating that the Refunded Bonds are deemed defeased and that the compliance with such request of the County will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Refunded Bonds.

The liability of the Escrow Agent for the payment of the principal of and interest on the Refunded Bonds (including certain fees and expenses related thereto) pursuant to this Section shall be limited to the cash available for such purposes in the Escrow Fund, and the Escrow Agent will not be required to expend its own funds for the purpose of performing its duties hereunder. The County and the Escrow Agent hereby covenant that no part of the moneys or funds at any time in the Escrow Fund shall be used directly or indirectly to acquire any obligations which would cause any Refunded Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

Section 3.03 *Escrow Agent's Fees, Costs and Expenses.* The Escrow Agent's fees, costs and expenses for and in carrying out the provisions of this Agreement have been fixed, which fees, costs and expenses are to be paid by the County as they are due from funds of the County and not from any funds in the Escrow Fund; provided however, if the Escrow Agent is required by governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's negligence or willful misconduct), the Escrow Agent will promptly notify the County of the same in writing, and the County will pay the Escrow Agent for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

Section 3.04 *Notice of Optional Redemption.* Not less than 30 days nor more than 60 days prior to each Redemption Date, the Escrow Agent hereby agrees to deliver a notice of redemption in substantially the form set forth in Exhibit A-1 and Exhibit A-2, respectively, attached hereto and in the manner as described in the Refunded Bonds to the owners of the Refunded Bonds then outstanding that the Refunded Bonds will be optionally redeemed on the Redemption Date.

Section 3.05 *Concerning the Escrow Agent.* It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations will be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and will not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. The Escrow Agent may act through its agents and attorneys appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of independent counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent will not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event will the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent will use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

## ARTICLE IV

### GENERAL PROVISIONS

Section 4.01 *Escrow Fund Irrevocable.* The Escrow Fund hereby created shall be irrevocable, and the registered owners of the Refunded Bonds are hereby granted an express lien on the Escrow Fund until applied in accordance with this Agreement.

The Escrow Agent shall hold the Escrow Fund as a separate trust account wholly segregated from all other funds and accounts held in any capacity and shall make disbursements from such accounts only in accordance with the provisions of this Agreement. The principal of and interest on the Government

Obligations shall not be reinvested except as provided in Sections 2.04 and 3.02 hereof, and the Escrow Agent shall not sell or dispose of such securities except as provided in Sections 2.05 and 3.02 hereof.

Under no circumstances shall the Escrow Agent have a lien on the Escrow Fund for its charges, fees and expenses and under no circumstances shall the Escrow Agent make any claim against the Escrow Fund for such charges, fees and expenses.

Section 4.02 *Reports*. The Escrow Agent shall deliver to the County not later than the fifteen day of each month beginning on May 15, 2015, a report of each transaction relating to the Escrow Fund for the prior month.

Section 4.03 *Verification*. The accuracy of the mathematical computations of the adequacy of the Government Obligations in the Escrow Fund to pay the principal of and interest due and to become due on the Refunded Bonds (including certain fees and expenses related thereto) through the Redemption Date will be verified by Robert Thomas CPA, LLC. A copy of such verification has been delivered to the parties hereto. The Escrow Agent may conclusively rely upon such verification and shall not be held liable with respect to any error in such mathematical computations.

Section 4.04 *Deficiency*. If there is any deficiency in the Escrow Fund, the County will remedy such deficiency promptly by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent is not liable for any such deficiency, except as may be caused by its negligence or willful misconduct.

Section 4.05 *Termination*. This Agreement will terminate when all payments of the principal of and interest on the Refunded Bonds (including certain fees and expenses related thereto) required to be made to the owners of the Refunded Bonds under the provisions of the Series 2009 Resolution and the Series 2011A Resolution, respectively, have been made. If after the termination of this Agreement, there are any funds remaining in the Escrow Fund, the Escrow Agent shall promptly transmit the amount of such funds to the County. Such moneys may be used by the County for any lawful purpose, subject to the limitations in the Resolution.

Section 4.06 *Indemnification*. To the extent permitted by applicable law, the County hereby agrees to indemnify the Escrow Agent and save it harmless from and against any and all actions or suits and from and against any and all losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) arising out of this Agreement, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the willful misconduct or negligence of the Escrow Agent, and such indemnification shall survive the termination of this Agreement

Section 4.07 *Resignation of Escrow Agent*. The Escrow Agent may resign at any time by giving written notice thereof to the County; provided that such resignation will not take effect until the appointment of a successor Escrow Agent and the acceptance thereof by such successor Escrow Agent. If an instrument of acceptance by a successor Escrow Agent has not been delivered to the Escrow Agent within sixty (60) days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

Section 4.08 *Severability*. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 4.09 *Law*. This Agreement shall be governed exclusively by the laws of the State of Tennessee.

Section 4.10 *Counterparts*. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

Section 4.11 *Notices*. Any notice or other communication to be given under this Agreement shall be in writing and may be given by certified mail (postage prepaid, return receipt requested), telegraph or personal delivery:

- (a) to the County at the following address:

Hamilton County, Tennessee  
117 East 7<sup>th</sup> Street, 5<sup>th</sup> Floor, Newell Tower  
Chattanooga, Tennessee 37402  
Attention: Administrator of Finance

- (b) to the Escrow Agent at the following address:

The Bank of New York Mellon Trust Company, N.A.  
2001 Bryan Street, 11<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention: Corporate Trust Department

Section 4.12 *Electronic Communications*. The Escrow Agent agrees to accept and act upon instructions or directions from the County pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, the County shall provide to the Escrow Agent an incumbency certificate listing the names of the individuals who are designated and authorized to sign on behalf of the County. If the County otherwise elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion reasonably exercised elects to act upon such instructions, such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

*IN WITNESS WHEREOF*, the Escrow Agent and the County have caused this Agreement to be executed and attested by their duly authorized officers, as of the date first above written.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Escrow Agent

By: \_\_\_\_\_  
Laura R. Takeshita  
Vice President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO THE ESCROW AGREEMENT]

HAMILTON COUNTY, TENNESSEE

[SEAL]

By: \_\_\_\_\_  
Jim M. Coppinger  
County Mayor

ATTEST:

By: \_\_\_\_\_  
W.F. Knowles  
County Clerk

**EXHIBIT A-1**

NOTICE OF REDEMPTION

**Hamilton County, Tennessee  
General Obligation Bonds  
Series 2009**

**CUSIP NUMBERS:** 2018 Maturity – 407324-\_\_\_; 2019 Maturity – 407324-\_\_\_;  
2020 Maturity – 407324-\_\_\_; 2021 Maturity – 407324-\_\_\_; 2022 Maturity – 407324-\_\_\_;  
2023 Maturity – 407324-\_\_\_; and 2024 Maturity – 407324-Y30

Notice is hereby given by Hamilton County, Tennessee (the “County”) of its intention to redeem its outstanding General Obligation Bonds, Series 2009 **[maturing on and after March 1, 2018]** (the “Refunded Bonds”) on March 1, 2016 (the “Redemption Date”) at the redemption price (the “Redemption Price”) of the par amount thereof plus accrued interest to the Redemption Date.

Payment of the Redemption Price for the Refunded Bonds will be made on presentation and surrender of the Refunded Bonds to The Bank of New York Mellon Trust Company, N.A., , as paying agent (the “Paying Agent”) as follows:

Via First Class, Registered  
or Certified Mail

The Bank of New York Mellon  
Global Corporate Trust  
P.O. Box 396  
East Syracuse, New York 13057

Via Express Delivery

The Bank of New York Mellon  
Global Corporate Trust  
111 Sanders Creek Parkway  
East Syracuse, New York 13057

Via Hand Delivery

The Bank of New York Mellon  
Global Corporate Trust  
Corporate Trust Window  
101 Barclay Street, 1<sup>st</sup> Floor E.  
New York, New York 10286

Government Obligations and cash sufficient to pay the Redemption Price have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent, on April     , 2015 and will be transferred to the Paying Agent on or before the Redemption Date. Consequently, on the Redemption Date, the Refunded Bonds will cease to bear interest.

Under the provisions of the Jobs and Growth Relief Reconciliation Act of 2003, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold a tax at the applicable backup withholding rate from remittances to individuals who have failed to furnish the paying agent with a valid Taxpayer Identification Number. Registered owners of the Refunded Bonds who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their Refunded Bonds to the Paying Agent for collection.

The Paying Agent shall not be responsible for the selection or use of the CUSIP Number(s), nor is any representation made as to its correctness indicated in this Notice or on any Refunded Bond. It is included solely for convenience of the owners of the Refunded Bonds.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

HAMILTON COUNTY, TENNESSEE

By: \_\_\_\_\_  
The Bank of New York Mellon Trust Company,  
N.A., as paying agent

**EXHIBIT A-2**

NOTICE OF REDEMPTION

**Hamilton County, Tennessee  
General Obligation Bonds  
Series 2011A**

**CUSIP NUMBERS:** 2021 Maturity – 407324-\_\_\_; 2022 Maturity – 407324-\_\_\_;  
2023 Maturity – 407324-\_\_\_; 2024 Maturity – 407324-\_\_\_; 2025 Maturity – 407324-\_\_\_;  
2026 Maturity – 407324-\_\_\_; and 2027 Maturity – 407324-3H3

Notice is hereby given by Hamilton County, Tennessee (the “County”) of its intention to redeem its outstanding General Obligation Bonds, Series 2011A **maturing on and after January 1, 2021** (the “Refunded Bonds”) on January 1, 2020 (the “Redemption Date”) at the redemption price (the “Redemption Price”) of the par amount thereof plus accrued interest to the Redemption Date.

Payment of the Redemption Price for the Refunded Bonds will be made on presentation and surrender of the Refunded Bonds to The Bank of New York Mellon Trust Company, N.A., , as paying agent (the “Paying Agent”) as follows:

<u>Via First Class, Registered or Certified Mail</u>	<u>Via Express Delivery</u>	<u>Via Hand Delivery</u>
The Bank of New York Mellon Global Corporate Trust P.O. Box 396 East Syracuse, New York 13057	The Bank of New York Mellon Global Corporate Trust 111 Sanders Creek Parkway East Syracuse, New York 13057	The Bank of New York Mellon Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1 <sup>st</sup> Floor E. New York, New York 10286

Government Obligations and cash sufficient to pay the Redemption Price have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent, on April   , 2015 and will be transferred to the Paying Agent on or before the Redemption Date. Consequently, on the Redemption Date, the Refunded Bonds will cease to bear interest.

Under the provisions of the Jobs and Growth Relief Reconciliation Act of 2003, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold a tax at the applicable backup withholding rate from remittances to individuals who have failed to furnish the paying agent with a valid Taxpayer Identification Number. Registered owners of the Refunded Bonds who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their Refunded Bonds to the Paying Agent for collection.

The Paying Agent shall not be responsible for the selection or use of the CUSIP Number(s), nor is any representation made as to its correctness indicated in this Notice or on any Refunded Bond. It is included solely for convenience of the owners of the Refunded Bonds.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

HAMILTON COUNTY, TENNESSEE

By: \_\_\_\_\_  
The Bank of New York Mellon Trust Company,  
N.A., as paying agent

**SCHEDULE I**

**2009 REFUNDED BONDS**

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>
09/01/2015		
03/01/2016		
09/01/2016		
03/01/2017		

**2011A REFUNDED BONDS**

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>
07/01/2015		
01/01/2016		
07/01/2016		
01/01/2017		
07/01/2017		
01/01/2018		
07/01/2018		
01/01/2019		
07/01/2019		
01/01/2020		

**SCHEDULE II**

<u>Maturity Date</u>	<u>Par</u>	<u>Type</u>	<u>Coupon</u>	<u>CUSIP</u>
----------------------	------------	-------------	---------------	--------------

The Escrow Fund will also include \$[\_\_\_\_\_] uninvested cash.



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE AND LOCAL FINANCE  
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872  
FAX (615) 741-5986

March 4, 2015

Honorable Jim Coppinger, Mayor  
Board of County Commissioners  
Hamilton County  
625 Georgia Avenue, Suite 208  
Chattanooga, TN 37402

Dear Mayor Coppinger and Commissioners:

This letter, report, and plan of refunding (the "Plan") are to be posted on Hamilton County's (the "County") website. Please make these documents available to the public and provide a copy of this report to each Commissioner at the next meeting of the County's Board of Commissioners.

This letter acknowledges receipt on February 26, 2015, of the County's request to review the Plan for the issuance of approximately \$47,825,000 General Obligation Refunding Bonds, Series 2015B, (the "Refunding Bonds") to advance refund an estimated:

- \$14,755,000 General Obligation Bonds, Series 2009; and
- \$33,965,000 General Obligation Bonds, Series 2011A.

Collectively these are the "Refunded Bonds." The total refunded principal is \$48,720,000.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

### **BALLOON INDEBTEDNESS**

The proposed debt to be issued is secured solely by a general obligation pledge and the County has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better; therefore, because the debt falls under an exception to the balloon

indebtedness statute, this issuance of balloon indebtedness does not require an approval by the Comptroller's Office.

## **FINANCIAL PROFESSIONALS**

The County has reported Public Financial Management, Inc. as its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The Plan was prepared by the County with the assistance of its municipal advisor.

## **COUNTY'S PROPOSED REFUNDING OBJECTIVE**

The Refunding Bonds are being issued to achieve net present value debt service savings.

## **COMPLIANCE WITH THE COUNTY'S DEBT MANAGEMENT POLICY**

The County provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

## **REPORT OF THE REVIEW OF A PLAN OF REFUNDING**

This letter, report, and the Plan are to be posted on the County's website, if there is one. The same report is to be provided to each member of the County Commission and reviewed at the public meeting at which the proposed refunding bond resolution will be presented.

**The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.**

*This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the*

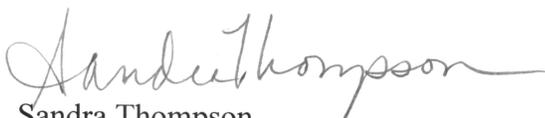
*Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.*

*We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.*

### **Report on Debt Obligation**

We are enclosing the Form CT-0253, Report on Debt Obligation. The form must be completed for all debt issued. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to [stateandlocalfinance.publicdebtform@cot.tn.gov](mailto:stateandlocalfinance.publicdebtform@cot.tn.gov). No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. The form can be found at <http://www.comptroller.tn.gov/sl/pubdebt.asp>.

Sincerely,



Sandra Thompson  
Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT  
Mr. Albert Kiser, Hamilton County  
Ms. Lauren Lowe, Public Financial Management, Inc.  
Mr. Tom Lauth, McKenna Long & Aldridge, LLP

Enclosures (2): Report of the Director of the Office of State & Local Finance  
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B  
HAMILTON COUNTY, TENNESSEE**

Hamilton County (the “County”) submitted a plan of refunding (the “Plan”), as required by T.C.A. § 9-21-903 regarding an issuance of approximately \$47,825,000 General Obligation Refunding Bonds, Series 2015B, (the “Refunding Bonds”) to advance refund an estimated:

- \$14,755,000 General Obligation Bonds, Series 2009; and
- \$33,965,000 General Obligation Bonds, Series 2011A.

Collectively these are the “Refunded Bonds.” The total refunded principal is \$48,720,000.

The Plan was prepared with the assistance of the County’s municipal advisor, Public Financial Management, Inc. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This letter and report provide no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Refunding Bonds may be issued with a structure different to that of the Plan. The County provided a copy of its debt management policy.

**BALLOON INDEBTEDNESS**

The proposed debt to be issued is secured solely by a general obligation pledge and the County has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better; therefore, because the debt falls under an exception to the balloon indebtedness statute, this issuance of balloon indebtedness does not require an approval by the Comptroller’s Office.

**COUNTY’S PROPOSED REFUNDING OBJECTIVE**

The County indicated its purpose for the refunding is to achieve net present value debt service savings.

**REFUNDING ANALYSIS**

- The results of the refunding are based on the assumption that \$47,825,000 Refunding Bonds will be sold by competitive sale and priced at a premium of \$6,715,163.
- The estimated net present value savings of the refunding is \$1,798,261 or 3.69% of the refunded principal amount of \$48,720,000.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$395,996, or \$8.28 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

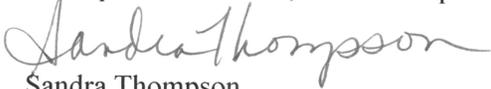
Table 1  
Costs of Issuance of Refunding Bonds

	Amount	Price per \$1,000 bond
Underwriter's Discount (TBD by competitive sale)	\$ 239,125.00	\$ 5.00
Municipal Advisor (Public Financial Management, Inc.)	38,179.15	0.80
Bond Counsel (McKenna Long & Aldridge, LLP)	38,179.15	0.80
Other Costs (Includes \$74,112.48 for rating agency fees)	80,513.11	1.68
<b>Total Cost of Issuance</b>	<b>\$ 395,996.41</b>	<b>\$ 8.28</b>

The County has identified Public Financial Management, Inc. as its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.

A handwritten signature in cursive script that reads "Sandra Thompson".

Sandra Thompson  
Director of the Office of State and Local Finance  
Date: March 4, 2015



# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-35

**A RESOLUTION TO AUTHORIZE AN EMPLOYER PARTICIPATING IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM TO CHANGE FROM ITS EXISTING REGULAR DEFINED BENEFIT PLAN TO EITHER THE ALTERNATE DEFINED BENEFIT PLAN OR THE LOCAL GOVERNMENT HYBRID PLAN IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTER 35, PART 2, OR TO THE HYBRID RETIREMENT PLAN FOR STATE EMPLOYEES AND TEACHERS IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTER 36, PART 9.**

WHEREAS, Tennessee Code Annotated, Title 8, Chapter 35, Part 2, and Title 8, Chapter 36, Part 9 allow an employer participating in the Tennessee Consolidated Retirement System (“TCRS”) to change from its existing regular defined benefit plan to either the alternate defined benefit plan, the local government hybrid plan, or to the hybrid retirement plan for state employees and teachers; and

WHEREAS, effective October 1, 2015 (the “Effective Date”), the County of Hamilton, Tennessee (the “Employer”) desires to change from its existing regular defined benefit plan to either the alternate defined benefit plan or the local government hybrid plan in accordance with Tennessee Code Annotated, Title 8, Chapter 35, Part 2, or to the hybrid retirement plan for state employees and teachers in accordance with Tennessee Code Annotated, Title 8, Chapter 36, Part 9 and in accordance with the following terms and conditions; and

WHEREAS, employees of the Employer who were hired by the Employer prior to October 1, 2015 and who are members of TCRS on the Effective Date shall continue membership in TCRS pursuant to the regular defined benefit plan as it exists for such Employer on the Effective Date; provided, however, any such employee who thereafter (i) leaves or is discharged from employment with the Employer, (ii) loses membership in TCRS pursuant to Tennessee Code Annotated, Section 8-35-104(a)(1) or (a)(2), and (iii) later returns to employment with the Employer shall participate prospectively in whatever plan exists for that Employer on the date the employee returns to employment; and

WHEREAS, employees of the Employer, other than those employees described in the preceding “Whereas”, shall participate in either the alternate defined benefit plan, the local government hybrid plan, or the hybrid retirement plan for state employees and teachers, as selected below, and as otherwise provided in this Resolution;

- A. TYPE PLAN. (*CHECK BOX 1 OR BOX 2 OR BOX 3*). The Employer adopts the following type plan:
- (1)  Alternate Defined Benefit Plan.
  - (2)  Local Government Hybrid Plan (*If this Plan is chosen, the Employer MUST also maintain a defined contribution plan on behalf of its employees who will be covered by the Plan and pass the attached resolution that describes the type of defined contribution plan the Employer will adopt. The defined contribution plan could provide for employer contributions of 0% to up to 7% of its employees' salaries*).
  - (3)  State Employee and Teacher Hybrid Plan (*If this Plan is chosen, the Employer MUST also maintain a defined contribution plan on behalf of its employees who will be covered by the Plan whereby the Employer makes a mandatory employer contribution on behalf of each of its employees participating in the Plan equal to 5% of the respective employee's salary subject to the cost controls and unfunded liability controls of the Hybrid Plan. The Employer must also pass the attached resolution that describes the type of defined contribution plan the Employer will adopt*).
- B. ASSUMPTION OF EMPLOYEE CONTRIBUTIONS. (*CHECK BOX 1 OR BOX 2 OR BOX 3 - IF THE STATE EMPLOYEE AND TEACHER HYBRID PLAN IS SELECTED ABOVE, NO EMPLOYEE CONTRIBUTIONS MAY BE ASSUMED AND BOX 1 MUST BE CHECKED*). The Employer shall:
- (1)  NOT assume any employee contributions.
  - (2)  ASSUME 2.5% of its employees' contributions.
  - (3)  ASSUME 5.0% of its employees' contributions.
- C. COST-OF-LIVING INCREASES FOR RETIREES. (*CHECK BOX 1 OR BOX 2 – IF EITHER THE LOCAL GOVERNMENT, OR THE STATE EMPLOYEE AND TEACHER HYBRID PLAN IS SELECTED ABOVE, COST-OF-LIVING INCREASES FOR RETIREES MUST BE GIVEN, SUBJECT TO ANY APPLICABLE COST CONTROLS AND UNFUNDED LIABILITY CONTROLS, AND BOX 2 MUST BE CHECKED*). The Employer shall:
- (1)  NOT provide cost-of-living increases for its retirees.
  - (2)  PROVIDE cost-of-living increases for its retirees.
- D. ELIGIBILITY OF PART-TIME EMPLOYEES. (*CHECK BOX 1 OR BOX 2*). The Employer shall:
- (1)  NOT allow its part-time employees to participate in TCRS.
  - (2)  ALLOW its part-time employees to participate in TCRS.
- E. MAXIMUM UNFUNDED LIABILITY. (*COMPLETE THIS ITEM E ONLY IF THE STATE EMPLOYEE AND TEACHER HYBRID PLAN IS SELECTED ABOVE*). For purposes of the cost control provisions of Tennessee Code Annotated, Section 8-36-922(d), the Employer defines "maximum unfunded liability" to mean an unfunded liability of no greater than \$10,000,000, adjusted annually each June beginning June 2016 for inflation as determined by the Consumer Price Index (CPI), All Urban Consumers.

WHEREAS, the liability for participation and costs of administration shall be the sole responsibility of the Employer and not the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Hamilton County, Tennessee, hereby changes from its existing defined benefit to either the alternate defined benefit plan, the local government hybrid plan, or the hybrid retirement plan for state employees and teachers, as selected above, in accordance with Tennessee Code Annotated, Title 8, Chapter 35, Part 2 or Title 8, Chapter 36, Part 9, whichever is applicable, and in accordance with the above terms and conditions. It is acknowledged and understood that pursuant to Tennessee Code Annotated, Section 8-35-111 the Employer shall not make employer contributions to any other retirement or deferred compensation plans on behalf of any employee who participates in TCRS pursuant to this Resolution wherein the total combined employer contributions to such plans exceed 3% of the employee's salary, unless the Local Government Hybrid Plan or the State Employee and Teacher Hybrid Plan is adopted by the Employer for such employee. If either the Local Government Hybrid Plan or the State Employee and Teacher Hybrid Plan is adopted by the Employer, the Employer may make employer contributions to the defined contribution plan component of that Plan and to any one or more additional tax deferred compensation or retirement plans on behalf of such employee provided that the total combined employer contributions to such plans on behalf of the employee does not exceed 7% of the employee's salary.

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

\_\_\_\_\_  
March 18, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 315-36

**A RESOLUTION TO ALLOW A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE TO CONTRIBUTE TO A TAX DEFERRED RETIREMENT PLAN IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTERS 34-37.**

WHEREAS, Tennessee Code Annotated, Section 8-35-111(b)(3) provides that all tax deferred retirement plans established by public employers participating in the Tennessee Consolidated Retirement System ("TCRS"), wherein employer contributions made, must be approved by the TCRS director; and

WHEREAS, Tennessee Code Annotated, Section 8-35-111(b)(3) further provides that the total combined employer contributions to all such additional tax deferred retirement plans made on behalf of a single employee, other than those made pursuant to a salary reduction agreement, cannot exceed three percent (3%) of the employee's salary, unless the political subdivision has adopted the hybrid plan authorized in Tennessee Code Annotated, Section 8-35-256, or in Tennessee Code Annotated, Section 8-36-919; and

WHEREAS, in the event the political subdivision has adopted the hybrid plan authorized in Tennessee Code Annotated, Section 8-35-256, or in Tennessee Code Annotated, Section 8-36-919, the total combined employer contributions made by the political subdivision to the defined contribution plan component of the hybrid plan and to any one or more additional tax deferred compensation or retirement plans on behalf of single employee does not exceed seven percent (7%) of the employee's salary, or such lower amount as required by the Internal Revenue Code; and

WHEREAS, the County of Hamilton, Tennessee desires to make employer contributions to the following plan(s) in addition to the contributions it makes to TCRS.

**PLAN DATA:**

Type of Plan: 401(k) \_\_\_\_\_  
Plan Administrator's Name: State of Tennessee (Great-West Financial) \_\_\_\_\_  
Address: 502 Deaderick Street; Nashville, TN 37243 \_\_\_\_\_  
Beginning Date of Plan: 10/1/2015 \_\_\_\_\_ Phone: 423-532-2347 \_\_\_\_\_  
Employer Contributions as Percentage of Employee's Salary: 5 percent (5%) \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Hamilton County, Tennessee (the "Political Subdivision") hereby requests the approval of the TCRS director for the Political Subdivision to make employer contributions to the above referenced plan(s) in the amount(s) specified and in accordance with the provisions of this resolution. Upon approval, the Political Subdivision agrees it shall not permit contributions to such plan(s) in excess of the applicable amount specified above and which, when combined with projected benefits from TCRS, would exceed the limitations of the Internal Revenue Code, as amended. The Political Subdivision further agrees to file, upon request of the Council on Pensions and Insurance or the TCRS director, an annual report of the actuarial and financial status of the plan(s) with the TCRS director, which shall cover the most recently ended plan year ending on or before June 30 of the year of the request. The report shall be filed with the TCRS director within ninety (90) calendar days from the date of the request and contain such additional information as may be prescribed by the TCRS director.

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

---

March 18, 2015

---

Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 315-37

### **A RESOLUTION TO PARTICIPATE IN A 401(K) DEFINED CONTRIBUTION PLAN OFFERED BY THE STATE OF TENNESSEE PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-25-111(A).**

WHEREAS, the County of Hamilton, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan;  
and

WHEREAS, the Board of Commissioners ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in TCRS' local government hybrid plan, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. If such employees participate in TCRS' State hybrid plan, the employer contributions to the Plan on behalf of each such employee shall equal five percent (5%) of the respective employee's salary unless suspended or reduced pursuant to Tennessee Code Annotated, Section 8-36-922. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the IRS, including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.

7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
  - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
  - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
  - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
  - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
  - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the

requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

**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

[Click here to enter a date.](#)

Date

**STATE OF TENNESSEE**  
**DEFERRED COMPENSATION PLAN II - 401(k)**  
**PARTICIPATING EMPLOYER AGREEMENT**

**A. PARTICIPATING EMPLOYER INFORMATION**

Name: \_\_\_\_\_ Hamilton County, Tennessee \_\_\_\_\_

**NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.**

**(1) GOVERNING AUTHORITY**

Name: \_\_\_\_\_ Hamilton County, Tennessee \_\_\_\_\_

Address: \_\_\_\_\_ 208 Courthouse, 625 Georgia Avenue; Chattanooga, TN 37402 \_\_\_\_\_

Phone: \_\_\_\_\_ 423-209-6100 \_\_\_\_\_

Person Authorized to receive Official Notices from the Plan or Administrator:

\_\_\_\_\_ Jim Coppinger, County Mayor \_\_\_\_\_

**(2) PARTICIPATING EMPLOYER TAX ID NUMBER:** \_\_\_\_\_ 62-6000636 \_\_\_\_\_

**(3) DISCLOSURE OF RETIREMENT PLAN(S)**

This Participating Employer  does or  does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans, the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

\_\_\_\_\_ Nationwide Retirement Solutions (457 Plan) \_\_\_\_\_  
\_\_\_\_\_ P.O. Box 182797 \_\_\_\_\_  
\_\_\_\_\_ Columbus, OH 43218-2797 \_\_\_\_\_

**B. TYPE OF ADOPTION AND EFFECTIVE DATE**

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer

Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1.  This is a new defined contribution plan adopted by the Participating Employer for its Employees effective October 1, 2015 **(insert effective date of this Agreement)**.
  
2.  This is an amendment to be effective as of \_\_\_\_\_, \_\_\_\_\_, to the current Agreement previously adopted by the Participating Employer, which was originally effective \_\_\_\_\_, \_\_\_\_\_, as follows **(please specify type below)**:
  - a.  This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
  
  - b.  Other (must specify elective provisions in this Agreement that are being changed):  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.  This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be \_\_\_\_\_, \_\_\_\_\_ **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on \_\_\_\_\_, \_\_\_\_\_ **(insert original effective date of preexisting plan)**. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

- C. PLAN YEAR.** Plan Year shall mean the calendar year.
- D. CUSTODY OF ASSETS.** Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.
- E. ELIGIBLE EMPLOYEES.**

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i.  any full-time employee, which is an employee who renders \_\_\_\_ or more Hours of Service per week, as defined in Section H below
- ii.  any permanent part-time employee, which is an employee who is not a full-time employee and who renders \_\_\_\_ or more Hours of Service per week, as defined in Section H below
- iii.  any seasonal, temporary or similar part-time employee
- iv.  any elected or appointed official
- v.  any employee in the following class(es) of employees:

---

---

---

who meets the definition in Section E.1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i.  Employees who have not attained the age of \_\_\_\_ (not to exceed 21).
- ii.  Employees who have not completed \_\_\_\_ Years of Service during the Vesting Computation Period as defined in Section X below.

- iii.  Employees who do not satisfy the following eligibility requirements:

---

---

---

- c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i.  any full-time employee, which is an employee who renders 40 or more Hours of Service per week, as defined in Section H below.
- ii.  any permanent part-time employee, which is an employee who is not a full-time employee and who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H. below.
- iii.  any seasonal, temporary or similar part-time employee
- iv.  any elected or appointed official
- v.  any employee in the following class(es) of employees:  
any full-time employee, hired on or after October 1, 2015 who renders forty or more hours of service  
per week, as defined in Section H below; any elected or appointed official hired after October 1, 2015.
- vi.  any employee listed or otherwise described in Schedule I attached to this Agreement

who meets the definition in Section E.1 above.

- d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i.  Employees who have not attained the age of \_\_\_\_\_ (not to exceed 21).

ii.  Employees who have not completed \_\_\_\_\_ Years of Service during the Vesting Computation Period as defined in Section X below.

iii.  Employees who do not satisfy the following eligibility requirements:

---

---

---

**F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F SHALL ONLY BE EFFECTIVE UPON WRITTEN NOTIFICATION FROM THE CHAIR.]**

1. The Participating Employer DOES NOT elect automatic enrollment .
2. The Participating Employer DOES elect automatic enrollment  which will be effective 10/1/2015 as follows:

a. Employees covered under the automatic enrollment are: *(Check one option below.)*

- i.  All Employees.
- ii.  All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be an initial deferral of 2 % of the Participant's Compensation for the initial year of participation with a 1% annual increase thereafter up to a maximum of 6%. The scheduled deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first

automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i.  will be treated as a new Employee, or
- ii.  will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

**G. SERVICE WITH PREDECESSOR EMPLOYER.** *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

- 1.  This section is N/A because there are no predecessor employers.
- 2.  Service with any predecessor employers will not be counted for any purposes under the Plan.
- 3.  Service with (insert name of predecessor employer(s)):

---

---

will be counted under the Plan for eligibility and vesting.

**H. HOURS OF SERVICE.** Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

**I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING.** If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

**J. COMPENSATION DEFINITION.** Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

**K. COMPENSATION COMPUTATION PERIOD.** Compensation shall be determined on the basis of the calendar year.

**L. FIRST YEAR COMPENSATION.** If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

**M. EMPLOYMENT COMMENCEMENT DATE.** An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

**N. MATCHING CONTRIBUTIONS.** *(Check and complete box 1 OR box 2 OR box 3 OR box 4.)*

The Participating Employer shall:

1.  NOT make Matching Contributions.
2.  match \_\_\_% of Participant elective deferrals of up to \_\_\_% of Compensation.
3.  match \_\_\_% of the first \$\_\_\_\_\_ of Participant elective deferrals.
4.  match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching

Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

**O. ALLOCATION OF MATCHING CONTRIBUTIONS.** If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Sections E.2.a and E.2.b of this Participating Employer Agreement.

**P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS.** *(If Matching Contributions will be made, check box 1 OR box 2 OR box 3.)* The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

1.  100% vesting immediately.
2.  100% vesting after 3 Years of Service.
3.  20% after one Year of Service.  
40% after two Years of Service.  
60% after three Years of Service.  
80% after four Years of Service.  
100% after five Years of Service.

**Q. NON-MATCHING CONTRIBUTIONS.** *(If non-matching contributions will be made, check box 1 OR box 2.)*

1.  The Participating Employer shall NOT make Non-Matching Contributions.
2.  The Participating Employer shall contribute: *(Check and complete one box.)*
  - a.  an amount fixed by appropriate action of the Employer.
  - b.  5 % of Compensation of Participants for the Plan Year.
  - c.  \$\_\_\_\_ per Participant.
  - d.  an amount pursuant to Schedule I attached to this Agreement and which is referenced in Section E.2.c above.
  - e.  a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

**R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS.** If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

**S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS.** *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1.  100% vesting immediately.
2.  100% vesting after 3 Years of Service.
3.  20% after one Year of Service.  
40% after two Years of Service.  
60% after three Years of Service.  
80% after four Years of Service.  
100% after five Years of Service.

**T. ROTH CONTRIBUTIONS.** Participant Roth Contributions SHALL BE allowed.

**U. AFTER-TAX CONTRIBUTIONS.** Participant After-tax Contributions SHALL NOT BE allowed.

**V. FORFEITURES.** *(Check box 1 OR box 2.)*

1.  N/A because all contributions are 100% vested immediately.
2.  Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

**W. RETIREMENT AGES AND DISABILITY DEFINITION.**

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.
3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.

- X. VESTING COMPUTATION PERIOD.** A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
- Y. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.
- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- EE. DEEMED TRADITIONAL IRA.** The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.
- FF. DEEMED ROTH IRA.** The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.
- GG. DISTRIBUTIONS.** A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

**HH. FICA REPLACEMENT PLAN ("3121" PLAN).** *(Check box 1 OR box 2.)* This Participating Employer Agreement as adopted:

1.  IS NOT *(if checked continue to II below)*, or
2.  IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: *(Check each box that applies.):*

- i.  any full-time employee, which is an employee who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H above,
- ii.  any part-time employee, which is an employee who is not a full time employee and who renders \_\_\_\_\_ or more Hours of Service per week, as defined in Section H above.
- iii.  Any employee who is not covered by Social Security.

b. Contributions: *(Check and complete each box that applies.):*

- i.  The Employer shall make an annual contribution to each Participant's account equal to \_\_\_\_ percent of such Participant's Compensation.
- ii.  Each Participant is required to make an annual contribution of \_\_\_\_ percent of Compensation.

*(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)*

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

## **II. ADMINISTRATIVE INFORMATION.**

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole

responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.

- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

**PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:**

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

**ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.**

By: \_\_\_\_\_  
Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System  
Date: \_\_\_\_\_



**SCHEDULE 1**

**STATE OF TENNESSEE**

**DEFERRED COMPENSATION PLAN II - 401(k)**

**PARTICIPATING EMPLOYER AGREEMENT**

Participating Employer Name: \_\_\_\_\_ Hamilton County, Tennessee +

<u>Classes of Eligible Employees</u>	<u>Contribution Amount</u>
Employees hired on or after 10/1/2015 who become members of the TCRS Hybrid plan	5% Employer non-matching
_____	_____
_____	_____
_____	_____
_____	_____



## Hamilton County Board of Commissioners RESOLUTION

No. 315-38

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF A TOBACCO USE PREVENTION PROGRAM, USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$79,400.00 FOR THE PERIOD BEGINNING APRIL 1, 2015, ENDING MARCH 31, 2017, WHICH INCLUDES \$13,700.00 THAT IS ALREADY BUDGETED FOR THE CURRENT FISCAL YEAR ENDING JUNE 30, 2015.

WHEREAS, the State of Tennessee, Department of Health has allocated \$79,400.00 to the Health Services Division of Hamilton County, Tennessee, operating as the Chattanooga-Hamilton County Health Department, for the purpose of providing programs, activities, and services in the area of tobacco use prevention; and

WHEREAS, these programs, activities and services will include tobacco use prevention educational presentations, promote the adoption of voluntary public and private tobacco prevention and control policies, coalition building, health impact planning and assessment, strategic planning around counter-marketing campaigns to reduce the impact of advertising by tobacco companies, health information dissemination, program development and implementation, and program evaluation; and

WHEREAS, the Chattanooga-Hamilton County Health Department is seeking to continue a contractual arrangement with the State of Tennessee, Department of Health for the provision of tobacco use prevention programs and services as delineated in the contract and scope of services for an amount not to exceed \$79,400.00 for the period beginning April 1, 2015, ending March 31, 2017, which includes \$13,700.00 that is already budgeted for the current fiscal year ending June 30, 2015.

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

That the County Mayor be authorized to execute a Tobacco Use Prevention contract between the State of Tennessee, Department of Health and the Health Services Division, Hamilton County, Tennessee, doing business as the Chattanooga-Hamilton County Health Department for the provision of tobacco use prevention programs, services, activities, materials and related resources, in an amount not to exceed \$79,400.00, of which \$13,700.00 is already included in the revenue and expense budget for the Chattanooga-Hamilton County Health Department for the current fiscal year, and with the remaining funds to be included in subsequent revenue and expense budgets through March 31, 2017.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

---

County Clerk

Approved:

Vetoed:

---

County Mayor

March 18, 2015

---

Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> April 1, 2015	<b>End Date</b> March 31, 2017	<b>Agency Tracking #</b> 34360-46116	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Chattanooga-Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 93.283</b>  <b>Grantee's fiscal year end June 30<sup>th</sup></b>			
<b>Service Caption (one line only)</b> Tobacco Use Prevention and Control Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2015		\$13,700.00			\$13,700.00
2016		\$39,700.00			\$39,700.00
2017		\$26,000.00			\$26,000.00
<b>TOTAL:</b>		<b>\$79,400.00</b>			<b>\$79,400.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			The Grantee was chosen for its current capacity to perform all needed services, its proximity to the target audience, and its prior experience with Tobacco Use Prevention and Control services.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> HL00007864		<b>Account Code (optional)</b> 71301000			

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

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

Grantee Edison Vendor ID# 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. TUPCP is an acronym for Tennessee's Tobacco Use Prevention and Control Program.
  - b. "Tobacco settlement initiatives" refer to local efforts funded by the Tennessee General Assembly and Governor to eliminate pregnancy smoking, reduce secondhand exposure with infants and young children and promote tobacco abstinence among young school children.
- A.3. Service Goals. To improve the health of the citizens of Chattanooga-Hamilton by preventing and controlling the use of tobacco, using funds as detailed in Attachment 1.
- A.4. Service Recipients. Individuals who live in or visit Hamilton County.
- A.5. Service Description. The Grantee shall:
- a. Provide monthly TUPCP services as defined in the Grantee's Annual Plan submitted, approved, and kept on file in the Department of Health, Family Health and Wellness Division;
  - b. Provide and maintain appropriate staff to serve as a Coordinator/Health Educator for the purpose of planning, administering, and monitoring county, regional and/or local tobacco prevention and tobacco settlement initiatives from April 1, 2015 through March 31, 2017.
  - c. Develop a comprehensive Annual Action Plan of SMART (Specific, Measurable, Attainable, Realistic, Timely), objectives for the TUPCP goals and tobacco settlement initiatives no later than April 15, 2015. The Grantee shall select and implement one (1) or more Interventions for each goal listed below:
    - Goal 1: Preventing initiation of tobacco use among young people;
    - Goal 2: Promoting quitting among adults and young people;
    - Goal 3: Eliminating nonsmokers' exposure to secondhand smoke;
    - Goal 4: Identifying and eliminating tobacco-related disparities;
  - d. Identify and promote the adoption of voluntary public and private tobacco prevention and control policy for at least one (1) of the above mentioned goals, i.e., smoke-free homes, automobiles, schools, worksites, sports events. The Grantee shall create and submit to the central office TUPCP a Logic Model for these policy initiatives by April 15, 2015 and

April 15, 2016;

- e. Promote, incorporate and coordinate county and/or regional tobacco use prevention and control program goals by using one (1) or more of the following electives: Tobacco Cessation, Health Department Employee Wellness, Maternal Smoking Cessation, Coordinated School Health, Worksite Wellness, or Faith-based Initiatives;
- f. Utilize existing resources to partner with community organizations to implement counter-marketing campaigns to reduce the impact of advertising by tobacco companies. The counter-marketing shall include media campaigns for reduction of tobacco use available from the Media Campaign Resource Center, Centers for Disease Control and Prevention, [www.cdc.gov/tobacco](http://www.cdc.gov/tobacco). Counter-marketing media campaigns shall include print, radio, television, billboard, videos, store, and other forms of advertising and shall promote use of the Tennessee Tobacco Quitline: 1-800-QUIT-NOW (1-800-784-8669);
- g. Partner with community organizations/coalitions to plan, provide and/or participate in tobacco settlement initiative and tobacco related social marketing campaigns that include local media coverage to advance public awareness and initiate a change in tobacco related social norms such as, but not limited to, the Great American Smoke Out, Kick Butts Day, World No Tobacco Day, and Public Health Week each budget period.
- h. Establish, maintain or support county, regional, and local health councils' interventions aimed at achieving the goals of the TUPCP and tobacco settlement initiative;
- i. Collaborate with and participate in tobacco advocacy initiatives funded by the State, and county, regional and/or local coalitions to promote tobacco control policy, tobacco settlement initiatives and provide resources such as data, technical assistance, educational materials, and incentives;
- j. Form and/or facilitate organized youth advocacy groups to develop policy and program initiatives to reduce youth tobacco use, eliminate the sale of tobacco products to youth and increase the knowledge of harmful effects of tobacco;
- k. Develop, organize and maintain youth councils which focus on tobacco prevention and strategies that increase the enforcement of the youth access law by working with retailers, law enforcement, the judicial system and the public;
- l. Organize and update by April 15, 2015 and April 15, 2016 a county or regional tobacco cessation resource guide to include the Tennessee Tobacco Quitline: 1-800-QUIT-NOW (1-800-784-8669), for dissemination to local communities and the central office TUPCP;
- m. Participate in quarterly meetings, trainings, teleconferences and/or conferences as requested by the Department of Health and attend the TUPCP quarterly teleconferences and any additional meetings, trainings, teleconferences and/or conferences hosted by the Department of Health. The Grantee's TUPCP Coordinators and Health Educators must attend the above referenced meetings, trainings, teleconferences and/or conferences for the purposes of sharing and receiving information and direction/guidance from the State;
- n. Provide attendance at Field Staff meetings organized by the TUPCP. The TUPCP Coordinators and Health Educators must attend these meetings for the purpose of program updates, networking, sharing of information, and receiving presentations by speakers on "Best Practices" or the latest tobacco control techniques; and
- o. Document, evaluate and monitor the effectiveness of the regional and/or county tobacco program in achieving the TUPCP goals, and the Department's tobacco settlement initiative including outcomes such as policy changes, changes in social norms, and

individual and community participation in local and statewide efforts.

- A.6. Service Reporting. Semi-annual reports are due by October 15, 2015 and by April 15, 2016; October 15, 2016 and by April 15, 2017. The reporting period of each semi-annual report is as follows: April 1, 2015 through September 30, 2015 and October 1, 2015 through March 31, 2016; April 1, 2016 through September 30, 2016 and October 1, 2016 through March 31, 2017.

- A.7. Service Deliverables.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Requested Format</b>
<i>Provide services as defined in the Grantee's Annual plan</i>	A.5.a.	Monthly	Hamilton County	In person
<i>Maintain appropriate staff</i>	A.5.b.	April 15, 2015 – March 31, 2016; April 15, 2016 – March 31, 2017	N/A	N/A
<i>Develop a comprehensive Annual Action Plan</i>	A.5.c.	April 15, 2015 and April 15 2016	Director of TUPCP	Electronic or Survey Gizmo
<i>Create and submit a Logic Model for policy initiatives</i>	A.5.d.	April 15, 2015 and April 15, 2016	Director of TUPCP	Electronic
<i>Partner with community organizations to participate in tobacco related social marketing campaigns</i>	A.5.g.	Ongoing	Hamilton County	Electronic or Survey Gizmo
<i>Form or facilitate youth advocacy groups</i>	A.5.j.	To be determined	Hamilton County	N/A
<i>Organize and maintain youth council</i>	A.5.k.	To be determined	Hamilton County	N/A
<i>Organize and update a county or regional tobacco cessation resource guide</i>	A.5.l.	April 15, 2015 and April 15, 2016	Director of TUPCP	Electronic
<i>Participate in meetings, trainings, teleconferences</i>	A.5.m.	Quarterly and/or as requested by the State	TUPCP	To be determined
<i>Provide attendance at field staff meetings</i>	A.5.n.	As requested by the State	TUPCP	To be determined
<i>Document, evaluate and monitor effectiveness of Tobacco Programs</i>	A.5.o.	October 15, 2015 and April 15, 2016; October 15,	Director of TUPCP	Semi-annual reports

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
		2016 and April 15, 2017		
<i>Submit Semi-Annual Reports</i>	A.6.	October 15, 2015 and April 15, 2016; October 15, 2016 and April 15, 2017	Director of TUPCP	Electronic or Survey Gizmo

A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., below);
- b. the Grantee's most recent and approved Annual Plan;

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on April 1, 2015 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy-Nine Thousand Four Hundred Dollars (\$79,400) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant

Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: [Theresa.w.bledsoe@tn.gov](mailto:Theresa.w.bledsoe@tn.gov)

By regular mail:

Invoice Administrator  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243

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

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20 %) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and a final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. 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.
- d. 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.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. 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:

LaCanas Jordan, Director  
Tobacco Use Prevention and Control Services  
Tennessee Department of Health  
Division of Family Health and Wellness  
8<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Email Address: lacanas.jordan@tn.gov  
Telephone #: (615) 253-2551  
FAX #: (615) 532-7189

The Grantee:

Rebekah Barnes, Director  
Chattanooga-Hamilton County Health Department  
921 East Third Street  
Chattanooga, Tennessee 37403-2102  
Email Address: beckyb@hamiltontn.gov  
Telephone #: (423) 209-8000  
FAX #: (423) 209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [faaudit@tn.gov](mailto:faaudit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 5).
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the

audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. The obligations of the parties to this Grant Contract are relieved to the extent the parties' non-performance is beyond the parties' control despite the exercise of due care due to, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

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

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. §12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a),

78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.7. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be compiled with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.283 – Investigations and Technical Assistance

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DATE**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	93.283
Grant contract's begin date	April 1, 2015
Grant contract's end date	March 28, 2020
Amount of federal funds obligated by this grant contract	\$79,400
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Shawna Shields Phone: (770) 488-5325 Email: sunshields@cdc.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)	11.5%

## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - TOBACCO USE PREVENTION AND CONTROL SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2015 and ending March 31, 2017. ROLL-UP				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$79,400.00	\$2,400.00	\$81,800.00
2	Benefits & Taxes	\$0.00	\$5,540.00	\$5,540.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$79,400.00	\$7,940.00	\$87,340.00

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

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - TOBACCO USE PREVENTION AND CONTROL SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2015 and ending March 31, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$39,700.00	\$1,200.00	\$40,900.00
2	Benefits & Taxes	\$0.00	\$2,770.00	\$2,770.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$39,700.00	\$3,970.00	\$43,670.00

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

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

<b>SALARIES</b>		<b>AMOUNT</b>
Vacant, Public Health Educator	\$ 3,407.64 x 12 x 97%	\$39,664.93
<b>TOTAL ROUNDED</b>		<b>\$39,700.00</b>

## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 4)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - TOBACCO USE PREVENTION AND CONTROL SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2016 and ending March 31, 2017.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$39,700.00	\$1,200.00	\$40,900.00
2	Benefits & Taxes	\$0.00	\$2,770.00	\$2,770.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$39,700.00	\$3,970.00	\$43,670.00

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

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 5)**

<b>SALARIES</b>		<b>AMOUNT</b>
Vacant, Public Health Educator	\$ 3,407.64 x 12 x 97%	\$39,664.93
<b>TOTAL ROUNDED</b>		<b>\$39,700.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

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

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes  
 These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

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

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

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

ATTACHMENT:

## Instructions & Hints

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

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

Retain this file in blank form

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

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

example: davidson county health MARCH 02.xls

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

Reporting periods are based on the Agency's fiscal year

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

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

Abbreviations - do not abbreviate the Agency name

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

### THE WORKSHEET IS NOT PROTECTED

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

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

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

Expense and Revenue pages can show information for 2 contracts

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

Use additional expense and revenue pages for more than 2 contracts

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

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

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

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

Report by program within the State Contract Number within State Department

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

Do not combine State Contract Numbers

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

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

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

Do not send invoices with expense reports

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

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

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Telephone 615-532-7115

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

## **PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**

### **SCHEDULE A**

#### **EXPENSE BY OBJECT LINE-ITEMS**

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

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

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

##### **Line 1 Salaries And Wages**

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

##### **Line 2 Employee Benefits & Payroll Taxes**

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

##### **Line 3 Total Personnel Expenses**

Add lines 1 and 2.

##### **Line 4 Professional Fees**

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

##### **Line 5 Supplies**

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

##### **Line 6 Telephone**

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

**Line 7 Postage And Shipping**

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

**Line 8 Occupancy**

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

**Line 9 Equipment Rental And Maintenance**

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

**Line 10 Printing And Publications**

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

**Line 11 Travel**

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

**Line 12 Conferences And Meetings**

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

**Line 13 Interest**

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

**Line 14 Insurance**

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

**Line 15 Grants And Awards**

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

**Line 16 Specific Assistance to Individuals**

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

**Line 17 Depreciation**

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

**Line 18 Other Non-personnel Expenses**

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

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

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

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

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

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

**Line 23 Total Direct And Administrative Expenses**

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

**Line 24 In-Kind Expenses**

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

**Line 25 Total Expenses**

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

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

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

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

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

**Line 32 Reimbursable State Program Funds**

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

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

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

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

**Line 35 Other State Funds**

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

**Line 36 Other Government Funds**

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

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

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

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

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

**Line 39 Program Income**

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

**Line 40 Other Matching Revenue**

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

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

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

**Line 43 Total Revenue**

Add lines 33, 41, and 42

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

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

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

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

**Line 52 OTHER UNALLOWABLE EXPENSES:**

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

**Line 53 EXCESS ADMINISTRATION:**

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

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

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

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

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

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

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

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

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

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

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

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

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

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

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

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

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

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

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

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

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

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

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

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:  
Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_  
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_  
Cost step down. \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

**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:**

**LaCanas Jordan, Director, Tobacco Use Prevention and Control Services, TN Department of Health;**

**John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and**

**faudit@tn.gov, TN Department of Finance and Administration**



# Hamilton County Board of Commissioners RESOLUTION

No. 315-39

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE FISCAL YEAR 2015 - 2016 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED \$247,500.00 TO PROVIDE HOME VISITS IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S CHILDREN'S SPECIAL SERVICES (CSS) PROGRAM GUIDELINES.

WHEREAS, to carry out the Department of Health's responsibility in the implementation of the CSS Care Coordination Program; and

WHEREAS, home and clinic visits are made by CSS Care Coordinators to assist families in accessing comprehensive quality services for children and adolescents (birth to age 21) with complex health care needs through a holistic and innovative network of community services; and

WHEREAS, the State has agreed to provide \$247,500.00 for the provision of these Care Coordination services; and

WHEREAS, this program and services is for the health and well-being of the citizens of Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the July 1, 2015 - June 30, 2016 contract period in an amount not to exceed \$247,500.00.

**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

March 18, 2015

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2015	<b>End Date</b> June 30, 2016	<b>Agency Tracking #</b> 34360-38716	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Chattanooga-Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 93.994</b>  <b>Grantee's fiscal year end June 30, 2016</b>			
<b>Service Caption (one line only)</b> Medical and Care Coordination for Children's Special Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2016	\$106,400.00	\$141,100.00			\$247,500.00
<b>TOTAL:</b>	<b>\$106,400.00</b>	<b>\$141,100.00</b>			<b>\$247,500.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		The grant selection process was non-competitive because the metro health department is a governmental entity that has been determined to be capable and willing to provide care coordination services to clients enrolled in the Children's Special Services Program. The terms of the grant as well as the grant budget were negotiated taking into consideration the grantee's training, experience, quality of services provided, location of the grantee in relation to clients, willingness to serve departmental clients and willingness to accept departmental reimbursement rates.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> HL00007838		<b>Account Code (optional)</b> 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Children's Special Services Care Coordination, 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. "Care Coordination" means assistance to families in accessing services (i.e. educational, medical, social, transportation, and advocacy).
  - b. "CSS" means Children's Special Services program.
  - c. "CSS Policy Manual" means most current Policy and Procedure Manual as approved by the State.
  - d. Tennessee Early Intervention System is a voluntary early intervention program for families with children ages birth through two (2) years of age with disabilities or developmental delays.
- A.3. Service Goals. The goal of CSS is to provide comprehensive Care Coordination services to eligible children with special healthcare needs.
- A.4. Service Recipients. Service recipients are children from birth to twenty-one (21) who have or are at-risk for special healthcare needs.
- A.5. Service Description. The Grantee shall use the grant funds to implement the CSS program as follows:
- a. Provide Care Coordination services for the CSS Program in accordance with the most current version of the CSS Policy Manual, incorporated herein by reference (copy of which has been provided to the Grantee), and as directed by the State's CSS Program Director and in conjunction with the program's rules;
  - b. Provide appropriate staffing (nursing, clerical, nutritional, medical, and other health care providers) as required for CSS service provision;
  - c. Notify the State's CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year; relating to the positions funded by this grant;
  - d. Provide administrative supervision of the Care Coordinators with programmatic coordination and monitoring;
  - e. Provide financial and medical eligibility determinations, medical and psychosocial assessments (if lacking), care plan development and implementation of care plans for all enrolled children;

- f. Provide comprehensive assessments through the child's primary care provider or other providers including Health Department Clinics for children enrolled in the CSS Program in accordance with the most current version of the CSS Policy Manual, incorporated herein by reference (copy of which has been provided to the Grantee);
- g. Provide comprehensive pediatric and developmental assessments directly or by referral, for children who may lack health coverage or access to a provider;
- h. Provide all necessary supplies and equipment for the clinical and administrative functions of the CSS program;
- i. Process payment for all CSS claims from service providers and maintain programmatic information in accordance with the CSS Policy Manual; and
- j. Provide referrals for qualified medical diagnoses for service recipients who are enrolled or who are pending enrollment in the CSS Program.

A.6. Service Reporting. The Grantee will submit a quarterly report, in a format provided by the State, by the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of the Grant period.

A.7. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Provide Care Coordination services for the CSS Program in accordance with the most current version of the CSS Policy Manual	A.5.a.	On-going as of start date of contract	CSS Program participants	Phone calls, office visits and home visits
Provide appropriate staff as required for CSS service provision	A.5.b.	On-going as of start date of contract	CSS Program participants	Phone calls, office visits and home visits
Notify the State's CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year	A.5.c.	At the time the vacancy occurs, and when the position is hired	CSS Program Director	Update personnel on detail page of contract budget and email the page to CSS Director for approval
Provide administrative supervision of the Care Coordinators with programmatic coordination and monitoring by the State	A.5.d.	On-going as of start date of contract	CSS Program staff	Oral/written communication in addition to chart/record reviews conducted by CSS Program Director
Provide financial and				

medical eligibility determinations, medical and psychosocial assessment (if lacking), care plan development and implementation of care plans for all enrolled children	A.5.e.	On-going as of start date of contract	To CSS program participants' chart/record and in PTBMIS	In medical record and electronically in PTBMIS
Provide comprehensive assessments through the child's primary care provider or other providers.	A.5.f.	On-going as of start date of contract	To CSS Program participants' chart/record and in PTBMIS	In medical record and electronically in PTBMIS
Provide comprehensive pediatric and developmental assessments directly or by referral, for children who may lack health coverage or access to a provider	A.5.g.	On-going as of start date of contract	To CSS participants' chart/record and in PTBMIS	In medical record and electronically in PTBMIS
Provide all necessary supplies and equipment for the administrative functions of the CSS program	A.5.h.	On-going as of start date of contract	CSS Program staff and participants	To be determined
Process payment for all CSS claims from service providers and maintain programmatic information in accordance with the CSS Policy Manual	A.5.i.	On-going as of start date of contract	CSS Program service providers and in PTBMIS	In Edison and PTBMIS electronically and in medical record
Provide referrals for qualified medical diagnoses for service recipients who are enrolled or who are pending enrollment in the CSS Program	A.5.j.	On-going as of start date of contract	CSS Program participants	In medical record

A.8. Inspection and Acceptance: Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination concerning acceptance of the work performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

A.9. kidcentraltn.

- a. Under the guidance of their Gatekeeper, Grantee shall create and maintain an agency program profile in the designated state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). Grantee may have more than one service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the designated state services directory at least every six months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.

For the purposes of this section, Gatekeeper shall be the person designated by State to do the following tasks:

- (1) invite Grantee to create a profile;
- (2) review, approve, and publish program profiles created by Grantee; and
- (3) monitor update activity.

- b. If Grantee has a website, they must link to [www.kidcentraltn.com](http://www.kidcentraltn.com) from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentral tn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, State can provide specific copy, links, and images for those features.

If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee must place the kidcentral tn logo on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. State provides the kidcentral tn logo at the following link <http://tn.gov/generalserv/ba09p/>. If Grantee would like to apply the full kidcentral tn brand to print materials such as brochures, flyers, posters, or postcards, State also provides those templates at the following link <http://tn.gov/generalserv/ba09p/>.

This kidcentral tn logo requirement does not apply to materials that have already been printed or designed. This kidcentral tn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentral tn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

- A.10. 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., below);
- b. CSS Policy Manual.

- A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Forty Seven Thousand Five Hundred Dollars (\$247,500.00) ("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.
- 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:

By email: [Ondria.Stevenson@tn.gov](mailto:Ondria.Stevenson@tn.gov)

By regular mail:

Invoice Administrator  
 Division of Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Health, Family Health and Wellness.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to one percent (1%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in

such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required

by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. 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:

Ondria Stevenson, Program Director  
 Children's Special Services  
 Family Health and Wellness  
 Tennessee Department of Health  
 8<sup>th</sup> Floor Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243  
 Email Address: Ondria.Stevenson@tn.gov  
 Telephone # (615) 532-375  
 FAX # (615) 741-1063

The Grantee:

Rebekah Barnes, Administrator  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, Tennessee 37403  
 Email Address: BeckyB@hamiltontn@tn.gov  
 Telephone # (423) 209-8010  
 FAX # (423) 209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at

any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [faaudit@tn.gov](mailto:faaudit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as Attachment 5 to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the

affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

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

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five

most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

E.7. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers and Grant Names:

93.994 – Maternal and Child Health Block Grant

E.8. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health’s Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**HAMILTON COUNTY HEALTH DEPARTMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM,  
COMMISSIONER**

**DATE**

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	County of Hamilton Health Dept.
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	B04MC253720
Federal award date	11/04/2013
CFDA number and name	93.994, Maternal and Child Health Block Grant
Grant contract's begin date	July 1, 2015
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	\$141,100.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,293,414
Name of federal awarding agency	Health Resource and Services Administration
Name and contact information for the federal awarding official	Crystal Howard (301) 443-3844 choward@hrsa.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)	11.50%

Chattanooga-Hamilton County Health Department - Children's Special Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$162,900.00	\$0.00	\$162,900.00
2	Benefits & Taxes (51.44%)	\$83,800.00	\$0.00	\$83,800.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$800.00	\$0.00	\$800.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (10% of Salaries and Benefits)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$247,500.00</b>	<b>\$0.00</b>	<b>\$247,500.00</b>

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

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

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 2)**

<b>SALARIES</b>	<b>AMOUNT</b>
Pamela Brady, Social Counselor (PT)                   \$ 3,439.86 x 12 x 50%	\$20,639.16
Patti Gervin, Program Manager                         \$ 4,344.84 x 12 x 25% + \$394 Longevity	\$13,428.52
Angela Gonzales, Social Worker - Bilingual         \$ 3,670.16 x 12 x 100% + \$975 Longevity	\$45,016.92
Bille Higdon, Health Care Manager                   \$ 3,153.32 x 12 x 100% + \$2,100 Longevity	\$39,939.84
Miika Montgomery, Social Worker                    \$ 3,565.69 x 12 x 100% + \$1,050 Longevity	\$43,838.28
<b>TOTAL ROUNDED</b>	<b>\$162,900.00</b>

<b>TRAVEL/CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Local Travel	\$800.00
<b>TOTAL</b>	<b>\$800.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

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

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes  
 These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

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

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

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

**ATTACHMENT:**

## Instructions & Hints

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

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

Retain this file in blank form

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

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

**name of agency REPORTING PERIOD END.xls**

**do not abbreviate the agency name**

example: davidson county health MARCH 02.xls

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

Reporting periods are based on the Agency's fiscal year

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

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

Abbreviations - do not abbreviate the Agency name

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

### THE WORKSHEET IS NOT PROTECTED

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

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

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

Expense and Revenue pages can show information for 2 contracts

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

Use additional expense and revenue pages for more than 2 contracts

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

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

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

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

Report by program within the State Contract Number within State Department

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

Do not combine State Contract Numbers

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

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

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

Do not send invoices with expense reports

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

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

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Telephone 615-532-7115

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

## **PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**

### **SCHEDULE A**

#### **EXPENSE BY OBJECT LINE-ITEMS**

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

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

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

##### **Line 1 Salaries And Wages**

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

##### **Line 2 Employee Benefits & Payroll Taxes**

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

##### **Line 3 Total Personnel Expenses**

Add lines 1 and 2.

##### **Line 4 Professional Fees**

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

##### **Line 5 Supplies**

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

##### **Line 6 Telephone**

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

**Line 7 Postage And Shipping**

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

**Line 8 Occupancy**

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

**Line 9 Equipment Rental And Maintenance**

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

**Line 10 Printing And Publications**

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

**Line 11 Travel**

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

**Line 12 Conferences And Meetings**

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

**Line 13 Interest**

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

**Line 14 Insurance**

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

**Line 15 Grants And Awards**

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

**Line 16 Specific Assistance to Individuals**

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

**Line 17 Depreciation**

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

**Line 18 Other Non-personnel Expenses**

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

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

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

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

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

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

**Line 23 Total Direct And Administrative Expenses**

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

**Line 24 In-Kind Expenses**

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

**Line 25 Total Expenses**

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

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

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

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

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

**Line 32 Reimbursable State Program Funds**

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

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

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

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

**Line 35 Other State Funds**

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

**Line 36 Other Government Funds**

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

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

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

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

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

**Line 39 Program Income**

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

**Line 40 Other Matching Revenue**

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

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

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

**Line 43 Total Revenue**

Add lines 33, 41, and 42

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

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

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

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

**Line 52 OTHER UNALLOWABLE EXPENSES:**

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

**Line 53 EXCESS ADMINISTRATION:**

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

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

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

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

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

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

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

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

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

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

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

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

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

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

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

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

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

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

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

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

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

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

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

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:  
Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_  
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_  
Cost step down. \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

## **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:**

**Ondria Stevenson, Director, Children's Special Services Program, TN Department of Health;**

**John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and**

**[faudit@tn.gov](mailto:faudit@tn.gov), TN Department of Finance and Administration**



# Hamilton County Board of Commissioners RESOLUTION

No. 315-40

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016, IN THE AMOUNT OF \$230,000.00 TO PROVIDE FOR THE COORDINATION OF FETAL INFANT MORTALITY REVIEW AND COMMUNITY INFANT MORTALITY REDUCTION SERVICES IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF HEALTH'S GUIDELINES.

- WHEREAS, the infant mortality rate of a community is one of the most predictive statistics of a community's current and future health status, and
- WHEREAS, Tennessee's infant mortality rate is one of the worst in the nation, and
- WHEREAS, Hamilton County's 2013 Infant Mortality rate is 6.7 per 1,000 live births or 28 deaths, and
- WHEREAS, the Fetal Infant Mortality Review (FIMR) process is a nationally recognized system to identify factors associated with fetal and infant deaths, determine if they represent service system problems that require change, develop recommendations for change, and assist in the implementation of change, and
- WHEREAS, the presence of FIMR appears to significantly improve a community's performance of public health functions as well as enhance the existing perinatal care system's goals, components and communication mechanisms, and
- WHEREAS, the focus of FIMR on systems of care and identifying gaps in care results in action being taken in a way that interpretation of vital statistics data alone does not necessarily promote, and
- WHEREAS, FIMR is being implemented in over 200 communities in 40 states, and
- WHEREAS, the Tennessee Department of Health has identified funds to provide a FIMR and Community Infant Mortality Reduction process in Hamilton County.

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

That the County Mayor be authorized to sign the attached contract for the July 1, 2015 – June 30, 2016 contract period in an amount of \$230,000.00.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

March 18, 2015

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2015	<b>End Date</b> June 30, 2016	<b>Agency Tracking #</b> 34347-33416	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Chattanooga-Hamilton County Health Department			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b>			
		<b>Grantee's fiscal year end</b>			
<b>Service Caption (one line only)</b> Fetal Infant Mortality Review and Community Infant Mortality Reduction Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2016			\$230,000		\$230,000
<b>TOTAL:</b>			\$230,000		\$230,000
<b>Grantee Selection Process Summary</b>					
<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, and its prior experience with Fetal Infant Mortality Review Services.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> HL00008299		<b>Account Code (optional)</b> 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. "CAT" means Community Action Team.
- b. "CRT" means Case Review Team;
- c. "FIMR" means Fetal Infant Mortality Review;
- d. "FIMR process" is as set out in and authorized by Tennessee Code Annotated 68-142-201 et.seq;
- e. "National FIMR guidelines" are as described at ([www.acog.org](http://www.acog.org));

A.3. Service Goals – FIMR.

- a. To enhance the health and well-being of women, infants and families by improving the community resources and service delivery systems available to them.
- b. To eliminate disparities and decrease the rate of fetal and infant deaths in Tennessee.

A.4. Service Recipients – FIMR. Service recipients are women and families in the state of Tennessee who have experienced one (1) or more unexplained infant and/or fetal deaths.

A.5. Service Description – FIMR.

- a. The Grantee shall monitor and maintain the security of statistics abstracted from interviews, medical records, autopsies, death certificates, health care facilities, providers and other sources. Access to the databases will be strictly limited to designated FIMR users and hard copies of all files will be maintained in locked storage.
- b. The Grantee shall monitor and maintain the confidentiality of FIMR verbal and written communications. All FIMR CRT and CAT volunteers will be required to sign an agreement to confidentiality, acknowledging the possible civil and criminal consequences of any breach of confidence. FIMR committee meetings will not be subject to public meeting standards.
- c. The Grantee shall recruit members of two (2) teams assigned to complete the key components of the FIMR process in order to insure a diverse group of qualified professionals. The first team shall be labeled the FIMR CRT which has the responsibility of investigating and data gathering related to fetal and infant mortality. The second team,

the FIMR CAT, composed of volunteer members and FIMR staff, will review CRT recommendations, prioritize identified issues and design and implement interventions to improve systems and resources. The CAT should implement a minimum of five (5) infant mortality reduction interventions during the contract period. A listing of the respective team members and any changes, as they occur, shall be submitted to the State.

- d. The Grantee shall report factors to the State, related to the causes of fetal and infant deaths by the identification of social, economic, cultural, safety, health disparity, and other factors. The Grantee will report factors to the State in an annual report to be submitted within forty-five (45) days following the end of the contract.
- e. The Grantee shall develop supportive partnerships and collaborations to support the infrastructure of a FIMR program, such as the March of Dimes, professional obstetrics and pediatric organizations, medical-based universities, community leaders, private businesses, children advocacy groups and other key stakeholders.
- f. The Grantee will attend the FIMR meeting that is held in Nashville annually.

A.6. Service Reporting – FIMR.

- a. The Grantee shall submit to the State quarterly reports on progress toward the FIMR goals and objectives.
- b. The Grantee shall submit to the State an annual report forty-five (45) days after the end of the contract period. Based on CAT recommendations, the annual report will include a minimum of five (5) strategies which the Grantee has implemented to improve health outcomes for women, infants and families as it relates to the identified causes of mortality. The report will include information related to the causes of fetal and infant deaths reviewed such as social economic, cultural, safety, health disparities and other factors.

A.7. Service Deliverables – FIMR.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Requested Format</b>
Monitor and maintain the security of statistics	A.5.a.	On-going	Not Applicable	Not Applicable
Monitor and maintain the confidentiality of FIMR verbal and written communications	A.5.b.	On-going	Not Applicable	To Be Determined
Recruit members of two (2) teams as indicated and submit names to the State.	A.5.c.	On-going	State Infant Mortality Director	Electronically
Develop supportive partnerships and collaborations as indicated.	A.5.e.	On-going	Grantee's community	To Be Determined
Attend FIMR meeting in Nashville annually.	A.5.f.	To Be Determined	Not Applicable	In person
Submit quarterly FIMR report	A.6.a.	45 days after the end of each quarter	State Infant Mortality Program Director	Electronically

A. 8. Service Goals-Community Infant Mortality Reduction.

- a. To enhance the capacity of Hamilton County to reduce infant mortality and improve birth outcomes, including reducing the incidence of low birth weight and prematurity.

- b. To reduce infant mortality and improve birth outcomes
- c. To reduce health disparities
- A.9. Service Recipients-Community Infant Mortality Reduction. Service recipients are members of the community in Hamilton County.
- A.10. Service Description-Community Infant Mortality Reduction.
- a. The Grantee shall develop and implement a plan to reduce infant mortality and improve birth outcomes in the community. The plan shall align with one (1) or more elements of the “Tennessee Public Health Strategic Plan to Improve Birth Outcomes and Reduce Infant Mortality.”
- b. The Grantee shall submit the plan to the State, along with any necessary budget revisions, for approval by July 15, 2015. Upon approval, the plan shall be incorporated as an addition to the Scope of Services.
- A.11. Service Reporting – Community Infant Mortality Reduction. The Grantee shall submit to the State quarterly reports on progress toward the goals and objectives outlined in the plan described in A.10.a. The State and the Grantee will mutually agree upon the reporting format at the time that the plan is approved.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Requested Format</b>
Submit a plan to reduce infant mortality and improve birth outcomes in the community	A.10.a.	July 15, 2015	State Infant Mortality Program Director	Electronic ally
Implement a plan to reduce infant mortality and improve birth outcomes in the community	A.10.a.	After approval of Community Infant Mortality Reduction plan by the State	Grantee's Community	To Be Determined
Submit quarterly progress reports	A.11.	45 days after the end of each quarter	State Infant Mortality Program Director	Electronic ally

- A.12. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination concerning acceptance of the work performed under this Contract. All “To Be Determined” instances mentioned in the document shall be proposed by the Grantee and accepted by the State.
- 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 subsection b. below); and

- b. the Grantee's most current approved Infant Mortality Plan based on one (1) or more elements of the "Tennessee Public Health Strategic Plan to Improve Birth Outcomes and Reduce Infant Mortality."

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thirty Thousand Dollars (\$230,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: [rachel.heitmann@tn.gov](mailto:rachel.heitmann@tn.gov)

By regular mail:

Rachel Heitmann, Program Director  
Fetal Infant Mortality Review (FIMR)  
Division of Family Health and Wellness  
Tennessee Department of Health  
8<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, Tennessee 37243

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

- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

#### **D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. 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:

Rachel Heitmann, Project Director  
Fetal Infant Mortality Review Program  
Tennessee Department of Health  
Andrew Johnson Tower, 8<sup>th</sup> Floor  
710 James Robertson Parkway  
Nashville, TN 37243  
Email Address: [Rachel.Heitmann@tn.gov](mailto:Rachel.Heitmann@tn.gov)  
Telephone # 615-741-0368  
FAX # 615-741-1063

The Grantee:

Rebekah Barnes, Administrator  
Chattanooga-Hamilton County Health Department  
921 East Third Street  
Chattanooga, TN 37403  
Email Address: [BeckyB@hamiltontn.gov](mailto:BeckyB@hamiltontn.gov)  
Telephone # 423-209-8000  
FAX # 423-209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the

grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-

702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an Attachment 4 to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event

results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

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

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**HAMILTON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

Chattanooga Hamilton County Health Department COUNTY GOVERNMENT - LOCAL HEALTH SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$125,600.00	\$0.00	\$125,600.00
2	Benefits & Taxes	\$52,700.00	\$0.00	\$52,700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$29,800.00	\$0.00	\$29,800.00
6	Telephone	\$400.00	\$0.00	\$400.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$15,000.00	\$0.00	\$15,000.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$6,200.00	\$0.00	\$6,200.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$100.00	\$0.00	\$100.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$230,000.00</b>	<b>\$0.00</b>	<b>\$230,000.00</b>

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

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

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 2)**

<b>SALARIES</b>	<b>Longevity</b>	<b>AMOUNT</b>
Barbara Breedwell, Senior Secretary	\$ 2,525.75 x 12 x 50% + \$ 338	\$15,492.50
Varissia Chapman, Public Health Nurse	\$ 2,176.46 x 12 x 100%	\$26,117.52
Lisa, Vincent, Nurse Manager	\$ 4,837.73 x 12 x 100%	\$58,052.76
Sheila Jones, Public Health Nurse	\$ 2,517.43 x 12 x 8%	\$2,416.73
First Name, Last Name, Public Health Rep (PT)	\$ 1,791.99 x 12 x 100%	\$21,503.88
Overtime	\$ 166.67 x 12 x 100%	\$2,000.04
<b>TOTAL ROUNDED</b>		<b>\$125,600.00</b>

<b>TRAVEL / CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
CRT/CAT Meetings	\$3,600.00
Local Travel	\$2,600.00
<b>TOTAL</b>	<b>\$6,200.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

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

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes

These services are for  medical services

non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION

FOR FISCAL USE ONLY

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**ATTACHMENT:**

## Instructions & Hints

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

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

Retain this file in blank form

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

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

**name of agency REPORTING PERIOD END.xls**

**do not abbreviate the agency name**

example: davidson county health MARCH 02.xls

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

Reporting periods are based on the Agency's fiscal year

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

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

Abbreviations - do not abbreviate the Agency name

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

### THE WORKSHEET IS NOT PROTECTED

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

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

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

Expense and Revenue pages can show information for 2 contracts

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

Use additional expense and revenue pages for more than 2 contracts

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

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

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

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

Report by program within the State Contract Number within State Department

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

Do not combine State Contract Numbers

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

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

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

Do not send invoices with expense reports

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

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

e-mail filing replaces mailing forms

Mailing Address:

Doug Curry

Telephone 615-532-7115

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**

**SCHEDULE A**

**EXPENSE BY OBJECT LINE-ITEMS**

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

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

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

**Line 1 Salaries And Wages**

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

**Line 2 Employee Benefits & Payroll Taxes**

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

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

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

**Line 5 Supplies**

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

**Line 6 Telephone**

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

**Line 7 Postage And Shipping**

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

**Line 8 Occupancy**

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

**Line 9 Equipment Rental And Maintenance**

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

**Line 10 Printing And Publications**

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

**Line 11 Travel**

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

**Line 12 Conferences And Meetings**

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

**Line 13 Interest**

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

**Line 14 Insurance**

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

**Line 15 Grants And Awards**

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

**Line 16 Specific Assistance to Individuals**

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

**Line 17 Depreciation**

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

**Line 18 Other Non-personnel Expenses**

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

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

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

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

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

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

**Line 23 Total Direct And Administrative Expenses**

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

**Line 24 In-Kind Expenses**

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

Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

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

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

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

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

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

**Line 32 Reimbursable State Program Funds**

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

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

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

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

**Line 35 Other State Funds**

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

**Line 36 Other Government Funds**

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

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

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

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

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

**Line 39 Program Income**

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

**Line 40 Other Matching Revenue**

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

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

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

**Line 43 Total Revenue**

Add lines 33, 41, and 42

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

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

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

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

**Line 52 OTHER UNALLOWABLE EXPENSES:**

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

**Line 53 EXCESS ADMINISTRATION:**

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

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

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

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

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

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

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

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

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

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

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

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

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

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

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

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

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

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

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

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

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

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

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

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:  
Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_  
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_  
Cost step down. \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #  
 Contract Number  
 Grant Period  
 Program Name  
 Service Name

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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



# Hamilton County Board of Commissioners RESOLUTION

No. 315-41

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A TWO-YEAR \$250,000.00 GRANT, BEGINNING APRIL 1, 2015 AND ENDING MARCH 31, 2017, FROM THE OFFICE ON VIOLENCE AGAINST WOMEN (OVW) TO CONTINUE SUPERVISED VISITATION AND EXCHANGE SERVICES FOR ELIGIBLE FAMILIES.**

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

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

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

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

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

The County Mayor is hereby authorized to accept a two-year agreement (copies available upon request) between Hamilton County and the Department of Justice OVW to provide supervised visitation and exchange services in the amount of \$250,000.00 for eligible families.

**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

March 18, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 315-42

**A RESOLUTION APPROPRIATING TWENTY THOUSAND DOLLARS (\$20,000.00) TO THE MOUNTAIN EDUCATION FOUNDATION FROM THE DISCRETIONARY FUNDS OF COMMISSION DISTRICT TWO.**

**WHEREAS,** the Mountain Educational Foundation (MEF), a 501 (c) (3) organization, was formed to provide ongoing financial support to achieve and maintain excellence in the public schools located on Signal Mountain, Hamilton County, Tennessee; and

**WHEREAS,** MEF provides financial assistance for items such as books, computer equipment, art instruction, teachers, and other education resources to the students attending Hamilton County Public Schools located on Signal Mountain; and

**WHEREAS,** the County Commissioner for District 2 has expressed a desire to assist MEF by allocating Twenty Thousand Dollars (\$20,000.00) of discretionary funds of District 2 to assist MEF in its mission; and

**WHEREAS,** said allocation is deemed in the best interest of the citizens of Hamilton County.

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

That the sum of Twenty Thousand Dollars (\$20,000.00) is hereby appropriated to the Mountain Education Foundation from those discretionary funds attributed to County Commission District Two.

**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

March 18, 2015

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 315-43

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

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

**WHEREAS,** Choo Choo Partners, LP (the "Company") is contemplating the renovation of converting ninety-seven (97) hotel rooms located in Building 2 to multi-family apartments (collectively, the "Project") and because of the substantial economic benefits to the City and Hamilton County resulting from the Project, has asked the Board, the City Council, and the County Commission (the "Commission") to approve payments in lieu of ad valorem taxes; and

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

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

That we do hereby find that the Project is in the best interest of Hamilton County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Board's public purposes; and

That, having made such a finding in this instance, we do hereby delegate to the Board the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for this purpose and this project only; and

That the County Mayor is hereby authorized to enter into an Agreement for Payments In Lieu Of Ad Valorem Taxes in substantially the form attached hereto, with such changes thereto as he shall approve.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

March 18, 2015

\_\_\_\_\_

Date

This Instrument Prepared By:  
Phillip A. Noblett, Deputy City Attorney  
100 E. 11<sup>th</sup> Street, Suite 200  
Chattanooga, TN 37402

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE** (the “Board”), a public corporation duly created and existing under the laws of the State of Tennessee, and **CHOO CHOO PARTNERS, L.P.** (the “Company”), a Delaware limited partnership.

**WITNESSETH:**

In consideration of the respective covenants and agreements hereinafter contained, the Board and the Company agree as follows:

ARTICLE I

**DEFINITIONS**

Section 1.01 Definitions. The following terms when used in this Agreement, unless the context shall clearly indicate another or different meaning or intent, shall be construed as follows:

“Act” means Chapter 333 of the Public Acts of 1969, as codified in Tennessee Code Annotated Sections 48-101-301 et seq., as heretofore amended and as hereafter amended from time to time.

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Company or the Board under any applicable bankruptcy, insolvency or similar law as now or hereafter in effect.

“Agreement” means this Lease Agreement as it now exists and as it may hereafter be amended.

“Board” means The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee, a public corporation duly created and existing under the Act, and its successors and assigns.

“City” means the City of Chattanooga, Tennessee.

“County” means Hamilton County, Tennessee.

The terms “default” and “event of default” mean any occurrence or event specified in Section 10.01 hereof.

The term “pending” with respect to any proceedings commenced by an Act of Bankruptcy means that such proceedings have not been dismissed, or are subject to further appeal.

“PILOT Agreement” means the Agreement for Payments in Lieu of Ad Valorem Taxes entered into by and among the Board, the Company, the City and the County.

“Project” means the multi-family rental housing project located on the Property.

“Property” means the real and personal property described in **Exhibit “A”** attached hereto, together with additions thereto, replacements thereof and substitutions therefor.

## ARTICLE II

### CERTIFICATIONS

Section 2.01 Certifications by Board. The Board makes the following certifications as the basis for the undertakings on its part herein contained:

(a) The Board is a public corporation of the State of Tennessee, duly organized and existing under the provisions of the Act. The Act authorizes the Board to acquire real and personal property constituting a “Project” under the Act.

(b) The Board has found and does hereby declare that the Project constitutes “multi-family housing facilities” qualifying as a “Project” under the Act and that the acquisition of the Project and the leasing of the same to the Company will be in furtherance of the public purposes for which the Board was created.

(c) The Board has been induced to enter into this undertaking by the promise of the Company to operate a housing facility in the State of Tennessee.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Board threatened, against or affecting the Board in any court or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would materially and adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Board is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

Section 2.02 Certifications by Company. The Company makes the following certifications as the basis for the undertakings on its part herein contained:

(a) The Company is a limited partnership duly formed under the laws of the State of Delaware, is in good standing under Delaware law, is fully qualified to do business in the State of Tennessee, has full power and authority to enter into this Agreement and to perform all obligations contained herein and therein, and has, by proper action, been duly authorized to execute and deliver this Agreement and, when executed and delivered by the parties thereto, this Agreement will constitute the valid and binding obligation of the Company enforceable in accordance with its terms.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein by the Company, nor the fulfillment of or compliance with the terms and conditions of this Agreement, does or will conflict with or result in a breach of the terms, conditions or provisions of any restriction or internal governing document of the Company or any agreement or instrument to which the Company is now a party or by which it is bound, or any existing law, rule, regulation, judgment, order or decree to which it is subject, or constitutes a default under any of the foregoing or, except as contemplated hereby, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement.

(c) There are no proceedings pending, or to the knowledge of the Company threatened, against or affecting the Company in any court or before any governmental authority, arbitration board or tribunal which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of the Company, or the ability of the Company to perform its obligations under this Agreement. The Company is not in default with respect to an order of any court, governmental authority, arbitration board or tribunal.

(d) No event has occurred and no condition exists with respect to the Company that would constitute an “event of default” under this Agreement, or which, with the lapse of time or with the giving of notice, or both, would become such an “event of default.”

### ARTICLE III

#### LEASING CLAUSES; WARRANTY OF TITLE

Section 3.01 Lease of Property. The Board hereby leases to the Company, and the Company hereby leases from the Board, the Property, for the consideration set forth in Section 5.03 hereof and in accordance with the provisions of this Agreement.

Section 3.02 Title. The Board will obtain upon the acquisition thereof good and marketable title to the Property, free from all encumbrances.

Section 3.03 Quiet Enjoyment. The Board covenants and agrees that it will warrant and defend the Company in the quiet enjoyment and peaceable possession of the Property, free from all claims of all persons whatsoever, throughout the Lease Term, so long as the Company shall perform the covenants, conditions and agreements to be performed by it hereunder, or so long as the period for remedying any default in such performance shall not have expired. If the Board shall at any time be called upon to defend the title to said property as aforesaid, it shall not be required to incur any costs or expenses in connection therewith unless indemnified to its satisfaction against all such costs and expenses.

#### ARTICLE IV

##### ACQUISITION, CONSTRUCTION AND INSTALLATION OF PROPERTY

Section 4.01 Agreement to Acquire, Construct and Install Project. The Company agrees that:

- (a) It will cause title in and to the Property to be vested in the Board.
- (b) It will acquire, construct and install the Project in the name of and on behalf of the Board.
- (c) It will complete the acquisition, construction and equipping of the Project as promptly as practicable.

#### ARTICLE V

##### EFFECTIVE DATE; DURATION OF LEASE TERM; CONSIDERATION

Section 5.01 Effective Date of this Agreement; Duration of Lease Term. This Agreement shall become effective upon its delivery, and the leasehold estate created hereunder shall then begin, and, subject to the other provisions of this Agreement, shall expire at midnight, December 31, 2024.

Section 5.02 Delivery and Acceptance of Possession. The Board agrees to deliver to the Company sole and exclusive possession of the Project, and the Company agrees to accept possession of the Project upon such delivery.

Section 5.03 Consideration for Lease. In consideration of the lease granted hereunder the Company agrees to:

- (a) Acquire, construct and install the Project as described in Section 4.01 hereof;
- (b) Operate the Project as a multi-family housing facility for its own benefit and for the benefit of the citizens of the County and the City; and

- (c) Make the payments required of it under the PILOT Agreement.

## ARTICLE VI

### MAINTENANCE: MODIFICATION: TAXES AND INSURANCE

Section 6.01 Maintenance and Modification of Property by Company. The Company agrees that throughout the term of this Agreement it will, at its own expense, keep the Property (i) in as reasonably safe condition as its operations shall permit, and (ii) in good repair and in good operating condition, normal wear and tear and obsolescence excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof.

Section 6.02 Removal of Personal Property Included in Project. The Board shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary personal property constituting a part of the Project. In any instance where the Company in its sole discretion determines that any items of such personal property have become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the Company may remove such items of personal property and (on behalf of the Board) sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Board therefor.

Section 6.03 Taxes, Other Governmental Charges and Utility Charges. The Board and the Company acknowledge that under present law the Project will be exempt from taxation in the State of Tennessee. The Company will pay, as the same become lawfully due and payable, (i) all taxes and governmental charges of any kind whatsoever upon or with respect to the Project and (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

The Company may, at its own expense and in its own name, in good faith contest any such taxes, assessments or other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. The Board will cooperate fully with the Company in any such contest.

Section 6.04 Maintenance of Insurance. Throughout the term of this Agreement, the Company shall keep the Property continuously insured against such risks as are customarily insured against with respect to property similar to the Property by businesses of like size and type (other than business interruption insurance), paying as the same become due all premiums in respect thereto.

Section 6.05 Indemnification of Board. The Company shall and hereby agrees to indemnify and save the Board and its officers, directors, agents, servants and employees harmless from and against all claims by or on behalf of any person, firm or corporation arising

from the conduct or management of, or from any work or thing done on, the Property during the term of this Agreement, and against and from all claims arising during the term of this Agreement, from

- (a) any condition of the Property caused by the Company;
- (b) any breach or default on the part of the Company in the performance of any its obligations under this Agreement; and
- (c) any act of negligence of the Company or of any agents, contractors, servants, employees or licensees of the Company or of any assignee or sublessee of the Company.

The Company shall indemnify and save the Board and its officers, directors, agents, servants and employees harmless from and against all costs and expenses incurred in or in connection with any action or proceeding brought thereon, and, upon notice from the Board, the Company shall defend the Board and any such officer, director, agent, servant or employee or any of them in any such action or proceeding.

Section 6.06 Board Expenses. In addition to other payments required to be made by the Company hereunder, the Company shall pay any reasonable expenses not specifically mentioned herein which are incurred by the Board in connection with the Property or this Agreement.

Section 6.07 Depreciation and Investment Credit. The Board covenants and agrees that depreciation expenses and investment tax credit, if any, with respect to the Project shall be made available to the Company, and the Board will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation expenses or investment tax credit, but the Board shall have no responsibility or liability for failure of the Company to receive any such expenses or credits.

## ARTICLE VII

### DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.01 Damage and Destruction. If during the term hereof the Property is damaged by fire or other casualty, the Board shall cause the proceeds received by it from insurance to be paid to the Company for application in one or both of the following ways, as shall be determined by the Company:

- (a) Repair, rebuilding or restoration of the property damaged.
- (b) Reimbursement to the Company for loss in value of its interest in the Property.

Section 7.02 Condemnation of Property. If title in and to, or the temporary use of, the Property or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Board shall cause the proceeds received by it from any award made in such eminent domain proceeding to be paid to the Company for application in one or more of the following ways, as shall be determined by the Company:

(a) Restoration of the Property to substantially the same condition as existed prior to the exercise of said power of eminent domain.

(b) Acquisition, by construction or otherwise, of other property having substantially the same use and utility as the property taken in such proceedings (which property will be deemed a part of the Property available for use by the Company under this Agreement).

(c) Reimbursement to the Company for loss in value of its interest in the Property.

The Board shall cooperate fully with the Company in the handling and conduct of any prospective or pending eminent domain proceeding with respect to the Property or any part thereof and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the Board. In no event will the Board voluntarily settle, or consent to the settlement of, any prospective or pending eminent domain proceeding with respect to the Property or any part thereof without the written consent of the Company.

## ARTICLE VIII

### SPECIAL COVENANTS

Section 8.01 No Warranty of Condition or Suitability by Board. The Board makes no warranty, either express or implied, as to the condition of the Property or that it will be suitable for the purposes or needs of the Company. The Company releases the Board from, agrees that the Board shall not be liable for, and agrees to hold the Board and its officers, directors, agents, servants and employees harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Property or the use thereof. The members of the Board of Directors of the Board shall incur no liability either individually or collectively by reason of the obligations undertaken by the Board hereunder.

Section 8.02 Identification of Personal Property Included in Project. The Company will at all times maintain in its permanent records a complete list of the personal property constituting a part of the Project, which will specifically identify each item of such personal property as being property of the Board.

## ARTICLE IX

### ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING

Section 9.01 Assignment or Subleasing. This Agreement may be assigned and the Property be subleased, as a whole or in part, by the Company without the prior written consent of the Board provided that:

(a) No assignment shall relieve the Company from primary liability for any of its obligations hereunder, and, in the event of any such assignment, the Company shall continue to remain primarily liable for performance and observance of the agreements on its part herein provided to be performed and observed by it to the same extent as though no assignment had been made.

(b) The assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased.

(c) The Company shall, within thirty (30) days after the execution and delivery thereof, furnish or cause to be furnished to the Board a true and complete copy of each such assignment, sublease and assumption of obligation, as the case may be.

Section 9.02 Restrictions on Sale of Property by Board. The Board agrees that, except for transactions effected in accordance with Section 11.03 hereof and except as requested by the Company, it will not sell, assign, mortgage, transfer or convey the Property during the Lease Term or create or suffer to be created any debt, lien or charge on the rents, revenues or receipts arising out of or in connection with its ownership of the Property, and it will not take any other action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes; provided, that if the laws of the State of Tennessee at the time shall permit, nothing contained in this Section shall prevent the consolidation of the Board with, or merger into, or transfer of the Property as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning, leasing and selling of the Property; provided that such consolidation, merger or transfer shall be authorized by the governing body of the State of Tennessee.

## ARTICLE X

### EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default Defined. The following shall be “events of default” under this Agreement, and the terms “event of default” or “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Board or the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of thirty

(30) days after written notice specifying such failure and requesting that it be remedied is given to one party by the other, unless the one giving notice shall agree in writing to an extension of such time prior to its expiration. If a failure under this Section 10.01(a) is such that it can be corrected but not within the applicable period, it shall not constitute an event of default if appropriate corrective action is instituted within the applicable period and diligently pursued until the default is corrected.

(b) A voluntary Act of Bankruptcy or an Act of Bankruptcy which, if resulting from the filing or commencement of involuntary proceedings against the Company or the Board, is not dismissed or discharged within sixty (60) days of the filing or commencement thereof.

The foregoing provisions of subsection (a) of this Section are subject to the following limitations: if by reasons of force majeure, the Board or the Company is unable in whole or in part to carry out the agreements on its part herein referred to, the failure to perform such agreements due to such inability shall not constitute an event of default nor shall it become an event of default upon appropriate notification or the passage of this stated period of time. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the State of Tennessee or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires, hurricanes, tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Board or the Company. The Board and the Company agree, however, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Board or the Company, as the case may be and the Board and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Board or the Company, unfavorable to it.

Section 10.02 Remedies on Default. Whenever any event of default referred to in Section 10.01 hereof shall have occurred and be subsisting, the Board or the Company, as the case may be, may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

## ARTICLE XI

### OPTIONS IN FAVOR OF COMPANY

Section 11.01 Options to Terminate. The Company shall have the following options to cancel or terminate the term of this Agreement:

(a) At any time, the Company may terminate the Lease Term by giving written notice to the Board of such termination.

(b) At any time, the Company may terminate this Agreement as to a part of the Property by giving written notice to the Board of such termination, and such termination shall forthwith become effective as to that part of the Property.

Section 11.02 Option to Purchase Property. Upon termination or expiration of the Lease Term or termination of this Agreement as to a part of the Property, the Company shall have, and is hereby granted, the option to purchase the Property or that part of the Property as to which the Agreement has been terminated, as the case may be, for the purchase price, in each case, of One Dollar (\$1.00). This option may be exercised whether or not the Company is in default hereunder.

Section 11.03 Conveyance on Exercise of Option. Upon exercise of the option granted above, the Board will, upon receipt of the purchase price, deliver to the Company documents conveying to the Company title to the Property or part of the Property, as the case shall be, by appropriate deeds and bills of sale, subject only to

(a) those liens and encumbrances, if any, to which title to said property was subject when conveyed to the Board;

(b) those liens and encumbrances created by or with the consent of the Company; and

(c) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Agreement.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class United States mail, postage prepaid, or sent by telegram addressed as follows:

Board:	The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee c/o Phillip A. Noblett, Deputy City Attorney Suite 200, 100 E. 11 <sup>th</sup> Street Chattanooga, TN 37402
--------	---

Company: Choo Choo Partners, L.P.  
c/o Kinsey Probasco Hays LLC  
201 West Main Street  
Suite 100  
Chattanooga, Tennessee 37408

Any such person may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

Section 12.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Company, the Board, and their respective successors and assigns.

Section 12.03 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.05 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope, extent or intent of any provision or Section hereof.

Section 12.06 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee.

**IN WITNESS WHEREOF**, the Board and the Company have caused this Agreement to be duly executed in their respective corporate names, all as of the date first above written.

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

ATTEST:

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

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

CHOO CHOO PARTNERS, L.P.  
By LKA, LLC

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

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Personally appeared before me, \_\_\_\_\_, Notary Public, \_\_\_\_\_ and \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Chairman and Secretary of the Maker, THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, and are authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Personally appeared before me, \_\_\_\_\_, Notary Public, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the Manager of LKA, LLC, General Partner of the Maker, CHOO CHOO PARTNERS, L.P., a Delaware limited partnership, and is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**TO LEASE**

**REAL PROPERTY**

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, STATE OF TENNESSEE:

**PERSONAL PROPERTY**

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

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

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and among THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”); CHOO CHOO PARTNERS, L.P., a Delaware limited partnership (the “Company”); the CITY OF CHATTANOOGA (the “City”); and HAMILTON COUNTY (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE (“Trustee”), and by WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY (“Assessor”).

**WITNESSETH:**

**WHEREAS**, the Company is contemplating the conversion of an existing hotel structure (Building No. 2) located on the Chattanooga Choo Choo Property at 1400 Market Street, Chattanooga, Hamilton County, Tennessee into residential multi-family rental property consisting of ninety-seven (97) units (the “Project”) and has requested the Board’s assistance in the financing of the Project; and

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

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

**WHEREAS**, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §48-101-301, et seq.,

all such property will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §48-101-312; and

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

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

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

**WHEREAS**, the Company and the Board have agreed that all In Lieu Payments made to the Board by the Company shall be paid to the Trustee, who shall disburse such amounts to the general funds of the City and the County in accordance with the requirements specified herein; and

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

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

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

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

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

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

4. Amount of Payments by the Company.

(a) Land. For each of the years 2016 and thereafter, the Company shall make payments with respect to the Property in an amount equal to one hundred percent (100%) of all City and County annual ad valorem property taxes levied on the value of the land of the associated Property. The intent is for the City and County to continue receiving throughout the term of this Agreement all taxes assessed as to the value of the land exclusive of the improvements.

(b) Improvements. After construction is completed and the Assessor of Property has reassessed the then improved Property, the Company shall make In Lieu Payments in the amount required to satisfy the Hamilton County Schools portion of the property taxes that would be due on the Property (as improved) if it were subject to taxation (the “School Portion”), which the parties acknowledge and agree currently equates to 27.1% of the amount of the total City and County taxes that would have been payable on the Property if it were subject to property taxes. In Lieu Payments on the improvements will be as follows:

Year	City General Fund (1)	County General Fund (1)	County School Fund (1)
2015 - 2027	0%	0%	100%
2028	20%	20%	100%
2029	40%	40%	100%
2030	60%	60%	100%
2031	80%	80%	100%
2032	100%	100%	100%

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

As noted above, during such years 2028 to 2031, the Company shall continue to pay the School Portion attributable to the Hamilton County Schools. For any periods before or after such

16-year period that the Property is owned by the Board, the Company shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

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

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

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees.

(c) If the Company should fail to reserve for lease at least Twenty (20%) percent of the available units in the Project to persons whose income does not exceed Eighty (80%) percent of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development, then the City and the County reserve the right but are not obligated to adjust the terms and conditions of the tax abatement granted to the Company under this Agreement for the Tax Abatement Period by requiring the

Company to pay an additional amount of the In Lieu Payments on the Property. The County and the City shall look solely to the Company for any repayment obligations.

6. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Paragraph 4 for the benefit of the City general fund shall be disbursed to the general funds of the City in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County general fund shall be disbursed to the general fund of the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be placed into an account for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated § 7-53-305.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of

the amount of the In Lieu Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Annual Report. The Company will provide, on or before January 31 of each calendar year during this Agreement, an annual report to the Board, the Mayor of the City, and the Mayor of the County, summarizing its investment in the Property and a certified rent roll.

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

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

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

supplying information for completion of leasehold taxation questionnaires with respect to the Property.

12. Stormwater Fees. In addition to the in-lieu-of payments specified herein, the Company shall be responsible for all stormwater fees assessed by the City of Chattanooga against the Real Property.

13. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City or the Board, c/o Mr. Phillip A. Noblett, Suite 200, 100 E. 11<sup>th</sup> Street, Chattanooga, Tennessee 37402; if to the County, c/o Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402-1956; if to the Company, 201 West Main Street, Suite 100, Chattanooga, Tennessee 37408; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, Express Mail, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid.

14. Assignability; No Waiver; Remedies. The Company may not assign this Agreement, or any part hereof, without prior written approval of the Chattanooga City Council and the Hamilton County Board of Commissioners. Any attempt to assign without such approval shall be void and shall constitute grounds for the cancellation of this Agreement at the option of the Board, the City, and/or the County. No failure on the part of any party hereto, and

no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

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

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

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

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

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

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

***[Signature Page Follows]***

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

ATTEST:

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

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

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

CHOO CHOO PARTNERS, L.P.  
By LKA, LLC, General Partner

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

CITY OF CHATTANOOGA, TENNESSEE

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

HAMILTON COUNTY, TENNESSEE

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

WILLIAM F. HULLANDER

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

WILLIAM C. BENNETT

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

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

REAL PROPERTY

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, STATE OF TENNESSEE:

Being a portion of the Choo Choo Partners LP property described in Deed Book 3572, Page 420, in the Register's Office of Hamilton County, Tennessee, and being more particularly described as follows:

Beginning at a point on the North right-of-way of East 14<sup>th</sup> Street and being North 64 degrees 59 minutes 23 seconds West 32.60 feet from the intersection of said right-of-way with the East right-of-way of Passenger Street; thence with and along the North right-of-way of East 14<sup>th</sup> Street, North 64 degrees 59 minutes 23 seconds West 384.19 feet to a point; thence leaving said right-of-way, North 24 degrees 57 minutes 51 seconds East 20.50 feet to a point; thence South 65 degrees 02 minutes 09 seconds East 8.16 feet to a point; thence North 24 degrees 57 minutes 51 seconds East 17.04 feet to a point; thence South 65 degrees 02 minutes 09 seconds East 29.41 feet to a point; thence North 20 degrees 13 minutes 17 seconds East 74.43 feet to a point; thence South 78 degrees 42 minutes 10 seconds East 98.22 feet to a point; thence North 58 degrees 46 minutes 48 seconds East 26.62 feet to a point; thence South 80 degrees 06 minutes 38 seconds East 47.81 feet to a point; thence North 25 degrees 00 minutes 12 seconds East 8.33 feet to a point; thence South 65 degrees 00 minutes 38 seconds East 25.62 feet to a point; thence North 22 degrees 59 minutes 17 seconds East 6.10 feet to a point; thence South 64 degrees 42 minutes 12 seconds East 31.75 feet to a point; thence south 76 degrees 31 minutes 28 seconds East 29.51 feet to a point; thence North 85 degrees 19 minutes 40 seconds East 53.84 feet to a point; thence North 82 degrees 05 minutes 47 seconds East 39.58 feet to a point; thence South 18 degrees 38 minutes 55 seconds East 42.02 feet to a point; thence South 25 degrees 02 minutes 06 seconds West 120.15 feet to a point; thence South 24 degrees 02 minutes 53 seconds West 87.44 feet to the Point of Beginning. Being and containing 61,616 square feet or 1.415 acres, more or less.

PERSONAL PROPERTY

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