

# Hamilton County Board of County Commissioners

## AGENDA

June 04, 2014

### ROLL CALL

INVOCATION - Commissioner Haynes

PLEDGE TO THE FLAG - Commissioner Haynes

- Minutes                    Recessed Meeting - May 14, 2014
- Minutes                    Agenda Session - May 14, 2014
- Minutes                    Regular Meeting - May 21, 2014
- Res. No. 614-1            A Resolution to approve and accept applications for notary public positions, the bonds of Hamilton County 911 Emergency Communications District, and oath of Deputy Sheriff.
- Report                    Trustee Excess Fee Report - April 2014
- Report                    Trustee Monthly Report - April 2014
- Report                    Criminal Court Clerk Report - April 2014
- Res. No. 614-2            A Resolution authorizing the appointment and/or reappointment of representatives to the Hamilton County Community Corrections Advisory Board.
- Res. No. 614-3            A Resolution to reappoint T. W. Francescon, Jr., William Madison, and Robert Lewis, and to appoint Miranda Perez to the Hamilton County Employee Appeals Board for terms as indicated respectively.
- Res. No. 614-4            A Resolution ratifying the purchase of election ballots for the May 6, 2014 Primary Election amounting to \$24,879.73 from Mid-West Printing Company for the Election Commission and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 614-5            A Resolution accepting the bid of Mountain View Ford Lincoln for police vehicle equipment and up-fit installations amounting to \$31,160.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 614-6            Resolution No. 614-6 was not used.
- Res. No. 614-7            A Resolution authorizing the County Mayor to submit a joint application with the City of Chattanooga for a 2014 Justice Assistance Grant and approving the use of this grant by the Hamilton County Sheriff's Office.
- Res. No. 614-8            A Resolution accepting the unit price bid of Thomas Consultants, Inc. for Primex wireless clocks for the period beginning July 3, 2014 through July 2, 2015 for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 614-9            A Resolution authorizing the County Mayor to continue an agreement with Care Corporation of America Inc., dba The Health Center at Standifer Place, to utilize County inmates to perform laundry services at the former Hamilton County Nursing Home for a contract period beginning July 1, 2014 and ending June 30, 2015.
- Res. No. 614-10           A Resolution accepting the bids of Cowart Mulch Products and Lamar Shepard & Sons Mulch for one (1) year contract pricing, beginning July 3, 2014, through July 2, 2015, for double ground hardwood mulch for the Recreation Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 614-11           A Resolution accepting the bid of Sequatchie Concrete Service, Inc. for one (1) year contract pricing, beginning June 19, 2014, through June 18, 2015, for concrete blocks, masonry sand and mortar for the Maintenance Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 614-12           A Resolution authorizing the County Mayor to enter into and execute an "Offer to Purchase" relative to tract 30 (28-A) of the Enterprise South Industrial Park and authorizing the County Mayor to execute a deed and other necessary closing documents conveying said property to the purchaser listed hereinbelow upon payment of the sale price by the purchaser.

- Res. No. 614-13 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 2014-2015 contract period, in an amount not to exceed \$447,100 to provide TENNderCare Outreach Program Services.
- Res. No. 614-14 A Resolution adopting an amendment to Chapter 689 of the Private Acts of 1937, and any other acts amendatory thereto, relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act, as passed by the 108th General Assembly of the State of Tennessee.
- Res. No. 614-15 A Resolution adopting an amendment to Chapter 297 of the Private Acts of 1976, and any other acts amendatory thereto, relative to the Hospital Authority created to operate Baroness Erlanger Hospital, T. C, Thompson Children's Hospital and other facilities, as passed by the 108th General Assembly of the State of Tennessee.
- Res. No. 614-16 A Resolution adopting an amendment to Chapter 557 of the Private Acts of 1939, and any other acts amendatory thereto, relative to the Hamilton County Employees' Retirement Act, as passed by the 108th General Assembly of the State of Tennessee.
- Res. No. 614-17 A Resolution adopting an amendment to Chapter 557 of the Private Acts of 1939, and any other acts amendatory thereto, relative to the Hamilton County Employees' Retirement Act, as passed by the 108th General Assembly of the State of Tennessee.
- Res. No. 614-18 A Resolution adopting an Amendment to Chapter 689 of the Private Acts of 1937, and any other acts amendatory thereto, relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act, as passed by the 108th General Assembly of the State of Tennessee.
- Res. No. 614-19 A Resolution to make certain findings relating to the Plastic Omnium Auto Exteriors, L.L.C. project, to delegate certain authority to the industrial development board of the City of Chattanooga, and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.

## ANNOUNCEMENTS

### DELEGATIONS ON MATTERS OTHER THAN ZONING

*Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission*



**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 14, 2014**

**COMMITTEE ASSIGNMENTS**

Chairman Skillern indicated he had made the following committee assignments during the Recessed Meeting that preceded the agenda preparation session.

- Resolution No. 514-17 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- A Quarterly Investment Report would be submitted as a matter of record.
- Fee Official Reports would be submitted as a matter of record.
- An Order of Designation to the Planning Commission report would be submitted as a matter of record.
- Resolutions No. 514-18 through 514-28, 30, and 31 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolutions No. 514-29 was assigned to the Roads Committee, chaired by Commissioner Bankston.
- Resolutions No. 514-32 was assigned to the Legal Committee, chaired by Commissioner Fields.

**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Boyd announced that a run benefiting East Ridge elementary after-school programs would be held at Camp Jordan on May 17, 2014. He explained that the program provided food for underprivileged children in the East Ridge area in

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AGENDA PREPARATION SESSION  
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cases where evening meals are not provided in the home. He encouraged anyone interested to consider attending this event.

Chairman Skillern reported that the Department of Education would present their budget request to the Commission today at 12:30 PM in the Commission Room. He stated that budget presentations for various other county departments and non-profit organizations with increased requests had been made to the Commission yesterday at 9:00 AM in the Commission Room.

**DELEGATIONS**

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

Being no further business, Chairman Skillern declared the meeting adjourned.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 14, 2014**

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date



Clerk's Initials

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
MAY 14, 2014**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            May 14, 2014

**BE IT REMEMBERED**, that on this 14<sup>th</sup> day of May, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present and presiding was the Honorable Fred Skillern, 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 Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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

Commissioner Fields welcomed Pastor Mike Steele, Crossroads Baptist Church, who gave the invocation. Commissioner Fields led in the pledge to the flag.

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
MAY 14, 2014**

**PRESENTATION – YOUTH COURT MEMBERS – JUVENILE COURT**

Juvenile Court Judge Robert Philyaw welcomed a large group of members of the Hamilton County Youth Court. He reported that these students represented five county schools throughout various districts. He recognized students and representatives from the various schools at this time. He also expressed his appreciation to the student's parents for their involvement in this program, as well as other members of the community who gave of their time.

Judge Philyaw gave a detailed explanation of the various tasks and functions of the Youth Court. He emphasized the significant amount of time and diligence required by each student to become members of the Youth Court. He reported that after today's presentation, the group would be attending an attorney meeting at the M.L.K. building.

Members of the Commission personally congratulated and shook hands with members of the Commission at this time.

**COMMITTEE ASSIGNMENTS**

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

- Resolution No. 514-17 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
MAY 14, 2014**

- A Quarterly Investment Report would be submitted as a matter of record.
- Fee Official Reports would be submitted as a matter of record.
- An Order of Designation to the Planning Commission report would be submitted as a matter of record.
- Resolutions No. 514-18 through 514-28, 30, and 31 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolutions No. 514-29 was assigned to the Roads Committee, chaired by Commissioner Bankston.
- Resolutions No. 514-32 was assigned to the Legal Committee, chaired by Commissioner Fields.

There being no further business, Chairman Skillern declared the meeting adjourned.

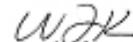
Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 21, 2014**

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

Regular Meeting  
May 21, 2014

**BE IT REMEMBERED**, that on this 21<sup>st</sup> day of May, 2014, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Fred Skillern, 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 Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, and Chairman Skillern. Commissioner Mackey arrived during the invocation and pledge to the flag. 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.

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Commissioner Fields welcomed Pastor Doug Plumlee, Ridgedale Baptist Church, who gave the invocation. Commissioner Fields led in the pledge to the flag.

**PRESENTATION – TENNESSEE COUNTY COMMISSIONERS ASSOCIATION**

Charles Curtiss, Executive Director of the Tennessee County Commissioners' Association (TCCA) addressed the Commission. He noted that during 32 years of public service, he had previously served as a fire chief, a County Commissioner, a County Executive, as well as ten terms on the General Assembly. He stated that he had distributed his contact information to each Commissioner. He made himself available to the Commission if his assistance was ever needed in the future.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Beck, that the minutes of the Recessed Meeting of April 30, 2014, the Agenda Preparation Session of April 30, 2014, and the Regular Meeting of May 7, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry,

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“Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9.  
Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**RESOLUTION NO. 514-17 A RESOLUTION TO APPROVE AND ACCEPT  
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, OATHS OF DEPUTY  
SHERIFFS, OATHS OF JUDICIAL COMMISSIONERS, AND THE OATH OF DEPUTY  
COUNTY TRUSTEES.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Bankston, to adopt Resolution No. 514-17. 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 Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**QUARTERLY INVESTMENT REPORT FOR QUARTER ENDING MARCH 31, 2014**

The quarterly investment report of Hamilton County government for the quarter ending March 31, 2014 was submitted as a matter of record of this meeting.

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**ORDER OF DESIGNATION**

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting of May 12, 2014.

**FEE OFFICIAL REPORTS**

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

Clerk & Master – December 2013 through February 2014  
Circuit Court Clerk – December 2013 through February 2014  
County Trustee – January through March 2014  
County Clerk – January through March 2014  
Register of Deeds – January through March 2014

**RESOLUTION NO. 514-18 A RESOLUTION ACCEPTING THE PROPOSAL OF LEXISNEXIS VITALCHEK NETWORK, INC. TO PROVIDE ON-LINE AND TOLL FREE PAYMENT SERVICES FOR THE OFFICE OF THE HAMILTON COUNTY CRIMINAL COURT CLERK AS WELL AS OTHER HAMILTON COUNTY OFFICES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

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Commissioner Graham provided details regarding Resolution No. 514-18 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 514-18. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 514-19 through 514-22 be considered at this time.

**RESOLUTION NO. 514-19 A RESOLUTION ACCEPTING THE BID OF INSIGHT PUBLIC SECTOR FOR TWENTY-THREE (23) IN-CAR VIDEO CAMERA SYSTEMS AMOUNTING TO \$104,407.58 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

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**RESOLUTION NO. 514-20 A RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) PORTABLE RADIOS AND ACCESSORIES AMOUNTING TO \$57,525.68 FROM MOTOROLA SOLUTIONS, INC. FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 514-21 A RESOLUTION APPROVING A SOFTWARE SUPPORT AND MAINTENANCE CONTRACT FROM ESRI, INC. FOR ONE (1) YEAR, BEGINNING JUNE 9, 2014, THROUGH JUNE 8, 2015, FOR THE GEOGRAPHIC INFORMATION SYSTEMS DEPARTMENT AMOUNTING TO \$74,329.03 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 514-22 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF APRIL 1, 2014, THROUGH APRIL 30, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham provided details regarding Resolutions No. 514-19 through 514-22 and stated that the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION  
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**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 514-19 through 514-22. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 514-23 through 514-26 be considered at this time.

**RESOLUTION NO. 514-23 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE TIME PERIOD SEPTEMBER 30, 2014 THROUGH SEPTEMBER 30, 2015, IN AN AMOUNT NOT TO EXCEED \$357,500 TO PROVIDE PARENTS ARE FIRST TEACHERS (PAFT) SERVICES IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH'S MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM (MIECHV).**

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**RESOLUTION NO. 514-24 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEATH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION GRANT-IN-AID CONTRACT FOR \$371,300 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO SUPPORT THE DELIVERY OF PUBLIC HEALTH SERVICES FOR FISCAL YEAR JULY 1, 2014 - JUNE 30, 2015.**

**RESOLUTION NO. 514-25 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, 2014 THROUGH JUNE 30, 2015, IN THE AMOUNT OF \$230,000 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.**

**RESOLUTION NO. 514-26 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN AN ENDOWMENT GRANT CONTRACT WITH THE**

**HAMILTON COUNTY COMMISSION  
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**TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE HEALTH CARE SAFETY  
NET PRIMARY CARE SERVICES IN HAMILTON COUNTY FOR THE TIME PERIOD  
JULY 1, 2014 THROUGH JUNE 30, 2015, IN THE AMOUNT OF \$102,292.**

Commissioner Graham provided details regarding Resolutions No. 514-23 through 514-26 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolutions No. 514-23 through 514-26. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 514-27 and 514-28 be considered at this time.

**RESOLUTION NO. 514-27 A RESOLUTION APPROVING THE PURCHASE OF ONE  
(1) INTERNATIONAL 7600 TRUCK FROM LEE-SMITH, INC. AMOUNTING TO**

**HAMILTON COUNTY COMMISSION  
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**\$120,000.00 FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 514-28 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A UTILITY RELOCATION AGREEMENT WITH EASTSIDE UTILITY DISTRICT FOR AN AMOUNT NOT TO EXCEED \$35,294.34 FOR RELOCATION OF A WATER LINE TO ALLOW THE CONSTRUCTION OF A ROUND-ABOUT AT STANDIFER GAP ROAD AND OOLTEWAH RINGGOLD ROAD.**

Commissioner Graham provided details regarding Resolutions No. 514-27 and 514-28 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Henry, to adopt Resolutions No. 514-27 and 514-28. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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**RESOLUTION NO. 514-29 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO CHANGE THE NAME OF THE FOLLOWING DISTRICT ROAD: BELLA POINTE DRIVE TO BELLA POINT.**

Commissioner Bankston provided details regarding Resolution No. 514-29 and stated that the Roads Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Fields, to adopt Resolution No. 514-29. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 514-30 and 514-31 be considered at this time.

**RESOLUTION NO. 514-30 A RESOLUTION ACCEPTING THE PROPOSAL OF NATIONAL REIMBURSEMENT GROUP (NRG) FOR A COMPREHENSIVE MANAGEMENT SERVICE TO PROVIDE AND MAINTAIN AN E.M.S. ELECTRONIC**

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**DATA SYSTEM FOR HAMILTON COUNTY AND AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT FOR THE AMOUNT OF \$200,000 ALONG WITH AN ONGOING FEE OF 4.25% OF CASH COLLECTED THROUGH EMERGENCY MEDICAL SERVICES.**

**RESOLUTION NO. 514-31 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A \$516,000 FASTTRACK INFRASTRUCTURE GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR A PUBLIC INFRASTRUCTURE PROJECT JOINTLY FUNDED BY THE STATE AND COCA-COLA BOTTLING COMPANY UNITED, INC.; AND TO SIGN ANY AND ALL GRANT RELATED CONTRACTS AND DOCUMENTS.**

Commissioner Graham provided details regarding Resolutions No. 514-30 and 514-31 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolutions No. 514-30 and 514-31. The motion was not voted on at this time.

Commissioner Graham provided further details regarding Resolution No. 514-30. He explained that by National Reimbursement Group (NRG) providing a comprehensive management service and maintaining an EMS electronic data system, it was expected

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that County Emergency Medical Services (EMS) staff could be reduced from nine members to approximately five, depending on how well the service works.

Commissioner Mackey questioned whether the reduction in county staff would be through attrition.

Commissioner Graham and Mayor Coppinger responded that the reduction would result both from attrition and by the lateral movement of current staff members to other positions in the County.

Mayor Coppinger also noted that current staff would be needed for some time in order to resolve outstanding billing issues. It was not uncommon for some of these issues to take a year or more to resolve. He emphasized that the reason it took this long was typically due to Medicaid or Medicare and not through any negligence on the part of county employees.

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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman

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Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 514-32 A RESOLUTION TO ADOPT THE REFORMATTED AND REORGANIZED HAMILTON COUNTY ZONING REGULATIONS.**

Commissioner Fields provided details regarding Resolution No. 514-32 and stated that the Legal Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Bankston, to adopt Resolution No. 514-32. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Skillern shared a desire that the Commission continue to maintain their legal authority relating to zoning cases. He stated his disapproval with the growing trend that property owners were being required to comply with complaints expressed by other individuals who did not own the property.

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**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

Members of the Commission and Mayor Coppinger wished everyone a safe and happy Memorial Day. Each expressed their gratitude to veterans, those currently serving in the armed forces, and those who had lost their life in service for their country.

Several members of the Commission congratulated school graduates throughout the community and wished them the best on their future endeavors.

Commissioner Boyd thanked all the participants who attended the fundraising run event in Camp Jordan on Saturday, May 17. He stated the program provided food for underprivileged children in the East Ridge area in cases where evening meals are not provided in the home. He noted that the event had been well-attended.

Mayor Coppinger announced his intent to make budget recommendations for the fiscal year 2014 – 2015 at the June 4<sup>th</sup> Commission meeting. He stated that the budget would then be presented to the Commission for their consideration at a June 28<sup>th</sup> meeting. (He later corrected the date to June 25)

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Mayor Coppinger reported that a Read 20 related announcement would be made at Ganns Middle Valley Elementary School tomorrow at 8:30 AM. He stated that this private-public partnership, which would be explained in more detail tomorrow, would not result in an additional cost to the County.

Upon request for clarification by Commissioner Mackey, Mayor Coppinger noted that the correct date for budget adoption consideration would be June 25<sup>th</sup>. Commissioner Mackey stated he would be unable to attend the June 25<sup>th</sup> meeting and asked whether the date could be changed.

Chairman Skillern stated that the budget could be considered either at the June 16<sup>th</sup> Commission meeting or at another special called meeting. He stated that voting on June 16<sup>th</sup> would allow two weeks for any questions the Commission may have. He indicated after the budget was presented the date for adoption would be dependent on the number of changes required by Commissioners and that date could be determined at a later date.

Mayor Coppinger spoke regarding the miscellaneous line items in the budget book. He noted there had been previous comments made in the media regarding a vote on a budget with significant funding in an unmarked category. He stated that every dollar in miscellaneous line items could be accounted for. These items were not included in the budget book due to size considerations of the book. He encouraged

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REGULAR MEETING  
MAY 21, 2014**

Commissioners with questions about any line item to bring those questions to him or his staff for clarification.

Commissioner Beck asked whether the budget book information could be accessed on a disc rather than a hard copy. Mayor Coppinger responded that the budget book could also be digitally delivered to members of the Commission if that was their desire.

Chairman Skillern expressed his appreciation to Mayor Coppinger for submitting his budget recommendations to the Commission in such a timely manner.

**DELEGATIONS**

Chairman Skillern asked for delegations on matters other than zoning.

County Trustee Bill Hullander invited members of the Commission to a Memorial Day fundraiser event on his property on Thursday, May 22<sup>nd</sup> at 6:00 pm. The occasion would benefit Hamilton County EMS staff member William Frawley, who was currently in need of a bone marrow donor. Mr. Hullander reported that the gospel group The Browns would be performing, along with members of Hamilton County staff.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 21, 2014**

Clerk Knowles reported that the Bloodmobile would be located at the Bonny Oaks satellite office to receive donations for this cause.

There being no further business, Chairman Skillern declared the meeting in recess until Wednesday, May 28, 2014 at 9:30 AM.

Respectfully submitted:



---

William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_      WJK  
Date              Clerk's Initials



## Hamilton County Board of Commissioners

# RESOLUTION

No. 614-1

**A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT, AND OATH OF DEPUTY SHERIFF.**

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

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled "**THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" have submitted for filing a bond as required in TCA Section 7-86-119; and

**WHEREAS,** said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled "**OATH OF DEPUTY SHERIFF**" has taken the oath of office; and

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

1. That the persons named on the listing labeled "**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**" are hereby approved as applicants therefore; and
2. That the persons named on the listing labeled "**THE BONDS OF HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT**" is filed and made a matter of record; and

3. That the person named on the listing labeled "**OATH OF DEPUTY SHERIFF**" is accepted and the oath therefor is approved as taken; and
  
4. That each such person named on the 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

June 4, 2014

\_\_\_\_\_

Date

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 4, 2014

NAME	RESIDENCE	BUSINESS
Donna Adams	1507 Ridge Point Road Hixson, TN 37343 423-805-4753	U.T.C. 615 McCallie Avenue Chattanooga, TN 37403 423-425-5206
Susan Bass	9416 Woody Hollow Chattanooga, TN 37421 423-413-3844	Hamilton County Clerk 6135 Heritage Park Dr. Chattanooga, TN 37416 423-209-7905
Myra M. Bowen	2138 Vaden Village Dr., #7 Chattanooga, TN 37421 423-240-9466	Grant, Konvalinka, et al 633 Chestnut St. Chattanooga, TN 37450 423-756-8400
W. Brent Bowman	907 Kentucky Avenue Signal Mtn., TN 37377 423-322-3441	Financial Management Grp. 2120 Northgate Park Ln., Ste. 303 Chattanooga, TN 37415 423-877-2535
Sherry A. Bullard	751 Manchester Drive Chattanooga, TN 37415 423-290-5995	F.S.G. Bank 531 Broad Street Chattanooga, TN 37402 423-308-2120
Kristine Capley	1491 Valencia Avenue Molly Hill, FL 32117 423-653-4048	A Slip to Shore, LLC 310 Browns Ferry Rd. Chattanooga, TN 37419 423-822-7849
Sabrina K. Chapman	6104 Caleb Place Ooltewah, TN 37363 423-667-1824	Chattanooga Area Schools F.C.U. 1201 Bailey Avenue Chattanooga, TN 37404 423-624-9094
Michelle J. Collins	2108 Dallas Place Soddy Daisy, TN 37379 423-834-1593	Motion View Software 2730 Kanasita Drive Hixson, TN 37343 423-475-6914
Patti S. Eidson	3600 12th Avenue Chattanooga, TN 37407 423-320-2260	Samples, Jennings, Ray & et al, PLLC 130 Jordan Drive Chattanooga, TN 37421 423-892-2006
Emily Fant	914 Huntington Circle Hixson, TN 37343 209-712-5484	RSS Insurance, LLC 6236 Airpark Drive Chattanooga, TN 37422 423-954-9100

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 4, 2014

NAME	RESIDENCE	BUSINESS
Kelly S. Farley	P.O. Box 1092 Dunlap, TN 37327 423-949-8384	Lee Smith, Inc. 2600 8th Avenue Chattanooga, TN 37407 N/A
Shelia Hall	60 Crowder Road Rossville, GA 30741 706-866-5487	Erlanger Health System 975 E. Third Street Chattanooga, TN 37403 423-778-7729
Linda G. Harvey	333 Old Apison Road Cohutta, GA 30710 423-718-7696	Tennessee Title Loans, Inc. 5040 Hwy. 58 Chattanooga, TN 37416 423-899-7935
Christi R. Hendricks	8231 W. Lakeside Circle Hixson, TN 37343 423-653-5364	R.P.M. & Associates, Inc. 1200 Mtn. Creek Road, Ste. 470 Chattanooga, TN 37405 423-875-8940
Debra S. Howard	7959 Tranquility Drive Ooltewah, TN 37363 423-618-8116	L.P.L. Financial 122 Lee Parkway Dr., Ste. 113 Chattanooga, TN 37421 423-553-1011
Freida Jackson	60 Dogwood Trail Ringgold, GA 30736 423-413-2876	Chattanooga Area Schools F.C.U. 1201 Bailey Avenue Chattanooga, TN 37404 423-624-9094
Aria C. James	148 Hunters Run Tr., N.W. Cleveland, TN 37312 423-424-6909	Heights Finance 6223 Lee Hwy., Ste. 210 Chattanooga, TN 37421 423-296-9919
Kay Marie Kendall	7816 Shinnecock Trail Chattanooga, TN 37421 423-894-7383	Turning Point Ministries P.O. Box 22127 Chattanooga, TN 37422 423-899-4770
Alyssa Kile	1070 Mt. Zion Road Dalton, GA 30721 706-483-2737	R.P.M. & Associates, Inc. 1200 Mtn. Creek Road, Ste. 470 Chattanooga, TN 37405 423-875-8940
Kimberly S. Krick	8419 Troubadour Way Ooltewah, TN 37363 423-238-6507	F.S.G. Bank 531 Broad Street Chattanooga, TN 37402 423-308-6491

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 4, 2014

NAME	RESIDENCE	BUSINESS
Crystal A. Lamb	8430 Cross Timbers Circle Hixson, TN 37343 423-521-3111	T.V.A. P.O. Box 2000 Soddy Daisy, TN 37379 423-843-7124
Kelly Linam	7341 Tanya Drive Harrison, TN 37341 N/A	Hamilton County Clerk 625 Georgia Ave., Room 201 Chattanooga, TN 37402 423-209-6559
Haylee Linduff	2001 Jenkins Road Chattanooga, TN 37421 423-645-9230	P & C Construction, Inc. 2500 East 18th St. Chattanooga, TN 37404 423-664-5472
Joshua Little	8942 Brookhill Drive Hixson, TN 37343 423-667-9181	Regions Bank 601 Market Street Chattanooga, TN 37402 423-752-1638
Sildete M. Lopez	1615 Bailey Avenue Chattanooga, TN 37404 423-802-0100	Latin America Cons. Co. Same Same 423-624-9395
Cynthia McCall	3117 Pintail Lane Signal Mtn., TN 37377 423-517-8868	Hamilton County Clerk 625 Georgia Ave., Room 111 Chattanooga, TN 37402 423-209-4081
Leah McElmoyl	3891 County Road 62 Dawson, AL 35963 256-899-4902	Chambliss Bahner & Stophel 605 Chestnut St., Ste. 1700 Chattanooga, TN 37450 423-757-0294
Shelia A. Neeley	9038 Waconda Shore Drive Chattanooga, TN 37416 423-344-2524	City of Chattanooga, Police Depart. 3410 Amnicola Hwy. Chattanooga, TN 37416 423-643-5374
Fran D. Robertson	3641 Phelps Street Chattanooga, TN 37412 423-867-9842	Raymond James & Assoc. 1200 Premier Dr., Ste. 100 Chattanooga, TN 37421 423-510-8607
Casey L. Rose	1624 Eagle Drive Hixson, TN 37343 423-280-3050	State Farm Insurance 9711 Dayton Pike Soddy Daisy, TN 37379 423-332-1777

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 4, 2014

NAME	RESIDENCE	BUSINESS
Kimberly A. Ruebusch	1405 Timbercrest Lane Chattanooga, TN 37421 423-899-9280	Paul Davis Restoration 6622 Lee Hwy. Chattanooga, TN 37421 423-899-2406
Gina Sakich	9416 Bennie Lane Ooltewah, TN 37363 423-499-9017	Signature Brokers, LLC 5559 Little Debbie Pkwy. Ooltewah, TN 37363 423-521-3476
Julie A. Smith	10943 Daffodil Circle Soddy Daisy, TN 37379 423-593-8730	First Tennessee Bank 3932 Dayton Blvd. Chattanooga, TN 37415 423-870-3170
Alfred E. Smith, Jr.	216 Scenic Highway Lookout Mtn., TN 37350 423-821-4411	Miller & Martin, PLLC 832 Georgia Avenue, Ste. 1000 Chattanooga, TN 37402 423-756-6600
Jennifer Thomas	4525 Lake Haven Drive Chattanooga, TN 37416 423-838-8886	First Heritage Credit 6231 Lee Hwy., Ste. 225A Chattanooga, TN 37421 423-893-8120
Carolyn Viens	4143 Mountain Creek Road Chattanooga, TN 37415 423-883-1202	First Tennessee Bank 1 Cherokee Blvd. Chattanooga, TN 37405 423-209-2640
Allie Vincelli	827 Lower Mill Road Hixson, TN 37343 423-240-3900	Mocassin Bend Mental Health Inst. 100 Mocassin Bend Road Chattanooga, TN 37405 423-785-3385
Katherine Ware	703 Unitus Lane Hixson, TN 37343 423-842-5530	State of TN 540 McCallie Ave., Ste. 341 Chattanooga, TN 37402 423-634-6434
Clayton Whittaker	846 Oak St. Chattanooga, TN 37403 423-265-4815	Self-Employed Same Same 423-265-4736

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
THE BONDS OF HAMILTON COUNTY 911 EMERGENCY  
COMMUNICATIONS DISTRICT  
JUNE 4, 2014**

The individuals listed below have submitted to the County Clerk a bond as required by law.

	<b>Amount of Bond</b>	<b>Date of Oath</b>
Edward M. Phillips, Secretary	\$294,206.00	January 11, 2014
Donald Allen, Sr., Chairman, Board of Directors	\$294,206.00	January 17, 2014
Richard L. Brown, Vice Chairman, Board of Directors	\$294,206.00	January 17, 2014
Daisy W. Madison, Treasurer, Board of Directors	\$294,206.00	January 17, 2014
Jeffrie J. Donnick, Director of Administration	\$294,206.00	January 17, 2014

Brown, Brown of TN  
701 Market St #500  
Chattanooga TN  
37402

STATE OF TENNESSEE  
HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR  
OFFICE OF SECRETARY

Tom: Jay Donnick 9-1-1

KNOW ALL MEN BY THESE PRESENTS:

That EDWARD M PHILLIPS of HAMILTON COUNTY 911 Emergency Communications District, of 3404 AMNICOLA HIGHWAY, CHATTANOOGA Tennessee, as Principal, and FIDELITY AND DEPOSIT COMPANY, COMPANY OF MARYLAND as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of TWO-HUNDRED NINETY-FOUR THOUSAND TWO-HUNDRED SIX Dollars (\$294,206.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly appointed to the office of SECRETARY of and for HAMILTON COUNTY 911 Emergency Communications District for the 2014 year term beginning on the 11TH day of JANUARY, 2014 and ending on the 11TH day of JANUARY, 2015.

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

That if the said EDWARD M PHILLIPS, Principal, shall:

1. Faithfully perform the duties of the office of SECRETARY of HAMILTON COUNTY 911 Emergency Communications District during his term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 11TH day of JANUARY, 2014.

WITNESS - ATTEST:

Brenda Heffner

PRINCIPAL:

Edward M Phillips

COUNTERSIGNED BY:

April Parvija  
Tennessee Resident Agent

SURETY:

By: John F Killebrew  
JOHN F KILLEBREW  
ATTORNEY IN FACT



(attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

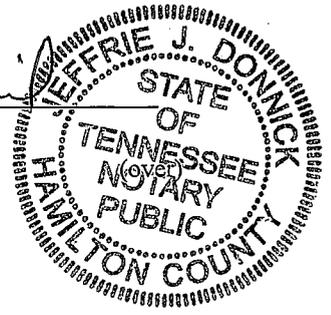
STATE OF TENNESSEE  
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Edward M Phillips with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

Witness my hand and seal this 11th day of January, 2014.

My Commission Expires: 6/6/17, 2017.

Jeffrey J Donnick  
Notary Public



Instrument: 2014050100026  
Book and Page: GI 10205 104  
MISC RECORDING FEE \$25.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$27.00  
User: KML  
Date: 5/1/2014  
Time: 8:25:30 AM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee

ACKNOWLEDGEMENT OF SURETY

Book and Page: GI 10205 105

STATE OF TENNESSEE  
COUNTY OF HAMILTON

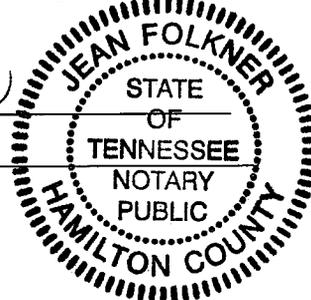
Before me, a Notary Public, of the State and County aforesaid, personally appeared JOHN F KILLEBREW with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of FIDELITY AND DEPOSIT COMPANY OF MARYLAND, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

Witness my hand and seal this 11TH day of JANUARY, 2014.

My Commission Expires:

May 18, 2016, 2016.

Jean Folkner  
Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons appointed to office of an Emergency Communications District)

Bond and Sureties approved by Donald Allen Chairman of the Board of Directors of Hamilton County Emergency Communications District, on this 30th day of January, 2014.

Signed: Don Allen  
Chairman of the Board of Directors

CERTIFICATION:

I, Edward M. Phillip Secretary of the Board of Directors of Hamilton Co 9-1-1 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 30th day of January, 2014, and entered upon the minutes thereof.

Signed: Edward M. Phillip  
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds)  
FOR USE BY REGISTER OF DEEDS

SECTION III.

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
Signed: \_\_\_\_\_

Comptroller of the Treasury

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John F. KILLEBREW, Lavonda B. SHIPLEY and Sharlet M. TOLLEY, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John F. KILLEBREW, Maurice O. HORNER, John W. PYMAN, Beth J. GRAY, dated November 18, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of January, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Theodore G. Martinez*

By:

*Gregory E. Murray Assistant Secretary*

*Theodore G. Martinez*

State of Maryland }  
City of Baltimore } ss:

On this 9th day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

*Dennis R. Hayden*

*Notary Public*

My Commission Expires: February 1, 2009

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

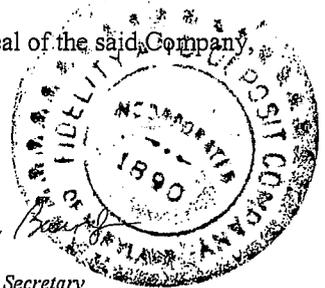
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 11th day of January, 2014.

*Lisa D. [Signature]*

Assistant Secretary





## Disclosure Statement

### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

*Brown: Brown of TN  
701 Market St #500  
Chattanooga TN  
37402*

STATE OF TENNESSEE  
EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR  
OFFICE OF CHAIRMAN, BOARD OF DIRECTORS

KNOW ALL MEN BY THESE PRESENTS:

That DONALD ALLEN SR of HAMILTON COUNTY 911 Emergency Communications District, of 3404 AMNICOLA HIGHWAY, CHATTANOOGA Tennessee, as Principal, and FIDELITY AND DEPOSIT COMPANY, COMPANY OF MARYLAND as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of TWO-HUNDRED NINETY-FOUR THOUSAND TWO-HUNDRED SIX Dollars (\$294,206.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly appointed to the office of CHAIRMAN, BOARD OF DIRECTORS of and for HAMILTON COUNTY 911 Emergency Communications District for the 1 year term beginning on the 15TH day of FEBRUARY, 2014 and ending on the 15TH day of FEBRUARY, 2015.

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

That if the said DONALD ALLEN SR, Principal, shall:

1. Faithfully perform the duties of the office of CHAIRMAN, BOARD OF DIRECTORS of HAMILTON COUNTY 911 Emergency Communications District during his term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 17TH day of JANUARY, 2014.

WITNESS - ATTEST:

Brenda Heffner

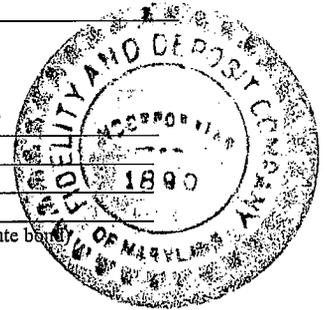
PRINCIPAL: Donald Allen

SURETY:

COUNTERSIGNED BY:

April Farnsworth  
Tennessee Resident Agent

By: John F Killebrew  
JOHN F KILLEBREW  
ATTORNEY IN FACT



(attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

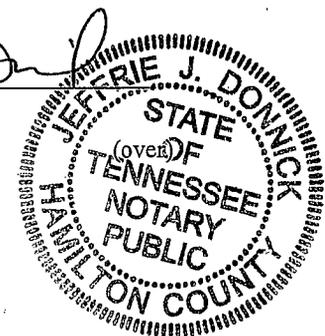
STATE OF TENNESSEE  
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Donald Allen with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

Witness my hand and seal this 17th day of January, 2014.

My Commission Expires: 6/16, 2017.

Jeffrey J. Donnick  
Notary Public



Instrument: 2014050100027  
Book and Page: G1 10205 109  
MISC RECORDING FEE \$25.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$27.00  
User: KML  
Date: 5/1/2014  
Time: 8:25:30 AM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee

*Dom: Jay Donnick 9-1-1*

ACKNOWLEDGEMENT OF SURETY

STATE OF TENNESSEE  
COUNTY OF HAMILTON

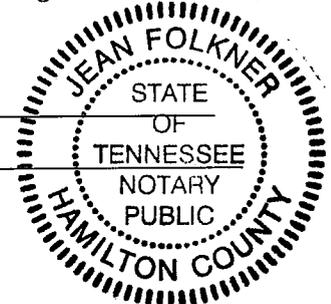
Book and Page: GI 10205 110

Before me, a Notary Public, of the State and County aforesaid, personally appeared JOHN F KILLEBREW with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of FIDELITY AND DEPOSIT COMPANY OF MARYLAND, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.  
Witness my hand and seal this 17TH day of JANUARY, 2014.

My Commission Expires:

May 18, 2016.

Jean Folkner  
Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons appointed to office of an Emergency Communications District)

Bond and Sureties approved by DONALD ALLEN SR Chairman of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, on this 30th day of January, 2014.

Signed:

Don Allen

Chairman of the Board of Directors

CERTIFICATION:

I, EDWARD M PHILLIPS Secretary of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 30th day of January, 2014, and entered upon the minutes thereof.

Signed:

Edward M Phillips Jr  
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds)  
FOR USE BY REGISTER OF DEEDS

SECTION III.

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed:

\_\_\_\_\_  
Comptroller of the Treasury

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John F. KILLEBREW, Lavonda B. SHIPLEY and Sharlet M. TOLLEY, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John F. KILLEBREW, Maurice O. HORNER, John W. LYMAN, Beth J. GRAY, dated November 18, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of January, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Theodore G. Martinez*

Gregory E. Murray Assistant Secretary

By:

Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 9th day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,



day of January, 2014

*Lee D. Baur*  
Assistant Secretary



## Disclosure Statement

### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

*Brown: Brown of TN  
701 Market St #500  
Chattanooga TN  
37402*

STATE OF TENNESSEE  
HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR  
OFFICE OF VICE CHAIRMAN, BOARD OF DIRECTORS

KNOW ALL MEN BY THESE PRESENTS:

That RICHARD L BROWN of HAMILTON COUNTY 911 Emergency Communications District, of 3404 AMNICOLA HIGHWAY, CHATTANOOGA Tennessee, as Principal, and FIDELITY AND DEPOSIT COMPANY, COMPANY OF MARYLAND as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of TWO-HUNDRED NINETY-FOUR THOUSAND TWO-HUNDRED SIX Dollars (\$294,206.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly appointed to the office of VICE CHAIRMAN, BOARD OF DIRECTORS of and for HAMILTON COUNTY 911 Emergency Communications District for the 1 year term beginning on the 15TH day of FEBRUARY, 2014 and ending on the 15TH day of FEBRUARY, 2015.

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

That if the said RICHARD L BROWN, Principal, shall:

1. Faithfully perform the duties of the office of VICE CHAIRMAN, BOARD OF DIRECTORS of HAMILTON COUNTY 911 Emergency Communications District during his term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 17TH day of JANUARY, 2014.

WITNESS - ATTEST:

Mary Scott

PRINCIPAL

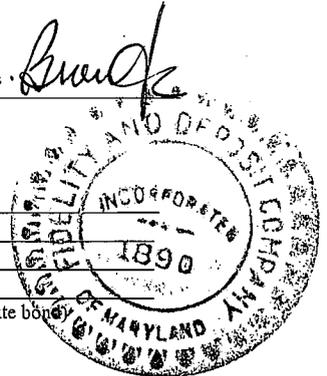
Richard L. Brown

SURETY:

COUNTERSIGNED BY:

April Farris  
Tennessee Resident Agent

By: John F. Killebrew  
JOHN F. KILLEBREW  
ATTORNEY IN FACT



(attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF Hamilton

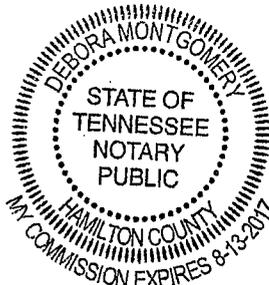
Before me, a Notary Public, of the State and County aforesaid, personally appeared Richard Brown with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

Witness my hand and seal this 30 day of January, 2014.

My Commission Expires:

August 13, 2017.

Debora Montgomery  
Notary Public



Instrument: 2014050100028  
Book and Page: GI 10200 114  
MISC RECORDING FEE \$25.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$27.00  
User: KNL  
Date: 5/1/2014  
Time: 8:25:30 AM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee

*IDM: Jay Donnick 9-1-1*

ACKNOWLEDGEMENT OF SURETY

STATE OF TENNESSEE  
COUNTY OF HAMILTON

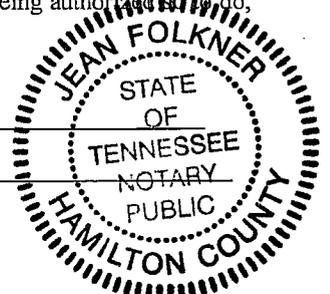
Before me, a Notary Public, of the State and County aforesaid, personally appeared JOHN F KILLEBREW with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of FIDELITY AND DEPOSIT COMPANY OF MARYLAND, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

Witness my hand and seal this 17TH day of JANUARY, 2014.

My Commission Expires:

May 18, 2016.

Jean Folkner  
Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons appointed to office of an Emergency Communications District)

Bond and Sureties approved by DONALD ALLEN SR, Chairman of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, on this 30th day of January, 2014.

Signed:

Donald Allen  
Chairman of the Board of Directors

CERTIFICATION:

I, EDWARD M PHILLIPS Secretary of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 30th day of January, 2014, and entered upon the minutes thereof.

Signed:

Edward Phillips  
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds)  
FOR USE BY REGISTER OF DEEDS

SECTION III.

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Signed:

Comptroller of the Treasury

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John F. KILLEBREW, Lavonda B. SHIPLEY and Sharlet M. TOLLEY, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of John F. KILLEBREW, Maurice O. HORNER, John W. LYMAN, Beth J. GRAY, dated November 18, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of January, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Theodore G. Martinez*

By:

*Gregory E. Murray Assistant Secretary*

*Theodore G. Martinez*

State of Maryland }  
City of Baltimore } ss:

On this 9th day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

*Dennis R. Hayden*

*Notary Public*

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,



this 17th day of January, 2014.

*Lisa D. Baird*  
Assistant Secretary



## Disclosure Statement

### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

Brown: Brown of TN  
701 Markt St #500  
Chattanooga TN  
37402

STATE OF TENNESSEE  
HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR  
OFFICE OF TREASURER, BOARD OF DIRECTORS

KNOW ALL MEN BY THESE PRESENTS:

That DAISY W MADISON of HAMILTON COUNTY 911 Emergency Communications District, of 3404 AMNICOLA HIGHWAY, CHATTANOOGA Tennessee, as Principal, and FIDELITY AND DEPOSIT COMPANY, COMPANY OF MARYLAND as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of TWO-HUNDRED NINETY-FOUR THOUSAND TWO-HUNDRED SIX Dollars (\$294,206.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly appointed to the office of TREASURER, BOARD OF DIRECTORS of and for HAMILTON COUNTY 911 Emergency Communications District for the 1 year term beginning on the 15TH day of FEBRUARY, 2014 and ending on the 15TH day of FEBRUARY, 2015.

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

That if the said DAISY W MADISON, Principal, shall:

1. Faithfully perform the duties of the office of TREASURER, BOARD OF DIRECTORS of HAMILTON COUNTY 911 Emergency Communications District during his term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 17TH day of JANUARY, 2014.

WITNESS - ATTEST:

Mary Todd

PRINCIPAL:

Daisy W. Madison

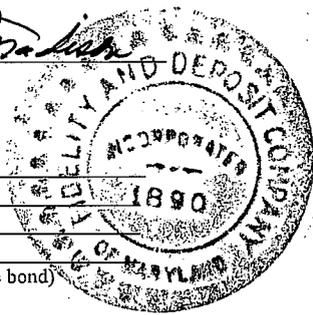
SURETY:

By: John F. Killebrew  
JOHN F. KILLEBREW  
ATTORNEY IN FACT

COUNTERSIGNED BY:

Cipri Parrigo  
Tennessee Resident Agent

(attach evidence of authority to execute bond)



ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Daisy W. Madison with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

Witness my hand and seal this 30th day of January, 2014.

My Commission Expires:

7-22, 2017.

Sherry L. Appleberry  
Notary Public

Instrument: 2014050100029  
Book and Page: GI 10205 119  
MISC RECORDING FEE \$25.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$27.00  
User: KNL  
Date: 5/1/2014  
Time: 8:25:30 AM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee



From: Jay Donnick 9-1-1

ACKNOWLEDGEMENT OF SURETY

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a Notary Public, of the State and County aforesaid, personally appeared JOHN F KILLEBREW with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of FIDELITY AND DEPOSIT COMPANY OF MARYLAND, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

Witness my hand and seal this 17TH day of JANUARY, 2014.

My Commission Expires:

May 18, 2016.

Jean Folkner  
Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons appointed to office of an Emergency Communications District)

Bond and Sureties approved by DONALD ALLEN SR Chairman of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, on this 30th day of January, 2014.

Signed: Don Allen  
Chairman of the Board of Directors

CERTIFICATION:

I, EDWARD M PHILLIPS Secretary of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 30th day of January, 2014, and entered upon the minutes thereof.

Signed: Edward M Phillips  
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds)  
**FOR USE BY REGISTER OF DEEDS**

SECTION III.

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
Signed:

\_\_\_\_\_  
Comptroller of the Treasury

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John F. KILLEBREW, Lavonda B. SHIPLEY and Sharlet M. TOLLEY, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of John F. KILLEBREW, Maurice C. HORNER, John W. BYMAN, Beth J. GRAY, dated November 18, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of January, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Theodore G. Martinez*

By: *Gregory E. Murray Assistant Secretary*      *Theodore G. Martinez*

State of Maryland }  
City of Baltimore } ss:

On this 9th day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

*Dennis R. Hayden*      Notary Public  
My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,



this 1<sup>st</sup> day of January, 2014.

*Lee D. Baur*

Assistant Secretary

## Disclosure Statement



### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

Brown's Porch of TN  
701 Market St #500  
Chattanooga TN  
37402

STATE OF TENNESSEE  
HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT  
OFFICIAL STATUTORY BOND  
FOR  
OFFICE OF DIRECTOR OF ADMINISTRATION

DOM: Jeff Donnuck 9-7-1

KNOW ALL MEN BY THESE PRESENTS:

That JEFFRIE J DONNICK of HAMILTON COUNTY 911 Emergency Communications District, of 3404 AMNICOLA HIGHWAY, CHATTANOOGA Tennessee, as Principal, and FIDELITY AND DEPOSIT COMPANY, COMPANY OF MARYLAND as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of TWO-HUNDRED NINETY-FOUR THOUSAND TWO-HUNDRED SIX Dollars (\$294,206.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly appointed to the office of DIRECTOR OF ADMINISTRATION of and for HAMILTON COUNTY 911 Emergency Communications District for the 1 year term beginning on the 15TH day of FEBRUARY, 2014 and ending on the 15TH day of FEBRUARY, 2015.

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

- That if the said JEFFRIE J DONNICK, Principal, shall:
1. Faithfully perform the duties of the office of DIRECTOR OF ADMINISTRATION of HAMILTON COUNTY 911 Emergency Communications District during his term of office or his continuance therein; and,
  2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 17TH day of JANUARY, 2014.

WITNESS - ATTEST:

Lizanne Reynolds

COUNTERSIGNED BY:

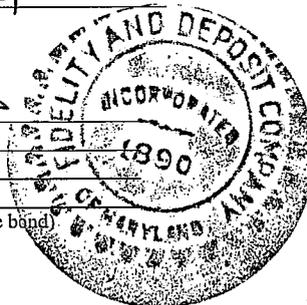
Lipice Parrish  
Tennessee Resident Agent

PRINCIPAL:  
Jeffrie J Donnick

SURETY:

By: John F Killebrew  
JOHN F KILLEBREW  
ATTORNEY IN FACT

(attach evidence of authority to execute bond)



ACKNOWLEDGEMENT OF PRINCIPAL

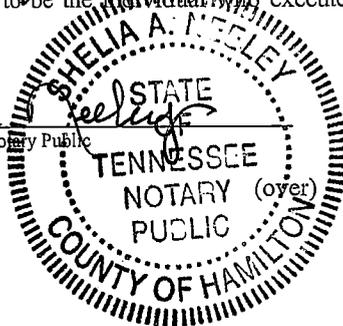
STATE OF TENNESSEE,  
COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Jeffrie J. Donnick with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

Witness my hand and seal this 30 day of January, 2014.

My Commission Expires: June 17, 2014.

Lizelia A. [Signature]  
Notary Public



Instrument: 2014050100030  
Book and Page: G1 10205 124  
MISC RECORDING FEE \$25.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$27.00  
User: KML  
Date: 5/1/2014  
Time: 8:25:30 AM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee

ACKNOWLEDGEMENT OF SURETY

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a Notary Public, of the State and County aforesaid, personally appeared JOHN F KILLEBREW with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of FIDELITY AND DEPOSIT COMPANY OF MARYLAND, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

Witness my hand and seal this 17TH day of JANUARY, 2014.

My Commission Expires: May 18, 2016.

Jean Folkner  
Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all persons appointed to office of an Emergency Communications District)

Bond and Sureties approved by DONALD ALLEN SR Chairman of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, on this 30th day of January, 2014.

Signed: Don Allen  
Chairman of the Board of Directors

CERTIFICATION:

I, EDWARD M PHILLIPS Secretary of the Board of Directors of HAMILTON COUNTY 911 Emergency Communications District, hereby certify that the foregoing bond was approved by the Board of Directors of said Emergency Communications District on the 30th day of January, 2014, and entered upon the minutes thereof.

Signed: Edward M Phillips  
Secretary of the Board of Directors

SECTION II: (Applicable to all Official Bonds)  
FOR USE BY REGISTER OF DEEDS

SECTION III.

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Signed:

Comptroller of the Treasury

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John F. KILLEBREW, Lavonda B. SHIPLEY and Sharlet M. TOLLEY, all of Chattanooga, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John F. KILLEBREW, Maurice C. HORNER, John W. BYMAN, Beth J. GRAY, dated November 18, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of January, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Theodore G. Martinez*

By:

*Gregory E. Murray Assistant Secretary*

*Theodore G. Martinez*

State of Maryland }  
City of Baltimore } ss:

On this 9th day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

*Dennis R. Hayden*

*Notary Public*

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

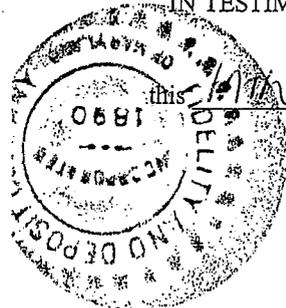
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 10th day of January, 2014.

*Lillian D. Barof*  
Assistant Secretary





## Disclosure Statement

### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATH OF DEPUTY SHERIFF  
JUNE 4, 2014**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Mark T. Frazer	May 13, 2014

STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

Sworn to and subscribed before me this  
13th day of May, 2014.

[Signature]

By [Signature]

[Signature]  
Mark T. Frazer



HAMILTON COUNTY

# Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES  
*County Clerk*

## MEMO

**TO:** Members, Hamilton County Commission

**FROM:** Bill Knowles *Bill*

**DATE:** May 9, 2014

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

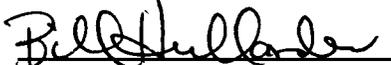
WFK/dkr

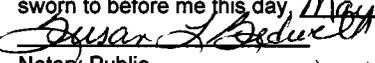
Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Albert Kiser  
Patricia Moore, Legislative Administrator

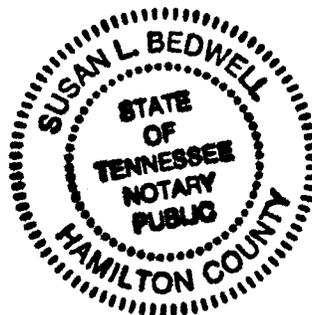
Hamilton County Trustee  
 Monthly Report of Fee and Commission Fund  
 FISCAL YEAR: 2014

Prepared:JW

	April 2014	YTD April 2014
<b>REVENUES</b>		
44170 - MISCELLANEOUS REFUNDS	-	32,798.75
44180 - CONTRACT INCOME	-	60,000.00
44201 - STATUTORY FEES 1%	156,330.44	1,772,238.88
44202 - STATUTORY FEES 2%	88,713.59	5,451,111.09
44203 - STATUTORY FEES OTHER	295.61	7,554.84
44204 - DELINQUENT TAX FEES	51,306.81	335,772.52
46112 - INTEREST	1,606.56	5,799.93
46116 - INTEREST - NOW ACCOUNTS	-	-
<b>Total REVENUES:</b>	<b>298,253.01</b>	<b>7,665,276.01</b>
<b>EXPENDITURES</b>		
51001 - SALARIES	58,152.42	647,097.00
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPHLETS	-	-
53018 - CELLULAR & PAGER SERVICE	357.94	3,637.61
53037 - SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	-	122.00
53044 - POSTAGE, FREIGHT AND OTHER	-	32,698.75
53045 - LEGAL NOTICES AND ADVERTISING	-	129.86
53047 - MEMBERSHIPS	-	310.00
53049 - PARKING	-	2,466.66
53050 - MISC PURCHASED SERVICE	45.00	4,456.15
53051 - CONTRACT LEGAL SERVICES	18.18	1,120.02
53059 - SECURITY SERVICES	626.06	6,735.74
53065 - BANK ANALYSIS FEE	13,973.08	114,610.25
54001 - OFFICE SUPPLIES & FORMS	320.00	13,573.34
54002 - SMALL TOOLS & MINOR FURNITURE	-	530.00
54004 - KITCHEN FOOD & SUPPLIES	166.30	1,174.80
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	200.00
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	6,243,008.52	7,303,297.66
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	3,141.89
59022 - SOFTWARE AND SUPPLIES	442.80	1,654.39
59092 - MISC REFUNDS	-	123.53
59099 - BUILDING REPAIR/RENOVATION	-	11,322.15
66000 - PAYROLL EXPENSE	(599.56)	4,299.96
<b>ADJUSTMENTS</b>	-	-
<b>Total EXPENDITURES:</b>	<b>6,316,510.74</b>	<b>8,152,701.76</b>
<b>Revenues over (under) Expenditures</b>	<b>(6,018,257.73)</b>	<b>(487,425.75)</b>
<b>Excess Fees at Beginning of Period</b>	<b>6,293,008.42</b>	<b>762,176.44</b>
<b>Excess Fees at End of Period</b>	<b>274,750.69</b>	<b>274,750.69</b>

  
 Bill Hullander, Trustee  
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report  
 sworn to before me this day, May 9, 2014  
  
 Notary Public  
 My Commission Expires 9/17/2014





HAMILTON COUNTY

# Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES  
*County Clerk*

## MEMO

**TO:** Members, Hamilton County Commission

**FROM:** Bill Knowles *Bill*

**DATE:** May 9, 2014

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

WFK/dkr

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

## Hamilton County Trustee Report

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash in Bank</b>					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	(0.00)	0.00	0.00	(0.00)
11010	TRUSTEE CONCENTRATION	24,332,521.63	73,853,213.81	72,082,172.23	26,103,563.21
11020	CHILD CARE	230,096.72	229,974.76	230,935.72	229,135.76
11030	FOOD SERVICE DEPOSITORY	2,759,320.82	745,663.20	2,098,622.06	1,406,361.96
11040	SHERIFF COMMISSARY	203,802.99	88,736.05	85,036.93	207,502.11
<b>Total Cash in Bank</b>		<u>27,528,194.14</u>	<u>74,917,587.82</u>	<u>74,496,766.94</u>	<u>27,949,015.02</u>
<b>Bank Deposits in Transit</b>					
11015	CASH RECEIPTS SWEEP	(709,787.58)	36,518,770.71	35,025,310.69	783,672.44
11050	BOE CASH RECEIPT SWEEP	0.00	31,060,368.74	31,060,368.74	0.00
<b>Total Bank Deposits in Transit</b>		<u>(709,787.58)</u>	<u>67,579,139.45</u>	<u>66,085,679.43</u>	<u>783,672.44</u>
<b>Bank Outstanding Checks</b>					
11052	BOE PAYROLL SWEEP	0.00	21.20	21.20	0.00
22201	A/P CHECK PAYABLE	(1,974,231.53)	9,926,883.15	8,957,353.40	(1,004,701.78)
22202	FOOD SERVICE CHECK PAYABLE	(148,321.02)	1,166,575.55	1,003,029.79	15,224.74
22203	SHERIFF COMMISSARY CHECK PAYAB	(15,971.74)	44,700.02	45,041.52	(16,313.24)
22206	DOE A/P CHECK PAYABLE	(2,215,125.92)	12,145,214.21	10,935,852.60	(1,005,764.31)
22280	COUNTY PAYROLL CHECKS PAYABLE	(26,518.29)	4,139,638.25	4,130,375.38	(17,255.42)
22281	DOE PAYROLL CHECK PAYABLE	(3,325.37)	11,083,137.52	11,083,225.54	(3,413.39)
22285	DOE PAYROLL TAX PAYABLE	(333.24)	4,046,639.43	4,046,639.43	(333.24)
<b>Total Bank Outstanding Checks</b>		<u>(4,383,827.11)</u>	<u>42,552,809.33</u>	<u>40,201,538.86</u>	<u>(2,032,556.64)</u>
<b>TOTAL CASH</b>		<u>22,434,579.45</u>	<u>185,049,536.60</u>	<u>180,783,985.23</u>	<u>26,700,130.82</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	885.07	1,216.00	1,208.00	893.07
<b>Total Other Assets</b>		<u>885.07</u>	<u>1,216.00</u>	<u>1,208.00</u>	<u>893.07</u>
<b>TOTAL ASSETS</b>		<u>22,435,464.52</u>	<u>185,050,752.60</u>	<u>180,785,193.23</u>	<u>26,701,023.89</u>

## Hamilton County Trustee Report

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(11,541,686.36)	25,126,808.98	28,979,713.00	(15,394,590.38)
22251	FOOD SERVICE	(2,608,542.53)	1,729,856.81	540,443.71	(1,419,129.43)
22255	BOE PAYROLL	(11,475.70)	18,447,407.30	18,447,563.29	(11,631.69)
22256	BOE SELF INSURANCE	(962,632.70)	4,278,254.04	1,453,516.55	1,862,104.79
22257	CAPITAL MAINTENANCE	174,246.38	139,330.25	0.00	313,576.63
22401	EXCESS FEES	(197,509.81)	291,229.04	245,339.64	(151,620.41)
22407	PAYROLL COUNTY	(143,549.77)	6,369,878.93	7,056,889.87	(830,560.71)
22408	STORMWATER	(1,067,248.17)	45,300.87	9,451.95	(1,031,399.25)
22409	DRUG COURT	26,851.61	42,613.56	52,778.77	16,686.40
22410	COUNTY GENERAL	(507,818.07)	33,478,739.81	33,516,683.66	(545,761.92)
22412	GENERAL DEBT SERVICE	(567.19)	132,269.69	132,246.72	(544.22)
22413	OPEB TRUST	12,425.29	2.59	0.00	12,427.88
22414	EMPLOYEES RETIREMENT	(119,924.03)	20,532.92	10,002.75	(109,393.86)
22415	TEACHERS RETIREMENT	650.12	4,719.66	299.00	5,070.78
22416	LAW LIBRARY	(487.70)	1,464.67	1,462.48	(485.51)
22417	CHILDREN'S SERVICE	0.00	0.00	0.00	0.00
22418	ECONOMIC CRIMES	(500.25)	4,501.23	4,501.18	(500.20)
22419	GEN GOV'T BOND PROJECTS	162,057.87	366,543.30	546,198.58	(17,597.41)
22420	CAPITAL PROJECTS	(9,808.57)	54,616.10	54,582.36	(9,774.83)
22421	INDUSTRIAL DEVELOPMENT	(2,505.91)	149,503.49	149,498.20	(2,500.62)
22422	RIVERWALK/FISHING PIER	(5,002.27)	218,279.82	218,289.07	(5,011.52)
22423	RECREATION CAPITAL PROJECTS	105,526.82	35,124.23	4,288.47	136,362.58
22426	SELF INSURANCE	(2,519.28)	2,623,229.33	2,623,261.02	(2,550.97)
22428	LIABILITY INSURANCE	(2,498.44)	85,873.82	85,878.43	(2,503.05)
22430	HOTEL/MOTEL	(389,278.23)	389,278.23	524,637.24	(524,637.24)
22434	JUVENILE COURT CLERK AGENCY	(892.45)	272,468.92	272,295.90	(719.43)
22435	FACILITY BONDS-SERIES 2010A	(2,804.55)	0.00	0.58	(2,805.13)
22436	BOND FUND-SERIES 2010B	(888,858.56)	12,000.00	183.18	(877,041.74)
22437	ECONOMIC BONDS-SERIES 2010C	(31.79)	0.00	0.01	(31.80)
22447	11 BOND	(5,188.06)	0.00	0.00	(5,188.06)
22449	SCHOOL CAPITAL PROJECTS FUND	(52,775.74)	885,342.40	874,592.50	(42,025.84)

## Hamilton County Trustee Report

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22461	CRIMINAL COURT	(1,174,716.72)	451,112.85	174,190.09	(897,793.96)
22462	CRIMINAL COURT SESSIONS	964,009.87	454,679.04	397,831.83	1,020,857.08
22463	DELINQUENT COLLECTIONS	(707,558.44)	15,163.42	131,825.51	(824,220.53)
22470	2013A BOND	(131,539.12)	131,559.64	250.60	(230.08)
22471	2013B BOND REFUNDING	(5,072.38)	0.00	1.06	(5,073.44)
22472	LINE OF CREDIT	(6,239.84)	1,269,892.28	1,275,000.00	(11,347.56)
22483	SHERIFF	(2,652.21)	3,534,436.52	3,479,689.90	52,094.41
22484	DRUG ENFORCEMENT-SHERIFF	(77.32)	57,054.59	56,585.07	392.20
22485	TN STATE SEX OFFENDER	(75,775.78)	17,836.62	2,705.08	(60,644.24)
22486	SHERIFF STATE WIDE METH GRANTS	0.00	0.00	0.00	0.00
22489	SHERIFF'S SPECIAL PROJECTS	(5,468.87)	9.63	964.46	(6,423.70)
22498	SYMPRO INVESTMENT POOL	(1,876,666.48)	27,086,462.64	31,116,567.27	(5,906,771.11)
<b>Total Cash Held for Hamilton County Funds</b>		<u>(21,064,105.33)</u>	<u>128,223,377.22</u>	<u>132,440,208.98</u>	<u>(25,280,937.09)</u>
<b>Cash Held for Others</b>					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(332.87)	0.00	62.98	(395.85)
23301	PROPERTY TAX SALE	(607,176.00)	0.00	1.00	(607,177.00)
23302	PARTIAL TAXES-PENDING PAYMENT	(25,356.71)	0.00	11,164.25	(36,520.96)
<b>Total Cash Held for Others</b>		<u>(650,401.61)</u>	<u>0.00</u>	<u>11,228.23</u>	<u>(661,629.84)</u>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	1,550.99	3,987,565.29	3,987,565.29	1,550.99
22800	INTEREST PAYMENT FUTURE	0.00	8,574.60	8,574.60	0.00
<b>Total Clearing Account Activity</b>		<u>1,550.99</u>	<u>3,996,139.89</u>	<u>3,996,139.89</u>	<u>1,550.99</u>
<b>Liabilities not Applicable</b>					
22200	VENDOR-SYSTEM	(0.00)	108,419.84	108,419.84	0.00
22241	REVENUE REFUNDS	0.00	0.00	0.00	0.00
22400	TEMPORARY CASH TRANSFER	0.00	8,000,000.00	8,000,000.00	0.00
22452	GEN PUR SCHOOL-SCHOOL SITES	0.00	0.00	0.00	0.00
22503	MISC HELD FOR OTHERS	0.00	10,413,000.00	10,413,000.00	0.00

**Hamilton County  
Trustee Report**

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22504	OTHER	0.00	0.00	0.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
<b>Total Liabilities not Applicable</b>		<u>(33,897.66)</u>	<u>18,521,419.84</u>	<u>18,521,419.84</u>	<u>(33,897.66)</u>
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22701	PROPERTY TAX	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	639,735.63	639,735.63	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	10,706.09	10,706.09	0.00
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<u>(0.00)</u>	<u>650,441.72</u>	<u>650,441.72</u>	<u>(0.00)</u>
 <b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	0.02	1,246,621.72	1,246,621.71	0.03
22702	OSAP TAX	0.00	2,197.24	2,197.24	0.00
22703	IN LIEU OF TAX	0.00	29,254.46	29,254.46	0.00
22704	PERSONALTY TAX	0.00	87,556.29	87,556.29	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	40,545.81	40,545.81	0.00
22712	OSAP TAX I&P	0.00	65.80	65.80	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	2,590.53	2,590.53	0.00
22721	PROPERTY TAX REFUNDS	(0.00)	4,433.69	4,433.69	(0.00)
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	28.47	28.47	0.00
22731	PROPERTY TAX I&P REUND	0.00	35.57	35.57	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	0.04	28,086.70	28,086.70	0.04
<b>Total</b>		<u>0.06</u>	<u>1,441,416.28</u>	<u>1,441,416.27</u>	<u>0.07</u>
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		<u>0.06</u>	<u>1,441,416.28</u>	<u>1,441,416.27</u>	<u>0.00</u>

## Hamilton County Trustee Report

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Total Clearing Account Activity - County Funds</b>		<u>0.06</u>	<u>2,091,858.00</u>	<u>2,091,857.99</u>	<u>0.07</u>
<b>Cash Held for Municipalities</b>					
<b>Key: 0001010 CITY OF EAST RIDGE</b>					
22701	PROPERTY TAX	(92,666.59)	92,666.59	44,190.89	(44,190.89)
22702	OSAP TAX	(2,415.02)	2,415.02	0.00	0.00
22704	PERSONALTY TAX	(2,457.67)	2,457.67	25,389.62	(25,389.62)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(3,018.01)	3,018.01	1,442.00	(1,442.00)
22712	OSAP TAX I&P	(36.23)	36.23	0.00	0.00
22714	PERSONALTY TAX I&P	(37.99)	37.99	752.03	(752.03)
22721	PROPERTY TAX REFUNDS	5,706.14	448.51	5,706.14	448.51
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(17,988.29)	19,498.30	27,953.30	(26,443.29)
22755	SANITATION	(29,598.27)	29,996.07	17,163.42	(16,765.62)
22756	SANITATION I & P	(397.80)	397.80	422.37	(422.37)
22799	COMM DUE ON TAX COLLECTED	2,078.19	1,690.94	2,078.39	1,690.74
<b>Total Cash Held for Municipalities</b>		<u>(140,831.54)</u>	<u>152,663.13</u>	<u>125,098.16</u>	<u>(113,266.57)</u>
<b>Total for Org Key: 0001010 CITY OF EAST RIDGE</b>		<u>(140,831.54)</u>	<u>152,663.13</u>	<u>125,098.16</u>	<u>(113,266.57)</u>
<b>Key: 0001020 RED BANK MUNICIPAL</b>					
22701	PROPERTY TAX	(62,381.12)	62,381.12	34,278.31	(34,278.31)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(4,171.34)	4,171.34	497.77	(497.77)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,616.58)	1,616.58	3,353.30	(3,353.30)
22714	PERSONALTY TAX I&P	(79.55)	79.55	12.76	(12.76)
22721	PROPERTY TAX REFUNDS	42,244.85	0.00	42,244.85	0.00
22724	PERSONALTY TAX REFUND	140.65	0.00	140.65	0.00

**Hamilton County  
Trustee Report**

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX I&P REUND	61.24	0.00	61.24	0.00
22741	STORMWATER FEES	(4,392.00)	4,392.00	2,664.00	(2,664.00)
22742	STORMWATER FEES I&P	(206.28)	206.28	68.58	(68.58)
22755	SANITATION	(15,358.63)	15,536.65	10,373.30	(10,195.28)
22756	SANITATION I & P	(178.02)	178.02	250.56	(250.56)
22799	COMM DUE ON TAX COLLECTED	562.03	790.18	562.02	790.19
	<b>Total</b>	<u>(45,374.75)</u>	<u>89,351.72</u>	<u>94,507.34</u>	<u>(50,530.37)</u>
<b>Total for Org Key: 0001020 RED BANK MUNICIPAL</b>		<u>(45,374.75)</u>	<u>89,351.72</u>	<u>94,507.34</u>	<u>(50,530.37)</u>
 <b>Key: 0001030 SODDY DAISY MUNICIPAL</b>					
22701	PROPERTY TAX	(60,289.87)	60,289.87	44,206.55	(44,206.55)
22702	OSAP TAX	(32.38)	32.38	0.00	0.00
22704	PERSONALTY TAX	(3,572.48)	3,572.48	2,773.56	(2,773.56)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,450.88)	1,450.88	1,413.92	(1,413.92)
22714	PERSONALTY TAX I&P	(59.17)	59.17	80.62	(80.62)
22721	PROPERTY TAX REFUNDS	514.24	261.35	514.24	261.35
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	1,298.00	964.25	1,297.81	964.44
	<b>Total</b>	<u>(63,592.54)</u>	<u>66,630.38</u>	<u>50,286.70</u>	<u>(47,248.86)</u>
<b>Total for Org Key: 0001030 SODDY DAISY MUNICIPAL</b>		<u>(63,592.54)</u>	<u>66,630.38</u>	<u>50,286.70</u>	<u>(47,248.86)</u>
 <b>Key: 0001040 COLLEGEDALE MUNICIPAL</b>					
22701	PROPERTY TAX	(48,622.32)	48,622.32	20,669.02	(20,669.02)
22702	OSAP TAX	(169.27)	169.27	0.00	0.00
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(698.91)	698.91	990.98	(990.98)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00

## Hamilton County Trustee Report

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22711	PROPERTY TAX I&P	(1,805.65)	1,805.65	451.34	(451.34)
22712	OSAP TAX I&P	(2.54)	2.54	0.00	0.00
22714	PERSONALTY TAX I&P	(9.09)	9.09	28.21	(28.21)
22721	PROPERTY TAX REFUNDS	4,242.80	0.00	4,242.80	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	941.24	442.79	941.30	442.73
<b>Total</b>		<u>(46,123.74)</u>	<u>51,750.57</u>	<u>27,323.65</u>	<u>(21,696.82)</u>
<b>Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL</b>		<u>(46,123.74)</u>	<u>51,750.57</u>	<u>27,323.65</u>	<u>(21,696.82)</u>
 <b>Key: 0001050 RIDGESIDE MUNICIPAL</b>					
22701	PROPERTY TAX	0.00	0.00	4,303.77	(4,303.77)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(86.03)	86.03	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	128.98	(128.98)
22714	PERSONALTY TAX I&P	(11.18)	11.18	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	1.93	88.66	1.94	88.65
<b>Total</b>		<u>(95.28)</u>	<u>185.87</u>	<u>4,434.69</u>	<u>(4,344.10)</u>
<b>Total for Org Key: 0001050 RIDGESIDE MUNICIPAL</b>		<u>(95.28)</u>	<u>185.87</u>	<u>4,434.69</u>	<u>(4,344.10)</u>
 <b>Key: 0001060 LAKESITE</b>					
22701	PROPERTY TAX	(1,754.42)	1,754.42	492.84	(492.84)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	0.00	0.00	20.60	(20.60)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(39.64)	39.64	12.81	(12.81)
22714	PERSONALTY TAX I&P	0.00	0.00	0.62	(0.62)

**Hamilton County  
Trustee Report**

For the Date Range: 04/01/2014 to 04/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22721	PROPERTY TAX REFUNDS	121.66	0.00	121.66	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	33.34	10.54	33.45	10.43
<b>Total</b>		<u>(1,639.06)</u>	<u>1,804.60</u>	<u>681.98</u>	<u>(516.44)</u>
<b>Total for Org Key: 0001060 LAKESITE</b>		<u>(1,639.06)</u>	<u>1,804.60</u>	<u>681.98</u>	<u>(516.44)</u>
 <b>Key: 0001070 WALDEN MUNICIPAL</b>					
22701	PROPERTY TAX	(11,710.37)	11,710.37	3,939.67	(3,939.67)
22702	OSAP TAX	(2.00)	2.00	0.00	0.00
22704	PERSONALTY TAX	(65.67)	65.67	23.13	(23.13)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(594.59)	594.59	117.63	(117.63)
22714	PERSONALTY TAX I&P	(0.18)	0.18	0.70	(0.70)
22721	PROPERTY TAX REFUNDS	1,450.13	0.00	1,450.13	0.00
22799	COMM DUE ON TAX COLLECTED	218.47	81.61	218.45	81.63
<b>Total</b>		<u>(10,704.21)</u>	<u>12,454.42</u>	<u>5,749.71</u>	<u>(3,999.50)</u>
<b>Total for Org Key: 0001070 WALDEN MUNICIPAL</b>		<u>(10,704.21)</u>	<u>12,454.42</u>	<u>5,749.71</u>	<u>(3,999.50)</u>
 <b>Key: 0001080 CITY OF CHATTANOOGA</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(359,056.35)	363,053.71	488,505.06	(484,507.70)
22775	TAX INCREMENT FINANCING	(21,193.50)	21,193.50	0.00	0.00
<b>Total Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(380,249.85)</u>	<u>384,247.21</u>	<u>488,505.06</u>	<u>(484,507.70)</u>
<b>Total for Org Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(380,249.85)</u>	<u>384,247.21</u>	<u>488,505.06</u>	<u>(484,507.70)</u>
<b>TOTAL CASH HELD FOR MUNICIPALITIES</b>		<u>(688,610.97)</u>	<u>1,409,529.62</u>	<u>1,447,029.01</u>	<u>(726,110.36)</u>
<b>TOTAL LIABILITIES AND EQUITY</b>		<u>(22,435,464.52)</u>	<u>153,591,882.85</u>	<u>157,857,442.22</u>	<u>(26,701,023.89)</u>
<b>Total for Report:</b>		<u>0.00</u>	<u>338,642,635.44</u>	<u>338,642,635.44</u>	<u>0.00</u>

**OFFICE OF THE CRIMINAL COURT CLERK  
HAMILTON COUNTY, TENNESSEE  
GWEN TIDWELL, CLERK**

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: April 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTION \$ DIVISION	TOTAL
<b>REVENUES, per IFAS</b>			
Fees and Commissions			
Criminal Division	\$ 43,679.39		\$ 43,679.39
Sessions Division	51,321.12		51,321.12
Delinquent Collections		\$ 131,659.44	131,659.44
Interest			
Criminal Division	190.45		190.45
Sessions Division	(236.78)		(236.78)
Delinquent Collections		166.07	166.07
Computer Service fees			
Criminal Division	454.00		454.00
Sessions Division	2,355.36		2,355.36
Delinquent Collections			-
Appropriation from Hamilton County			-
<b>TOTAL REVENUES</b>	<b>97,763.54</b>	<b>131,825.51</b>	<b>229,589.05</b>
<b>EXPENDITURES, per IFAS</b>			
Salaries			
Criminal Division	75,450.35		75,450.35
Sessions Division	108,617.36		108,617.36
Delinquent Collections		25,045.63	25,045.63
Employee Benefits - Delinquent Collections		4,091.05	4,091.05
Other operating expenditures			
Criminal Division			-
Delinquent Collections		752.16	752.16
Other - Adjustments			
Criminal Division	6,036.03		6,036.03
Sessions Division	8,689.39		8,689.39
Delinquent Collections		(14,725.42)	(14,725.42)
Excess Fees paid to County - Criminal Division			-
<b>TOTAL EXPENDITURES</b>	<b>198,793.13</b>	<b>15,163.42</b>	<b>213,956.55</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(101,029.59)</b>	<b>116,662.09</b>	<b>15,632.50</b>
<b>BALANCE AT THE BEGINNING OF MONTH</b>	<b>(2,095,313.45)</b>	<b>2,251,684.09</b>	<b>156,370.64</b>
<b>BALANCE AT THE END OF MONTH</b>	<b>\$ (2,196,343.04)</b>	<b>\$ 2,368,346.18</b>	<b>\$ 172,003.14</b>

I, Gwen Tidwell, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for April 2014.

*Gwen T. Tidwell*  
Gwen Tidwell, Criminal Court Clerk

Sworn and subscribed before me this the 14 day of May 2014.

Notary Public



My Commission Expires: 1-21-18



# Hamilton County Board of Commissioners

## RESOLUTION

No. 614-2

### A RESOLUTION AUTHORIZING THE APPOINTMENT AND/OR REAPPOINTMENT OF REPRESENTATIVES TO THE HAMILTON COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD

- WHEREAS, the Hamilton County Community Corrections Program is a valuable program which provides a sentencing alternative for non-violent felony offenders; and,
- WHEREAS, pursuant to T.C.A. 40-36-201 et seq., in order to qualify for state funding under the felony program administered by the Tennessee Department of Correction, a community corrections advisory board must be established; and,
- WHEREAS, each representative reappointed to the board shall serve a two-year term beginning July 1, 2014 and ending June 20, 2016; and
- WHEREAS, the recent resignation of Jim Crumble created a vacancy on the board; and,
- WHEREAS, Terry Steele has been nominated to serve the remainder of his term ending June 30, 2015; and,

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

The following individuals are hereby appointed and/or reappointed to the Hamilton County Community Correction Advisory Board:

REPRESENTATIVE  
Terry Steele  
Justin Strand  
Arvin H. Reingold  
Barbara Payne

NOMINATED BY  
Tennessee Department of Correction  
Tennessee Department of Correction  
Presiding Judge, 11<sup>th</sup> Judicial District  
County Mayor

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

June 4, 2014

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 614-3

**A RESOLUTION TO REAPPOINT T.W. FRANCESCON, JR., WILLIAM MADISON, AND ROBERT LEWIS, AND TO APPOINT MIRANDA PEREZ TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR TERMS AS INDICATED RESPECTIVELY.**

- WHEREAS,** the Hamilton County Government Personnel Rules and Regulations provide for the appointment of an Employee Appeals Board;
- WHEREAS,** by various appointments made by previous County Commissions over the years, the terms of several appointees have been altered from those originally detailed in the adoption of Resolution No. 180-6, and have resulted in several terms expiring at the same time, but this county legislative body desires to continue said terms as were amended in practice;
- WHEREAS,** Commissioners from Districts 1, 2, and 3 have reappointed T. W. Francescon for a 2 year term, commencing June 19, 2014, and expiring June 18, 2016;
- WHEREAS,** Commissioners from Districts 4, 5, and 6 have reappointed William Madison for a 2 year term, commencing June 19, 2014, and expiring June 18, 2016;
- WHEREAS,** Commissioners from Districts 4, 5, and 6 have reappointed Robert Lewis for a 1 year term, commencing June 19, 2014, and expiring June 2015; and
- WHEREAS,** Commissioners from Districts 7, 8, and 9 have appointed Miranda Perez for a 2 year term, commencing June 19, 2014, and expiring June 18, 2016.

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

That T. W. Francescon and William Madison are hereby reappointed to the Hamilton County Employee Appeals Board for a term beginning June 19, 2014, and ending June 18, 2016;

That Robert Lewis is hereby reappointed to the Hamilton County Employee Appeals Board for a term beginning June 19, 2014, and ending June 18, 2015;  
That Miranda Perez is hereby appointed to the Hamilton County Employee Appeals Board for a term beginning June 19, 2014, and ending June 18, 2016.

**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

June 4, 2014

\_\_\_\_\_

Date

Born and raised in the suburbs of Atlanta, Miranda Perez moved to the Ooltewah area over 10 years ago. She has been married for five years to her husband, Marcus Perez and they have two children, Aiden and Autumn. Miranda graduated from Kennesaw State University in 2001 with a degree in Communications with an emphasis in Public Relations and a minor in Marketing. While attending Kennesaw State University, she was an active member in Phi Mu Fraternity, Student Government, and served on the board that brought student housing to Kennesaw's campus. Miranda currently works for The Arc of Hamilton County where she is a case manager for individuals with Developmental and Intellectual disabilities. She is involved in the Ooltewah Youth Association, President of the Ooltewah Elementary School PTA, and Hospitality Chair of the Hamilton County PTA. Miranda has begun the process of developing an education fund for all of the elementary schools in District 9 called the Ooltewah Education Fund "OEF". OEF is being founded to financially support and assist in providing the best education to the families in Ooltewah's Elementary Public School System.



# Hamilton County Board of Commissioners RESOLUTION

No. 614-4

A RESOLUTION RATIFYING THE PURCHASE OF ELECTION BALLOTS FOR THE MAY 6, 2014 PRIMARY ELECTION AMOUNTING TO \$24,879.73 FROM MID-WEST PRINTING COMPANY FOR THE ELECTION COMMISSION AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, ballots were purchased for the May 6, 2014 Primary Election amounting to \$24,879.73 for the Election Commission; and,

WHEREAS, the amount of \$24,879.73 is considered economically fair; and,

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

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

That the purchase of ballots for the May 6, 2014 Primary Election from Mid-West Printing Company amounting to \$24,879.73 is hereby approved, 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

June 4, 2014

\_\_\_\_\_  
Date

	ACTIVITY
3-17-2014	Ballots given final approval by Secretary of State, Division of Elections
3-19-2014	Earliest possible date for required as to appear in paper announcing bid of election ballots
3-31-2014	Earliest possible bid opening
4-9-2014	Earliest possible Agenda Session for presenting bid results
4-16-2014	Earliest possible Commission Session for approving bid results
	<b>VS</b>
4-01-2014	Ballot Testing
4-08-2014	Nursing Home Voting

**CONCLUSION:**

There was not sufficient time available to bid the printing of the ballots since final approval of the ballot Format / content was not received until 3-17-2014 and the amount of time required to process bids 4-16-2014 would have taken us well beyond the 4-01-2014 date printed ballots had to be tested and available for Nursing Home Voting.

**Hamilton County Election Commission**

# Mid-West PRINTING COMPANY

**Invoice**

39368

Invoice Date:  
Apr 21, 2014

Page:  
1

Voice: 918-224-3666  
Fax: 918-224-0636

P.O. BOX 650  
SAPULPA, OKLAHOMA 74067

Sold To:  
Hamilton County Election Commission  
Accounting  
123 East 7th Street  
Chattanooga, TN 37402

Ship to:  
Same  
Accounting  
123 East 7th Street  
Chattanooga, TN 37402

Customer ID	Customer PO	Ship Date	Shipping Method	Sales Rep
Hamilton Election		4/1/14	UPS Ground	SS

Quantity	Description	Extension
	Accu-Vote Ballots, 8-1/2 x 14 with stub, 69 styles 1 side for Hamilton County Official Ballot May 6, 2014	
29,050	Democrat Ballots <i>x .27</i>	7,843.50
51,350	Republican Ballots <i>x .29</i>	14,891.50
670	General Ballots <i>x .28</i>	187.60

*Thank you  
We appreciate your business.*

101009054001

Please put our invoice number on  
all warrants or vouchers

Subtotal	22,922.60
Sales Tax	
Freight	1,091.24
Total Invoice Amount	24,013.84
Amount Applied	
<b>GRAND TOTAL</b>	<b>24,013.84</b>

# Mid-West PRINTING COMPANY

P.O. BOX 650  
SAPULPA, OKLAHOMA 74067

Voice: 918-224-3666  
Fax: 918-224-0636

## Invoice

39516

Invoice Date:  
May 7, 2014

Page:  
1

Sold To:  
Hamilton County Election Commission  
Accounting  
123 East 7th Street  
Chattanooga, TN 37402

Ship to:  
Same  
Accounting  
123 East 7th Street  
Chattanooga, TN 37402

Customer ID	Customer PO	Ship Date	Shipping Method	Sales Rep
Hamilton Election		5/5/14	UPS Red	SS

Quantity	Description	Extension
	ADDITIONAL BALLOTS FOR MAY 6, 2014 PRIMARY ELECTION	
1,000	Democrat Ballots - (400) Card 1, (600) Card 10 ,27	270.00
1,300	Republican Ballots - (300 ea) Card 30, 39, 43 (200 ea) Card 51 & 63 ,27	377.00
<i>101009054001</i>		
<i>Thank you</i>		

Please put our invoice number on  
all warrants or vouchers

Subtotal	647.00
Sales Tax	
Freight	218.89
Total Invoice Amount	865.89
Amount Applied	
<b>GRAND TOTAL</b>	<b>865.89</b>



# Hamilton County Board of Commissioners RESOLUTION

No. 614-5

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD LINCOLN FOR POLICE VEHICLE EQUIPMENT AND UP-FIT INSTALLATIONS AMOUNTING TO \$31,160.00 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 police vehicle equipment and up-fit installation for the Sheriff’s Department; and,

WHEREAS, the bid from Mountain View Ford Lincoln amounting to \$3,895.00 per vehicle was considered to be the lowest and best bid; and,

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

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

That the bid of Mountain View Ford Lincoln for police vehicle equipment and up-fit installations amounting to \$31,160.00 for the Sheriff’s 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

June 4, 2014

\_\_\_\_\_  
Date

Jim M. Coppinger  
County Mayor



Gail B. Roppo  
Director  
Purchasing Department

## Hamilton County, Tennessee

March 18, 2014

### Invitation to Bid – Hamilton County

Subject: Police Vehicle Equipment and Up-fit Installation as per attached specifications.

Total Bid Price: \_\_\_\_\_

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

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

Street City State

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

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Hamilton County Business License Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

Bid Date: April 1, 2014  
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Vehicle Equipment & Up-Fit Installation".  
Proposal/Bid Number: 0314-111**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

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

Gail B. Roppo  
Director of Purchasing

SPECIFICATIONS  
2014 POLICE VEHICLE EQUIPMENT AND UP-FIT INSTALLATION

Hamilton County, Tennessee is soliciting bids for equipment and up-fit installation for thirty (30) 2014 Chevy Impala Police Package Vehicles as per the following specifications.

**BID SUBMISSION REQUIREMENTS:**

The bidder must complete and deliver an original and one (1) copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on April 1, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid#0314-111: Police Vehicle Equipment & Installation". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY / MAILING INSTRUCTIONS**

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0314-111 Police Vehicle Equipment & Installation	Bid #0314-111 Police Vehicle Equipment & Installation
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

The following is a list of equipment for purchase and installation into Thirty (30) 2014 Chevy Impala Police Package Vehicles.

**UP-FITTER REQUIREMENTS**

1. The Up-Fitter must be an authorized service center for the equipment.
2. The equipment listed must be purchased and installed by the Up-Fitter to manufacturer's specification for said equipment.
3. The Up-Fitter shall provide a warranty for installation of equipment for one (1) year from date of delivery of completed vehicle and shall include all labor of the installation of equipment.

Bid#0314-111 Police Vehicle Equipment & Installation  
Hamilton County, TN

4. All equipment shall be covered by the manufacturer's warranty for said equipment.
5. The Up-Fitter must be within a **thirty-five (35) mile radius** of Hamilton County Sheriff's Office -- West Annex - Motor Pool, 6233 Dayton Blvd., Hixson, TN. 37343 and have personnel on hand to handle service issues in a timely manner during regular business hours, Monday-Friday.

**EQUIPMENT LIST:**

ITEM#	QTY	COLOR	MFG	ITEM	INSTALL LOCATION
425-2273	90	N/A	JOTTO DESK	12v OUTLETS	CONSOLE
ITNTG44	30	DUAL	FEDERAL	INTEGRITY LIGHTBAR	ROOF
SSP2000	30	N/A	FEDERAL	SSP2000 SIREN	CONSOLE
ES100	30	N/A	FEDERAL	SIREN SPEAKER & BRACKET	BEHIND GRILL
425-6136	30	N/A	JOTTO DESK	CHEVY IMPALA CONSOLE	CENTER FRONT SEATS
425-5453	30	N/A	JOTTO DESK	COMPUTER MOUNT	CENTER FRONT SEATS
450-4035	30	N/A	JOTTO DESK	KODIAK TOUGHBOOK LOCKING TRAY	CONSOLE
450-4060	30	N/A	JOTTO DESK	KODIAK TP POWER SUPPLY	CONSOLE
PK0330IMP06SCA	30	N/A	SENTINA	6S-RP PRISONER PARTITION	BEHIND FRONT SEAT
ST0380IMP06	30	N/A	SENTINA	LOWER EXTENSION PANEL	BEHIND FRONT SEAT
WK0594IMP06	30	N/A	SENTINA	POLY WINDOW BARRIER	REAR WINDOWS

Bids should include any/all shipping cost for equipment.

Include manufacturer's warranty information. Please note any exceptions to the specifications.

**CONTACTS:**

Questions concerning the product specifications for Police Vehicles Equipment, Installation and Warranties should be directed to:

Sgt. Mark Williams, Hamilton County Sheriff's Office (423)209-8900 or (423)443-2573.

Questions concerning the bidding process should be directed to:

Linda Chumbler, Hamilton County Purchasing Department (423)209-6350.

Bid#0314-111 Police Vehicle Equipment & Installation  
Hamilton County, TN

**PRICING SHEET:**

UP-FITTER REQUIREMENTS	MEETS	DOESN'T MEET	COMMENTS
The Up-Fitter must be an authorized service center for the equipment.			
The equipment listed must be purchased and installed by the Up-Fitter to manufacturer's specification for said equipment.			
The Up-Fitter shall provide a warranty for installation of equipment for one (1) year from date of delivery of completed vehicle and shall include all labor of the installation of equipment.			
All equipment shall be covered by the manufacturer's warranty for said equipment.			
The Up-Fitter must be within a thirty-five (35) mile radius of Hamilton County Sheriff's Office –West Annex-Motor Pool, 6233 Dayton Blvd., Hixson, TN 37343.			
The Up-Fitter must have personnel on hand to handle service issues in a timely manner during regular business hours, Monday-Friday			

Please answer the following questions concerning turn-around time line for completing up-fit process.

Estimated time line for receipt of equipment after ordering: \_\_\_\_\_

Turn-around time for up-fitting per vehicle: \_\_\_\_\_

How many vehicles will be up-fitted on a weekly basis: \_\_\_\_\_

Turn-around time for up-fitting all thirty vehicles: \_\_\_\_\_

Total Bid Price: \_\_\_\_\_

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, Title VI /EEO Officer  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [TitleVI@HamiltonTN.gov](mailto:TitleVI@HamiltonTN.gov)

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

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

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



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

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[Log](#)

**Solicitation 0314-111 - Log**  
**Police Vehicle Equipment & Up-fit Installation**

3/18/2014 7:41 AM Eastern

Bids Due Date/Time: 4/01/2014 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 4/01/2014 10:30:00 AM Eastern  
[Hide](#)

Message Summary

Message Detail

Document Detail

**Message Summary**

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<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>
3/18/2014 7:41:22AM	Eastern	Linda Chumbler	<a href="#">0314-111 - Police Vehicle Equipment &amp; Up-fit Installation</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	229	0

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

**Please run the attached ad on March 18, 2014, in the legal notices.**

**LEGAL NOTICE**

Bids for 2014 Police Vehicle Equipment and Up-fit Installation for thirty (30) police vehicles will be opened at 10:30 AM (ET) on April 1, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing



Police Equipment & Up-fit  
April 1, 2014

Sheriff's Department  
10:30 a.m.

Vendors:	Mtn. View	On Duty Depot
	Ford Lincoln	
	(HC)	
Total Bid Price:	\$116,865.00	\$139,747.80
Unit Price:	\$3,895.00	\$4,658.26
Delivery:	10-14 wks.	60 days
Terms:	Net 30	Net 30

Submitted a bid, but did not meet specs:  
Truckers Lighthouse, Inc.

Request For Bids:	
Newspaper Ad:	3/18/2014
Vendor Notification:	229
Vendor Response:	3
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners RESOLUTION

No. 614-7

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT A JOINT APPLICATION WITH THE CITY OF CHATTANOOGA FOR A 2014 JUSTICE ASSISTANCE GRANT AND APPROVING THE USE OF THIS GRANT BY THE HAMILTON COUNTY SHERIFF'S OFFICE

WHEREAS, the U. S. Department of Justice guidelines require a joint submission with the City of Chattanooga for a 2014 Justice Assistance Grant (JAG); and,

WHEREAS, the 2014 JAG will be divided with the City of Chattanooga receiving \$92,701 and Hamilton County receiving \$45,406; and,

WHEREAS, the Sheriff's Office will use the 2014 JAG toward the purchase of a Traffic Division van and safety equipment; and,

WHEREAS, no match is required; and

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

The County Mayor is authorized to sign a Memorandum of Understanding and submit a joint application with the City of Chattanooga for the 2014 JAG, and the Sheriff's Office plan to use the grant toward the purchase of a Traffic Division van and safety equipment.

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

June 4, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 614-8

A RESOLUTION ACCEPTING THE UNIT PRICE BID OF THOMAS CONSULTANTS, INC. FOR PRIMEX WIRELESS CLOCKS FOR THE PERIOD BEGINNING JULY 3, 2014 THROUGH JULY 2, 2015 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the unit price bid from Thomas Consultants, Inc. was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available for various projects.

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

That the unit price bid of Thomas Consultants, Inc. for Primex Wireless Clocks for the period beginning July 3, 2014 through July 2, 2015 for the Telecommunications Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 4, 2014

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

May 7, 2014

### Invitation to Bid – Hamilton County

Subject: Contract unit pricing for Primex Wireless Clocks as per attached specifications.

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

Company Address: \_\_\_\_\_  
Street City State

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

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Hamilton County Business License Account Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

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

Bid Date: May 20, 2014  
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 **or mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.**  
All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Primex Clocks".**  
**Proposal/Bid Number: 0514-136**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo  
Director of Purchasing

Bid#0514-136 Primex Wireless Clocks  
Hamilton County, TN

**1.0 General**

Hamilton County Government is accepting sealed bids for unit pricing on Primex Wireless Clocks. The contract period will be from July 3, 2014 through July 2, 2015, with the mutually agreeable option to renew for one (1) additional year. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract.

**1.1 Instructions to Vendors**

Inquiries regarding this bid should be directed to Susan Holcomb, Telecommunications Manager, at 423-209-6223 or by FAX at 423-209-6224. Questions regarding bid submission should be directed to Linda Chumbler, Purchasing Department at 423-209-6353 or FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. ET, Monday through Friday. Vendors and manufacturer representatives should not contact other Hamilton County employees regarding this bid.

The package containing **the original and one copy** of the bid must be sealed and clearly marked "BID FOR PRIMEX WIRELESS CLOCKS" on the outside of the package. Any package shipped by common carrier (FedEx, UPS, or hand carried) should be delivered to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404. Any bids mailed via United States Postal Service should be sent to: Hamilton County Government, Gail B. Roppo, Director of Purchasing, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402 (see attached delivery/ mailing instructions).**

Sealed bids will be accepted before **10:30 a.m. Eastern Time on Tuesday, May 20, 2014**, 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.

The materials being bid will be used for various projects for Hamilton County during the term of the contract. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from July 3, 2014 through July 2, 2015.

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

### **1.3 Shipping**

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

### **1.4 Guaranteed Delivery**

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

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

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

### **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.

Bid#0514-136 Primex Wireless Clocks  
Hamilton County, TN

### EQUIPMENT SPECIFICATIONS

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

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

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

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

Bid#0514-136 Primex Wireless Clocks  
Hamilton County, TN

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



## 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, Title VI /EEO Officer  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [TitleVI@HamiltonTN.gov](mailto:TitleVI@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 TELECOMMUNICATIONS  
PRIMEX WIRELESS BID MAY 2014**

5/7/2014

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



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

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[Log Out](#)

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

**Home**      **Solicitations**      **Vendors**      **Reports**  
[Setup](#)   [Events](#)   [Categories](#)   [Documents](#)   [Questions](#)   [Bidders](#)   [Bids](#)   [Log](#)

**Solicitation 0514-136 - Log**  
**Primex Wireless Clocks**

**5/07/2014 8:35 AM Eastern**

Bids Due Date/Time: 5/20/2014 10:30:00 AM Eastern

**Visible to Vendors:** Currently Hidden    **Bids Due:** 5/20/2014 10:30:00 AM Eastern  
[Show](#)

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>
5/07/2014 8:35:32AM	Eastern	Linda Chumbler	<a href="#">0514-136 - Primex Wireless Clocks</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	644	0
5/07/2014 8:11:04AM	Eastern	Linda Chumbler	<a href="#">0514-136 - Primex Wireless Clocks</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	652	25

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

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

**LEGAL NOTICE**

Bids for contract unit pricing for Primex Wireless Clocks will be opened at 10:30 PM (ET) on May 20, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing



**BID#0514-136 PRIMEX WIRELESS CLOCKS  
HAMILTON COUNTY, TN**

5/22/2014

		RECOMMENDED						
Quantity	PART NUMBER	DESCRIPTION	Communication Supply Corp. (CSC) Chattanooga, TN	Primex Wireless, Inc. Lake Geneva, WI	Southwestern Communications, Inc. Nashville, TN	Stuart C. Irby Co. Chattanooga, TN	Thomas Consultants, Inc. Memphis, TN	
142	SNS7A306	SNS Analog Clock, 12.5", 100-240 VAC, Black, Traditional	245.341	254.00	266.90	239.00	233.17	
30	SNS7A330	SNS Analog Clock, 12.5", 100-240 VAC, Black, Double - Sided, Traditional	446.250	462.00	446.90	436.00	424.12	
10	SNS7A339	SNS Analog Clock, 16.0", 120 VAC, Black, Traditional	405.682	420.00	428.25	396.00	385.56	

Request for Bids:	
Newspaper Ad:	5-7-2014
Vendor Notification:	644
Vendor Response:	5
Budgeted:	Various Budgets



## Hamilton County Board of Commissioners RESOLUTION

No. 614-9

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO CONTINUE AN AGREEMENT WITH CARE CORPORATION OF AMERICA INC., dba THE HEALTH CENTER AT STANDIFER PLACE, TO UTILIZE COUNTY INMATES TO PERFORM LAUNDRY SERVICES AT THE FORMER HAMILTON COUNTY NURSING HOME FOR A CONTRACT PERIOD BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015.

WHEREAS, the former Hamilton County Nursing Home is currently owned by Care Corporation of America Inc., (hereinafter referred to as "Care"), dba The Health Center at Standfier Place, a nonprofit corporation organized pursuant to the Laws of the State of Tennessee and the assignee of National Healthcare Corporation; and,

WHEREAS, Resolution 1299-57 authorized the County to utilize inmates at the Hamilton County Penal Farm to perform laundry services as requested by Care; and,

WHEREAS, Care agrees to pay the County \$79,388 annually to perform said services; and,

WHEREAS, the specified services are necessary to accommodate the needs of residents of the nursing facility while also providing inmates with valuable work experience as authorized pursuant to T.C.A. 41-2-148(b)(2); and

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

The County Mayor is hereby authorized to continue an agreement (copy Available upon request) in the amount of \$79,388 with Care Corporation of America Inc., dba The Health Center at Standifer Place, upon the terms and Conditions contained therein, to utilize County inmates to perform laundry Services for a one-year contract period beginning July 1, 2014 and ending June 30, 2015.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

June 4, 2014

\_\_\_\_\_

Date

**AGREEMENT FOR THE EMPLOYMENT  
OF HAMILTON COUNTY INMATE SERVICES  
AT THE HEALTH CENTER AT STANDIFER PLACE**

Recitals

WHEREAS, Hamilton County, Tennessee, is a political subdivision of the State of Tennessee (hereinafter referred to as "County"); and pursuant to the laws of the State of Tennessee has the responsibility of housing in its County Workhouse individuals convicted of crimes and sentenced by the courts to serve time in confinement; and,

WHEREAS, Care Corporation of America, Inc., (hereinafter referred to as "Care") is a nonprofit corporation organized pursuant to the laws of the State of Tennessee, and owns and operates the former Hamilton County Nursing Home under the name of The Health Center at Standifer Place (hereinafter referred to as "Facility"); and,

WHEREAS, Care desires to employ the services of inmates from the Hamilton County Workhouse for the operation of the laundry at the Facility in order to provide the residents of the Facility with suitable accommodations; and,

WHEREAS, Care will pay to Hamilton County the sum of \$79,388 (Seventy-Nine Thousand, Three Hundred and Eighty Eight Dollars) per year for the employment of ten (10) County inmates per day between the hours of 6 a.m. and 12:30 p.m.; and,

WHEREAS, the County considers the use of these inmates to be in the best interest of the residents of the Facility as well as provide the inmates with a beneficial work experience.

THEREFORE, THE PARTIES HEREBY AGREE:

1. Beginning July 1, 2014, until June 30, 2015, County shall provide to Care a total of ten (10) County inmates per day from the hours of 6 a.m. until 12:30 p.m. for employment in the laundry at the Facility, with the option to increase the number of inmates.
2. Transportation, and the costs thereof, between the Facility and Workhouse, as well as on-the-job supervision, shall be the responsibility of Care. Care shall receive each day the inmates from within a secured area at the Workhouse, and shall return them at the end of the day within the designated secured area. Any inmate failing to return to the Workhouse at the end of the workday, or leaving the Facility without the expressed written approval of the appropriate County officials at the Workhouse, shall be reported by Care as having escaped, and Care shall take all steps necessary and reasonable to have said escapee properly reported to the appropriate authorities.
3. Care will insure that while at the Facility the inmates do not possess, or be exposed to, any items classified by the County as contraband and/or illegal for possession at the Workhouse.
4. Care will make reasonable efforts to keep the inmates separate and apart from the general population present at the Facility.
5. Inmates employed at the Facility will be afforded a reasonable period during each workday to eat one meal which shall be provided by the County.
6. Care shall be responsible for providing inmates employed at the Facility with appropriate medical care for any injuries that they might receive while working at the Facility, and shall hold the County harmless for any liability associated with said inmates' medical treatment.
7. Care shall be responsible for and defend any and all claims made by third parties for injuries caused by inmates employed at the Facility while in the performance of their duties.
8. Either Party may terminate this agreement upon giving sixty (60) days written notice to the other Party.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2014.

HAMILTON COUNTY, TENNESSEE

CARE CORPORATION OF AMERICA, INC.

BY: \_\_\_\_\_  
Jim Coppinger, County Mayor

BY: \_\_\_\_\_  
John Strawn, Facility Administrator



# Hamilton County Board of Commissioners

## RESOLUTION

No. 614-10

A RESOLUTION ACCEPTING THE BIDS OF COWART MULCH PRODUCTS AND LAMAR SHEPARD & SONS MULCH FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 3, 2014, THROUGH JULY 2, 2015, FOR DOUBLE GROUND HARDWOOD MULCH 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 new for three (3) additional one (1) year terms, for double ground hardwood mulch; and,

WHEREAS, the bids from Cowart Mulch Products and Lamar Shepard & Sons Mulch were considered to be the lowest and best bids received; and,

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

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

That the bids of Cowart Mulch Products and Lamar Shepard & Sons Mulch for one (1) year contract pricing, beginning July 3, 2014, through July 2, 2015, for double ground hardwood mulch for the Recreation 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

June 4, 2014

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

April 17, 2014

### Invitation to Bid – Hamilton County

Subject: One (1) year contract pricing for Hardwood Mulch as per attached specifications.

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

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

Street City State

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

(Print or Type Name)

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Hamilton County Business License Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

Bid Date: May 1, 2014  
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Hardwood Mulch Contract".  
Proposal/Bid Number: 0414-126**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo  
Director of Purchasing

Bid#0414-126 Hardwood Mulch Contract  
Hamilton County, Tennessee

**SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for a one (1) year contract, with the option to renew for three (3) additional one (1) year terms, for double-ground dark brown Hardwood Mulch for Hamilton County Departments. All prices must remain fixed during the contract period. Materials will be purchased for different projects on multiple purchase orders throughout the term of the contract.

**Mulch should be pure dark brown hardwood, ground and screened through a 1" screen or double ground to produce a medium fine textured product that is a consistent dark color. Vendor is to provide a representative sample of the product with their bid.**

Mulch to be quoted per cubic yard **delivered** to various Hamilton County properties or **picked up** at vendor's yard.

**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 May 1, 2014 to the Hamilton County Purchasing Department at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0414-126: Hardwood Mulch". Any sealed envelope(s) enclosed within the 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 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 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 #0414-126 Double Ground Dark Hardwood Mulch	Bid #0414-126 Double Ground Dark Hardwood Mulch
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Bid#0414-126 Hardwood Mulch Contract  
Hamilton County, Tennessee

**Minimum Limits of Insurance** will be required before award of contract.

**Minimum Limits of Insurance**

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
  
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

**CONTACTS:**

Questions concerning product specifications should be directed to Mr. Ron Priddy, Recreation Department, at (423) 842-0177.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6350.

Bid#0414-126 Hardwood Mulch Contract  
Hamilton County, Tennessee

**PRICING SHEET**

Double-ground, dark brown Hardwood Mulch Contract Unit Pricing:

Price per cubic yard (picked up):\$\_\_\_\_\_.

Price per cubic yard (delivered):\$\_\_\_\_\_.

Yard location:\_\_\_\_\_

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

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

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

### AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion 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, Title VI /EEO Officer  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [TitleVI@HamiltonTN.gov](mailto:TitleVI@HamiltonTN.gov)

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

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

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



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

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**Solicitation 0414-126 - Log  
Hardwood Mulch Contract**

**4/17/2014 8:37 AM Eastern**

Bids Due Date/Time: 5/01/2014 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 5/01/2014 10:30:00 AM Eastern  
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<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>
4/17/2014 8:37:43AM	Eastern	Linda Chumbler	<a href="#">0414-126 - Hardwood Mulch Contract</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	217	0

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**Please run the attached ad on April 17, 2014, in the legal notices.**

**LEGAL NOTICE**

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

Hamilton County,  
Gail B. Roppo  
Director of Purchasing



Hardwood Mulch  
May 1, 2014

Recreation Dept.  
10:30 A.M.

Vendors:	Cowart Mulch	Lamar Shepard
	Products	& Sons Mulch
	(HC)	
Price per cubic yd:	\$13.00	\$18.00
Delivered cu. yd:	\$13.00	\$14.99
Delivery:	2-5 Business days	Next day
Terms:	Net 30	30 days

Request For Bids:	
Newspaper Ad:	4/17/2014
Vendor Notification:	217
Vendor Response:	2
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 614-11

A RESOLUTION ACCEPTING THE BID OF SEQUATCHIE CONCRETE SERVICE, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JUNE 19, 2014, THROUGH JUNE 18, 2015, FOR CONCRETE BLOCKS, MASONRY SAND AND MORTAR FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing, with the option to renew for one additional one (1) year term, for concrete blocks, masonry sand and mortar for the Maintenance Department; and,

WHEREAS, the bid from Sequatchie Concrete Service, Inc. was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Sequatchie Concrete Service, Inc. for one (1) year contract pricing, beginning June 19, 2014, through June 18, 2015, for concrete blocks, masonry sand and mortar for the Maintenance Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 4, 2014

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

May 1, 2014

### Invitation to Bid – Hamilton County

Subject: One (1) year contract pricing for Concrete Blocks, Masonry Sand and Mortar as per attached specifications.

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

Company Address: \_\_\_\_\_  
Street City State

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

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Hamilton County Business License Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

Bid Date: May 12, 2014  
Bid Opening: 2:00 P.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7<sup>th</sup> Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Concrete Blocks Contract".**  
**Proposal/Bid Number: 0514-130**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in black ink.

Gail B. Roppo  
Director of Purchasing

Bid#0514-130 Concrete Blocks Contract  
Hamilton County, Tennessee

## SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for contract unit pricing for concrete blocks, masonry sand and mortar for one (1) year, with the mutually agreeable option to renew for one (1) additional year for Hamilton County Departments. All prices must remain fixed during the contract period. Materials will be purchased for different projects on multiple purchase orders throughout the term of the contract.

### **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 2:00 p.m. (ET) on May 12, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0514-130: Concrete Blocks". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

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

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

<b>US POSTAL SERVICE (USPS) ADDRESS</b>	<b>COMMON CARRIER / HAND DELIVERY ADDRESS</b>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0514-130 Concrete Blocks, Masonry Sand and Mortar Contract	Bid #0514-130 Concrete Blocks, Masonry Sand and Mortar Contract
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

**Bid price to include delivery to job sites.**

**Questions concerning product specifications should be directed to Mr. Worth Lillard, (423) 209-7700.**

**Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, (423) 209-6350.**

## INSURANCE REQUIREMENTS

### Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
  
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

## ATTACHMENTS

- Hamilton County General Terms & Conditions

Bid#0514-130 Concrete Blocks Contract  
Hamilton County, Tennessee

**PRICING SHEET**

<b>12" x 8" x 16" Common</b>	<b>\$ _____</b>
<b>8" x 8" x 16" Common</b>	<b>\$ _____</b>
<b>12" x 8' x 16" Split Face</b>	<b>\$ _____</b>
<b>8" x 8" x 16" Split Face</b>	<b>\$ _____</b>
<b>12" x 8" x 16" U-Blocks – Bond Beams</b>	<b>\$ _____</b>
<b>8" x 8" x 16" U-Blocks – Bond Beams</b>	<b>\$ _____</b>
<b>8" x 8" x 16" U-Split</b>	<b>\$ _____</b>
<b>12" x 8" x 16" U-Split</b>	<b>\$ _____</b>
<b>4" x 8" x 16" L/W Blocks</b>	<b>\$ _____</b>
<b>8"x8"x16" Double Corners</b>	<b>\$ _____</b>
<b>Masonry Sand (Dept. will pick up)</b>	<b>\$ _____</b>
<b>Mortar Mix: Type N (Reg. Mortar)</b>	<b>\$ _____</b>
<b>Mortar Mix: Type S (More Cement)</b>	<b>\$ _____</b>

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

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

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

Bid#0514-130 Concrete Blocks Contract  
Hamilton County, Tennessee

**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, Title VI /EEO Officer  
Telephone: 423.209.6146  
Fax: 423.209.6145  
Email: [TitleVI@HamiltonTN.gov](mailto:TitleVI@HamiltonTN.gov)

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

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

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



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

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**Solicitation 0514-130 - Log**  
**Concrete Blocks Contract**

5/01/2014 7:25 AM Eastern

Bids Due Date/Time: 5/12/2014 2:00:00 PM Eastern

**Visible to Vendors:** Currently Visible    **Bids Due:** 5/12/2014 2:00:00 PM Eastern  
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Message Summary	Message Detail	Document Detail
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<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>
5/01/2014 7:23:37AM	Eastern	Linda Chumbler	<a href="#">0514-130 - Concrete Blocks Contract</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	94	2

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**Please run the attached ad on May 1, 2014, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for concrete blocks, masonry sand, and mortar will be opened at 2:00 PM (ET) on May 12, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Hamilton County,  
Gail B. Roppo  
Director of Purchasing**



Concrete Blocks Contract  
May 12, 2014

Maintenance Dept.  
2:00 P.M.

Vendors:	Sequatchie Concrete Service, Inc. (HC)
12"x8"x16" Common	\$1.94
8"x8"x16" Common	\$1.42
12"x8"x16" Split Face	\$2.25
8"x8"x16" Split Face	\$1.85
12"x8"x16" U Blocks	\$2.57
8"x8"x16" U Blocks	\$2.05
8"x8"x16" U Split	\$2.35
12"x8"x16" U Split	\$2.75
4"x8"x16" L/W Blocks	\$1.00
8"x8"x16" Double Corners	\$1.78
Masonry Sand	24.00 ton
Mortar Mix: Type N	\$9.05
Mortar Mix: Type S	\$9.50

Request for Bids:	
Newspaper Ad:	5/1/2014
Vendor Notification:	94
Vendor Response:	1
Budgeted:	Various Budgets



## Hamilton County Board of Commissioners RESOLUTION

No. 614-12

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN "OFFER TO PURCHASE" RELATIVE TO TRACT 30 (28-A) OF THE ENTERPRISE SOUTH INDUSTRIAL PARK AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A DEED AND OTHER NECESSARY CLOSING DOCUMENTS CONVEYING SAID PROPERTY TO THE PURCHASER LISTED HEREINBELOW UPON PAYMENT OF THE SALE PRICE BY THE PURCHASER.

WHEREAS, Hamilton County and the City of Chattanooga jointly own certain property identified as part of State Tax Map No. 130-001.08 also known as part of Enterprise South Industrial Park; and,

WHEREAS, a proposal has been presented in which Plastic Omnium Auto Exteriors, LLC, desires to purchase 27 acres (more or less subject to survey) known as Tract 30 (28-A) of the Enterprise South Industrial Park for \$55,000 per acre (\$1,485,000); and,

WHEREAS, an "Offer to Purchase" and proposal have been presented by said purchaser, in accordance with the attached or similar documents; and,

WHEREAS, it is in the best interest of Hamilton County to accept said offer for the continued economic growth of Hamilton County.

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

That the County Mayor is hereby authorized to enter into and execute the attached or similar "Offer to Purchase" relative to Tract 30 of the Enterprise South Industrial Park and that the County Mayor is hereby authorized to execute a deed and other necessary closing documents conveying said property to the purchaser listed below upon payment of the sale price, less costs of closing.

<u>LOT NUMBER</u>	<u>ACREAGE</u>	<u>PURCHASER</u>	<u>SALE PRICE</u>
Tract 30	27 acres (more or less) (subject to survey)	Plastic Omnium Auto Exteriors, LLC or assigns	\$1,485,000

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

June 4, 2014

\_\_\_\_\_

Date

**OFFER TO PURCHASE REAL PROPERTY**  
**AT THE ENTERPRISE SOUTH INDUSTRIAL PARK**  
**"WEST CAMPUS"**

**OFFEREE**

TO: HAMILTON COUNTY/CITY OF CHATTANOOGA (collectively called  
"OFFEREE")

**OFFEROR**

FROM: PLASTIC OMNIUM AUTO EXTERIORS, L.L.C. ("OFFEROR")

**DESCRIPTION**

**OFFEROR** hereby offers to purchase the following described real estate situated in Hamilton County, Tennessee: approximately 27 contiguous acres, being a portion of Tract 28, Parcel A in the Enterprise South Industrial Park (the "Property"), subject to the Conditions of Offer and other provisions of this Offer. The approximate location of the Property is shown on attached Exhibit A ("Approximate Location of Property"). The exact location and size of the Property will be determined by **OFFEROR** and shall be reflected on the Survey (as defined below). It is our understanding that the Property will be designated as Tract 30 upon the plat of subdivision to be prepared and approved prior to Closing and recorded upon Closing, as referenced in Section 2(m) of Exhibit B.

**PRICE**

**OFFEROR** will pay for said real estate the sum of \$1,485,000.00 (27 acres @ \$55,000 per acre), subject to adjustment based on the total number acres in the Property as shown on the Survey (as defined below), payable in immediately available funds at Closing (as defined below).

**DEED**

Warranty Deed (as defined in Section 2(a) of Exhibit B) to be made in the name of **OFFEROR** or, if requested by the **OFFEROR**, in the name of The Industrial Development Board of the County of Hamilton, Tennessee ("IDB") or, to the extent permitted by this Offer, as otherwise directed by the **OFFEROR**.

**CONDITIONS OF OFFER**

This Offer is subject to the terms, provisions and conditions set forth herein and in attached Exhibit B (the "Additional Conditions of Offer"), all of which shall be deemed to have been agreed to by **OFFEROR** and **OFFEREE** upon the date of acceptance of this Offer by **OFFEREE**, which shall be the date on which this Offer has been signed by both the Hamilton

County Mayor and the Mayor of the City of Chattanooga following approval by the Hamilton County Board of Commissioners and the Chattanooga City Council (the "Effective Date").

### **DEPOSIT**

Within three business days following delivery to the **OFFEROR** of the **OFFEREE**'s acceptance of this Offer, **OFFEROR** will deposit the sum of \$74,250.00 (the "Deposit") with Pioneer Title Agency, Inc. in Chattanooga, Tennessee, as escrow agent, which sum, if the sale is consummated, shall be credited on a dollar-for-dollar basis towards the purchase price and constitute a part of the cash payment for the Property. If the Deposit is not timely paid to the escrow agent, then the agreement created upon acceptance of this Offer by the **OFFEREE** shall automatically terminate, and neither party shall have any further obligations under such agreement. Upon the date of acceptance of this Offer by the **OFFEREE**, this Offer shall become an agreement between the **OFFEROR** and the **OFFEREE** (the "Agreement"), and the term "Offer" as used herein shall thereupon mean such Agreement.

### **TITLE AND SURVEY**

Not later than ten (10) days following the Effective Date, the **OFFEREE** shall furnish to the **OFFEROR** (i) a commitment for the issuance of an owner's policy of title insurance by a national title insurance company selected by **OFFEREE** and which is reasonably acceptable to **OFFEROR** (the "Title Company") at then current standard rates under the standard form of ALTA owner's policy of title insurance in effect on the Closing Date (the "Title Policy"), with the standard printed exceptions deleted and without other exceptions except those approved by the **OFFEROR** (the "Permitted Exceptions"), and (ii) true, correct and complete copies of any documents or plats referenced in the Title Commitment (the "Exception Documents"). If the Property is conveyed to the IDB at Closing and leased to the **OFFEROR** pursuant to the PILOT Real Property Lease (as defined in Section 2(b) of Exhibit B), then the Title Policy shall insure the IDB's good and marketable fee simple title and the **OFFEROR**'s good and marketable leasehold title in the Property under the PILOT Real Property Lease.

**OFFEROR**, at **OFFEROR**'s expense, will obtain an ALTA survey of the Property by a surveyor registered and licensed under the laws of the State of Tennessee selected by **OFFEROR** who is reasonably acceptable to **OFFEREE** (the "Survey"). **OFFEROR** will provide information to the surveyor regarding the configuration of the Property and the location of the Property within Tract 28, Parcel A as needed for the preparation of the Survey. The Survey shall be certified to the **OFFEROR**. The **OFFEROR** will provide a copy of the Survey to the **OFFEREE**. The legal description of the Property for purposes of the Warranty Deed shall be based upon and conformed to such Survey.

Not later than ten (10) days following the **OFFEROR**'s receipt of all of the Title Commitment, the Survey and the Exception Documents, the **OFFEROR** will give **OFFEREE** written notice of any matters that in **OFFEROR**'s opinion render **OFFEREE**'s title less than good and marketable fee simple title (each a "Title Objection"). **OFFEROR** may require the **OFFEREE** to furnish a Title Commitment that has been updated as of the Closing Date and may re-examine the title to the Property until the Closing, and **OFFEROR** may give **OFFEREE** notice of any additional Title Objections disclosed by such reexamination. **OFFEREE** shall have a period of ten (10) days following receipt of any written notice from

**OFFEROR** of any Title Objections to satisfy such Title Objections. If **OFFEREE** fails so to satisfy any Title Objections within such period, then, at the option of **OFFEROR**, **OFFEROR** may: (i) terminate this Offer by written notice to **OFFEREE**, in which event all rights and obligations of the parties under this Offer shall expire (other than those that expressly survive termination), this Offer shall become null and void, and the Deposit shall be returned to **OFFEROR**, together with all interest accrued thereon, less \$100 paid to **OFFEREE** as independent consideration; or (ii) waive such satisfaction and performance by **OFFEREE** and elect to close.

#### **DEFAULT; NON-REFUNDABLE LIQUIDATED DAMAGES**

If **OFFEREE** fails to close on the Closing Date, time being strictly of the essence, and **OFFEROR** is ready, willing and able to perform but for **OFFEREE**'s failure, or if **OFFEREE** shall otherwise breach or default under any of the provisions of this Offer and does not cure such failure, breach or default within ten (10) days after receipt of written notice from **OFFEROR** specifying the breach or default, **OFFEROR** may either (i) exercise an action for specific performance, but not an action for money damages, or (ii) elect to terminate this Offer and receive a refund of the Deposit, together all interest thereon, and reimbursement of **OFFEROR**'s reasonable out of pocket expenses incurred in connection with this Offer. If **OFFEROR** elects to terminate and receive a refund of the Deposit, together with reimbursement of **OFFEROR**'s reasonable out of pocket expenses incurred in connection with this Offer, **OFFEROR** and **OFFEREE** shall be relieved of further liability hereunder, at law or in equity, except for the obligations which by their terms expressly survive any such termination. **OFFEROR** expressly waives all rights of action against **OFFEREE** for money damages for any matter arising out of or relating to this Offer, except pursuant to clause (ii) of this paragraph, except for any indemnification obligations of **OFFEREE** expressly set forth in this Offer, and except for rights of action based on the fraud or intentional misrepresentation or act of **OFFEREE**.

If **OFFEROR** fails to close on the Closing Date (other than as permitted by this Offer), time being strictly of the essence, and **OFFEREE** is ready, willing and able to perform but for **OFFEROR**'s failure, or if **OFFEROR** shall otherwise breach or default under any of the provisions of this Offer, and does not cure such failure, breach or default within ten (10) days after receipt of written notice from **OFFEREE** specifying the breach or default, then in such case, **OFFEREE** shall have the right, as its sole and exclusive remedy, to cancel this Offer in accordance with Tennessee law and have the Deposit delivered by Escrow Agent to **OFFEREE** as complete and liquidated damages. In that event, this Offer shall so terminate, and **OFFEROR** and **OFFEREE** shall be relieved of further liability hereunder, at law or in equity, except for any obligations which by their terms expressly survive any such termination. **OFFEREE** expressly waives all rights of action against **OFFEROR** for specific performance or money damages for any matter arising out of or relating to this Offer, except for any indemnification obligations of **OFFEROR** expressly set forth in this Offer.

### CLOSING

Should this Offer be accepted by the **OFFEREE** and subject to all conditions set forth in this Offer, the parties agree to close the purchase and sale contemplated by this Offer (the "Closing") upon a date that is mutually acceptable to **OFFEROR** and **OFFEREE** following approval by the Enterprise South Industrial Park Development Review Committee of final plans for and drawings of the project to be constructed by the **OFFEROR** upon the Property (the "Closing Date"). If such final plans and drawings are not approved by the Enterprise South Industrial Park Development Review Committee not later than June 30, 2014, then, at the option of **OFFEROR**, **OFFEROR** may terminate this Offer by written notice to **OFFEREE**, in which event all rights and obligations of the parties under this Offer shall expire (other than those that expressly survive termination), this Offer shall become null and void, and the Deposit shall be returned to **OFFEROR**, together with all interest accrued thereon, less \$100 paid to **OFFEREE** as independent consideration.

### EXPENSES

**OFFEREE** shall pay for the the Title Commitment, preparation of the Warranty Deed and one-half of all remaining closing costs. **OFFEROR** shall pay for preparation of the Survey, the cost of the Title Policy in the event this purchase and sale closes, Tennessee transfer tax for recording the Warranty Deed (if any) and one-half of all remaining closing costs. **OFFEROR** shall also pay for any due diligence undertaken by **OFFEROR**, including any soil testing, environmental testing or other matters, but subject to any right of **OFFEROR** to receive reimbursement pursuant to this Offer. Each party shall be responsible for its own attorneys' fees.

### OFFEROR'S FEASIBILITY PERIOD

**OFFEROR** shall have until sixty (60) days following the Effective Date (the "Feasibility Period") to examine the Property and all matters relating thereto. If such day falls on a weekend or holiday, then the Feasibility Period will expire the next following business day. The matters which may be included in the examination of the Property (but are not required to be performed by **OFFEROR**) are, without limitation: any environmental analysis of the Property, any geotechnical studies of the Property and such other tests, analyses and investigations as **OFFEROR** shall deem necessary or desirable to determine whether the Property is suitable for **OFFEROR'S** intended use. **OFFEROR** shall notify **OFFEREE** in writing prior to the expiration of the Feasibility Period as to whether **OFFEROR** elects to proceed to close this transaction or to terminate this Agreement. Failure to give written notice by the end of the Feasibility Period shall constitute approval on the part of **OFFEROR**. If this Agreement is terminated pursuant to this paragraph, **OFFEROR** shall recover the Deposit, together with all interest accrued thereon, less \$100.00 paid to **OFFEREE** as independent consideration.

**"AS-IS" CONDITION; REMOVAL OF TRASH, DEBRIS, BUILDINGS AND STRUCTURES**

**OFFEROR** acknowledges that **OFFEROR** is purchasing the Property solely in reliance on **OFFEROR'S** own investigations, and that no representations or warranties of any kind whatsoever, express or implied, have been made by **OFFEREE**, **OFFEREE'S** officers, employees, agents or brokers, including but not limited to representations as to the suitability of the Property for **OFFEROR'S** intended use or environmental warranties, except for those expressly set forth under the heading "BROKER REFERRAL FEE" and except that by its acceptance of this Offer, **OFFEREE** warrants that it is the owner of the Property and that **OFFEREE** is authorized to convey the Property without any further approvals other than those set forth herein. **OFFEROR** further acknowledges that as of the Closing Date **OFFEROR** will have had an opportunity to become aware of all zoning regulations and other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property, and **OFFEROR'S** purchase of the Property will be "as-is", in the condition that it is in as of the Closing Date, but subject to **OFFEREE'S** obligations set forth in the following paragraph to remove all trash and debris from the Property and demolish and remove all buildings and structures currently located on the Property prior to Closing and any post-closing obligations of **OFFEREE** expressly set forth in this Agreement.

By its acceptance of this Offer, **OFFEREE** agrees that prior to the Closing, it will (i) remove all debris and trash from the Property, including without limitation all wood pallets, boxes, drums, containers, lumber, cross-ties, railroad rails, metal ductwork, shingles, concrete barriers and brush piles, and (ii) demolish and remove all buildings and structures currently located on the Property down to the foundations.

**ASSIGNMENT**

**OFFEROR** may not assign this Agreement or any rights hereunder, except to a subsidiary or affiliate of the **OFFEROR**, without the prior written consent of **OFFEREE**, which consent may not be unreasonably withheld, delayed or conditioned.

**OFFEROR'S ACCESS TO THE PROPERTY; PERMIT APPLICATIONS; OFFEROR'S RIGHT TO CLEAR BRUSH, CUT TIMBER AND CONDUCT CONSTRUCTION ACTIVITIES ON THE PROPERTY**

**OFFEROR** and **OFFEREE** have entered into a letter agreement dated April 8, 2014 regarding the **OFFEROR'S** access to the Property and right to perform Due Diligence Activities and file Permit and Approval Applications (as those terms are defined in the letter agreement), and such letter agreement remains in full force and effect and will continue in full force and effect following **OFFEREE'S** acceptance of the Offer.

**OFFEROR** and **OFFEREE** have also entered into a letter agreement dated May \_\_, 2014 regarding the **OFFEROR'S** right to clear brush and cut timber of the Property, as such letter agreement remains in full force and effect and will continue in full force and effect following **OFFEREE'S** acceptance of the Offer.

## NOTICES

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given (i) on the day it is delivered personally; or (ii) the day after it is deposited with a nationally recognized courier service for next day delivery; or (iii) three (3) days after it is deposited in the U. S. Mail, certified, postage prepaid, return receipt requested, addressed as follows:

**TO OFFEROR:** Plastic Omnium Auto Exteriors, L.L.C.  
5100 Old Pearman Dairy Road  
Anderson, South Carolina 29625  
Attn: Brian Tally, U.S. Operations Director

with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
1800 Republic Centre  
633 Chestnut Street  
Chattanooga, Tennessee 37450  
Attn: Louann Prater Smith, Esquire

**TO OFFEREE:** Hamilton County Real Property Office  
4<sup>th</sup> Floor, Mayfield Annex  
123 East 7<sup>th</sup> Street  
Chattanooga, Tennessee 37402  
Attn: Real Property Manager

## POSSESSION

Possession of property shall be transferred to **OFFEROR** on the Closing Date.

## EXPIRATION OF OFFER

This Offer shall remain open until 5:00 o'clock p.m., Eastern Time, on June 13, 2014 (the "Expiration Date"). If the **OFFEREE** does not deliver its signed acceptance of this Offer to **OFFEROR** (or **OFFEROR**'s legal counsel) prior to midnight, Eastern Time, on the Expiration Date, this Offer shall lapse and be of no further force and effect, unless **OFFEROR** in its sole discretion grants an extension.

## CONDITIONS OF DECLARATION OF COVENANTS AND RESTRICTIONS

All terms, conditions, promises and requirements contained in the Declaration of Covenants and Restrictions for Enterprise South Industrial Park recorded in Book 7085, Page 299 in the Register's Office of Hamilton County, Tennessee ("Restrictions") are agreed to by **OFFEROR**, subject to certain waivers which may be requested by the **OFFEROR** prior to the expiration of the Feasibility Period. Except for the terms, conditions and restrictions affected

by such requested waivers, this Offer contains and includes by reference all terms, conditions and restrictions contained in the Restrictions. By executing this Agreement, **OFFEROR** certifies that **OFFEROR** has read and understands the Restrictions and agrees to abide by such Restrictions which run with the Property and shall survive closing, subject to the terms of the requested waivers.

#### **BROKER REFERRAL FEE**

**OFFEROR** represents and warrants to **OFFEREE** that **OFFEROR** has not dealt with any broker or other finder in connection with its purchase of the Property. By its acceptance of this Offer, **OFFEREE** represents and warrants that **OFFEREE** has not dealt with any broker or other finder in connection with the sale to **OFFEROR** of the Property.

#### **VALIDITY OF OFFER**

The **OFFEROR** agrees and acknowledges that this Offer is binding as to the **OFFEROR** and must be accepted by the **OFFEREE** following approval by the Hamilton County Board of Commissioners and the Chattanooga City Council and executed by both of the County Mayor and City of Chattanooga Mayor prior to enforcement.

[Signature page follows.]

Signature Page

to:

Offer to Purchase Real Property at the Enterprise South Industrial Park "West Campus"

This the 21st day of May, 2014.

OFFEROR:

PLASTIC OMNIUM AUTO EXTERIORS,  
L.L.C

A Ross  
WITNESS  
ADENE ROSS

By: J. CORNET   
Title: President POAE LLC  
Date: 5/21/2014

ACCEPTANCE BY OFFEREE:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
JIM M. COPPINGER, HAMILTON COUNTY  
MAYOR

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

\_\_\_\_\_  
WITNESS

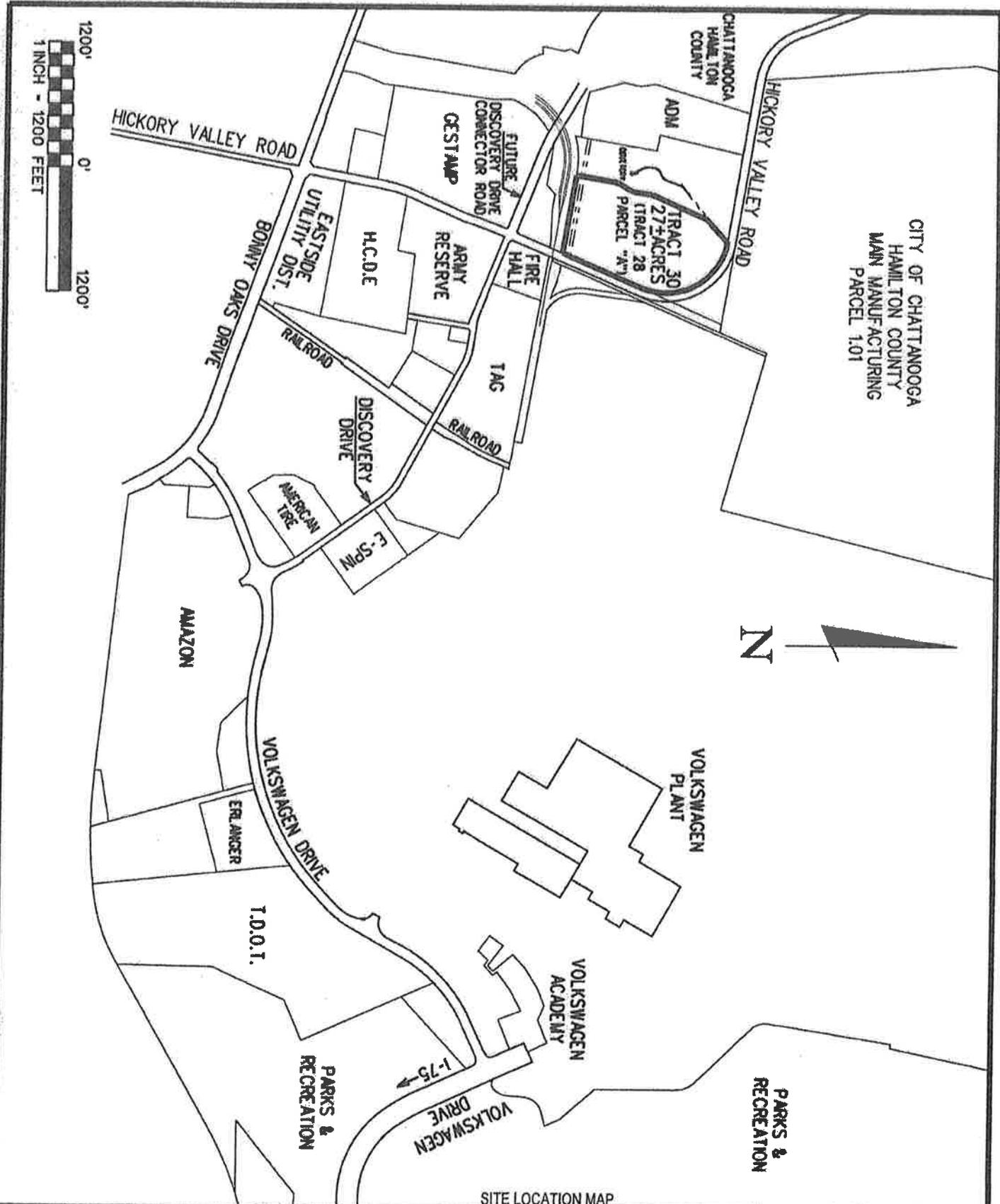
\_\_\_\_\_  
ANDY BERKE, MAYOR, CITY OF  
CHATTANOOGA

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

EXHIBIT A  
TO  
OFFER TO PURCHASE REAL PROPERTY  
AT THE ENTERPRISE SOUTH INDUSTRIAL PARK  
"WEST CAMPUS"

Approximate Location of Property

[Attached]



**SITE LOCATION MAP**

TRACT 30 (TRACT 28 - PARCEL "A")  
A PORTION OF THE CFIWAPS SOUTH PARCEL D.B. 8195, PAGE 485, R.O.H.C.

**E.S.I.P. WEST CAMPUS**  
**enterprise south**  
CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

DRAWN BY: WNH	CHECKED BY:
DRAWING NO. 1 of 1	
PROJECT NO. D931122	DATE: 05-21-14

**BWSC**  
ENGINEERS  
LANDSCAPE ARCHITECTS  
PLANNERS  
AND SURVEYORS

**BARGE WASSONER SUMNER & CANNON, INC.**  
27402  
1423 700-3020 Fax 615-759-9477

EXHIBIT B  
TO  
OFFER TO PURCHASE REAL PROPERTY  
AT THE ENTERPRISE SOUTH INDUSTRIAL PARK  
"WEST CAMPUS"

Additional Conditions of Offer

1. Delivery of Development Information. In order to facilitate **OFFEROR**'s inspection of the Property, **OFFEREE** agrees, to the extent in **OFFEREE**'s possession or control, to deliver the following items to **OFFEROR** within five (5) business days after the Effective Date unless previously provided to **OFFEROR**:

- (a) Evidence of the zoning status of the Property;
- (b) Copies of all soils, compaction, hydrologic, and environmental reports or inspections obtained by or prepared for **OFFEREE**, or in **OFFEREE**'s possession or accessible to **OFFEREE**, in connection with **OFFEREE**'s acquisition, ownership and/or development of the Property;
- (c) Copies of all governmental approvals obtained by **OFFEREE** in connection with its acquisition, ownership and/or development of the Property;
- (d) Copies of all boundary or topographic surveys, and accompanying surveyor's certificates, prepared for or obtained by **OFFEREE**, or in **OFFEREE**'s possession or accessible to **OFFEREE**, in connection with its acquisition, ownership and/or development of the Property;
- (e) Copies of all title certificates, title commitments and title insurance policies obtained by or prepared for **OFFEREE**, or in **OFFEREE**'s possession or accessible to **OFFEREE**, relating to the Property, and copies of all Permitted Exceptions and other matters scheduled or shown as exceptions to title or requirements thereon;
- (f) A copy of any recorded subdivision plat containing all or any portion of the Property;
- (g) A copy of any declaration agreement or restrictive covenant that does or may affect the acquisition, development or ownership of the Property by **OFFEROR**; and
- (h) Such other items in **OFFEREE**'s possession that **OFFEROR** may, from time to time or at any time, reasonably request in connection with its inspection of the Property.

2. **OFFEREE's Deliveries and Conditions to OFFEROR's Obligations.** **OFFEREE** shall execute and deliver at Closing (or cause to be executed and delivered at Closing) the following documents, dated the Closing Date, the form and substance of each of which shall be reasonably acceptable to **OFFEROR**, and the execution, delivery and accuracy of which shall be a condition to **OFFEROR**'s obligation to consummate the purchase and sale contemplated by the Offer:

- (a) General Warranty Deed. A General Warranty Deed (the "Warranty Deed"), in recordable form, duly executed by **OFFEREE** and conveying to **OFFEROR** good, fee simple, marketable and

insurable title to the Property, with the legal description provided in the Survey and in the Title Company's commitment for the Title Policy, subject only to the Permitted Exceptions. At the direction of **OFFEROR**, **OFFEREE** will convey the Property to the IDB or to another designee if permitted by the Offer, rather than to the **OFFEROR**. Upon Closing, the Warranty Deed shall be recorded in the Register's Office of Hamilton County, Tennessee (the "Register's Office").

(b) PILOT Real Property Lease. A Real Property Lease Agreement between the IDB and the **OFFEROR**, pursuant to which the IDB will lease the Property to **OFFEROR** for a term mutually acceptable to **OFFEROR**, **OFFEREE** and the IDB (the "PILOT Real Property Lease").

(c) Memorandum of Real Property Lease. A Memorandum of the Real Property Lease which upon Closing shall be recorded in the Register's Office.

(d) PILOT Personal Property Lease. A Personal Property Lease Agreement between the IDB and **OFFEROR**, pursuant to which the IDB will lease to **OFFEROR** all equipment, machinery and other tangible personal property to be located on the Property and used or useful in the operation of the **OFFEROR**'s facility that is to be located on the Property (collectively, the "Personal Property") for a term mutually acceptable to **OFFEROR**, **OFFEREE** and the IDB (the "PILOT Personal Property Lease").

(e) Memorandum of Personal Property Lease. A Memorandum of the Personal Property Lease which upon Closing shall be recorded in the Register's Office.

(f) PILOT Agreement. A Payment-in-Lieu-of-Taxes Agreement among the IDB, **OFFEREE**, and **OFFEROR** (the "City") (the "PILOT Agreement"), pursuant to which (a) the IDB will agree to take title to the Property and the Personal Property, (b) **OFFEREE** and **OFFEROR** will agree that the Property and the Personal Property will be exempt from all ad valorem taxes for so long as the Property and the Personal Property are owned by the IDB, and (c) **OFFEROR** will agree to pay and **OFFEREE** will agree to accept payments-in-lieu of ad valorem taxes with respect to the Property and the Personal Property in amounts and for a term mutually acceptable to **OFFEROR** and **OFFEREE**.

(g) Title Policy. The Title Policy and such endorsements thereto as the **OFFEROR** shall reasonably request, including without limitation zoning, comprehensive and survey endorsements (the "Endorsements"). If the Property is conveyed to the IDB at Closing and leased to the **OFFEROR** pursuant to the PILOT Real Property Lease (as defined in Section 2(b) above), then the Title Policy shall insure the IDB's good and marketable fee simple title and the **OFFEROR**'s good and marketable leasehold title in the Property under the PILOT Real Property Lease.

(h) FIRPTA Certificate. A certificate duly executed by **OFFEREE** setting forth **OFFEREE**'s address and Social Security or tax identification number and certifying whether or not **OFFEREE** is a foreign person for purposes of the Foreign Investment in Real Property Tax Act (a/k/a "FIRPTA").

(i) Closing Statement. A closing statement duly executed by **OFFEREE**, setting forth in reasonable detail the financial transaction contemplated by this Offer, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds.

(j) Release of VW Rights. A release (the "VW Release") of any option or other rights held by Volkswagen Group of America Chattanooga Operations, LLC or its affiliates, successors or assigns ("VW") with respect to the Property, including without limitation those option and other rights granted pursuant to an Agreement by and among OFFEREE, the Industrial Development Board of the City of Chattanooga, Volkswagen Group of America, Inc. and VW dated December \_\_\_\_, 2010. If required by the Title Company in order to remove from the commitment for the Title Policy any exceptions for such option and other rights, OFFEREE will obtain the VW Release in form acceptable for recording in the Register's Office, and the VW Release shall be recorded in the Register's Office upon Closing.

(k) Declarant Waiver Agreement. Agreements among OFFEREE, the Enterprise South Industrial Park Development Review Committee (the "Committee") and OFFEROR (the "Declarant Waiver Agreements"), pursuant to which OFFEREE and the Committee will waive (i) the rights of first refusal and reversions contained in the Restrictions, and (ii) compliance by OFFEROR with certain provisions of the Restrictions, including without limitation those provisions relating to building height, exterior finishes and setbacks; provided, however, that OFFEREE shall not be obligated to provide the Declarant Waiver Agreements until OFFEROR shall have submitted to the Committee the plans and specifications for the manufacturing facility proposed to be constructed by OFFEROR on the Property and the Committee shall have approved such plans and specifications. The Declarant Waiver Agreement relating to the rights of first refusal and reversions shall be recorded in the Register's Office upon Closing.

(l) Utilities. Evidence satisfactory to OFFEROR that water, gas, electric, storm sewer, sanitary sewer, internet, voice and data service and any other utilities or services necessary or desirable for the operation by OFFEROR of its proposed manufacturing facility are or will be available at the boundaries of the Property on terms acceptable to OFFEROR providing such utilities and services in the quantities and at the times needed by OFFEROR for the operation of its proposed manufacturing facility.

(m) Subdivision Plat. Approval by the Chattanooga-Hamilton County Regional Planning Agency of a plat based on the Survey showing the subdivision of Tract 28, Parcel A and the creation of a separate parcel for the Property to be designated Lot 30 and showing such easements and other matters, all as shall be reasonably satisfactory to OFFEROR, such plat to be recorded in the Register's Office upon Closing.

(n) Improvements to Hickory Valley Road. A memorandum of understanding between OFFEROR and OFFEREE regarding improvements to be made to Hickory Valley Road by OFFEREE or the Tennessee Department of Transportation ("TDOT") to permit (i) safe access to the Property by large trucks at the Southeastern boundary of the Property (such improvements to include without limitation a traffic light and a turn lane), (ii) safe access to the Property by visitors at the Eastern boundary of the Property, and (iii) safe access to the Property by employees at the Northern boundary of the Property (such improvements to include without limitation a traffic light or a roundabout), those improvements described in clauses (i) and (ii) to be completed not later than the start of operations at the manufacturing facility to be constructed on the Property, and those improvements described in clause (iii) to be completed not later than the completion by OFFEROR of the proposed expansion of its manufacturing facility on the Property (but not earlier than two years from the Effective Date), and the funding for such improvements to be provided by TDOT and other sources.

(o) Additional Documents. Copies of all surveys, plans and specifications and other similar documents relating to the applicable Property that may be in OFFEREE's possession (and that have not been delivered to OFFEROR previously pursuant to the provisions of Section 2 above), as well as such

other documents, affidavits or certificates as are customary or may be necessary to consummate the sale of the Property or to induce the Title Company to issue the Title Policy.

3. Possession of Property. **OFFEREE** shall deliver possession of the Property to **OFFEROR** at Closing.

4. Conditions Precedent to OFFEROR's Obligations. **OFFEROR** shall not be obligated to consummate the transaction described in this Agreement unless, as of the Closing Date:

(a) **OFFEREE** shall have performed in all material respects all of the agreements, covenants and obligations contained in this Agreement to be performed or complied with by **OFFEREE** on or prior to the Closing Date.

(b) From and after the last day of the Feasibility Period, there shall have occurred no material adverse change to the Property (or any material portion thereof) which is continuing on the Closing Date which could have an adverse impact on **OFFEROR's** intended use of the Property or its value.

(c) The Property shall be delivered to **OFFEROR** at Closing free and clear of all claims, liens and encumbrances of any kind or nature whatsoever except Permitted Exceptions.

(d) **OFFEROR** shall have obtained all applicable zoning and other governmental approvals for **OFFEROR's** contemplated use and development of the Property which are necessary or desirable to **OFFEROR** and which are not subject to any conditions or requirements which, in **OFFEROR's** sole discretion: (A) are unreasonable or (B) materially impair **OFFEROR's** contemplated use or development of the Property.

(e) Amended and Restated Access Easement. **OFFEROR** shall have entered into an amended and restated access easement agreement with Archer-Daniels-Midland Company (the "Amended and Restated Access Easement Agreement") pursuant to which that certain Temporary Access Easement Agreement dated as of September 30, 2011 and recorded in Book 9486, Page 259 in the Register's Office shall be amended and restated to relocate the access easement described therein to the location to be determined by **OFFEROR** and shown on the Survey and to contain provisions for the shared use and maintenance of the access easement by the **OFFEROR**, Archer-Daniels-Midland Company and others using the access easement, such Amended and Restated Access Easement Agreement to be recorded in the Register's Office upon Closing.

If the conditions in this Section 4 are not satisfied as of the date of Closing, **OFFEROR** may waive the unsatisfied condition in writing and proceed to Closing or terminate the Agreement.

\*\*\* End of Exhibit B \*\*\*

**ENTERPRISE SOUTH INDUSTRIAL PARK  
PROPOSAL FORM  
(UPDATED AS OF 5/21/2014)**

**LOT NUMBER:** Tract 30 (now part of Tract 28, Parcel A; approximate location of Lot 30 shown on attached Exhibit A, which is subject to change based on new subdivision plat)

**ACREAGE:** Approximately 27 acres @ \$55,000  
(PRICE PER ACRE)

**TOTAL PURCHASE PRICE:** \$1,485,000

**I. GENERAL COMPANY INFORMATION**

**PURCHASER:** PLASTIC OMNIUM AUTO EXTERIORS, L.L.C.

**ADDRESS:** 5100 Old Pearman Dairy Road  
Anderson, South Carolina 29625  
Attention: Brian Tally, U.S. Operations Director  
Telephone: 864-662-3041  
brian.tally@plasticomnium.com

**PRINCIPAL OWNERS AND TITLES:**

Sole corporate owner: Plastic Omnium, Inc.

**PRINCIPAL OFFICERS AND TITLES, IF DIFFERENT FROM ABOVE:**

Patrick Raley, U.S. Director, HR/HSE  
Marc Perraudin, Industrial & Engineering Director  
Marc Cornet, President & CEO

**PROPOSED OCCUPANTS(S) OF FACILITY:**

Plastic Omnium Auto Exteriors, L.L.C. or subsidiary or affiliate

**IF OCCUPANT IS OTHER THAN PURCHASER, PLEASE PROVIDE NAMES, ADDRESSES AND CONTACT PERSON:**

N/A

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**II. PROJECT SPECIFICATIONS**

IS THIS A NEW BUSINESS TO HAMILTON COUNTY?       X   YES            NO

IS THIS AN EXPANSION?                                        YES       X   NO

IS THIS A RELOCATION?                                        YES       X   NO

**DESCRIPTION OF PROPOSED PROJECT (OVERALL DESCRIPTION OF OPERATIONS): (REQUIRED)**

Manufacturing operations which include (among others) injection molding, painting and assembly of automobile exterior components, such as bumpers and fenders, for sale and delivery to OEMs. The Company is a tier one supplier for Volkswagen and other OEMs in the Southeast.

**NUMBER OF EMPLOYEES CURRENTLY EMPLOYED BY YOUR COMPANY IN HAMILTON COUNTY, TENNESSEE (IF ANY):**

       -0-       

**TOTAL NUMBER OF PERMANENT EMPLOYEES AT NEW FACILITY: (REQUIRED)**

**INITIAL PHASES:**

AT START-UP            184       

WITHIN ONE YEAR            255       

WITHIN THREE YEARS                                            300       

**ADDITIONAL PHASES (UNDER CONSIDERATION FOR 2016/REQUIRES BUILDING EXPANSION)**

WITHIN FIVE YEARS                                             350       

**TYPE OF JOBS TO BE CREATED AND WAGE INFORMATION: (REQUIRED)**

Initial Phases of Project:

TITLE	START	MAXIMUM
production	148	236
maintenance	20	23
office	8	29
management	8	12



**SCHEDULE OF CONSTRUCTION AND ESTIMATED COMPLETION DATE: (REQUIRED)**

ANTICIPATED TO BE 16 MONTHS, WITH OCTOBER 2015 COMPLETION

**PROPOSED OPERATIONAL DATE: OCTOBER 2015**

**V. PRODUCTION**

**DESCRIBE THE PRODUCTION PROCESS. (REQUIRED)**

To be provided in a supplement to the extent not confidential.

**DESCRIBE THE RAW MATERIALS USED. (REQUIRED)**

To be provided in a supplement to the extent not confidential.

**DESCRIBE THE CHEMICALS EMPLOYED IN THE PRODUCTION PROCESS. (REQUIRED)**

To be provided in a supplement to the extent not confidential.

**DESCRIBE WHAT MANUFACTURING PROCESSES ARE USED (I.E. CUTTING, WELDING, GRINDING COATING, ETC.) (REQUIRED)**

To be provided in a supplement to the extent not confidential.

**VI. FINANCING**

**PROJECTED CAPITAL INVESTMENT (INCLUDING LAND COST): \$70,000,000**

**REAL PROPERTY \$ 24.4      PERSONAL PROPERTY \$ 45.6**

**FINANCING PLAN FOR PROJECT:**

CASH

**LIST OF PREVIOUS DEVELOPMENT EXPERIENCE:**

2-3 MANUFACTURING PLANTS GLOBALLY SINCE 2010

**VII. PRELIMINARY TRANSPORTATION DATA**

**TRUCK TRIPS PER WEEK (REQUIRED)**

To be provided in a supplement.

**AUTO TRIPS PER WEEK (INCLUDING EMPLOYEES, CUSTOMERS & OTHERS) (REQUIRED)**

To be provided in a supplement.

**RAIL CARS PER WEEK (INBOUND AND/OR OUTBOUND) (REQUIRED)**

NONE

**VIII. PRELIMINARY UTILITY DEMAND DATA**

**WATER:** This information has been or will be provided directly to Eastside Utility District

DOMESTIC USE \_\_\_\_\_ GPM (PEAK) \_\_\_\_\_ GPD (TYPICAL) \_\_\_\_\_

PROCESS USE \_\_\_\_\_ GPM (PEAK) \_\_\_\_\_ GPD (TYPICAL) \_\_\_\_\_

FOR \_\_\_\_\_ HR DURATION

OTHER (DESCRIBE):

---

**SEWER:** This information has been or will be provided directly to the City.

DOMESTIC USE \_\_\_\_\_ GPM (PEAK) \_\_\_\_\_ GPD (TYPICAL) \_\_\_\_\_

PROCESS USE \_\_\_\_\_ GPM (PEAK) \_\_\_\_\_ GPD (TYPICAL) \_\_\_\_\_

DESCRIBE CHARACTERISTICS OF INDUSTRIAL WASTE:

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**NATURAL GAS:** This information has been or will be provided directly to Chattanooga Gas Company.

HEATING \_\_\_\_\_ BTU (ESTIMATED LOAD)

PROCESS \_\_\_\_\_ BTU (ESTIMATED LOAD)

**ELECTRICAL POWER:** This information has been or will be provided directly to EPB and TVA.

\_\_\_\_\_ KWH PER MONTH \_\_\_\_\_ KVA SERVICE

**DESCRIBE ANY SPECIAL NEEDS FOR VOICE AND/OR DATA COMMUNICATIONS:**

This information has been or will be provided directly to EPB.

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**OTHER UTILITY REQUIREMENTS:**

To be provided in a supplement.

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-----CONTACT INFORMATION ON ALL UTILITY REPRESENTATIVES IS AVAILABLE ON REQUEST.-----

**ADDITIONAL INFORMATION YOU MAY WISH TO PROVIDE:**

None at this time.

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**THIS IS NOT AN OFFER TO PURCHASE.**

**I CERTIFY THAT I HAVE READ AND UNDERSTAND THE COVENANTS AND RESTRICTIONS AND AGREE TO ABIDE BY THE CURRENT ENTERPRISE SOUTH INDUSTRIAL PARK TENANT COVENANTS AND RESTRICTIONS, *subject to properly obtained waivers.***

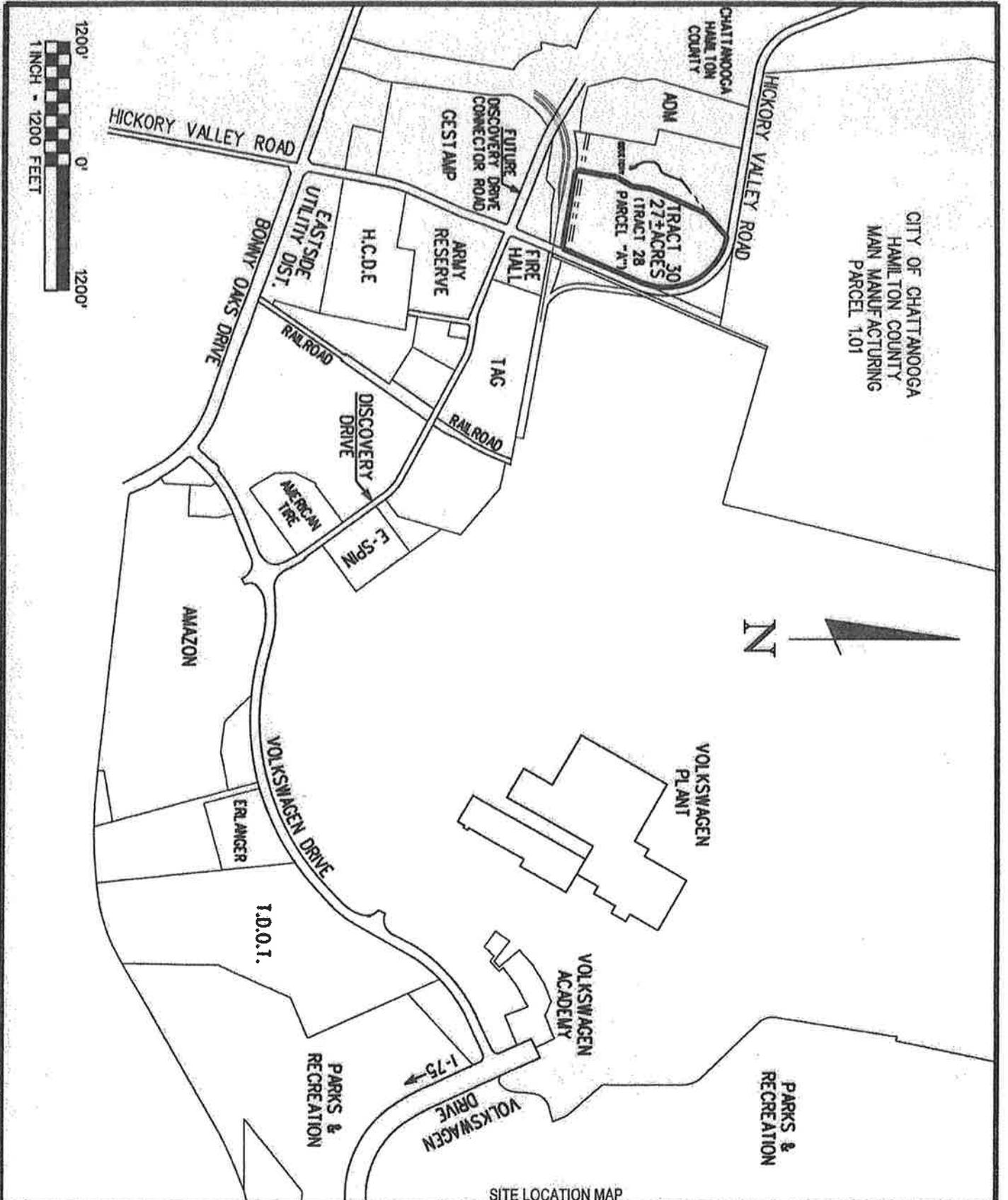
**PROPOSAL SUBMITTED BY (PURCHASER):**

  
(Louann P. Smith)  
**SIGNATURE**

PLASTIC OMNIUM AUTO EXTERIORS, L.L.C.  
**NAME OF PURCHASER (PRINT)**

OUTSIDE LEGAL COUNSEL  
**TITLE**  
May 21, 2014  
**DATE**

EXHIBIT A TO ESIP PROPOSAL FORM



SITE LOCATION MAP

TRACT 30 (TRACT 28 - PARCEL "A")  
 A PORTION OF THE CFI/WAPS SOUTH PARCEL D.B. 8195, PAGE 485, R.O.H.C.

**E.S.I.P. WEST CAMPUS**  
 enterprise<sup>®</sup> south  
 CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

DRAWN BY: WNH	CHECKED BY:
GRAPHIC NO.:	1 of 1
PROJECT NO.:	DATE:
D831122	05-21-14

**BWSC**  
 BARGE WASSONER  
 SUMNER &  
 CANNON, INC.  
 ENGINEERS PLANNERS  
 LANDSCAPE ARCHITECTS AND SURVEYORS  
 810 Market Street, Suite 205 Chattanooga, Tennessee 37402  
 Phone 423 756-0025 Fax 423 756-0417



# Hamilton County Board of Commissioners RESOLUTION

No. 614-13

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 2014-2015 CONTRACT PERIOD, IN AN AMOUNT NOT TO EXCEED \$447,100 TO PROVIDE TENNDERCARE OUTREACH PROGRAM SERVICES.

WHEREAS, the TennCare Bureau has contracted with the Tennessee Department of Health to implement a statewide TENNderCare Outreach Program in order to come into compliance with a Federal Consent Decree; and

WHEREAS, services must include, but not be limited to: community outreach, home visits, personal contact via phone and mail, and meetings of the Advisory Committee; and

WHEREAS, the State is providing \$113,000 additional funds for the Welcome Baby Program which is to provide outreach visits and referrals to high risk infants and their families in Hamilton County in order to prevent and reduce the number of infant deaths through early identification and referrals to address their needs; and

WHEREAS, the State has agreed to provide \$447,100 for the provision of these Outreach Services; and

WHEREAS, this program and services is for the health and well-being of the TennCare children and adolescents 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 contract period of July 1, 2014 through June 30, 2015 in an amount not to exceed \$447,100.

**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

June 4, 2014

\_\_\_\_\_  
Date

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> July 1, 2014	<b>End Date</b> June 30, 2015	<b>Agency Tracking #</b> 34360-33815	<b>Edison ID</b>		
<b>Contractor Legal Entity Name</b> Chattanooga – Hamilton County Health Department				<b>Edison Vendor ID</b> 4208	
<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		<b>CFDA #</b> 93.505			
<b>Service Caption (one line only)</b> TENnderCare Outreach Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2015		\$113,000	\$ 334,100		\$ 447,100
<b>TOTAL:</b>		\$113,000	\$ 334,100		\$ 447,100
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<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>OCR USE - GG</i>		
<b>Speed Chart (optional)</b> HL00008100		<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, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga – Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of TENNderCare Outreach Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES:**

A.1. The Grantee shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. Service Definition.

"EPSDT" means Early Periodic Screening, Diagnostic, and Treatment.

A.3. Service Goals. The TENNderCare Program provides outreach to TennCare enrolled children and families regarding the benefits of EPSDT as outlined in the contract ID-09-24977 with the Bureau of TennCare.

A.4. Service Recipients. Service recipients are TennCare eligible families with children under the age of 21 and special target populations including but not limited to children with special healthcare needs, persons with limited English proficiency, homeless women and children, and pregnant women (including pregnant adolescents).

A.5. Service Description. The Grantee shall.

- a. Participate in the TennCare Call Center component of the State's TENNderCare Outreach program by allowing the call center to schedule appointments at the health department clinics.
- b. Develop and maintain a biennial TENNderCare Community Outreach Plan submit a final draft to the State in accordance with established guidelines.
- c. Evaluate approved TENNderCare Community Outreach Plan annually utilizing the State approved evaluation tool.
- d. Conduct all community outreach activities outlined in the Grantee TENNderCare Community Outreach Plan and any plan amendments submitted to and approved by the State.
- e. Conduct community focused outreach activities to specific target populations as identified in the Community Outreach Plan and submit any plan amendments approved by the State.
- f. Conduct community outreach activities designed to reach pre-teen, teen, and young adult populations.

- g. Provide dedicated staff for community outreach in Hamilton County as delineated in its most current approved TENNderCare Community Outreach Plan and any plan amendments incorporated by reference as if fully set out herein and on file in the Department of Health, Division of Community Health Services.
- h. Hire part-time lay outreach workers, some of them bilingual when appropriate, to conduct face-to-face contacts with families of TennCare eligible children and perform other TENNderCare related program activities in support of the approved TENNderCare Community Outreach Plan and any plan amendments. When possible, lay outreach workers should reflect the diversity of the population in the community.
- i. Attend all meetings, conference calls, and trainings provided by the State for all dedicated TENNderCare Outreach staff.
- j. Participate in coalitions of traditional and non-traditional partners to include state agencies serving children.
- k. Conduct an annual agency meeting to promote the TENNderCare program and local activities.
- l. Use and distribute standardized and approved TENNderCare educational materials developed by the TennCare Enrollee Outreach Workgroup, Bureau of TennCare, or the State.
- m. Provide dedicated staff for outreach visits to high risk families in (metro) as delineated in the TENNderCare program – *Welcome Baby Initiative* guidelines and within budgetary constraints.

A.6. Service Reporting. The Grantee shall report and maintain data for all outreach activities according to reporting processes specified by the State.

- a. Provide monitoring of performance of community outreach activities to assure that targeted populations are reached.
- b. Provide training to supervisory staff and technical assistance to both supervisory staff and lay outreach workers.
- c. Provide format and guidelines for conducting and reporting all community outreach activities.

A.7. Service Deliverables. The Grantee shall.

<b>Deliverable</b>	<b>Contract Section*</b>	<b>Delivery Date</b>	<b>Due to Whom?*</b>	<b>Requested Format</b>
Submit Regional Community Outreach Plan biennially.	A.5.b.	Biennial – May 1	Statewide Community Outreach Director	MS Word
Complete Annual Program Self-Evaluations	A.5.c., d., e.	Within 45 days post fiscal year end	SWCOD	MS Word/Excel
Review progress towards projected target population contacts and report any deficiencies.	A.5.d.	10 business days prior to the end of each quarter	SWCOD (deficiencies only)	Email
Submit community outreach plan	A.5.d. & e.	Within first	SWCOD	MS

<b>Deliverable</b>	<b>Contract Section*</b>	<b>Delivery Date</b>	<b>Due to Whom?*</b>	<b>Requested Format</b>
amendments as deemed necessary		18 months of outreach plan life		Word/Email
Report activities and events in electronic reporting tool	A.5.f.	Within one (1) week of the event/activity	SWCOD	Electronic (Survey Gizmo)
Reporting understaffing of 20% or above	A.5.g.	After 45 days of consecutive understaffing	SWCOD	Phone/Email
Report staffing distribution in annual program self-evaluation	A.5.h.	Within 45 days post fiscal year end	SWCOD	MS Word
100% regional representation at all conference calls, meetings and trainings.	A.5.i.	As established by the program	SWCOD	Phone/In-Person
Report meetings in electronic reporting tool	A.5.j. & k.	Within one (1) week of the meeting	SWCOD	Electronic (Survey Gizmo)
Report distribution of educational materials in electronic reporting tool	A.5.l.	Within one (1) week of distribution	SWCOD	Electronic (Survey Gizmo)
Report distribution of dedicated staff in budget proposal for Welcome Baby Initiative	A.5.m.	Within 30 days of signed contract	SWCOD	Email
Report outreach efforts for Welcome Baby Initiative as completed by dedicated staff	A.5.m.	Within 2 days of completed outreach	SWCOD	Electronic (Survey Gizmo)

A.8. The State shall:

- a. Provide monitoring of performance of community outreach activities to assure that targeted populations are reached.
- b. Provide training to supervisory staff and technical assistance to both supervisory staff and lay outreach workers.
- c. Provide format and guidelines for conducting and reporting all community outreach activities.

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 subsection b. and c., below);
- b. the Community Outreach Plan (Attachment 1).
- c. the TENNderCare Program – Welcome Baby Project Guidelines (Attachment 2).

A.10. 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.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Forty-Seven Thousand One Hundred Dollars (\$447,100). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 4) 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:

Rachel Hardaway, Community Outreach Director  
 Tennessee Department of Health  
 Primary Prevention Impact Services  
 Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, TN 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, Primary Prevention Impact Services
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 5).

- 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 said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form 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 contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.
- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) 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 state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, 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. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for*

*Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Allysceaeiou B Spears, PhD, MPH – Director  
 Tennessee Department of Health  
 Primary Prevention Impact Services  
 Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Email Address: [Allysceaeiou.B.Spears@tn.gov](mailto:Allysceaeiou.B.Spears@tn.gov)  
 Telephone # 615-741-0378  
 FAX # 615-532-8669

The Grantee:

Becky Barnes, Administrator  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, TN 37403-2146  
 Email address: [BeckyB@Hamiltontn.gov](mailto:BeckyB@Hamiltontn.gov)  
 Telephone #: (423)209-8000  
 FAX #: (423)209-8001

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.7. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this 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 HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

- E.8. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the Tennessee “Children’s Act for Clean Indoor Air of 1995,” 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.10. 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.11. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.12. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee’s Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 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 section 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>).

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 is awarded.
- c. If this Grant 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 becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant 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.13. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.505 – Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program

**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)**

**APPROVED AS TO FORM:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

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**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

### **PURPOSE:**

To provide, in a timely manner, an aggressive and effective outreach service to inform enrollees and the general public of the existence of the TENNderCare program, including the availability of specific TENNderCare screening and treatment services. This will be accomplished by the use of effective methods (developed through collaboration with agencies who have established procedures for working with such individuals) to inform TennCare eligibles about the availability of TENNderCare; with methods specifically developed for those who have limited reading proficiency, and/or limited English proficiency, and/or are visually impaired and/or hearing impaired.

### **REGION OVERVIEW:**

The Chattanooga Hamilton Region is located in the Southeast Grand Division. It is comprised of one primary county (Hamilton) and borders the state of Georgia. Chattanooga is the fourth largest metro area in the state.

According to the 2011CMS 416 Report data, the region had a total of 39,930 TennCare Eligibles who were eligible for EPSDTs during the reporting period of October 1, 2010 through September 30, 2011. The overall screening rate for the region was 97.59%. The primary targeted zip codes for the community nearest the health department are 37402, 37403, 37405, 37406, 37408 and 37410. The primary targeted zip codes for the rural communities are 37302, 37308, 37336, 37363, 37373 and 37379. Other areas identified as having socioeconomic issues impeding consistent health care are located in 37416 and 37421 zip codes respectively.

### **OUTREACH PLAN:**

#### **Target Populations/Audiences**

The Chattanooga Hamilton County (CHR) Regional TENNderCare Program will target all TennCare eligible populations. Primary focus will be given to the 10-20 year old population.

#### *TennCare eligible children and/or their parents:*

According to the 2011 CMS Report, there were a total of 39,930 TennCare eligible children eligible for EPSDTs during the period of October 1, 2010 through September 30, 2011.

#### *TennCare eligible adolescents and young adults to age 21:*

TennCare eligibles adolescents are defined as TennCare eligibles from age 10-18 years of age. According to the 2011 CMS Report, there were a total of 13,452 in the region. TennCare eligible young adults are defined as

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

TennCare eligibles ages 19-20 years. According to the 2011 CMS Report, there were a total of 4,278 in the region. The goal is to serve 6000 adolescents and young adults during the reporting period.

*TennCare eligible children who are pre-school and school age:*

TennCare eligible pre-school children are defined as TennCare eligibles from birth through five (5) years old. According to the 2011 CMS Report, there were a total of 14,698 pre-schools children in the region. TennCare eligible school age children are defined as TennCare eligibles from six (6) years to nine (9) years old. According to the 2011 CMS Report, there were a total of 7,502 school age children in the region. The program goal is to serve 2000 pre-school and school age children during the reporting period.

*TennCare eligible children with special health care needs, including visually impaired and/or hearing impaired:*

TennCare eligible children with special health care needs will be identified through state and local agencies, which will include: Child Special Services, TEIS, the local department of education, Maternal and Child Health programs in Hamilton County, Siskin, Signal Centers, Head Start and physicians. The program goal is to serve approximately 650 special health care needs individuals during the reporting period.

*TennCare eligible individuals with limited reading proficiency and/or limited English proficiency:*

TennCare eligible individuals with limited reading proficiency and/or limited English proficiency will be identified through collaborative efforts with La Paz, Partnership for Families, Children and Adults, health department programs and by conducting events in areas with a large population of limited English speaking residents. The goal is to serve 1200 LEP residents during the reporting period.

*Local specific populations, audience and/or entities:*

The homeless population is defined as persons (Children and Women) living in transitional living settings who are TennCare eligible. In the state of Tennessee, the number of identified homeless children is approximately 74%. The local TENNderCare Outreach program has partnered with the local board of education to assist homeless populations via the Homeless Liaison. This person works with identified homeless students pursuant the McKinney-Vento Homelessness Assistance Act. Currently there are approximately 1200 identified homeless students in Chattanooga Hamilton County. This partnership will allow TENNderCare to interface with the target population via PTO meetings, individual meetings scheduled by the

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

Homeless Liaison as well as representatives from the Department of Human Services.

*Pregnant Adolescents-* The pregnant adolescent population is defined as young girls, under the age of 19, who are pregnant. TENNderCare has partnered with the local WIC, HUGS, Healthier Beginnings and Home Bound Services Coordinator of the local school department to identify the target population. The program is also working with a teen parenting program based at one of the area schools. These initiatives will allow services to approximately 50 pregnant adolescents in the county.

### Activities

The Regional TENNderCare Program will strive to convey the importance of Early, Periodic, Screening, Diagnosis, and Treatment (EPSDTs) to TennCare eligibles. The TENNderCare message will be conveyed to through various venues to all target populations/audiences. The program will distribute TennCare and Tennessee Department of Health approved materials. Age appropriate incentives will be used and distributed during outreach activities.

The region will conduct and report outreach activities within the following major outreach areas: (1) Community-based Outreach, (2) Dental Outreach, (3) Home Visiting Outreach, (4) Media Outreach, and (5) Special Projects.

*Insert the following only if you have counties with less than 80% -* Targeted outreach activities will be conducted in the following counties which were identified to have less than 80% screening rate according to the 2011 CMS 416 Report: Chattanooga Hamilton County.

The Regional TENNderCare Program Director will evaluate programmatic progress towards the projected number of contacts at the conclusion of year one. Amendments to the number of contacts (increasing or decreasing) can be submitted to the Statewide Community Outreach Director for review and approval via email as deemed necessary by the Regional TENNderCare Program Director.

### Community-Based Outreach

Community-based outreach activities will be identified and conducted as appropriate in the following areas: Community Events/Fairs, Educational-based, Health-Department Based, Local/Regional Agency/Businesses/Organizations, and Medical Providers/Institutions. Specific activities noted in each sub-section.

#### *Community Events/Fairs*

The local TENNderCare Outreach Program will coordinate and participate in the annual Minority Health Fair, the Eastlake Celebration, Parks and

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

Recreation, East Chattanooga Improvement, local faith based organizations, health ministries and all youth focused community programming, i.e. summer camps and after school care. The

The following target audience(s)/population(s) and potential number of contacts will be:

\*Target audience(s)/population(s) 10-18 with potential contacts 12,000.

\*Target audience(s)/population(s) 19-20 with potential contacts 3,200.

### *Educational-Based*

Outreach to the 0 to 5 target population will consist of presentations at area day care centers, Head start and schools with Pre-K students. All other educational based outreach will be conducted at area elementary, middle, high and colleges/universities in the area. These venues serve the remaining target populations.

The following target audience(s)/population(s) and potential number of contacts will be:

\*Target audience(s)/population(s) 3-5 with potential contacts 2,400.

\*Target audience(s)/population(s) 10-20 with potential contacts 14,000.

### *Health Department-Based*

TENNderCare Outreach will participate in health department based activities to improve services for the following targeted population: Limited English Proficient, Pregnant Adolescent, Young Adults, and children.

The following target audience(s)/population(s) and potential number of contacts will be:

\*Target audience(s)/population(s) 10-18 with potential contacts 350

\*Target audience(s)/population(s) 19-20 with potential contacts 100.

### *Local/Regional Agency/Businesses/Organizations*

TENNderCare will partner with area businesses and/or organizations which are centrally located in areas where the target populations reside. The program will also partner with local organizations designed to address disparities for the target population, as well as large retailers i.e. Walmart, Dollar Tree) which are frequented by the target population and their

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

families. Booths containing educational materials and incentives will be provided for the target population during these events.

The following target audience(s)/population(s) and potential number of contacts will be:

- \*Target audience(s)/population(s) 10-18 with potential contacts 2400.
- \*Target audience(s)/population(s) 19-20 with potential contacts 2000.

### *Medical Providers/Institutions*

The TENNderCare Outreach program will partner with local pediatric offices, urgent care centers and Managed Care Organizations to reach the target population. Events will also be coordinated with service specific entities i.e. Siskin, Signal Centers to provide outreach to special healthcare needs population. New collaborative with mental health providers will address the needs of that population and further promote utilization of benefits.

The following target audience(s)/population(s) and potential number of contacts will be:

- \*Target audience(s)/population(s) 10-18 with potential contacts 500.
- \*Target audience(s)/population(s) 19-20 with potential contacts 300.

### **Dental Outreach**

Dental Outreach activities will be identified and conducted as appropriate in the following areas: Priority 1 and Community.

The regional TENNderCare program will collaborate with the School-based Dental Prevention Program (SBDPP) within Oral Health Services to conduct follow-up phone outreach to children identified by the SBDPP who have immediate dental needs (Priority 1). The regional program will follow the TENNderCare Community Outreach Guidelines for Dental Outreach. The program will attempt to reach 100% of TennCare Eligibles whose name is received in each monthly Priority 1 Report.

### *Community*

The regional TENNderCare program will collaborate with the TennCare Dental Benefits Manager and dental providers within the region to conduct dental outreach activities as appropriate.

The CHR program has partnered with the SBDPP to provide educational presentations during the screening and sealant programs at area schools. Dental outreach is also conducted in local community centers and in community settings to the target population. Extensive dental outreach is

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

conducted during Dental Health Month via marquee ads, daily announcements in the school and by distributing educational materials to the community. Educational, interactive activities are provided for the target population at every event.

The following target audience(s)/population(s) and potential number of contacts will be:

\*Target audience(s)/population(s) 10-18 with potential contacts 1000.

\*Target audience(s)/population(s) 19-20 with potential contacts 300.

### **Home Visiting Outreach**

Home Visiting Outreach will be conducted to reach TennCare eligibles that have been identified by the Bureau of TennCare to be “Not Up-to-Date” on their EPSDTs. Home visiting activities will be conducted in accordance with the TENNderCare Community Outreach Guidelines for Home Visiting Outreach. The primary target age-group will be 10-18 and the secondary target age-group will be 19-20. A total of 500 TennCare eligible contacts will be attempted each month.

### **Mass Media/Written Outreach**

Mass Media outreach events (Media Broadcast, Media Published and Media Other) will be used to disseminate the TENNderCare message to the target audiences/population as made available through collaboration with community partners.

#### *Media Broadcast*

The regional TENNderCare program will participate in media broadcast such as radio or TV interviews for the purpose of sharing information about the TENNderCare program or specific event(s)/activity (ies) will be used to target to TennCare eligibles.

The TENNderCare program will participate in radio broadcasts and PODCASTS to share information about the program. It is the goal of the program to work increase visibility and accessibility to services by utilizing area radio stations to inform the community.

The projected number of events will be 3. The projected target audience(s)/population(s) will be the entire TennCare eligible population in the region within the age range of 10-20.

#### *Media Published*

The regional TENNderCare program will use community-based media publications such as local newspapers or magazines to distribute TENNderCare program information.

## **2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton**

The projected number of events will be 5. The projected target audience/population will be the entire TennCare eligible population in the region within the age ranges of 10-20.

### *Media Other*

The regional TENNderCare program will use a variety of media outlets such as billboards/marqueses, scrolling billboards, or transportation billboards designed to carry advertising messages to share the TENNderCare program information. This may include outdoor and indoor advertising at public settings (i.e. outside of the health department) and the World Wide Web.

The projected number of events will be 4. The projected target audience/population will be the entire TennCare eligible population in the region within the age range of 10-20.

### *Newsletter Articles/Newsletters*

The regional TENNderCare program will use newsletter articles to convey the TENNderCare message to a specific audience or to share a TENNderCare outreach event/activity. This may include an announcement in a school-handbook or athletic program book, or employee newsletter.

The projected number of events will be 3. The projected target audience/population will be the entire TennCare eligible population as well as the community at large.

A regional TENNderCare newsletter will be published by the Chattanooga Hamilton County TENNderCare Community Outreach program every 3 months, which will contain updated program information, program specific announcements, health messages, upcoming presentations, newly acquired community partners, advisory board meeting information as well as notifications of community partner sponsored events. The newsletter will also include updates about TENNderCare and resources for the community.

The projected number of events will be 3. The projected target audience/population will be the Chattanooga Hamilton County region as well as the target population. Links to the newsletter will be placed on the program web page.

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

### Special Outreach Project(s)

The regional TENNderCare Program will conduct statewide and/or regional specific outreach projects to disseminate the TENNderCare message.

#### *Dental Health Month – February*

Health Educators and Lay Outreach Workers will promote dental health month via presentations at area schools and community centers. Staff will also work with the health department dental programs and area dentists to promote the message throughout the month of February. Messages will be displayed on the health department marquee as well as PODCASTS at one area high school. Dental and Oral hygiene items will be disseminated at each event. Interactive games promoting oral health will be used at PTO/PTA meetings in the rural communities.

The following target audience(s)/population(s) and potential number of contacts will be:

\*Target audience(s)/population(s) 10-18 with potential contacts 1000.

\*Target audience(s)/population(s) 19-20 with potential contacts 400.

All target populations will receive outreach during the month of February. It is the program goal to reach 100% of the population at each event and provide information to be shared with their families.

#### *Child Health Week – October*

The TENNderCare Outreach Program will conduct school presentations, healthy snack events, health and wellness initiatives, and display messages at community centers, area churches, at the health department about Child Health Week. It is the program goal to reach 100% of the population at each event. Events will have age specific activities to ensure the goal is met.

The following target audience(s)/population(s) and potential number of contacts will be:

\*Target audience(s)/population(s) 10-18 with potential contacts 1000.

\*Target audience(s)/population(s) 19-20 with potential contacts 350.

#### *Specific Regional Project(s)—*

The Chattanooga Hamilton County region will co-facilitate a teen and special health care needs seminar with local organizations. The purpose of these events is to target specific disparities for the populations. The region has begun its efforts to address these populations by creating a Teen Advisory Board/Council which is comprised of seven high school

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

students at Tyner High Academy. It is the goal of the program to expand the council to include more students from area middle and high schools. This will allow the program to interact with the target population and reach more than 300 students per interaction. The program will also host information sessions at school sporting events.

The following target audience(s)/population(s) and potential number of contacts will be:

\*Target audience(s)/population(s) 10-18 with potential contacts 300.

\*Target audience(s)/population(s) 19-20 with potential contacts 300.

*\*Target audience/population potential contacts totals indicate the amount to be reached during 2013 and 2015 or the duration of the community outreach plan.*

### **PARTNERSHIPS/ MEETINGS**

#### **Community Partners**

The regional TENNderCare program will strive to collaborate with a variety community partners (See Appendix) to disseminate the TENNderCare message to TennCare eligibles.

#### **Meetings**

The regional TENNderCare Program leadership team will attend and conduct community meetings as identified to maintain a close working relation with community partners.

##### *Annual Agency Meetings*

The projected number of events will be 2 annually.

##### *Coalition Meetings*

Coalition Meetings are designed to inform the program staff about community led initiatives to address various disparities/barriers to services. These meetings allow program staff to exchange ideas and educate communities about the services and purpose of TENNderCare. Moreover, they serve as a conduit to promote collaborations, identify resources and promote continuity of services.

## 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

The projected number of events will be 2 monthly.

### *Quarterly Advisory Board Meetings*

The TENNderCare Outreach Advisory Board meets quarterly to inform community partners of activities, events and initiatives of the program. These meetings are attended by all community partners. Presentations are conducted by special guests and TENNderCare staff from Nashville.

The projected number of events will be 3 annually.

## PROGRAM STAFF

### **Organizational Design**

The regional TENNderCare program is led by a regional TENNderCare Program Manager/Director and 2 regional TENNderCare coordinators. There are 5 part time lay workers. The lay workers will conduct outreach activities in their assigned county.

See Appendix \_\_ for a detailed organization chart.

### Job Responsibilities

*Regional Program Director/Manager*

*Regional Coordinator(s)*

*Lay outreach workers*

### Staff Recruitment

Staff vacancies will be advertised through the Hamilton County Human Resources Department. Staff will be recruited based on his/her qualifications/skills pertaining to the position. All efforts will be made to fill positions within a reasonable time frame to avoid interruption of services.

### Training

Staff training includes an orientation, formal/informal training and career development opportunities. The majority of training is conducted on site. Training is provided for staff upon hire and throughout the year. Lay Outreach workers receive a manual which provides important information on TENNderCare, outlines procedures and expectations of the position. Competency/Mastery levels are measured via TENNderCare quizzes as well as customer satisfaction surveys, which assess health educators'

## **2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton**

abilities both internally and externally. Performance evaluations are completed at the following employment milestones: 30 days, 3 months, 6 months, 9 months and 1 year, with semi-annual and annual follow-ups for the duration of employment. (Note: Probationary period was extended effective July 2010 from 6 months to 1 year). Continuing Education and career development opportunities are made available to staff that will include but isn't limited to: group dynamics, working with individuals in poverty, needs assessment, mentoring, coaching, MCO changes and team building. Staff meetings will be conducted bi-weekly to share information from conference calls and other information pertinent to program operation (policy changes).

### **REPORTING AND EVALUATION**

#### **Reporting**

Regional TENNderCare Community Outreach activities will be entered into the Patient Tracking Billing Management Information System (PTBMIS) by close of business for the previous week.

The Regional TENNderCare Program Director/Manager will adhere to all activity reporting processes as outlined by the Statewide Community Outreach Director. PTBMIS data will include the number of events and contacts for the following events/activities conducted by the regional TENNderCare staff and the number of approved educational material distributed during the events/activities as outlined in the current version of *TENNderCare Community Outreach Guidelines: Reporting Process for PTBMIS Transmittal*.

#### **Evaluation**

Regional TENNderCare Community Outreach activities will be evaluated using the current *TENNderCare- Community Outreach Evaluation Tool* annually. All evaluations will be submitted to the Statewide Community Outreach Director.

### **PLAN REVIEW AND SUBMISSION**

The Regional TENNderCare Program Director/Manager will review the regional plan periodically to ensure goals are being met by the region. A formal annual review will be conducted using the current version of the *TENNderCare Community Outreach Program Self-Evaluation Tool* provided by the State TENNderCare Community Outreach Director. The annual review will include a review of quarterly PTBMIS data for the fiscal year (July 1 - June 30).

The Regional TENNderCare Program Director/Manager will submit the *TENNderCare Community Outreach Program Self-Evaluation Tool* **and**

**2013-15 TENNderCare COMMUNITY OUTREACH PLAN**  
**Chattanooga Hamilton**

*TENNderCare Community Outreach Regional Plan -Self-Evaluation Summary* to the State TENNderCare Community Outreach Director by the established deadline. If any requirements are not met during the fiscal year, an explanation and plan of action will be outlined.

Any changes to the program's approved regional plan will be reviewed and approved regionally prior to submission to the State TENNderCare Community Outreach Director. The program will submit appropriate documents and an amended regional plan via email to the State TENNderCare Community Outreach Director for final approval.

**2013-15 TENNderCare COMMUNITY OUTREACH PLAN  
Chattanooga Hamilton**

**APPROVAL**

Regional

Prepared by: Vanessa A. Montgomery

Title: Health Program Supervisor

Revised by: 05/21/13

Submission date: 01/31/2013

Regional Approval by: Tom Rucci

Title: Director

Regional Approval date: 05/21/13

State

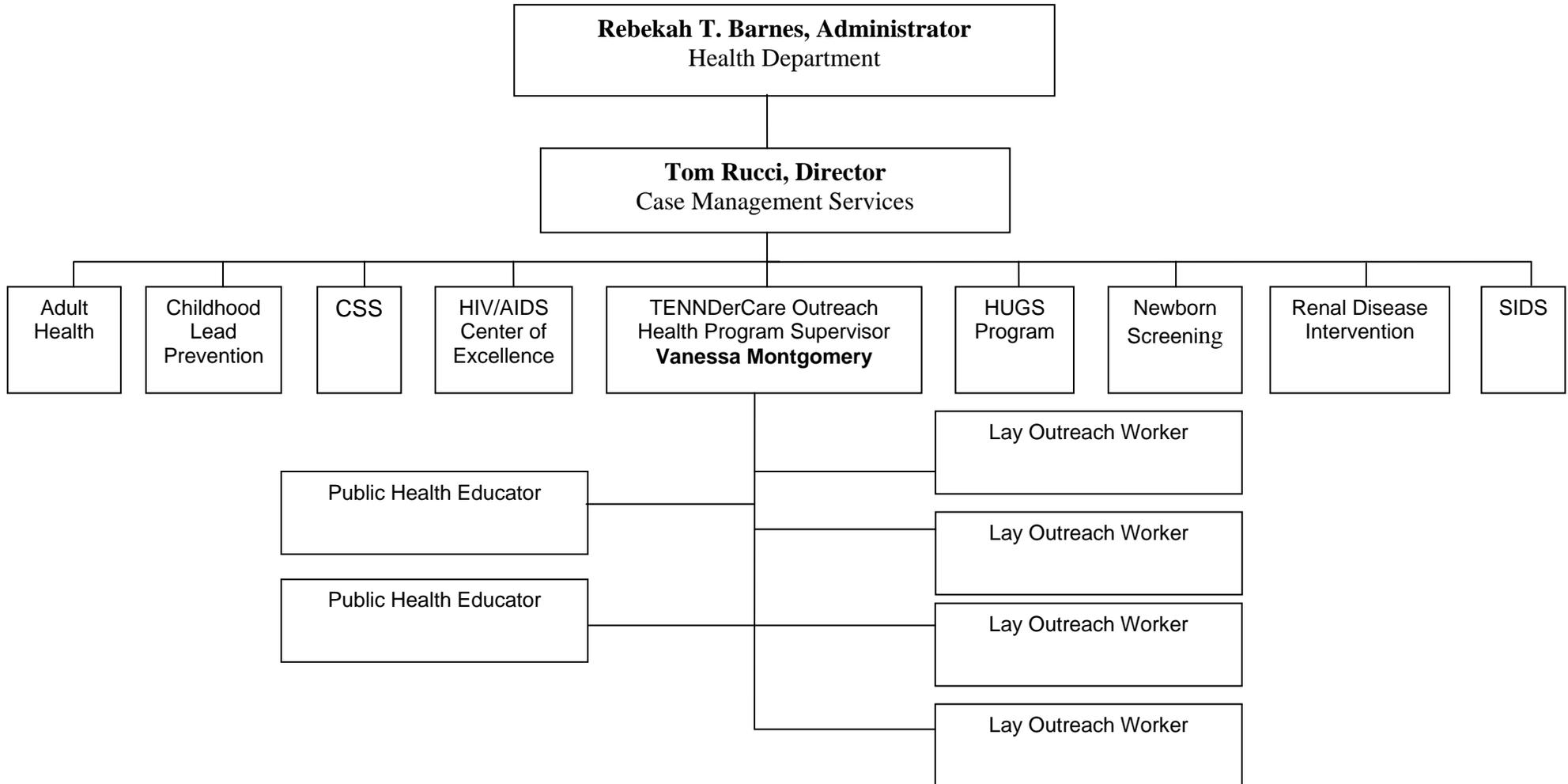
Approved by: Rachel Hardaway

Title: Statewide Community Outreach Director

Approved dated: May 21, 2013

# 2013-15 TENNderCare COMMUNITY OUTREACH PLAN Chattanooga Hamilton

Organizational Structure for  
**TENNderCare Community Outreach**  
Hamilton County Health Department



TENnderCare Program  
*Welcome Baby* Initiative  
Contract Guidelines

The *Welcome Baby* Initiative is collaboration between the Divisions of Family Health and Wellness (FHW) and Community Health Services (CHS), supported by the Office of Policy, Planning and Assessment. The Initiative will be managed by the TENnderCare Program within CHS and financially supported by the FHW – Maternal Infant and Early Childhood Home Visiting (MIECHV) Grant. The grant funding will be allocated through SFY 2016.

**Initiative Rationale:**

The purpose of *Welcome Baby* is to screen for family and child risks for infant mortality at the time of a child's birth, provide timely referrals to address their needs, connect children and families with appropriate services in the community and to improve utilization of community resources. *Welcome Baby* began with initial 30 counties identified by FHW from a 2010 county ranking assessment for the highest risk for infant mortality. These initial counties include 4 metropolitan areas and 26 rural counties (in alphabetical order):

Campbell, Claiborne, Cocke, Coffee, Cumberland, Davidson, DeKalb, Dickson, Dyer, Grundy, Hamilton, Hardin, Haywood, Hardeman, Henderson, Johnson, Lake, Lauderdale, Lawrence, Madison, Marion, Maury, McMinn, Monroe, Polk, Rhea, Scott, Sequatchie, Sevier, and Shelby.

Beginning FY 2014, two (2) additional metropolitan areas (Knox and Sullivan) were added as targeted counties. Primary focus of these two metropolitan areas was to conduct outreach to teens through the Teaching Teens Outstanding Parenting Skills (T-TOPS) Conference.

**Initiative Design:**

An initial assessment of risk and priority ranking utilizing identified data collected on the birth certificate will be conducted of all live births. The assessment will be completed by the Office of Policy, Planning and Assessment – Division of Health Statistics. Ranking will be based on a mathematical model for predicting infant mortality created exclusively for the *Welcome Baby* and approved by the *Welcome Baby* Initiative team.

Each birth certificate will receive a “risk” ranking of: Low, Medium, or High. All babies will receive a *Welcome Baby* letter which will include information about formal resources for the new parents as identified by the *Welcome Baby* Initiative team. Additional outreach will be conducted to the parents of babies with an assessment ranking of Medium and High Risk. “Medium” risk babies will receive a follow-up phone call from the TENnderCare Program – Nursing Call Center nurse\* and “High” risk babies will receive an outreach visit in the home from the TENnderCare Program – Community Outreach lay outreach worker\*.

TENnderCare Program  
*Welcome Baby* Initiative  
Contract Guidelines

The outreach message will provide additional detail information discussed in the *Welcome Baby* letter and attempt to connect the family with appropriate resources as identified.

\**Welcome Baby Initiative* staff and outreach activities will be 100% funded by the MIECHV Grant. These outreach activities will be in addition to any TENnderCare outreach activities.

**Initiative Capacity:**

The capacity for each risk group was determined by the TENnderCare Program based on current TENnderCare outreach activities. The Initiative number of contacts annually: “Low” Risk – 80,000, “Medium” Risk -5,000 and “High” Risk - 14,000.

**Regional Responsibility:**

Regional (Rural and Metropolitan) TENnderCare Community Outreach Programs will be responsible for the following:

1. Identifying and securing personnel qualified to conduct face-to-face outreach visits to families identified by the TENnderCare Program for the *Welcome Baby* Initiative. The number of personnel for each county will be dependent upon the ability to complete outreach visits within an identified time.
2. Conducting and reporting of outreach activities in accordance to guidelines set forth by the *Welcome Baby* Initiative team.
3. Monitoring *Welcome Baby* Initiative outreach activities including:
  - a. Assignment of outreach visits.
  - b. Time worked by each lay outreach worker. The number of hours worked by staff may be dependent upon the number of initial visits to be conducted within the county.
  - c. Accuracy of travel.
4. Monitoring Regional *Welcome Baby* Initiative budget.

TENNderCare Program  
*Welcome Baby* Initiative  
Contract Guidelines

**State Responsibility:**

The TENNderCare Program will be responsible for the following:

1. Providing training and technical assistance to TENNderCare Community Outreach Program staff conducting *Welcome Baby* outreach activities this includes but not limited to supervisory staff and lay outreach workers.
2. Providing monitoring of performance of *Welcome Baby* outreach activities to assure that targeted populations are reached.
3. Providing format and guidelines for conducting and reporting *Welcome Baby* outreach activities.

**ATTACHMENT 3**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

<b>Chattanooga Hamilton County Health Department - TENNderCare Community Outreach - Summary</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$274,500.00	\$0.00	\$274,500.00
2	Benefits & Taxes	\$107,100.00	\$0.00	\$107,100.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$11,700.00	\$0.00	\$11,700.00
6	Telephone	\$3,800.00	\$0.00	\$3,800.00
7	Postage & Shipping	\$1,100.00	\$0.00	\$1,100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$3,200.00	\$0.00	\$3,200.00
10	Printing & Publications	\$1,200.00	\$0.00	\$1,200.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$31,900.00	\$0.00	\$31,900.00
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	\$12,600.00	\$0.00	\$12,600.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$447,100.00</b>	<b>\$0.00</b>	<b>\$447,100.00</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.

Chattanooga Hamilton County Health Department - TENnderCare Community Outreach				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.				
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>	\$210,400.00	\$0.00	\$210,400.00
2	Benefits & Taxes	\$82,600.00	\$0.00	\$82,600.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$10,700.00	\$0.00	\$10,700.00
6	Telephone	\$3,500.00	\$0.00	\$3,500.00
7	Postage & Shipping	\$900.00	\$0.00	\$900.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$3,200.00	\$0.00	\$3,200.00
10	Printing & Publications	\$1,200.00	\$0.00	\$1,200.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$12,000.00	\$0.00	\$12,000.00
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 (3.28% of salaries & benefits)	\$9,600.00	\$0.00	\$9,600.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$334,100.00</b>	<b>\$0.00</b>	<b>\$334,100.00</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 3 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

<b>SALARIES</b>	<b>AMOUNT</b>
Ketre Commons, Public Health Educator, \$3,258.17 X 12 X 100%	\$39,098.04
Kamesha Good, Lay Outreach Worker, \$1,939.60 X 12 X 55% (PT)	\$12,801.36
Latasha Lindsey, Lay Outreach Worker, \$1,939.60 X 12 X 55% (PT)	\$12,801.36
Tammy McClintock, Lay Outreach Worker, \$1,939.91 X 12 X 55% (PT)	\$12,803.41
Janet Middlebrooks, Secretary, \$2,310.01 X 12 X 25%	\$6,930.03
Kendra Miller, Lay Outreach Worker, \$1,998.12 X 12 X 55% (PT)	\$13,187.59
Teresa Mitchell, Lay Outreach Worker, \$1,939.60 X 12 X 55% (PT)	\$12,801.36
Vanessa Montgomery, Health Program Supervisor, \$3,654.85 X 12 X 95%	\$41,665.29
Beth Simpson, Public Health Educator, \$3,399.66 X 12 X 100%	\$40,795.92
TBA, Health Case Manager, \$2,913.95 X 12 X 50%	\$17,483.70
	\$210,368.06
<b>TOTAL ROUNDED</b>	<b>\$210,400.00</b>

<b>TRAVEL/ CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Routine Local Travel	\$8,000.00
Meeting and Conferences	\$4,000.00
<b>TOTAL ROUNDED</b>	<b>\$12,000.00</b>

**ATTACHMENT 3(continued)**

**GRANT BUDGET**

**(BUDGET PAGE 4)**

<b>Chattanooga Hamilton County Health Department - TENnderCare Community Outreach</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$64,100.00	\$0.00	\$64,100.00
2	Benefits & Taxes	24,500.00	\$0.00	\$24,500.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,000.00	\$0.00	\$1,000.00
6	Telephone	\$300.00	\$0.00	\$300.00
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	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$19,900.00	\$0.00	\$19,900.00
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 (3.38% of salaries & benefits)	\$3,000.00	\$0.00	\$3,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$113,000.00</b>	<b>\$0.00</b>	<b>\$113,000.00</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 3 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 5)**

<b>SALARIES</b>	<b>AMOUNT</b>
Sonia Copeny, Health Case Manager, \$2,879.75 X 12 X 100%	\$34,557.00
Arlisia Craig, Lay Outreach Worker, \$1,939.60 X 12 X 55% (PT)	\$12,801.36
Vanessa Montgomery, Health Programs Supervisor, \$3,654.85 X 12 X 5%	\$2,192.91
TBA, Secretary, \$2,424.83 X 12 X 50%	\$14,548.98
	\$64,100.25
<b>TOTAL ROUNDED</b>	<b>\$64,100.00</b>

<b>TRAVEL/ CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Routine Travel	\$18,865.00
Trainings in Nashville for 3 staff	\$1,000.00
	\$19,865.00

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM TO	
CONTRACTING STATE AGENCY Tennessee Department of Health				CONTRACT PERIOD	
PROGRAM AREA				FROM TO	
EDISON CONTRACT NUMBER				CONTACT PERSON/TELEPHONE NO.	
OCR CONTRACT NUMBER					
				<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: \_\_\_\_\_ 4

## 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 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. 614-14

**A RESOLUTION ADOPTING AN AMENDMENT TO CHAPTER 689 OF THE PRIVATE ACTS OF 1937, AND ANY OTHER ACTS AMENDATORY THERETO, RELATIVE TO THE HAMILTON COUNTY DEPARTMENT OF EDUCATION INSURANCE AND PENSION FUND EMPLOYEES' RETIREMENT ACT, AS PASSED BY THE 108TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.**

**WHEREAS,** the 108th General Assembly of the State of Tennessee has adopted House Bill No. 2547, as substituted for Senate Bill No.2641, amending Chapter 689 of the Private Acts of 1937 and any acts amendatory thereto, relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act; and

**WHEREAS,** the Governor of the State of Tennessee has signed said Amendment; and

**WHEREAS,** Section 7 of said Private Act requires that it shall have no effect unless it is approved by a two-thirds (2/3) vote of the Hamilton County legislative body.

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

That Chapter 689 of the Private Acts of 1937 (and any amendments thereto) relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act, as amended by the 108<sup>th</sup> General Assembly of the State of Tennessee be, and hereby is, adopted.

**BE IT FURTHER RESOLVED:**

That the Chairman of this County legislative body and the County Clerk shall certify and forward to the Secretary of State for the State of Tennessee notice of

the passage of 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

June 4, 2014

\_\_\_\_\_

Date

# State of Tennessee



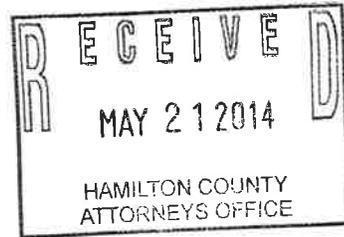
The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Rheubin M. Taylor  
County Attorney, Hamilton County  
204 Courthouse  
625 Georgia Avenue  
Chattanooga, TN 37402



Dear Mr. Taylor,

Enclosed is a certified copy of Private Chapter 69 relating to Hamilton County. This legislation was recently passed by the Tennessee General Assembly.

Pursuant to Tenn. Code Ann. §§8-3-201 and 8-3-202, the local legislative body must send notice to the secretary of state of its action by December 1 of the year of passage by the General Assembly. Please see Section 7 of Private Chapter 69 for instructions on ratification and notice to the secretary. Notification forms are enclosed for your convenience.

Please feel free to contact me at the number above if you have any questions. You may also contact Mr. Cody Ryan York, Director of Publications, at 615-741-2650. We are here to assist you in any way.

Thank you for your attention to this matter.

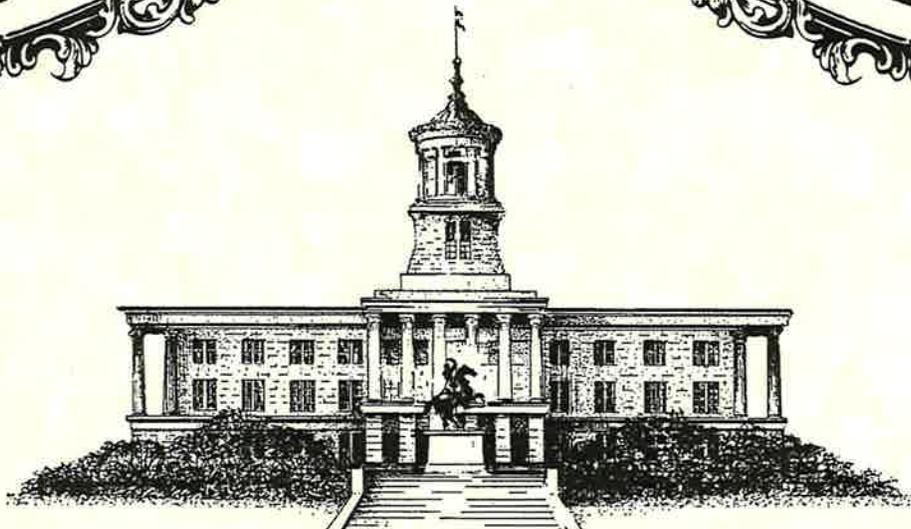
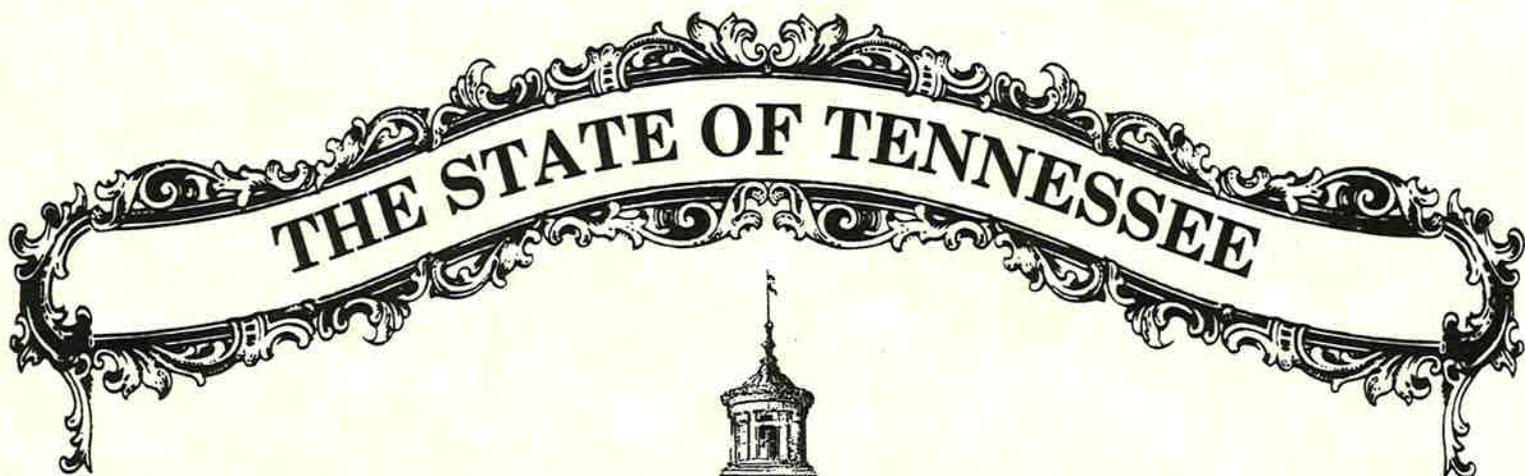
Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Senator Bo Watson  
Representative Vince Dean  
Jim Coppinger, Mayor, Hamilton County  
Private Chapter 69 file - Publications

Enclosures



*To all to whom these Presents shall come, Greeting:*

*I, Tre Hargett, Secretary of State of the State of Tennessee,  
do hereby certify that the annexed is a true copy of*

Private Chapter 69

House Bill 2547

Senate Bill 2641

2014

*the original of which is now on file and a matter  
of record in this office. In Testimony Whereof,  
I have hereunto subscribed my official signature  
and by order of the Governor affixed the  
Great Seal of Tennessee at the Department  
in the City of Nashville,  
this 19th day of May, A.D. 2014.*



Tre Hargett, Secretary of State



# State of Tennessee

## PRIVATE CHAPTER NO. 69

HOUSE BILL NO. 2547

By Representative Dean

Substituted for: Senate Bill No. 2641

By Senator Watson

AN ACT to amend Chapter 689 of the Private Acts of 1937; as amended by Chapter 242 of the Private Acts of 1945; Chapter 134 of the Private Acts of 1949; Chapter 186 of the Private Acts of 1951; Chapter 110 of the Private Acts of 1953; Chapter 111 of the Private Acts of 1953; Chapter 149 of the Private Acts of 1957; Chapter 148 of the Private Acts of 1957; Chapter 361 of the Private Acts of 1961; Chapter 146 of the Private Acts of 1963; Chapter 147 of the Private Acts of 1963; Chapter 399 of the Private Acts of 1972; Chapter 320 of the Private Acts of 1978; Chapter 136 of the Private Acts of 1981; Chapter 69 of the Private Acts of 2004; and any other acts amendatory thereto, relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 689 of the Private Acts of 1937, as amended by Chapter 242 of the Private Acts of 1945, Chapter 134 of the Private Acts of 1949, Chapter 186 of the Private Acts of 1951, Chapter 110 of the Private Acts of 1953, Chapter 111 of the Private Acts of 1953, Chapter 149 of the Private Acts of 1957, Chapter 148 of the Private Acts of 1957, Chapter 361 of the Private Acts of 1961, Chapter 146 of the Private Acts of 1963, Chapter 147 of the Private Acts of 1963, Chapter 399 of the Private Acts of 1972, Chapter 320 of the Private Acts of 1978, Chapter 136 of the Private Acts of 1981, Chapter 69 of the Private Acts of 2004, such acts comprising the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act, herein referred to as "the Plan", and any other acts amendatory thereto, is hereby amended as provided in the subsequent sections of this act, generally effective as of July 1, 2013, with specific effective dates for certain sections as may be indicated in such sections.

SECTION 2. This act amends the Plan to comply with changes in the Internal Revenue Code of 1986, herein referred to as the "Code", and various regulations and other guidance, as set forth in the 2012 Cumulative List issued by the Internal Revenue Service in Notice 2012-76 for Cycle C plans, including, but not limited to, changes under the Pension Protection Act of 2006 (PPA '06), the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act of 2007, the Heroes Earnings Assistance and Relief Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), the Small Business Jobs Act of 2010 (SBJA); the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 (PRA 2010), and the Moving Ahead for Progress in the 21st Century Act (MAP-21).

SECTION 3. Chapter 689 of the Private Acts of 1937, as amended by Chapter 242 of the Private Acts of 1945, Chapter 134 of the Private Acts of 1949, Chapter 186 of the Private Acts of 1951, Chapter 110 of the Private Acts of 1953, Chapter 111 of the Private Acts of 1953, Chapter 149 of the Private Acts of 1957, Chapter 148 of the Private Acts of 1957, Chapter 361 of the Private Acts of 1961, Chapter 146 of the Private Acts of 1963, Chapter 147 of the Private Acts of 1963, Chapter 399 of the Private Acts of 1972, Chapter 320 of the Private Acts of 1978, Chapter 136 of the Private Acts of 1981, Chapter 69 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 13.02 in its entirety and substituting instead the following:

13.02 Limitations on Benefits.

(a) The limitations of this Section 13.02 shall apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

(b) The Annual Benefit otherwise payable to a Participant at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited, or the rate of accrual reduced, to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a participant in another qualified defined benefit plan maintained by the County, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's county-provided benefits under all such defined benefit plans, determined as of the same age, would exceed the Maximum Permissible Benefit applicable at that age, the County will reduce the rate of accrual in this Plan to the extent necessary so that the total Annual Benefit payable at any time under such plans will not exceed the Maximum Permissible Benefit.

(d) The application of the provisions of this Section 13.02 shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the County as of the end of the last Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007, satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, as described in Regulation 1.415(a)-1(g)(4).

(e) Definitions (In Addition to Those Capitalized Terms Defined in Section 13.08). For purposes of this Section 13.02, the following terms shall be defined as follows:

(1) "Annual Benefit" means a benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Section 13.02. For a Participant who has or will have distributions commencing at more than one (1) Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date, and shall satisfy the limitations of this Section 13.02 as of each such date, actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Regulation 1.401(a)-20, Q&A 10(d), and with regard to Regulation 1.415(b)1(b)-1(b)(ii) (B) and (C).

No actuarial adjustment to the benefit shall be made for (i) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (ii) benefits that are not directly related to retirement benefits, such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits; or (iii) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code section 417(e)(3) and would otherwise satisfy the limitations of this Section 13.02, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Section 13.02 applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account social security supplements described in Code section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable

benefits pursuant Regulation 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

The determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with subsections (A) or (B) below.

(A) Benefit Forms Not Subject to Code section 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (A) if the form of the Participant's benefit is either (1) a nondecreasing annuity, other than a straight life annuity, payable for a period of not less than the life of the Participant, or, in the case of a qualified preretirement survivor annuity, the life of the surviving Spouse, or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant, but only if the reduction is not below fifty percent (50%) of the benefit payable before the death of the survivor annuitant, or (b) the cessation or reduction of Social Security supplements or qualified disability payments, as defined in Code section 401(a)(11).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table, or other tabular factor specified in Section 13.07 for adjusting benefits in the same form; and (II) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 13.07 for that Annuity Starting Date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, the actuarially equivalent straight life annuity is equal to the greater of (I) the annual amount of the straight life annuity, if any, payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 13.07 for that Annuity Starting Date.

(B) Benefit Forms Subject to Code section 417(e)(3). As a governmental plan there are no benefits subject to Code section 417(e)(3).

(2) "Compensation" shall mean all of a Participant's wages within the meaning of Code section 3401(a) and all other payments of compensation to an employee by the County for which the County is required to furnish the employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed, such as the exception for agricultural labor in Code section 3401(a)(2). However, compensation shall exclude amounts paid or reimbursed by the County for moving expenses incurred by an employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are deductible by the employee under Code section 217.

For Limitation Years beginning after December 31, 1991, for purposes of applying the limitations of this section, Compensation for a Limitation Year is the Compensation actually made available during such Limitation Year.

For Limitation Years beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, Compensation for a Limitation Year shall also include Compensation paid by the later of two and one-half (2½) months after an employee's severance from employment with the County, or the end of an elected or appointed term as commissioner, or the end of the calendar year that includes the date of the employee's severance from employment, or the end of an elected or appointed term as commissioner with the County, if:

(i) The payment is regular Compensation for services during the employee's regular working hours, or Compensation for services outside the employee's regular working hours, such as overtime or shift differential, commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment, or service as commissioner, with the County;

(ii) The payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or

(iii) The payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered Compensation if paid after severance from employment, or end of term as commissioner, even if they are paid by the later of two and one-half (2½) months after the date of severance from employment or the end of the calendar year that includes the date of severance from employment, except, (i) payments to an individual who does not currently perform services for the County by reason of qualified military service, within the meaning of Code section 414(u)(1), to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the County rather than entering qualified military service; or (ii) compensation paid to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Code section 414(q), immediately before becoming disabled.

Back pay, within the meaning of Regulation 1.415(c)-2(g)(8) shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this Section 13.02, compensation paid or made available during such Limitation Year shall include any elective deferral, as defined in Code section 402(g)(3), and any amount which is contributed or deferred by the County at the election of the employee and which is not includible in the gross income of the employee by reason of Code section 125 or Code section 457.

For Limitation Years beginning on and after January 1, 2001, for purposes of applying the limitations of this Section 13.02, Compensation paid or made available during such Limitation Years shall include elective amounts that are not includible in the gross income of the Employee by reason of Code section 132(f)(4).

(3) "County" shall mean the County of Hamilton, Tennessee.

(4) "Defined Benefit Compensation Limitation" As a governmental plan, this Plan is not subject to the one hundred percent (100%) compensation limit of Code section 415(b).

(5) "Defined Benefit Dollar Limitation" shall mean, as of the general effective date of this act, two hundred five thousand dollars (\$205,000), the limit for the 2013 fiscal year, as may be automatically adjusted, effective January 1 of each year, by the Secretary of the Treasury under Code section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight-life annuity. A limitation as adjusted under Code section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment provided under Code section 415(d) shall apply to Participants who have had a separation from employment.

(6) "Limitation Year" shall mean the Plan Year. All qualified plans maintained by the County shall use the same Limitation Year. If the Limitation Year is amended to a different twelve (12) consecutive month period, then the new Limitation Year shall begin on a date within the Limitation Year in which the amendment is made.

(7) "Maximum Permissible Amount" shall mean the Defined Benefit Dollar Limitation adjusted where required and to the extent applicable pursuant to subsections (A) and (B) below.

(A) Adjustment for Less Than Ten (10) Years of Participation or Service. If the Participant has less than ten (10) Years of Participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction (i) the numerator of which is the number of Years, or part thereof, but not less than one (1) year, of Participation in the Plan, and (ii) the denominator of which is ten (10). This subsection (A) shall not apply to a distribution made on account of the Participant becoming disabled by reason of personal injuries or sickness or as a result of the Participant's death.

(B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age Sixty-Two (62) or after Age Sixty-Five (65). The Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is after age sixty-five (65) as follows:

(i) Limitation Years Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65), and occurs in a Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, the Defined Benefit Limitation Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation, adjusted under subsection (7)(A) above for years of participation less than ten (10), if required, with actuarial equivalence computed using whichever of the following produces the smaller amount: (1) the interest rate and the mortality table, or other tabular factor specified in Section 13.07 of the Plan, or (2) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 13.07 of the Plan.

(ii) Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Five (65) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation, adjusted under subsection (7)(A) above for Years of Participation less than ten (10), if required, with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that annuity Starting Date as defined in Section 13.07 of the Plan, and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date.

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Five (65) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the lesser of the limitation determined under subsection (B)(ii)A and the Defined Benefit Dollar Limitation, adjusted under subsection (7)(A) above for Years of Participation less than ten (10), if required, multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity at age sixty-five (65), both determined without applying the limitations of this Section 13.02. For this purpose, the adjusted immediately commencing straight life annuity under the Plan is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this subsection (7)(B), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between age sixty-five (65) and the Annuity Starting Date, as applicable, since benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the

Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code section 417(c) upon the Participant's death.

(C) Minimum benefit permitted. Notwithstanding anything else in this definition to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) The retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans, without regard to whether a plan has been terminated, ever maintained by the County do not exceed ten thousand dollars (\$10,000) multiplied by a fraction (I) the numerator of which is the Participant's number of years, or part thereof, but not less than one (1) year, of service, not to exceed ten (10) with the County, and (II) the denominator of which is ten (10); and

(ii) The County has not at any time maintained a defined contribution plan in which the Participant participated. For this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under § 401(h), and accounts for postretirement medical benefits established under § 419A(d)(1) are not considered a separate defined contribution plan.

(8) "Year of Participation" shall mean each accrual computation period, computed to fractional parts of a year, for which the following conditions are met: (i) the Participant is credited with at least the number of hours of service for benefit accrual purposes, required under the terms of the Plan in order to accrue benefit service, and (ii) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one (1) day of the period of benefit service. If these two (2) conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation, or part thereof, for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event will more than one (1) Year of Participation be credited for any twelve-month period.

(f) Notwithstanding any provision of this Section 13.02, the application of this Section 13.02 shall be subject to such rules as may be prescribed by the Secretary of the Treasury.

SECTION 4. Chapter 689 of the Private Acts of 1937, as amended by Chapter 242 of the Private Acts of 1945, Chapter 134 of the Private Acts of 1949, Chapter 186 of the Private Acts of 1951, Chapter 110 of the Private Acts of 1953, Chapter 111 of the Private Acts of 1953, Chapter 149 of the Private Acts of 1957, Chapter 148 of the Private Acts of 1957, Chapter 361 of the Private Acts of 1961, Chapter 146 of the Private Acts of 1963, Chapter 147 of the Private Acts of 1963, Chapter 399 of the Private Acts of 1972, Chapter 320 of the Private Acts of 1978, Chapter 136 of the Private Acts of 1981, Chapter 69 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 13.03 in its entirety and substituting instead the following:

13.03. Limitation on Earnings.

(a) For purposes of computing any benefit under the Plan or any contribution made to the Plan, there shall be a limit on the amount of compensation that may be considered in any Plan Year for any Participant. The limit shall be the amount specified in this Section 13.03, as described below.

(b) For Plan Years beginning after December 31, 2001, the Annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year shall not exceed two hundred thousand dollars (\$200,000), as may be adjusted as set forth below. Annual compensation means compensation during the Plan Year or such other consecutive twelve-month period over which compensation is otherwise determined under the Plan, known as the determination period. The two hundred thousand dollar (\$200,000) limit on annual compensation in this subsection (b) shall be adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

SECTION 5. Chapter 689 of the Private Acts of 1937, as amended by Chapter 242 of the Private Acts of 1945, Chapter 134 of the Private Acts of 1949, Chapter 186 of the Private Acts of 1951, Chapter 110 of the Private Acts of 1953, Chapter 111 of the Private Acts of 1953, Chapter 149 of the Private Acts of 1957, Chapter 148 of the Private Acts of 1957, Chapter 361 of the Private Acts of 1961, Chapter 146 of the Private Acts of 1963, Chapter 147 of the Private Acts of 1963, Chapter 399 of the Private Acts of 1972, Chapter 320 of the Private Acts of 1978, Chapter 136 of the Private Acts of 1981, Chapter 69 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 13.05 in its entirety and substituting instead the following:

13.05 Right to Direct Rollover. This Section 13.05 applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 13.05, a distributee may elect, at the time and in the manner prescribed by the Pension Commission, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) Eligible rollover distribution: An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments, not less frequently than annually, made for the life, or life expectancy, of the distributee or the joint lives, or joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income, determined without regard to the exclusion for net unrealized appreciation with respect to employer securities.

(b) Eligible retirement plan: An "eligible retirement plan" is any of the following arrangements that accepts the distributee's eligible rollover distribution:

- (1) An individual retirement account described in Code section 408(a);
- (2) An individual retirement annuity described in Code section 408(b);
- (3) An annuity plan described in Code section 403(a);
- (4) A qualified trust described in Code section 401(a);
- (5) An annuity contract described in Code section 403(b);
- (6) An eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; and
- (7) For distributions made after December 31, 2007, a Roth IRA described in Code section 408A(b).

A portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax Participant

contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or to an annuity contract described in Code section 403(b) that agrees to separately account for amounts so transferred including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a domestic relations order accepted by the Pension Commission.

(c) Distributee: A "distributee" includes an employee or former employee eligible for benefits under the Plan. In addition, the employee's or former employee's surviving Spouse and the employee's or former employee's Spouse or former Spouse who is the alternate payee under a domestic relations order accepted by the Pension Commission, are distributees with regard to the interest of the Spouse or former Spouse.

Effective for distributions made after December 31, 2010, a "distributee" also includes a Participant's nonspouse beneficiary. However, in the case of a nonspouse beneficiary, the rollover must be a direct rollover and only can be made to an individual retirement account or annuity describe in Code section 408(a) or 408(b) ("IRA") that is established on behalf of the beneficiary and will be treated as an inherited IRA pursuant to Code section 402(c)(ii). Also, in the case of a nonspouse beneficiary, the determination of any required minimum distribution under Code section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18. If such distribution is made prior to January 1, 2010, it is not subject to the direct rollover requirements of Code section 401(a)(31), the notice requirements of Code section 402(f) or the mandatory withholding requirements of Code section 3405(c). If a nonspouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a sixty-day (nondirect) rollover.

If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary with the meaning of Code section 401(a)(9)(E).

(d) Direct rollover: A direct rollover is a payment by the Plan to an eligible retirement plan specified by the distributee and as allowed by law.

SECTION 6. Chapter 689 of the Private Acts of 1937, as amended by Chapter 242 of the Private Acts of 1945, Chapter 134 of the Private Acts of 1949, Chapter 186 of the Private Acts of 1951, Chapter 110 of the Private Acts of 1953, Chapter 111 of the Private Acts of 1953, Chapter 149 of the Private Acts of 1957, Chapter 148 of the Private Acts of 1957, Chapter 361 of the Private Acts of 1961, Chapter 146 of the Private Acts of 1963, Chapter 147 of the Private Acts of 1963, Chapter 399 of the Private Acts of 1972, Chapter 320 of the Private Acts of 1978, Chapter 136 of the Private Acts of 1981, Chapter 69 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 13.07 in its entirety and substituting instead the following:

13.07 Actuarial Equivalent.

(a) Effective July 1, 2002, "actuarial equivalent" shall mean a benefit of equivalent value on the basis of a seven and one-half percent (7.5%) interest rate, the RP-2000 Mortality Table for Employees (Male) for Members, and the RP- 2000 Mortality Table for Employees (Female) for Beneficiaries.

(b) Notwithstanding the foregoing, the mortality table and the interest rate for the purposes of determining the actuarial equivalent of the limitation on benefits described in Section 13.02 shall be the "applicable mortality table" and the "applicable interest rate" described below:

(1) For Plan Years beginning before January 1, 2008, the "applicable interest rate" is the rate of interest on thirty-year Treasury securities determined

as of the "lookback month" for the "stability period", as explained in Subsection (3) below. For Plan Years beginning on or after January 1, 2008, the applicable interest rate is the adjusted first, second, and third segment rates described in Code Section 417(e) (3), as specified by the Commissioner of the Internal Revenue Service, for the lookback month preceding the stability period. For this purpose, the segment rates are the spot segment rates that would be determined for the applicable month under Code section 430(h)(2)(D), and determined without regard to the adjustment for the twenty-five-year average segment rates provided in Code Section 430(h)(2)(C)(iv).

(2) For Plan Years beginning before January 1, 2009, the "applicable mortality table" is the table set forth in Rev. Ruling 2001-62. For Plan Years beginning on or after January 1, 2009, the applicable mortality tables are set forth in Regulation 1.430(h)(3)-1 and Internal Revenue Service Notice 2008-85.

(3) For purposes of Section 13.07(b), the "stability period" is the plan year in which the Participant's Annuity Starting Date occurs, and the "lookback month" is the first full calendar month prior to the first day of the stability period.

(c) Notwithstanding the foregoing, except as provided in the Regulations, if a Plan amendment, including amendments made by this act, changes the time for determining the "applicable interest rate", including an indirect change as a result of a change in the Plan Year, any distribution for which the Annuity Starting Date occurs in the one-year period commencing at the time the Plan amendment is effective, if the amendment is effective on or after the adoption date, must use the interest rate as provided under the terms of the Plan after the effective date of the amendment, determined at either the date for determining the interest rate before the amendment or the date for determining the interest rate after the amendment, whichever results in the larger distribution. If the Plan amendment is adopted retroactively, that is, the amendment is effective prior to the adoption date, the Plan must use the interest rate determination date resulting in the larger distribution for the period beginning with the effective date and ending one (1) year after the adoption date.

SECTION 7. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Hamilton County. Its approval or rejection shall be proclaimed by the presiding officer of the legislative body and certified to the Secretary of State.

SECTION 8. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as provided in Section 7.

HOUSE BILL NO. 2547

PASSED: April 16, 2014

  
\_\_\_\_\_  
BETH HARWELL, SPEAKER  
HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
RON RAMSEY  
SPEAKER OF THE SENATE

APPROVED this 13<sup>th</sup> day of May 2014

  
\_\_\_\_\_  
BILL HASLAM, GOVERNOR



## Hamilton County Board of Commissioners

# RESOLUTION

No. 614-15

**A RESOLUTION ADOPTING AN AMENDMENT TO CHAPTER 297 OF THE PRIVATE ACTS OF 1976, AND CHAPTER 71 OF THE PRIVATE ACTS OF 2012, AND ANY OTHER ACTS AMENDATORY THERETO, RELATIVE TO THE HOSPITAL AUTHORITY CREATED TO OPERATE BARONNESS ERLANGER HOSPITAL, T.C. THOMPSON CHILDREN'S HOSPITAL AND OTHER FACILITIES, AS PASSED BY THE 108TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.**

**WHEREAS,** the 108th General Assembly of the State of Tennessee has adopted House Bill No. 2555, Senate Bill No.2649, amending Chapter 297 of the Private Acts of 1976 and Chapter 71 of the Private Acts of 2012, and any acts amendatory thereto, relative to a hospital authority created to operate Baroness Erlanger Hospital, T.C. Thompson Children's Hospital and other facilities; and

**WHEREAS,** the Governor of the State of Tennessee has signed said Amendment; and

**WHEREAS,** Section 2 of said Private Act requires that it shall have no effect unless it is approved by a two-thirds (2/3) vote of the Hamilton County legislative body.

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

That Chapter 297 of the Private Acts of 1976 and Chapter 71 of the Private Acts of 2012 (and any amendments thereto) relative to a hospital authority created to operate Baroness Erlanger Hospital, T.C. Thompson Children's Hospital and other facilities, as amended by the 108<sup>th</sup> General Assembly of the State of Tennessee be, and hereby is, adopted.

**BE IT FURTHER RESOLVED:**

That the Chairman of this County legislative body and the County Clerk shall certify and forward to the Secretary of State for the State of Tennessee notice of the passage of 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

June 4, 2014

\_\_\_\_\_

Date

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Jim Coppinger  
Mayor, Hamilton County  
201 Seventh Street  
Chattanooga, TN 37402

Dear Mayor Coppinger,

Enclosed is a certified copy of Private Chapter 72 relating to Hamilton County. This legislation was recently passed by the Tennessee General Assembly.

Pursuant to Tenn. Code Ann. §§8-3-201 and 8-3-202, the local legislative body must send notice to the secretary of state of its action by December 1 of the year of passage by the General Assembly. Please see Section 2 of Private Chapter 72 for instructions on ratification and notice to the secretary. Notification forms are enclosed for your convenience.

Please feel free to contact me at the number above if you have any questions. You may also contact Mr. Cody Ryan York, Director of Publications, at 615-741-2650. We are here to assist you in any way.

Thank you for your attention to this matter.

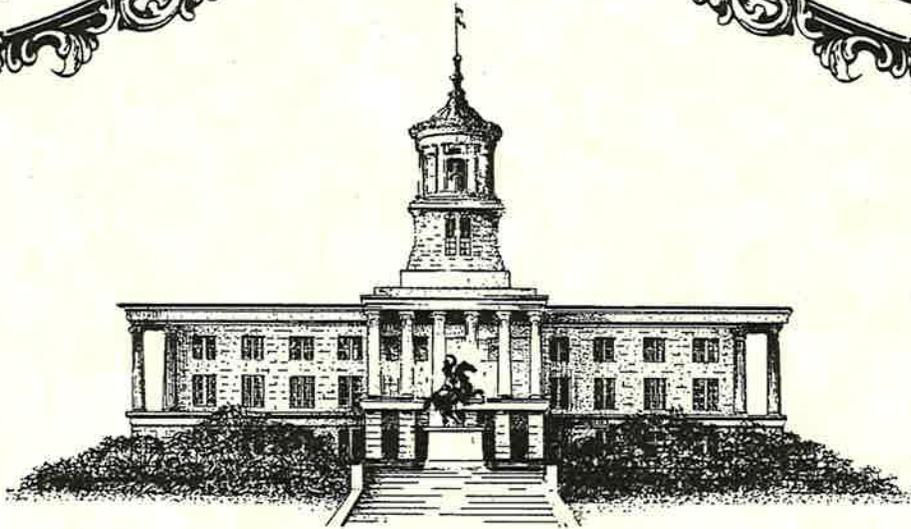
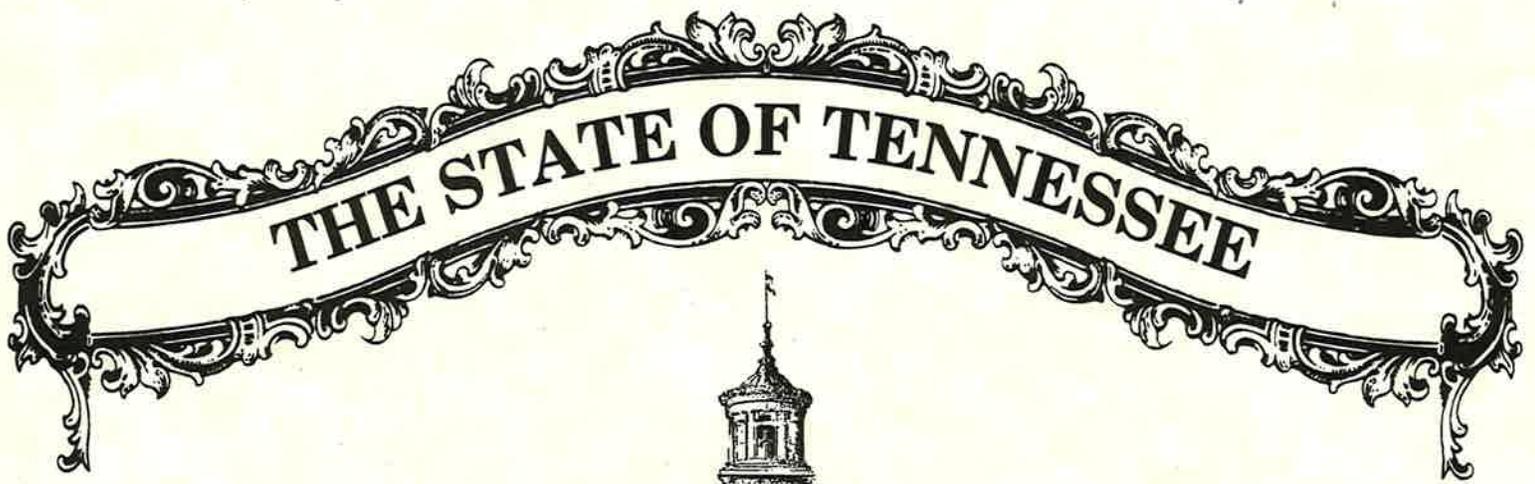
Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Senator Todd Gardenhire  
Representative Mike Carter  
Rheubin M. Taylor, County Attorney, Hamilton County  
Private Chapter 72 file - Publications

Enclosures



*To all to whom these Presents shall come, Greeting:*

*I, Tre Hargett, Secretary of State of the State of Tennessee,  
do hereby certify that the annexed is a true copy of*

Private Chapter 72

House Bill 2555

Senate Bill 2649

2014

*the original of which is now on file and a matter  
of record in this office. In Testimony Whereof,  
I have hereunto subscribed my official signature  
and by order of the Governor affixed the  
Great Seal of Tennessee at the Department  
in the City of Nashville,  
this 19th day of May, A.D. 2014.*



*Tre Hargett, Secretary of State*



State of Tennessee

PRIVATE CHAPTER NO. 72

HOUSE BILL NO. 2555

By Representative Carter

Substituted for: Senate Bill No. 2649

By Senator Gardenhire

AN ACT to amend Chapter 297 of the Private Acts of 1976; as amended by Chapter 125 of the Private Acts of 1977 and Chapter 71 of the Private Acts of 2012; and any other acts amendatory thereto, relative to a hospital authority created to operate Baroness Erlanger Hospital, T.C. Thompson Children's Hospital and other facilities.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 297 of the Private Acts of 1976, as amended by Chapter 125 of the Private Acts of 1977, Chapter 71 of the Private Acts of 2012, and any other acts amendatory thereto, is amended by deleting the following language from Section 3:

"SECTION 3. Said Hospital Authority shall be operated and controlled by a Board of Trustees consisting of twelve (12) members who shall serve without compensation but who shall be indemnified by the authority for any liability they might incur while acting in such capacity other than from culpable negligence. The original members of the Board of Trustees and their respective terms of office are declared to be those individuals whose names are set out below, and upon expiration of such terms the members of the Board of Trustees shall be appointed by the county judge of the county, the mayor of the city, the chancellors of the chancery courts, and the legislative delegation for four (4) year terms as provided in the next succeeding paragraph hereof. The following are confirmed as the original members of the Board of Trustees and shall hold office for terms ending as follows (or until their successors are appointed):

Name of Trustee	Successor to be Appointed by	Term of Office Expires
David P. McCallie, M.D.	Mayor	11-1-80
Mrs. Vi Ketchersid	County Judge	11-1-80
Stan Guthrie	Chancellors	11-1-80
Harry W. McKeldin, Jr.	Mayor	11-1-79
Sebert Brewer, Jr.	County Judge	11-1-79
Don J. Russell, M.D.	Mayor and County Judge (with approval of medical society)	11-1-79
J.E. Lawrence	Mayor	11-1-78
John C. Cantrell	County Judge	11-1-78
Claude Ramsey	Legislative Delegation	11-1-78
Charles Griffin	Mayor	11-1-77
Forrest Cate	County Judge	11-1-77

"The method of appointment of the members of the Board of Trustees after the expiration of the terms of the original members of such board shall be as follows: The mayor of the city shall appoint four (4) trustees, with the approval of a majority of the members of the Board of Commissioners. The county judge of the county shall appoint four (4) trustees, with the approval of a majority of the members of the county council. Said mayor and county judge shall jointly appoint one (1) trustee with the approval of the president of the Chattanooga-Hamilton County Medical Society, Inc., acting with the approval of a majority of the House of Delegates of said society, and with the approval of a majority of the members, respectively, of the Board of Commissioners and of the county council. The chancellors of chancery court shall jointly appoint one (1) trustee. The

legislative delegation shall by a majority vote appoint one (1) trustee. The chief of staff of Erlanger Hospital shall serve as a trustee.

“Upon the expiration of the term of office of any trustee, his successor shall be appointed for a term of four (4) years by the authority appointing the trustee whose term has expired. The original trustees, for all purposes of this section, shall be considered to have been appointed by the mayor, the county judge, the chancellors and/or the legislative delegation as indicated in the above tabulation.

and by substituting instead the following language:

SECTION 3. The hospital authority shall be operated and controlled by a board of trustees consisting of eleven (11) members who shall serve without compensation but who shall be indemnified by the authority for any liability they might incur while acting in such capacity other than from culpable negligence. Trustees shall be appointed to four (4) year terms.

The method of appointment of the members of the board of trustees after the expiration of the terms of the members of such board serving on the effective date of this act shall be as follows:

(1) The county mayor of Hamilton County shall appoint six (6) trustees, with the approval of a majority of the members of the county council;

(2) The chief of staff of Erlanger Hospital shall serve as a trustee; and

(3) The general assembly shall, by joint resolution, appoint four (4) trustees; provided, the members of the Hamilton County legislative delegation to the general assembly, by majority vote of the delegation, may recommend nominees to the general assembly for appointment as trustee. If the general assembly is not in session at the time a trustee is appointed to fill a vacancy resulting from the expiration of a term, the trustee whose term has expired shall serve until a new appointee is confirmed. If the general assembly is not in session, in order to fill a vacancy not resulting from the expiration of a term, a trustee may be appointed by joint action of the speaker of the house of representatives and the speaker of the senate after consultation with the Hamilton County delegation to the general assembly, and such appointee shall serve as a trustee for the term appointed unless such appointment is not confirmed within sixty (60) calendar days after the general assembly next convenes in regular session following such appointment.

Upon the expiration of the term of office of any trustee, the trustee's successor shall be appointed for a term of four (4) years by the authority appointing the trustee whose term has expired. With respect to the existing appointment by the chancellors of the chancery court, no person shall be appointed upon the expiration of the term and the position shall cease to exist. With respect to the appointment for the expiring term for the trustee made by the county mayor and the city mayor with the approval of the Chattanooga-Hamilton County Medical Society, the appointment shall be made by the county mayor with the approval of a majority of the members of the county council. With respect to appointments for the expiring terms for the four (4) trustees appointed by the mayor of the city of Chattanooga, those appointments shall be made by the general assembly and the county mayor pursuant to this section; provided, that for the first such occurring expiration the appointment shall be made by the county mayor with the approval of a majority of the members of the county council and the general assembly shall make the remaining three (3) appointments as provided in this section.

SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Hamilton County. Its approval or non-approval shall be proclaimed by the presiding officer of the county legislative body of Hamilton County and certified to the Secretary of State.

**HB 2555**

SECTION 3. For the purposes of approving or rejecting the provisions of this act, it shall be effective upon becoming law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 2.

HOUSE BILL NO. 2555

PASSED: April 17, 2014



BETH HARWELL, SPEAKER  
HOUSE OF REPRESENTATIVES



RON RAMSEY  
SPEAKER OF THE SENATE

APPROVED this 13<sup>th</sup> day of May 2014

  
BILL HASLAM, GOVERNOR



## Hamilton County Board of Commissioners

# RESOLUTION

No. 614-16

**A RESOLUTION ADOPTING AN AMENDMENT TO CHAPTER 557 OF THE PRIVATE ACTS OF 1939, AND ANY OTHER ACTS AMENDATORY THERETO, RELATIVE TO THE HAMILTON COUNTY EMPLOYEES' RETIREMENT ACT, AS PASSED BY THE 108TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.**

**WHEREAS,** the 108th General Assembly of the State of Tennessee has adopted House Bill No. 2546, as substituted for Senate Bill No. 2639, amending Chapter 557 of the Private Acts of 1939, and any acts amendatory thereto, relative to the Hamilton County Employees' Retirement Act; and

**WHEREAS,** the Governor of the State of Tennessee has signed said Amendment; and

**WHEREAS,** Section 12 of said Private Act requires that it shall have no effect unless it is approved by a two-thirds (2/3) vote of the Hamilton County legislative body.

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

That Chapter 557 of the Private Acts of 1939 (and any amendments thereto) relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act, as amended by the 108<sup>th</sup> General Assembly of the State of Tennessee be, and hereby is, adopted.

**BE IT FURTHER RESOLVED:**

That the Chairman of this County legislative body and the County Clerk shall certify and forward to the Secretary of State for the State of Tennessee notice of the passage of 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

Click here to enter a date.

\_\_\_\_\_

Date

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Jim Coppinger  
Mayor, Hamilton County  
201 Seventh Street  
Chattanooga, TN 37402

Dear Mayor Coppinger,

Enclosed is a certified copy of Private Chapter 68 relating to Hamilton County. This legislation was recently passed by the Tennessee General Assembly.

Pursuant to Tenn. Code Ann. §§8-3-201 and 8-3-202, the local legislative body must send notice to the secretary of state of its action by December 1 of the year of passage by the General Assembly. Please see Section 12 of Private Chapter 68 for instructions on ratification and notice to the secretary. Notification forms are enclosed for your convenience.

Please feel free to contact me at the number above if you have any questions. You may also contact Mr. Cody Ryan York, Director of Publications, at 615-741-2650. We are here to assist you in any way.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Senator Bo Watson  
Representative Richard Floyd  
Rheubin M. Taylor, County Attorney, Hamilton County  
Private Chapter 68 file - Publications

Enclosures



**NOTICE TO  
SECRETARY OF STATE  
OF  
RATIFICATION OF PRIVATE ACT**

**SECRETARY OF STATE  
Division of Publications  
312 – Rosa L. Parks Avenue  
Eighth Floor  
Snodgrass Tennessee Tower  
Nashville, TN 37243**

Private Chapter No. 68, which is House  
(House or Senate)

Bill No. 2546, of the 108th General Assembly, was:

approved \_\_\_\_\_

disapproved \_\_\_\_\_

no action taken \_\_\_\_\_

\_\_\_\_\_  
Presiding Officer of the Local  
Legislative Body

Embossed Seal:  
(if applicable)

\_\_\_\_\_  
County or City

\_\_\_\_\_  
Date



**NOTICE TO  
LOCAL LEGISLATIVE BODY OF  
LEGISLATIVE ACTION ON  
PRIVATE ACT**

Private Chapter No. 68, which is House  
(House or Senate)  
Bill No. 2546, of the 108<sup>th</sup> General Assembly, was passed on  
April 16, 2014.

**SECRETARY OF STATE**

by: Lee Hargrett  
Division of Publications  
312 Rosa L. Parks Avenue  
Eighth Floor  
Snodgrass Tennessee Tower  
Nashville, TN 37243

Pursuant to *T.C.A. 8-3-201* and *8-3-202*, the attached is being provided by the Secretary of State. A two-thirds majority of the local legislative body is required for approval. The presiding officer shall complete the attached form, certify within 30 days of action, and return to the Secretary of State, Publications Division at the given address. In the absence of a deadline in the act, failure to approve by December 1 of the year of passage by the General Assembly will render the act null and void. **TO GUARANTEE PROPER AND TIMELY DELIVERY OF YOUR DOCUMENTS TO THE SECRETARY OF STATE, PUBLICATIONS DIVISION, A COURIER DELIVERY SERVICE IS RECOMMENDED. (Examples: Overnight Postal, Express Postal, Federal Express, etc.)**

cc: **Senator Bo Watson**  
**Representative Richard Floyd**

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

615-741-2819  
Tre.Hargett@tn.gov

Tre Hargett  
Secretary of State

May 19, 2014

The Honorable Bo Watson  
Senator  
108<sup>th</sup> General Assembly  
13 Legislative Plaza  
Nashville, TN 37243

## VIA MESSENGER MAIL

Dear Senator Watson,

Enclosed are copies of correspondence sent to Hamilton County concerning Private Chapter 68 which was recently passed by the General Assembly.

These copies are being sent to you for your information only. No action is required on your part.

Thank you for your attention. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Private Chapter 68 file - Publications  
Enclosures

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Richard Floyd  
Representative  
108<sup>th</sup> General Assembly  
G-24 War Memorial Building  
Nashville, TN 37243

## VIA MESSENGER MAIL

Dear Representative Floyd,

Enclosed are copies of correspondence sent to Hamilton County concerning Private Chapter 68 which was recently passed by the General Assembly.

These copies are being sent to you for your information only. No action is required on your part.

Thank you for your attention. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Private Chapter 68 file - Publications  
Enclosures

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

615-741-2819  
Tre.Hargett@tn.gov

Tre Hargett  
Secretary of State

May 19, 2014

The Honorable Rheubin M. Taylor  
County Attorney, Hamilton County  
204 Courthouse  
625 Georgia Avenue  
Chattanooga, TN 37402

Dear Mr. Taylor,

Enclosed is a certified copy of Private Chapter 68 relating to Hamilton County. This legislation was recently passed by the Tennessee General Assembly.

Pursuant to Tenn. Code Ann. §§8-3-201 and 8-3-202, the local legislative body must send notice to the secretary of state of its action by December 1 of the year of passage by the General Assembly. Please see Section 12 of Private Chapter 68 for instructions on ratification and notice to the secretary. Notification forms are enclosed for your convenience.

Please feel free to contact me at the number above if you have any questions. You may also contact Mr. Cody Ryan York, Director of Publications, at 615-741-2650. We are here to assist you in any way.

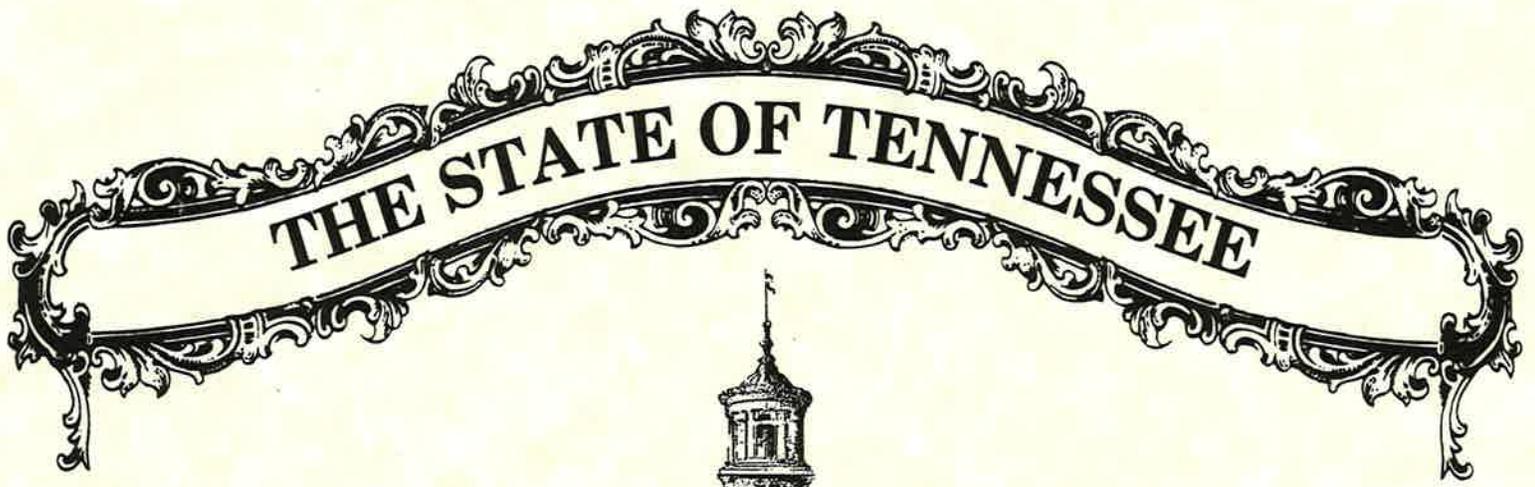
Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Senator Bo Watson  
Representative Richard Floyd  
Jim Coppinger, Mayor, Hamilton County  
Private Chapter 68 file - Publications  
Enclosures



*To all to whom these Presents shall come, Greeting:*

*I, Tre Hargett, Secretary of State of the State of Tennessee,  
do hereby certify that the annexed is a true copy of*

Private Chapter 68

House Bill 2546

Senate Bill 2639

2014

*the original of which is now on file and a matter  
of record in this office. In Testimony Whereof,  
I have hereunto subscribed my official signature  
and by order of the Governor affixed the  
Great Seal of Tennessee at the Department  
in the City of Nashville,  
this 19th day of May, A.D. 2014.*



*Tre Hargett, Secretary of State*



# State of Tennessee

## PRIVATE CHAPTER NO. 68

HOUSE BILL NO. 2546

By Representative Floyd

Substituted for: Senate Bill No. 2639

By Senator Watson

AN ACT to amend Chapter 557 of the Private Acts of 1939; as amended by Chapter 76 of the Private Acts of 2004; and any other acts amendatory thereto, relative to the Hamilton County Employees' Retirement Act.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, such acts comprising the Hamilton County Employees' Retirement Act, herein referred to as "the Plan", and any other acts amendatory thereto, are hereby amended as provided in the subsequent sections of this act, generally effective as of July 1, 2010, with specific effective dates for certain sections as may be indicated in such sections.

SECTION 2. This act amends the Plan to comply with changes in the Internal Revenue Code of 1986, herein referred to as the "Code", caused by the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA); the Job Creation and Worker Assistance Act of 2002 (JCWAA); the Pension Funding Equity Act of 2004 (PFEA); the American Jobs Creation Act of 2004 (AJCA); the Pension Protection Act of 2006 (PPA); the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART); the Worker, Retiree and Employer Recovery Act (WRERA); and various regulations and related guidance issued by the Internal Revenue Service.

SECTION 3. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended in Section 16 by adding the following language at the end of the section:

The Plan does not permit involuntary distributions of benefits that are immediately distributable, as defined by the Code.

SECTION 4. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 25 in its entirety and substituting instead the following:

Section 25. Limitations on Benefits.

(a) The limitations of this Section 25 shall apply in Limitation Years beginning on or after July 1, 2002, except as otherwise provided herein.

(b) The Annual Benefit otherwise payable to a Participant at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited, or the rate of accrual reduced, to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a participant in another qualified defined benefit plan maintained by the County, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's county-provided benefits under all such defined benefit plans, determined as of the same age, would exceed the Maximum Permissible Benefit applicable at that age, the County will reduce the rate of accrual in this Plan to the extent necessary so that the total Annual Benefit payable at any time under such plans will not exceed the Maximum Permissible Benefit.

(d) The application of the provisions of this Section 25 shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the County as of the end of the last Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007, satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, as described in Regulation 1.415(a)-1(g)(4).

(e) Definitions (In Addition to Those Capitalized Terms Defined in Section 34). For purposes of this Section 25, the following terms shall be defined as follows:

(1) "Annual Benefit" means a benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Section 25. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date, and shall satisfy the limitations of this Section 25 as of each such date, actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Regulation 1.401(a)-20, Q&A 10(d), and with regard to Regulation 1.415(b)-1(b)(ii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (i) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (ii) benefits that are not directly related to retirement benefits, such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits; or (iii) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code section 417(e)(3) and would otherwise satisfy the limitations of this Section 25, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Section 25 applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account social security supplements described in Code section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Regulation 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with subsections (A) or (B) below.

(A) Benefit Forms Not Subject to Code section 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (A) if the form of the Participant's benefit is either (1) a nondecreasing annuity, other than a straight life annuity, payable for a period of not less than the life of the Participant or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving Spouse, or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant, but only if the reduction is not below fifty percent (50%) of the

benefit payable before the death of the survivor annuitant, or (b) the cessation or reduction of Social Security supplements or qualified disability payments, as defined in Code section 401(a)(11).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table, or other tabular factor specified in Section 33 of the Plan for adjusting benefits in the same form; and (II) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 33 of the Plan for that Annuity Starting Date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, the actuarially equivalent straight life annuity is equal to the greater of (I) the annual amount of the straight life annuity, if any, payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 33 of the Plan for that Annuity Starting Date.

(B) Benefit Forms Subject to Code section 417(e)(3). As a governmental plan there are no benefits subject to Code section 417(e)(3).

(2) "Compensation" shall mean all of a Participant's wages within the meaning of Code section 3401(a) and all other payments of compensation to an employee by the County for which the County is required to furnish the employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed, such as the exception for agricultural labor in Code section 3401(a)(2). However, compensation shall exclude amounts paid or reimbursed by the County for moving expenses incurred by an employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are deductible by the employee under Code section 217.

For Limitation Years beginning after December 31, 1991, for purposes of applying the limitations of this section, Compensation for a Limitation Year is the Compensation actually made available during such Limitation Year.

For Limitation Years beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, Compensation for a Limitation Year shall also include Compensation paid by the later of two and one-half (2½) months after an employee's severance from employment with the County, or the end of an elected or appointed term as commissioner, or the end of the calendar year that includes the date of the employee's severance from employment, or the end of an elected or appointed term as commissioner with the County, if:

(i) The payment is regular Compensation for services during the employee's regular working hours, or Compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and,

absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment (or service as commissioner) with the County; or,

(ii) The payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or

(iii) The payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered Compensation if paid after severance from employment, or end of term as commissioner, even if they are paid by the later of two and one-half (2½) months after the date of severance from employment or the end of the calendar year that includes the date of severance from employment, except, (i) payments to an individual who does not currently perform services for the County by reason of qualified military service, within the meaning of Code section 414(u)(1), to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the County rather than entering qualified military service; or (ii) compensation paid to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Code section 414(q), immediately before becoming disabled.

Back pay, within the meaning of Regulation 1.415(c)-2(g)(8) shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this Section 25, compensation paid or made available during such Limitation Year shall include any elective deferral, as defined in Code section 402(g)(3), and any amount which is contributed or deferred by the County at the election of the employee and which is not includible in the gross income of the employee by reason of Code section 125 or Code section 457.

For Limitation Years beginning on and after January 1, 2001, for purposes of applying the limitations of this Section 25, Compensation paid or made available during such Limitation Years shall include elective amounts that are not includible in the gross income of the Employee by reason of Code section 132(f)(4).

(3) "County" shall, for purposes of this Section 25, mean the County of Hamilton, Tennessee.

(4) "Defined Benefit Compensation Limitation" As a governmental plan, this Plan is not subject to the 100% compensation limit of Code section 415(b).

(5) "Defined Benefit Dollar Limitation" shall mean, as of the general effective date of this act, one hundred ninety-five thousand dollars (\$195,000), the limit for the 2010 fiscal year, as may be automatically adjusted, effective January 1 of each year, by the Secretary of the Treasury under Code section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight-life annuity. A limitation as adjusted under Code section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment

provided under Code section 415(d) shall apply to Participants who have had a separation from employment.

(6) "Highest Average Compensation" shall mean the average Compensation for the three (3) consecutive Years of Service with the County that produces the highest average. If the Participant has less than three (3) consecutive Years of Service, the highest average will be based on the Participant's longest consecutive period of Service, including fractions of years, but not less than one (1) year.

In the case of a Participant who is rehired by the County after a severance from employment, or a commissioner re-elected or appointed to a nonconsecutive term, the Participant's Highest Average Compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no Compensation from the County (the "break period") and by treating the years immediately preceding and following the break period as consecutive. A Participant's Compensation for a Year of Service shall not include Compensation in excess of the limitation under Code section 401(a)(17) that is in effect for the calendar year in which such Year of Service begins.

(7) "Limitation Year" shall mean the Plan Year. All qualified plans maintained by the County shall use the same Limitation Year. If the Limitation Year is amended to a different twelve (12) consecutive month period, then the new Limitation Year shall begin on a date within the Limitation Year in which the amendment is made.

(8) "Maximum Permissible Amount" shall mean the Defined Benefit Dollar Limitation adjusted where required and to the extent applicable pursuant to subsections (A) and (B) below.

(A) Adjustment for Less Than Ten (10) Years of Participation or Service. If the Participant has less than ten (10) Years of Participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction (i) the numerator of which is the number of Years, or part thereof, but not less than one (1) year, of Participation in the Plan, and (ii) the denominator of which is ten (10). This subsection (A) shall not apply to a distribution made on account of the Participant becoming disabled by reason of personal injuries or sickness or as a result of the Participant's death.

(B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age Sixty-Two (62) or after Age Sixty-Five (65). Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age sixty-two (62) or after age sixty-five (65). If the Annuity Starting Date is before age sixty-two (62), the Defined Benefit Dollar Limitation shall be adjusted under subparagraph (B)(i) below, as modified by subparagraph (B)(iii). If the Annuity Starting Date is after age sixty-five (65), the Defined Benefit Dollar Limitation shall be adjusted under subparagraph (B)(ii) below, as modified by subparagraph (B)(iii).

(i) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age Sixty-Two (62).

I. Limitation Years Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is prior to age sixty-two (62) and occurs in a Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the

Defined Benefit Dollar Limitation, adjusted under subsection (8)(A) above for years of participation less than ten (10), if required, with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified and the mortality table, or other tabular factor specified in Section 33 of the Plan; or (2) a five percent (5%) interest rate assumption and the applicable mortality table as defined in Section 33 of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Two (62) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age sixty-two (62) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation, adjusted under subsection (8)(A) above for years of participation less than ten (10), if required, with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the Annuity Starting Date as defined in Section 33 of the Plan, and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date.

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Two (62) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age sixty-two (62) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the lesser of the limitation determined under subsection (B)(i)(II)A above and the Defined Benefit Dollar Limitation, adjusted under subsection (8)(A) for years of participation less than ten (10), if required, multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Section 25.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age Sixty-Five (65).

I. Limitation Years Beginning Before July 1, 2007.

If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation, adjusted under subsection (8)(A) above for years of participation less than ten (10), if required, with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and the mortality table, or other tabular factor specified in Section 33 of the Plan; or (2) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 33 of the Plan.

II. Limitation Years Beginning Before July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Five (65) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation, adjusted under subsection (8)(A) above for Years of Participation less than ten (10), if required, with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that Annuity Starting Date as defined in Section 33 of the Plan, and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date.

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Five (65) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the lesser of the limitation determined under subsection (B)(i)(II)A and the Defined Benefit Dollar Limitation, adjusted under subsection (8)(A) above

for Years of Participation less than ten (10), if required, multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Section 25. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this subsection (8)(B), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the Annuity Starting Date and age sixty-two (62), or between age sixty-five (65) and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code section 417(c) upon the Participant's death.

(C) Minimum benefit permitted. Notwithstanding anything else in this definition to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) The retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans, without regard to whether a plan has been terminated, ever maintained by the County do not exceed ten thousand dollars (\$10,000) multiplied by a fraction (I) the numerator of which is the Participant's number of years, or part thereof, but not less than one (1) year of service, not to exceed ten (10) with the County, and (II) the denominator of which is ten (10); and

(ii) The County has not at any time maintained a defined contribution plan in which the Participant participated. For this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under § 401(h), and accounts for postretirement medical benefits established under § 419A(d)(1) are not considered a separate defined contribution plan.

(9) "Year of Participation" shall mean each accrual computation period, computed to fractional parts of a year, for which the following conditions are met: (i) the Participant is credited with at least the number of hours of service for benefit accrual purposes, required under the terms of the Plan in order to accrue benefit service, and (ii) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one (1) day of the period of benefit service. If these two (2) conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation, or part thereof, for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event will more than one (1) Year of Participation be credited for any twelve (12) month period.

(f) Notwithstanding any provision of this Section 25, the application of this section shall be subject to such rules as may be prescribed by the Secretary of the Treasury.

SECTION 5. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 26 in its entirety and substituting instead the following:

Section 26. Limitation on Earnings.

(a) For purposes of computing any benefit under the Plan or any contribution made to the Plan, there shall be a limit on the amount of compensation that may be considered in any Plan Year for any Participant. The limit shall be the amount specified in this section as described below.

(b) For Plan Years beginning after December 31, 2001, the annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year shall not exceed two hundred thousand dollars (\$200,000), as may be adjusted as set forth below. Annual compensation means compensation during the Plan Year or such other consecutive twelve-month period over which compensation is otherwise determined under the Plan, known as the determination period. Should the Plan use annual compensation for periods prior to January 1, 2002, to determine benefit accruals for Plan Years beginning after December 31, 2001, the annual compensation limit used for such periods shall be two hundred thousand dollars (\$200,000). The two hundred thousand dollar (\$200,000) limit on annual compensation in this subsection (b) shall be adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B), the cost-of-living adjustment effective January 1, 2010, is two hundred forty-five thousand dollars (\$245,000). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

SECTION 6. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 27 in its entirety and substituting instead the following:

Section 27. Minimum Distribution.

(a) Final Regulations Incorporated By Reference. Notwithstanding any provision of the Plan to the contrary, with respect to distributions under the Plan made for calendar years beginning on or after January 1, 2006, the Plan will apply the minimum distribution requirements of Code section 401(a)(9) in accordance with the Regulations under Code section 401(a)(9) that were finalized on June 15, 2004, and amended September 8, 2009, which are hereby incorporated by reference.

Furthermore, the Plan shall comply with any and all provisions interpreting Code section 401(a)(9) that are prescribed by the Commissioner of the Internal Revenue Service.

(b) Subject to the joint and survivor annuity requirement of the Plan, the requirements of this Section 27 will take precedence over any inconsistent provisions of the Plan.

(c) All distributions required under this Section 27 will be determined and made in accordance with Code section 401(a)(9) and the Regulations thereunder, including the incidental death benefit requirement in Code section 401(a)(9)(G).

(d) Notwithstanding any other provision of this Section 27, other than subsection (c), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

(e) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. "Required beginning date" means the April 1 of the calendar year following the later of:

(1) The calendar year in which the Participant attains age seventy and one-half (70 ½), or

(2) The calendar year in which the Participant retires.

(f) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70 ½), if later.

(2) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving Spouse is the Participant's sole designated beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 27(f), other than subsection (1), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 27(f) and subsections (n),(o) and (p), distributions are considered to begin on the Participant's required beginning date, or, if Section 27(f)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 27(f)(1). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date, or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 27(f)(4), the date distributions are considered to begin is the date distributions actually commence.

(g) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, distributions will be made in

accordance with the subsequent provisions of this Section 27. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and Regulations thereunder. Any part of the Participant's interest which is in the form of an individual account described in Code section 414(k) will be distributed in a manner satisfying the requirements of Code section 401(a)(9) and the Regulations thereunder that apply to individual accounts.

(h) General Annuity Requirements. A Participant who is required to begin payments as a result of attaining his or her required beginning date, whose interest has not been distributed in the form of an annuity purchased from an insurance company or in a single sum before such date, may receive such payments in the form of annuity payments under the Plan. Payments under such annuity must satisfy the following requirements:

(1) The annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;

(2) The distribution period will be over a life, or lives, or over a period certain not longer than the period provided for under the terms of this Section 27;

(3) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(4) Payments will either be nonincreasing, or increase only as follows:

(A) By an annual percentage increase that does not exceed the annual percentage increase in an eligible cost-of-living index for a twelve-month period ending in the year during which the increase occurs or the prior year;

(B) By a percentage increase that occurs at specified times, for example, at specified ages, and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index since the Annuity Starting Date, or if later, the date of the most recent percentage increase; except that in cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years;

(C) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 27(k) dies or is no longer the Participant's beneficiary pursuant to a court order recognized by the Plan;

(D) To allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;

(E) To pay increased benefits that result from a plan amendment;

(F) By a constant percentage, applied not less frequently than annually, at a rate that is less than five percent (5%) per year;

(G) To provide a final payment upon the death of the Participant that does not exceed the excess of the actuarial

present value of the Participant's accrued benefit, within the meaning of Code section 411(a)(7), calculated as of the Annuity Starting Date using the applicable interest rate and the applicable mortality table under Code section 417(e), or, if greater, the total amount of employee contributions, over the total of payments before the death of the Participant; or

(H) As a result of dividend or other payments that result from actuarial gains, provided:

(i) Actuarial gain is measured not less frequently than annually;

(ii) The resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity, beginning no later than the year following the year for which the actuarial experience is measured;

(iii) The actuarial gain taken into account is limited to actuarial gain from investment experience;

(iv) The assumed interest rate used to calculate such actuarial gains is not less than three percent (3%); and

(v) The annuity payments are not also being increased by a constant percentage as described in this Section 27.

(i) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date, or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 27(f)(1) or (2), is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, such as bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(j) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues. Notwithstanding the preceding, the Plan will not fail to satisfy the requirements of this Section 27 and Code section 401(a)(9) merely because there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year, provided that the actual payment of such amount commences as soon as practicable. However, payment must commence no later than the end of the first calendar year following the calendar year in which the additional benefit accrues, and the total amount paid during such first calendar year must be no less than the total amount that was required to be paid during that year under this Section 27.

(k) Joint Life Annuities Where the Beneficiary Is the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless, under the distribution option, the periodic annuity payment payable to the survivor does not at any time on and after the

Participant's required beginning date exceed the annuity payable to the Participant. In the case of an annuity that provides for increasing payments, the requirement of this subsection (k) will not be violated merely because benefit payments to the beneficiary increase, provided the increase is determined in the same manner for the Participant and the beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(l) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless under the distribution option, the annuity payments to be made on and after the Participant's required beginning date will satisfy the conditions of this subsection (l). The periodic annuity payment payable to the survivor must not, at any time on and after the Participant's required beginning date, exceed the applicable percentage of the annuity payment payable to the Participant using the table set forth in Q&A-2(c)(2) of Regulation 1.401(a)(9)-6. The applicable percentage is based on the adjusted participant/beneficiary age difference. The adjusted participant/beneficiary age difference is determined by first calculating the excess of the age of the Participant over the age of the beneficiary based on their ages on their birthdays in a calendar year. If the Participant is younger than age seventy (70), the age difference determined in the previous sentence is reduced by the number of years that the Participant is younger than age seventy (70) on the Participant's birthday in the calendar year that contains the Annuity Starting Date. In the case of an annuity that provides for increasing payments, the requirement of this subsection (l) will not be violated merely because benefit payments to the beneficiary increase, provided the increase is determined in the same manner for the Participant and the beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(m) Period Certain Annuities. Unless the Participant's Spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Regulation 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Regulation 1.401(a)(9)-9 plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (m), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Regulation 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(n) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 27(f)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) Unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) If the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(o) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(p) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 27(p) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 27(f).

(q) Definitions.

(1) Actuarial Gain. The term "actuarial gain" as used in this Section 27 means the difference between an amount determined using the actuarial assumptions, that is, investment return, mortality, expense, and other similar assumptions, used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the actuarial gain is determined.

(2) Designated Beneficiary. The term "designated beneficiary" as used in this Section 27 means the individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Code section 401(a)(9) and Regulation 1.401(a)(9)-1, Q&A-4.

(3) Distribution calendar year. The term "distribution calendar year" as used in this Section 27 means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 27(f) hereof.

(4) Eligible Cost-of-Living Index. The term "eligible cost-of-living index" as used in this Section 27 means an index described below:

(a) Consumer price index that is based on prices of all items, or all items excluding food and energy, and issued by the Bureau of Labor Statistics, including an index for a specific population, such as urban consumers or urban wage earners and clerical workers, and an index for a geographic area or areas, such as a given metropolitan area or state; or

(b) A percentage adjustment based on a cost-of-living index described in subparagraph (a) above, or a fixed percentage,

if less; provided however, in any year when the cost-of-living index is lower than the fixed percentage, the fixed percentage may be treated as an increase in an eligible cost-of-living index, provided it does not exceed the sum of:

(i) The cost-of-living index for that year;

(ii) The accumulated excess of the annual cost-of-living index from each prior year over the fixed annual percentage used in that year, reduced by any amount previously utilized under this subparagraph (b); and

(iii) If provided by this Plan, as a governmental plan, a percentage adjustment based on the increase in compensation for the position held by the Participant at the time of retirement.

(5) Life expectancy. The term "life expectancy" as used in this Section 27, means the life expectancy as computed by use of the Single Life Table in Regulation 1.401(a)(9)-9.

SECTION 8. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 28 in its entirety and substituting instead the following:

Section 28. Right to Direct Rollover. This section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Pension Commission, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) Eligible rollover distribution: An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments, not less frequently than annually, made for the life, or life expectancy of the distributee or the joint lives, or joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income, determined without regard to the exclusion for net unrealized appreciation with respect to employer securities.

(b) Eligible retirement plan: An "eligible retirement plan" is any of the following arrangements that accept the distributee's eligible rollover distribution:

(1) An individual retirement account described in Code section 408(a);

(2) An individual retirement annuity described in Code section 408(b);

(3) An annuity plan described in Code section 403(a);

(4) A qualified trust described in Code section 401(a);

(5) An annuity contract described in Code section 403(b);

(6) An eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or

(7) For distributions made after December 31, 2007, a Roth IRA described in Code section 408A(b).

The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a domestic relations order accepted by the Pension Commission.

(c) Distributee: A "distributee" includes an employee or former employee eligible for benefits under the Plan. In addition, the employee's or former employee's surviving Spouse and the employee's or former employee's Spouse or former Spouse who is the alternate payee under a domestic relations order accepted by the Pension Commission, are distributees with regard to the interest of the Spouse or former Spouse. Effective for distributions made after December 31, 2010, a "distributee" also includes a Participant's nonspouse beneficiary. However, in the case of a nonspouse beneficiary, the rollover must be a direct rollover and only can be made to an individual retirement account or annuity described in Code section 408(a) or 408(b) ("IRA") that is established on behalf of the beneficiary and will be treated as an inherited IRA pursuant to Code section 402(c)(ii). Also, in the case of a nonspouse beneficiary, the determination of any required minimum distribution under Code section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18. If such distribution is made prior to January 1, 2010, it is not subject to the direct rollover requirements of Code section 401(a)(31), the notice requirements of Code section 402(f) or the mandatory withholding requirements of Code section 3405(c). If a nonspouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a sixty-day (nondirect) rollover.

If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary with the meaning of Code section 401(a)(9)(E).

(d) Direct rollover: A direct rollover is a payment by the Plan to an eligible retirement plan specified by the distributee and as allowed by law.

SECTION 9. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended in Section 29 by adding the following language at the end of the section:

Death benefits. In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service, as defined in Code section 414(u), the survivors of the Participant are entitled to any additional benefits provided under the Plan, other than benefit accruals relating to the period of qualified military service, as if the Participant had resumed and then terminated employment on account of death.

Differential wage payments. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code section 3401(h)(2), shall be treated as an employee of the County making the payment, (ii) the differential wage payment shall be treated as compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

SECTION 10. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 33 in its entirety and substituting instead the following:

Section 33. Actuarial Equivalent

(a) Effective July 1, 2002, "actuarial equivalent" shall mean a benefit of equivalent value on the basis of a seven and one-half percent (7.5%) interest rate, the RP-2000 Mortality Table for Employees (Male) for Members, and the RP-2000 Mortality Table for Employees (Female) for Beneficiaries. Notwithstanding the foregoing, effective for distributions with Annuity Starting Dates on or after December 31, 2002, the applicable mortality table and applicable interest rate used for purposes of adjusting any benefit or limitation under Code section 415(b)(2)(B), (C), or (D) as set forth in Section 25 of the Plan shall be the table(s) and interest rates set forth in subsections (b) and (c)

below, if such actuarial equivalent amount produces a greater benefit than that determined by the factors set forth in this subsection (a).

(b) For purposes of this subsection (b), the "applicable mortality table" means, for distributions having an Annuity Starting Date of January 1, 2008, or later, the applicable annual mortality table prescribed by Code section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67. For distributions having an Annuity Starting Date prior to January 1, 2008, and after January 1, 2002, the applicable mortality table is the table prescribed in Revenue Ruling 2001-62.

(c) For purposes of subsection (c), the "applicable interest rate" means, for distributions having an Annuity Starting Date prior to January 1, 2008, and after January 1, 2002, the annual rate of interest on 30-year Treasury securities of the United States for the second calendar month preceding the first day of the Plan Year during which the Annuity Starting Date occurs. For distributions having an Annuity Starting Date of January 1, 2008, or later, the "applicable interest rate" means the adjusted first, second, and third segment rates applied under rules similar to the rules of Code section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the Annuity Starting Date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code section 430(h)(2)(C) if:

(1) Code section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(2) Code section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II)" for "Section 412(b)(5)(B)(ii)(II)," and

(3) The applicable percentage under Code section 430(h)(2)(G) is treated as being twenty percent (20%) in 2008, forty percent (40%) in 2009, sixty percent (60%) in 2010, and eighty percent (80%) in 2011.

Notwithstanding the foregoing, except as provided in the Regulations, if a Plan amendment, including amendments made by this act, changes the time for determining the "applicable interest rate", including an indirect change as a result of a change in the Plan Year, any distribution for which the Annuity Starting Date occurs in the 1-year period commencing at the time the Plan amendment is effective, if the amendment is effective on or after the adoption date, must use the interest rate as provided under the terms of the Plan after the effective date of the amendment, determined at either the date for determining the interest rate before the amendment or the date for determining the interest rate after the amendment, whichever results in the larger distribution. If the Plan amendment is adopted retroactively, that is, the amendment is effective prior to the adoption date, the Plan must use the interest rate determination date resulting in the larger distribution for the period beginning with the effective date and ending one (1) year after the adoption date.

SECTION 11. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 34 in its entirety and substituting instead the following:

Section 34. Definitions Applicable to the Plan:

(1) "Annuity Starting Date" shall mean the first day of the first period for which an amount is paid as an annuity or any other form;

(2) "Code" means the United States Internal Revenue Code of 1986, as may be amended from time to time. All references to "Code sections" shall include any applicable rulings and Regulations, and as of any future date shall automatically incorporate any amendments to such sections, and shall be deemed to refer to any comparable provisions of any future laws;

(3) "Participant" means an employee or commissioner of Hamilton County participating in the Plan in accordance with the provisions of the Plan;

**HB 2546**

(4) "Plan" means the Hamilton County Employees' Retirement Plan, as established and maintained by legislation enacted by the General Assembly of the State of Tennessee and approved by the Hamilton County legislative body;

(5) "Plan Year" means each twelve-month period commencing July 1 and ending on the next June 30;

(6) "Regulations" mean the Income Tax Regulations promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time, including temporary regulations; and

(7) "Spouse" means the person who is legally married to a Participant as determined under the laws of the State of Tennessee.

SECTION 12. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Hamilton County. Its approval or rejection shall be proclaimed by the presiding officer of the legislative body and certified to the Secretary of State.

SECTION 13. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as provided in Section 12.

HOUSE BILL NO. 2546

PASSED: April 16, 2014



BETH HARWELL, SPEAKER  
HOUSE OF REPRESENTATIVES



RON RAMSEY  
SPEAKER OF THE SENATE

APPROVED this 13<sup>th</sup> day of May 2014



BILL HASLAM, GOVERNOR



# Hamilton County Board of Commissioners

## RESOLUTION

No. 614-17

**A RESOLUTION ADOPTING AN AMENDMENT TO CHAPTER 557 OF THE PRIVATE ACTS OF 1939, AND ANY OTHER ACTS AMENDATORY THERETO, RELATIVE TO THE HAMILTON COUNTY EMPLOYEES' RETIREMENT ACT, AS PASSED BY THE 108TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.**

**WHEREAS,** the 108th General Assembly of the State of Tennessee has adopted House Bill No. 2548, as substituted for Senate Bill No. 2640, amending Chapter 557 of the Private Acts of 1939, and any acts amendatory thereto, relative to the Hamilton County Employees' Retirement Act; and

**WHEREAS,** the Governor of the State of Tennessee has signed said Amendment; and

**WHEREAS,** Section 7 of said Private Act requires that it shall have no effect unless it is approved by a two-thirds (2/3) vote of the Hamilton County legislative body.

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

That Chapter 557 of the Private Acts of 1939 (and any amendments thereto) relative to the Hamilton County Employees' Retirement Act, as amended by the 108<sup>th</sup> General Assembly of the State of Tennessee be, and hereby is, adopted.

**BE IT FURTHER RESOLVED:**

That the Chairman of this County legislative body and the County Clerk shall certify and forward to the Secretary of State for the State of Tennessee notice of the passage of 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

June 4, 2014

---

Date



**NOTICE TO  
SECRETARY OF STATE  
OF  
RATIFICATION OF PRIVATE ACT**

**SECRETARY OF STATE  
Division of Publications  
312 – Rosa L. Parks Avenue  
Eighth Floor  
Snodgrass Tennessee Tower  
Nashville, TN 37243**

Private Chapter No. 70, which is House  
(House or Senate)

Bill No. 2548, of the 108th General Assembly, was:

approved \_\_\_\_\_

disapproved \_\_\_\_\_

no action taken \_\_\_\_\_

\_\_\_\_\_  
Presiding Officer of the Local  
Legislative Body

Embossed Seal:  
(if applicable)

\_\_\_\_\_  
County or City

\_\_\_\_\_  
Date

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Jim Coppinger  
Mayor, Hamilton County  
201 Seventh Street  
Chattanooga, TN 37402

Dear Mayor Coppinger,

Enclosed is a certified copy of Private Chapter 70 relating to Hamilton County. This legislation was recently passed by the Tennessee General Assembly.

Pursuant to Tenn. Code Ann. §§8-3-201 and 8-3-202, the local legislative body must send notice to the secretary of state of its action by December 1 of the year of passage by the General Assembly. Please see Section 7 of Private Chapter 70 for instructions on ratification and notice to the secretary. Notification forms are enclosed for your convenience.

Please feel free to contact me at the number above if you have any questions. You may also contact Mr. Cody Ryan York, Director of Publications, at 615-741-2650. We are here to assist you in any way.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Senator Bo Watson  
Representative Vince Dean  
Rheubin M. Taylor, County Attorney, Hamilton County  
Private Chapter 70 file - Publications

Enclosures

# State of Tennessee



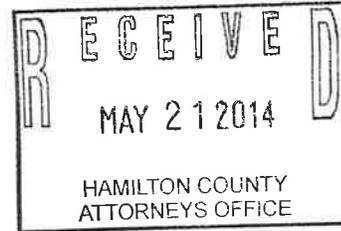
The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Rheubin M. Taylor  
County Attorney, Hamilton County  
204 Courthouse  
625 Georgia Avenue  
Chattanooga, TN 37402



Dear Mr. Taylor,

Enclosed is a certified copy of Private Chapter 70 relating to Hamilton County. This legislation was recently passed by the Tennessee General Assembly.

Pursuant to Tenn. Code Ann. §§8-3-201 and 8-3-202, the local legislative body must send notice to the secretary of state of its action by December 1 of the year of passage by the General Assembly. Please see Section 7 of Private Chapter 70 for instructions on ratification and notice to the secretary. Notification forms are enclosed for your convenience.

Please feel free to contact me at the number above if you have any questions. You may also contact Mr. Cody Ryan York, Director of Publications, at 615-741-2650. We are here to assist you in any way.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Senator Bo Watson  
Representative Vince Dean  
Jim Coppinger, Mayor, Hamilton County  
Private Chapter 70 file - Publications

Enclosures



**NOTICE TO  
LOCAL LEGISLATIVE BODY OF  
LEGISLATIVE ACTION ON  
PRIVATE ACT**

Private Chapter No. 70, which is House  
(House or Senate)  
Bill No. 2548, of the 108<sup>th</sup> General Assembly, was passed on  
April 16, 2014.

**SECRETARY OF STATE**

by: *Lee Hargett*  
Division of Publications  
312 Rosa L. Parks Avenue  
Eighth Floor  
Snodgrass Tennessee Tower  
Nashville, TN 37243

Pursuant to *T.C.A. 8-3-201* and *8-3-202*, the attached is being provided by the Secretary of State. A two-thirds majority of the local legislative body is required for approval. The presiding officer shall complete the attached form, certify within 30 days of action, and return to the Secretary of State, Publications Division at the given address. In the absence of a deadline in the act, failure to approve by December 1 of the year of passage by the General Assembly will render the act null and void. **TO GUARANTEE PROPER AND TIMELY DELIVERY OF YOUR DOCUMENTS TO THE SECRETARY OF STATE, PUBLICATIONS DIVISION, A COURIER DELIVERY SERVICE IS RECOMMENDED. (Examples: Overnight Postal, Express Postal, Federal Express, etc.)**

cc: **Senator Bo Watson**  
**Representative Vince Dean**

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Bo Watson  
Senator  
108<sup>th</sup> General Assembly  
13 Legislative Plaza  
Nashville, TN 37243

## VIA MESSENGER MAIL

Dear Senator Watson,

Enclosed are copies of correspondence sent to Hamilton County concerning Private Chapter 70 which was recently passed by the General Assembly.

These copies are being sent to you for your information only. No action is required on your part.

Thank you for your attention. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Private Chapter 70 file - Publications  
Enclosures

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

May 19, 2014

The Honorable Vince Dean  
Representative  
108<sup>th</sup> General Assembly  
107 War Memorial Building  
Nashville, TN 37243

**VIA MESSENGER MAIL**

Dear Representative Dean,

Enclosed are copies of correspondence sent to Hamilton County concerning Private Chapter 70 which was recently passed by the General Assembly.

These copies are being sent to you for your information only. No action is required on your part.

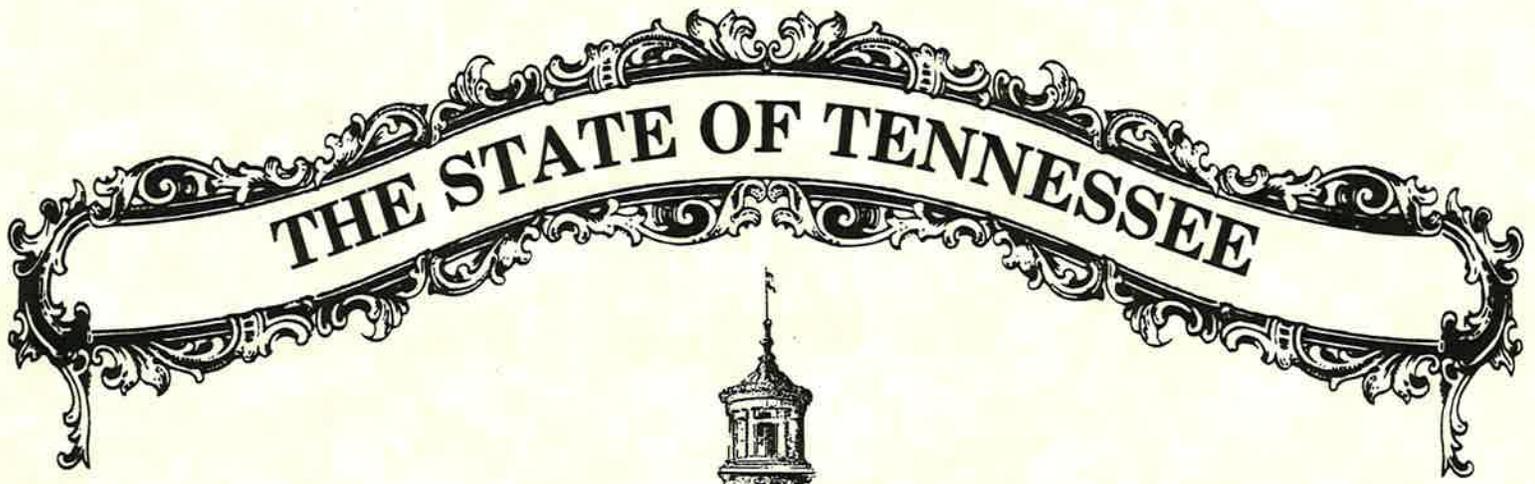
Thank you for your attention. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

cc: Private Chapter 70 file - Publications  
Enclosures



*To all to whom these Presents shall come, Greeting:*

*I, Tre Hargett, Secretary of State of the State of Tennessee,  
do hereby certify that the annexed is a true copy of*

Private Chapter 70

House Bill 2548

Senate Bill 2640

2014



*the original of which is now on file and a matter  
of record in this office. In Testimony Whereof,  
I have hereunto subscribed my official signature  
and by order of the Governor affixed the  
Great Seal of Tennessee at the Department  
in the City of Nashville,  
this 19th day of May, A.D. 2014.*

*Tre Hargett, Secretary of State*



# State of Tennessee

## PRIVATE CHAPTER NO. 70

HOUSE BILL NO. 2548

By Representative Dean

Substituted for: Senate Bill No. 2640

By Senator Watson

AN ACT to amend Chapter 557 of the Private Acts of 1939; as amended by Chapter 76 of the Private Acts of 2004; and any other acts amendatory thereto, relative to the Hamilton County Employees' Retirement Act.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, such acts comprising the Hamilton County Employees' Retirement Act, herein referred to as "the Plan", and any other acts amendatory thereto, are hereby amended as provided in the subsequent sections of this act, generally effective as of July 1, 2013, with specific effective dates for certain sections as may be indicated in such sections.

SECTION 2. This act amends the Plan to comply with changes in the Internal Revenue Code of 1986, herein referred to as the "Code", and various regulations and other guidance, as set forth in the 2012 Cumulative List issued by the Internal Revenue Service in Notice 2012-76 for Cycle C plans, including, but not limited to, changes under the Pension Protection Act of 2006 (PPA '06); the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act of 2007; the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act); the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA); the Small Business Jobs Act of 2010 (SBJA); the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 (PRA 2010); and the Moving Ahead for Progress in the 21st Century Act (MAP-21).

SECTION 3. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 25 in its entirety and substituting instead the following:

Section 25. Limitations on Benefits.

(a) The limitations of this Section 25 shall apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

(b) The Annual Benefit otherwise payable to a Participant at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited, or the rate of accrual reduced, to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a participant in another qualified defined benefit plan maintained by the County, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's county-provided benefits under all such defined benefit plans, determined as of the same age, would exceed the Maximum Permissible Benefit applicable at that age, the County will reduce the rate of accrual in this Plan to the extent necessary so that the total Annual Benefit payable at any time under such plans will not exceed the Maximum Permissible Benefit.

(d) The application of the provisions of this Section 25 shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the County as of the end of the last Limitation Year beginning before July 1, 2007, or such later date as may be applicable to

a governmental plan, under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007, satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, as described in Regulation 1.415(a)-1(g)(4).

(e) Definitions (In Addition to Those Capitalized Terms Defined in Section 34). For purposes of this Section 25, the following terms shall be defined as follows:

(1) "Annual Benefit" means a benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Section 25. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date, and shall satisfy the limitations of this Section 25 as of each such date, actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Regulation 1.401(a)-20, Q&A 10(d), and with regard to Regulation 1.415(b)-(1)(b)(ii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (i) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (ii) benefits that are not directly related to retirement benefits, such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits; or (iii) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code section 417(e)(3) and would otherwise satisfy the limitations of this Section 25, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Section 25 applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Regulation 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions.

The determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with subsections (A) or (B) below.

(A) Benefit Forms Not Subject to Code section 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (A) if the form of the Participant's benefit is either (1) a nondecreasing annuity, other than a straight life annuity, payable for a period of not less than the life of the Participant, or, in the case of a qualified preretirement survivor annuity, the life of the surviving Spouse, or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant, but only if the reduction is not below fifty percent (50%) of the benefit payable before the death of the survivor annuitant, or (b) the cessation or reduction of Social Security supplements or qualified disability payments, as defined in Code section 401(a)(11).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table, or other tabular factor specified in Section 33 of the Plan for adjusting benefits in the same form; and (II) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 33 of the Plan for that Annuity Starting Date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, the actuarially equivalent straight life annuity is equal to the greater of (I) the annual amount of the straight life annuity, if any, payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 33 of the Plan for that Annuity Starting Date.

(B) Benefit Forms Subject to Code section 417(e)(3). As a governmental plan there are no benefits subject to Code section 417(e)(3).

(2) "Compensation" shall mean all of a Participant's wages within the meaning of Code section 3401(a) and all other payments of compensation to an employee by the County for which the County is required to furnish the employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed, such as the exception for agricultural labor in Code section 3401(a)(2). However, compensation shall exclude amounts paid or reimbursed by the County for moving expenses incurred by an employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are deductible by the employee under Code section 217.

For Limitation Years beginning after December 31, 1991, for purposes of applying the limitations of this section, Compensation for a Limitation Year is the Compensation actually made available during such Limitation Year.

For Limitation Years beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, Compensation for a Limitation Year shall also include Compensation paid by the later of two and one-half (2½) months after an employee's severance from employment with the County, or the end of an elected or appointed term as commissioner, or the end of the calendar year that includes the date of the employee's severance from employment, or the end of an elected or appointed term as commissioner with the County, if:

(i) The payment is regular Compensation for services during the employee's regular working hours, or Compensation for services outside the employee's regular working hours, such as overtime or shift differential, commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment, or service as commissioner with the County;

(ii) The payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or

(iii) The payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered Compensation if paid after severance from employment, or end of term as commissioner, even if they are paid by the later of two and one-half (2½) months after the date of severance from employment or the end of the calendar year that includes the date of severance from employment, except, (i) payments to an individual who does not currently perform services for the County by reason of qualified military service within the meaning of Code section 414(u)(1), to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the County rather than entering qualified military service; or (ii) compensation paid to a Participant who is permanently and totally disabled, as defined in Code section 22(e)(3), provided, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Code section 414(q), immediately before becoming disabled.

Back pay, within the meaning of Regulation 1.415(c)-2(g)(8) shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this Section 25, compensation paid or made available during such Limitation Year shall include any elective deferral, as defined in Code section 402(g)(3), and any amount which is contributed or deferred by the County at the election of the employee and which is not includible in the gross income of the employee by reason of Code section 125 or Code section 457.

For Limitation Years beginning on and after January 1, 2001, for purposes of applying the limitations of this Section 25, Compensation paid or made available during such Limitation Years shall include elective amounts that are not includible in the gross income of the Employee by reason of Code section 132(f)(4).

(3) "County" shall, for purposes of this Section 25, mean the County of Hamilton, Tennessee.

(4) "Defined Benefit Compensation Limitation" As a governmental plan, this Plan is not subject to the one hundred percent (100%) compensation limit of Code section 415(b).

(5) "Defined Benefit Dollar Limitation" shall mean, as of the general effective date of this act, two hundred five thousand dollars (\$205,000), the limit for the 2013 fiscal year, as may be automatically adjusted, effective January 1 of each year, by the Secretary of the Treasury under Code section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight-life annuity. A limitation as adjusted under Code section 415(d) will apply to

Limitation Years ending with or within the calendar year for which the adjustment applies, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment provided under Code section 415(d) shall apply to Participants who have had a separation from employment.

(6) "Limitation Year" shall mean the Plan Year. All qualified plans maintained by the County shall use the same Limitation Year. If the Limitation Year is amended to a different twelve (12) consecutive month period, then the new Limitation Year shall begin on a date within the Limitation Year in which the amendment is made.

(7) "Maximum Permissible Amount" shall mean the Defined Benefit Dollar Limitation adjusted where required and to the extent applicable pursuant to subsections (A) and (B) below.

(A) Adjustment for Less Than Ten (10) Years of Participation or Service. If the Participant has less than ten (10) Years of Participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction (i) the numerator of which is the number of Years, or part thereof, but not less than one (1) year, of Participation in the Plan, and (ii) the denominator of which is ten (10). This subsection (A) shall not apply to a distribution made on account of the Participant becoming disabled by reason of personal injuries or sickness or as a result of the Participant's death.

(B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age Sixty-Two (62) or after Age Sixty-Five (65). The Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is after age sixty-five (65) as follows:

(i) Limitation Years Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning before July 1, 2007, or such later date as may be applicable to a governmental plan, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation, adjusted under subsection (7)(A) above for years of participation less than ten (10), if required, with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and the mortality table, or other tabular factor specified in Section 33 of the Plan; or (2) a five percent (5%) interest rate assumption and the applicable mortality table defined in Section 33 of the Plan.

(ii) Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Five (65) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit

Dollar Limitation, adjusted under subsection (7)(A) above for Years of Participation less than ten (10), if required, with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that Annuity Starting Date as defined in Section 33 of the Plan, and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date.

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age Sixty-Five (65) and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age sixty-five (65) and occurs in a Limitation Year beginning on or after July 1, 2007, or such later date as may be applicable to a governmental plan, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the lesser of the limitation determined under subsection (B)(ii)A, and the Defined Benefit Dollar Limitation, adjusted under subsection (8)(A) above for Years of Participation less than ten (10), if required, multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Section 25. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this subsection (7)(B), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between age sixty-five (65) and the Annuity Starting Date, as applicable, since benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code section 417(c) upon the Participant's death.

(C) Minimum benefit permitted. Notwithstanding anything else in this definition to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) The retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans, without regard to whether a plan has been terminated, ever maintained by the

County do not exceed ten thousand dollars (\$10,000) multiplied by a fraction (I) the numerator of which is the Participant's number of years, or part thereof, but not less than one (1) year of service, not to exceed ten (10), with the County, and (II) the denominator of which is ten (10); and

(ii) The County has not at any time maintained a defined contribution plan in which the Participant participated. For this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under § 401(h), and accounts for postretirement medical benefits established under § 419A(d)(1) are not considered a separate defined contribution plan.

(8) "Year of Participation" shall mean each accrual computation period, computed to fractional parts of a year, for which the following conditions are met: (i) the Participant is credited with at least the number of hours of service for benefit accrual purposes, required under the terms of the Plan in order to accrue benefit service, and (ii) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one (1) day of the period of benefit service. If these two (2) conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation, or part thereof, for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event will more than one Year of Participation be credited for any twelve-month period.

(f) Notwithstanding any provision of this Section 25, the application of this section shall be subject to such rules as may be prescribed by the Secretary of the Treasury.

SECTION 4. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 26 in its entirety and substituting instead the following:

Section 26. Limitation on Earnings.

(a) For purposes of computing any benefit under the Plan or any contribution made to the Plan, there shall be a limit on the amount of compensation that may be considered in any Plan Year for any Participant. The limit shall be the amount specified in this section as described below.

(b) For Plan Years beginning after December 31, 2001, the annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year shall not exceed two hundred thousand dollars (\$200,000), as may be adjusted as set forth below. Annual compensation means compensation during the Plan Year or such other consecutive twelve-month period over which compensation is otherwise determined under the Plan, known as the determination period. The two hundred thousand dollar (\$200,000) limit on annual compensation in this subsection (b) shall be adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

SECTION 5. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 28 in its entirety and substituting instead the following:

Section 28. Right to Direct Rollover. This section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the Plan to the contrary that would

otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Pension Commission, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(a) Eligible rollover distribution: An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments, not less frequently than annually, made for the life or life expectancy of the distributee or the joint lives, or joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income, determined without regard to the exclusion for net unrealized appreciation with respect to employer securities.

(b) Eligible retirement plan: An "eligible retirement plan" is any of the following arrangements that accept the distributee's eligible rollover distribution:

- (1) An individual retirement account described in Code section 408(a);
- (2) An individual retirement annuity described in Code section 408(b);
- (3) An annuity plan described in Code section 403(a);
- (4) A qualified trust described in Code section 401(a);
- (5) An annuity contract described in Code section 403(b);

(6) An eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or

(7) For distributions made after December 31, 2007, a Roth IRA described in Code section 408A(b).

A portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after tax Participant contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a domestic relations order accepted by the Pension Commission.

(c) Distributee: A "distributee" includes an employee or former employee eligible for benefits under the Plan. In addition, the employee's or former employee's surviving Spouse and the employee's or former employee's Spouse or former Spouse who is the alternate payee under a domestic relations order accepted by the Pension Commission, are distributees with regard to the interest of the Spouse or former Spouse.

Effective for distributions made after December 31, 2010, a "distributee" also includes a Participant's nonspouse beneficiary. However, in the case of a nonspouse beneficiary, the rollover must be a direct rollover and only can be made to an individual retirement account or annuity described in Code section 408(a) or 408(b) ("IRA") that is established on behalf of the beneficiary and will be treated as an inherited IRA pursuant to Code section 402(c)(ii). Also, in the case of a nonspouse beneficiary, the

determination of any required minimum distribution under Code section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18. If such distribution is made prior to January 1, 2010, it is not subject to the direct rollover requirements of Code section 401(a)(31), the notice requirements of Code section 402(f) or the mandatory withholding requirements of Code section 3405(c). If a nonspouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (nondirect) rollover.

If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary with the meaning of Code section 401(a)(9)(E).

(d) Direct rollover: A direct rollover is a payment by the Plan to an eligible retirement plan specified by the distributee and as allowed by law.

SECTION 6. Chapter 557 of the Private Acts of 1939, as amended by Chapter 76 of the Private Acts of 2004, and any other acts amendatory thereto, is amended by deleting Section 33 in its entirety and substituting instead the following:

Section 33. Actuarial Equivalent

(a) Effective July 1, 2002, "actuarial equivalent" shall mean a benefit of equivalent value on the basis of a seven and one-half percent (7.5%) interest rate, the RP-2000 Mortality Table for Employees (Male) for Members, and the RP- 2000 Mortality Table for Employees (Female) for Beneficiaries.

(b) Notwithstanding the foregoing, the mortality table and the interest rate for the purposes of determining the actuarial equivalent of the limitation on benefits per Section 25 shall be the "applicable mortality table" and the "applicable interest rate" described below:

(1) For Plan Years beginning before January 1, 2008, the "applicable interest rate" is the rate of interest on 30 year Treasury securities determined as of the "lookback month" for the "stability period," as explained in Subsection (3) below. For Plan Years beginning on or after January 1, 2008, the applicable interest rate is the adjusted first, second and third segment rates described in Code section 417(e)(3), as specified by the Commissioner of the Internal Revenue Service, for the lookback month preceding the stability period. For this purpose, the segment rates are the spot segment rates that would be determined for the applicable month under Code section 430(h)(2)(C) without the twenty-four-month averaging under Code section 430(h)(2)(D), and determined without regard to the adjustment for the 25-year average segment rates provided in Code section 430(h)(2)(C)(iv).

(2) For Plan Years beginning before January 1, 2009, the "applicable mortality table" is the table set forth in Rev. Rul. 2001-62. For Plan Years beginning on or after January 1, 2009, the applicable mortality tables are set forth in Regulation 1.430(h)(3)-1 and Internal Revenue Service Notice 2008-25.

(3) For purposes of this Section 33, the "stability period" is the plan year in which the Participant's Annuity Starting Date occurs, and the "lookback month" is the second full calendar month prior to the first day of the stability period.

(c) Notwithstanding the foregoing, except as provided in the Regulations, if a Plan amendment, including amendments made by this act, changes the time for determining the "applicable interest rate", including an indirect change as a result of a change in the Plan Year, any distribution for which the Annuity Starting Date occurs in the 1-year period commencing at the time the Plan amendment is effective, if the amendment is effective on or after the adoption date, must use the interest rate as provided under the terms of the Plan after the effective date of the amendment, determined at either the date for determining the interest rate before the amendment or the date for determining the interest rate after the amendment, whichever results in the larger distribution. If the Plan amendment is adopted retroactively, that is, the amendment is effective prior to the adoption date, the Plan must use the interest rate

**HB 2548**

determination date resulting in the larger distribution for the period beginning with the effective date and ending one (1) year after the adoption date.

SECTION 7. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Hamilton County. Its approval or rejection shall be proclaimed by the presiding officer of the legislative body and certified to the Secretary of State.

SECTION 8. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as provided in Section 7.

HOUSE BILL NO. 2548

PASSED: April 16, 2014



BETH HARWELL, SPEAKER  
HOUSE OF REPRESENTATIVES



RON RAMSEY  
SPEAKER OF THE SENATE

APPROVED this 13<sup>th</sup> day of May 2014



BILL HASLAM, GOVERNOR



# Hamilton County Board of Commissioners

## RESOLUTION

No. 614-18

**A RESOLUTION ADOPTING AN AMENDMENT TO CHAPTER 689 OF THE PRIVATE ACTS OF 1937, AND ANY OTHER ACTS AMENDATORY THERETO, RELATIVE TO THE HAMILTON COUNTY DEPARTMENT OF EDUCATION INSURANCE AND PENSION FUND EMPLOYEES' RETIREMENT ACT, AS PASSED BY THE 108TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.**

**WHEREAS,** the 108th General Assembly of the State of Tennessee has adopted House Bill No. 2545, as substituted for Senate Bill No.2638, amending Chapter 689 of the Private Acts of 1937, and any acts amendatory thereto, relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act; and

**WHEREAS,** the Governor of the State of Tennessee has signed said Amendment; and

**WHEREAS,** Section 4 of said Private Act requires that it shall have no effect unless it is approved by a two-thirds (2/3) vote of the Hamilton County legislative body.

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

That Chapter 689 of the Private Acts of 1937 (and any amendments thereto) relative to the Hamilton County Department of Education Insurance and Pension Fund Employees' Retirement Act, as amended by the 108<sup>th</sup> General Assembly of the State of Tennessee be, and hereby is, adopted.

**BE IT FURTHER RESOLVED:**

That the Chairman of this County legislative body and the County Clerk shall certify and forward to the Secretary of State for the State of Tennessee notice of the passage of 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

June 4, 2014

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 614-19

**A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE PLASTIC OMNIUM AUTO EXTERIORS, L.L.C. PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.**

**WHEREAS,** Plastic Omnium Auto Exteriors, L.L.C. (the "Company") is contemplating the construction and equipping of a manufacturing facility in the Enterprise South Industrial Park in Chattanooga, Hamilton County, Tennessee, which will require the acquisition of real property currently owned by both Hamilton County, Tennessee (the "County") and The City of Chattanooga, Tennessee (the "City") and the construction of a plant and other improvements in the Enterprise South Industrial Park in Chattanooga, Hamilton County, Tennessee (the "New Facility") and the acquisition and installation of machinery and equipment at the New Facility;

**WHEREAS,** pursuant to Tennessee Code Annotated, Section 7-53-305(b) the County is permitted to delegate to The Industrial Development 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,** because of the substantial economic benefits to the County and to the City resulting from the foregoing project, the Company has asked the Board, the Board of Commissioners of the County (the "Commission") and the City Council of Chattanooga ("City Council") to approve payments in lieu of ad valorem taxes; and

**WHEREAS,** the Company and the City are currently addressing the final terms of an Agreement For Payments In Lieu Of Ad Valorem Taxes, following which said Agreement of Payments In Lieu Of Ad Valorem Taxes will also be presented for approval to the Board and to the City Council; 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 Plastic Omnium Auto Exteriors, L.L.C. project referenced above is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Board's public purpose; and that the Board is hereby delegated with the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for this purpose and this project only; and that the County Mayor is hereby authorized to enter into an Agreement For Payments In Lieu Of Ad Valorem Taxes in a form identical to such Agreement For Payments In Lieu Of Ad Valorem Taxes as so approved by the City Council together with such changes 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

June 4, 2014

\_\_\_\_\_

Date

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

**THIS AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES** (the “Agreement”) is made and entered into as of this the \_\_\_ day of \_\_\_\_\_, 2014, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA** (the “Board”); **PLASTIC OMNIUM AUTO EXTERIORS, L.L.C.**, a Delaware limited liability company (the “Company”); the **CITY OF CHATTANOOGA** (the “City”); and **HAMILTON COUNTY** (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by **WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE** (the “Trustee”), and by **WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY** (the “Assessor”).

**WITNESSETH:**

**WHEREAS**, the Company is contemplating (i) the acquisition of certain real property in Chattanooga, Hamilton County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Land”); (ii) the construction of a new facility and other real property improvements on the Land (the “Real Property Improvements”) (the Real Property Improvements and the Land shall be collectively referred to as the “Real Property”); and (iii) the acquisition of machinery, equipment and other personal property, as more particularly described on Exhibit B attached hereto and incorporated herein (the “Personal Property”) (the Personal Property and the Real Property shall be collectively referred to as the “Property”) for use as a manufacturing facility and related purposes (the “Project”), resulting in a minimum investment of at least \$50,000,000 (the "Minimum Investment Requirement") with an investment target of \$70,000,000 (the “Capital Investment Target”) and the creation of at least

250 full-time jobs, which jobs shall have an average annual wage (excluding benefits) equal to at least \$44,699 (the "Minimum Job Requirement"), with a jobs target of 300 full-time jobs having an average annual wage (excluding benefits) equal to at least \$44,699 (the "Job Target"), such investment and jobs creation to occur on or before March 1, 2018 ("Determination Date"), and has requested the Board's assistance with the Project; and

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

**WHEREAS**, the Board has agreed to take title to the Property, together with all additions thereto, replacements thereof, and substitutions therefor and (i) to lease the Real Property to the Company pursuant to a Real Property Lease Agreement (the "Real Property Lease"), to be entered into between the Board and the Company, and (ii) to lease the Personal Property to the Company pursuant to a Personal Property Lease Agreement (the "Personal Property Lease"), to be entered into between the Board and the Company (the Real Property Lease and the Personal Property Lease collectively called the "Leases"); and

**WHEREAS**, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, § 7-53-101, *et seq.*, the Property will be exempt from ad valorem property taxes ("property taxes") normally paid to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, § 7-53-305; and

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

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

**WHEREAS**, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, including, without limitation, the requirement that the Board collect and expend such payments in furtherance of the public purposes for which the Board was created; and

**WHEREAS**, the Company and the Board have agreed that all In Lieu Payments made to the Board by the Company shall be paid to the Trustee, who shall disburse such amounts to the City and the County in accordance with the requirements specified herein; and

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

**WHEREAS**, the Board wishes to designate the 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 as though it were subject to property taxes. 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 (determined in accordance with Section 4 below), 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 bills 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 which amounts shall be determined in accordance with the provisions set forth below in Section 4. The In Lieu Payments shall be made by the Company in lieu of the property taxes which would otherwise be payable on the Property if it were subject to property taxes.

4. Amount of Payments by the Company. For the period covering and inclusive of calendar years 2014 through 2025 (the "Tax Abatement Period"), the Company shall make In Lieu Payments with respect to the Property in an amount, as determined by the Assessor and the Trustee, equal to the following percentage of the taxes that would have been payable on the Property if it were subject to property taxes for the respective years shown (the "In Lieu Payment Percentages"):

<u>Year</u>	<u>City General Fund</u>	<u>County General Fund</u>	<u>County School Fund</u>
2014*	100%	100%	100%
2015	100%	100%	100%
2016	0%	0%	100%
2017	25%	25%	100%
2018	40%	40%	100%
2019	50%	50%	100%
2020	50%	50%	100%
2021	50%	50%	100%
2022	50%	50%	100%
2023	50%	50%	100%
2024	50%	50%	100%
2025	50%	50%	100%

\*Prorated from date of purchase

For the avoidance of doubt, the parties intend that the Company shall make (i) In Lieu Payments in an amount equal to one hundred percent (100%) of all ad valorem taxes that would be dedicated to the support of the County school system, which the parties acknowledge and agree currently equates to twenty-seven and one tenth percent (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 (the “School Portion”), and (ii) In Lieu Payments in an amount equal to the above graduated amounts for all other ad valorem taxes of the City and the County, excluding the School Portion of the County ad valorem taxes.

For any periods before the Tax Abatement Period or after the Tax Abatement Period that the Property is owned by the Board and leased to the Company, the Company shall make In Lieu Payments in an amount, as determined by the Assessor 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.

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

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

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

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit against the Company in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees.

6. Annual Report. The Company will provide, on or before January 31 of each calendar year through and including calendar year 2025, an annual report to the Board, the Mayor of the City, and the Mayor of the County, summarizing its investment in the Property and the development and operation of the Project as of December 31 of the preceding calendar year for purposes of analyzing the Company's progress in achieving and maintaining (after the Determination Date) the Minimum Job Requirement and Minimum Investment Requirement.

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

(a) Minimum Requirements. The Company must meet one hundred percent (100%) of the Minimum Job Requirement and the Minimum Investment Requirement by the Determination Date and during each calendar year thereafter during the Tax Abatement Period.

(b) Annual Employment Review. If Company fails to achieve the Minimum Jobs Requirement during the calendar year in which the Determination Date occurs or during in any calendar year thereafter during the Tax Abatement Period, the City and the County reserve the right but are not obligated to increase the amount of the In Lieu Payments applicable to the Property for the same calendar year in which such failure occurs by a percentage equal to 100% less the "Company's Job Performance" for such calendar year (the "Job In Lieu Payment Percentage Increase"). The "Company's Job Performance" for any calendar year means the proportion, expressed as a percentage, that the average number of full-time jobs actually maintained by the Company bears to the Minimum Job Requirement.

Example 1:

Total number of full-time jobs for 2019 = 280  
Minimum Job Requirement = 250  
No increase in In Lieu Payments for 2019  
(Minimum Job Requirement has been exceeded)

Example 2:

Total number of full-time jobs for 2019 = 200  
Minimum Job Requirement = 250  
Company's Job Performance = 80%  
Job In Lieu Payment Percentage Increase for 2019 = 20%  
(In Lieu Payment Percentages for 2019 for City General Fund and County General Fund may each be increased by 20%)

(c) Annual Investment Review. If the Company fails to achieve the Minimum Investment Requirement during the calendar year in which the Determination Date occurs or during in any calendar year thereafter during the Tax Abatement Period, the City and the County reserve the right but are not obligated to increase the amount of the In Lieu Payments applicable to the Property for the same calendar year in which such failure occurs by a percentage equal to 100% less the "Company's Investment Performance" for such calendar year (the "Investment In Lieu Payment Percentage Increase"). The "Company's Investment Performance" for any calendar year means the proportion, expressed as a percentage, that the actual aggregate capital investment made by the Company through the end of such calendar year, including all capital investment made in the preceding calendar years in connection with the Project, bears to the Minimum Investment Requirement.

Example 3:

Total amount of capital investment through 2019 = \$70,000,000  
Minimum Investment Requirement = \$50,000,000  
No increase in In Lieu Payments for 2019 (Minimum Investment Requirement has been exceeded)

Example 4:

Total amount of capital investment through 2019 = \$45,000,000  
Minimum Investment Requirement = \$50,000,000  
Company's Investment Performance = 90%  
Investment In Lieu Payment Percentage Increase for 2019 = 10%  
(In Lieu Payment Percentages for 2019 for City General Fund and County  
General Fund may each be increased by 10%)

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

(d) Single Adjustment Regarding Tax Abatement; Issuance of Supplemental Bill to Company. If both the annual employment review under Section 6(b) and the investment review under Section 6(c) for any calendar year indicate an increase in the In Lieu Payments for the same calendar year in which such failure occurs, and if the City and the County elect to increase the In Lieu Payments for such calendar year, then the City and the County shall determine whether the increase under Section 6(b) or Section 6(c) shall apply. The increase under Section 6(b) and Section 6(c) shall not be combined. If the City and the County increase the amount of the In Lieu Payments pursuant to the annual employment review under Section 6(b) for any calendar year, then they may not, in the same year, also increase the amount of the In Lieu Payments pursuant to Section 6(c), and vice versa. For example, using Examples 2 and 4 shown above, the City and the County may elect to either (i) increase the amount of the In Lieu Payments to the City General Fund and the County General Fund under Section 6(b) by 20% or (ii) increase the amount of the In Lieu Payments to the City General Fund and the County General Fund under Section 6(c) by 10%. In accordance with the foregoing and once a determination has been made of the Jobs In Lieu Payment Percentage Increase or the Investment

In Lieu Payment Percentage Increase, whichever is determined to be applicable, the Trustee shall compute the amount of the additional In Lieu Payment resulting therefrom and will issue a supplemental bill to the Company for that payment.

(e) Disbursements by Trustee. All sums received by the Trustee pursuant to Section 3 for the benefit of the City and County general funds shall be disbursed to the general funds of the City and 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 shall be divided into two (2) accounts, one for the use and benefit of the City and the other 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 (the "City Portion"), 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 (the "County Portion"). All sums received by the Trustee pursuant to Section 3 for the School Portion shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. All disbursements to the general funds of the City and County shall be made by the Trustee subject to the requirement that all funds disbursed may be used by the City and the County only in furtherance of the public purposes of the Board, as described in Tennessee Code Annotated, § 7-53-102.

8. Economic Development Fee. For each calendar year beginning with 2016 in which the In Lieu Payment Percentage as to the City and County General Fund (see chart in Section 4) is less than 100%, an economic development fee (an "Economic Development Fee")

equal to 15% of the difference between (1) the property taxes that would otherwise be payable for such year on the Property if it were subject to property taxes as calculated by the Trustee pursuant to Section 2 above, and (2) the amount of the School Portion with respect to the Property for such year as calculated pursuant to Section 4 above, shall be computed and collected by the Trustee. Beginning in 2016, this Economic Development Fee will be paid for each year that the Property is owned by the Board through and including 2025 if the In Lieu Payment Percentage as to the City and County General Fund (see chart in Section 4) for such calendar year is less than 100%. If the Board's ownership ceases during any calendar year, then that year's Economic Development Fee will be prorated. The Trustee shall add the Economic Development Fee as a separate line item on the Tax Bill, and the Company shall pay the Economic Development Fee for each such year during the term before March 1 of the following year.

The Trustee shall not deduct any part of the Economic Development Fee from the School Portion of the In Lieu Payments. The Trustee shall prorate the Economic Development Fee between the County Portion and the City Portion of the In Lieu Payments and disburse the Economic Development Fee to the Board. The Board shall hold such funds to be used for economic development purposes, as directed by the City and the County in accordance with the following sentence. The City may, acting by and through its Mayor, direct the use of the proportionate amount of the Economic Development Fee that is attributable to property taxes which would otherwise be owed to the City, and the County may, acting by and through its Mayor, direct the use of the proportionate amount of the Economic Development Fee that is attributable to property taxes which would otherwise be owed to the County. Upon direction of

the City and County, the Board shall thereafter disburse such funds for the specified economic development purposes.

9. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor, the computation by the Trustee of the amount of the In Lieu Payments and the calculation of the Economic Development Fee. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. If the In Lieu Payments, or the Economic Development Fee, as applicable, 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 for a period not to exceed sixty (60) days to resolve any disputes as to appraisal, assessment or computation of the In Lieu Payment or the Economic Development Fee, as applicable. If the Company and the Assessor or the Trustee, as the case may be, are unable to resolve a dispute and notwithstanding that said negotiations may be ongoing, 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, or take such other action as is permitted by law and may be considered appropriate by the Company.

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

11. Term. This Agreement shall become effective on the date that the Board enters into the Leases with the Company and shall continue for so long as the Board holds title to

any of the Property and leases such property to the Company, or the Company has made all payments required hereunder, whichever shall later occur.

12. Leasehold Taxation. The Board, the City, the County, the Trustee and the Assessor acknowledge and agree that the Company's personal property leasehold interest in the Personal Property under the Lease shall not be subject to assessment for ad valorem tax purposes. The Board, the City, the County, the Trustee and the Assessor further acknowledge and agree that the Company's real property leasehold interest in the Real Property under the Lease is not expected to be subject to assessment for ad valorem tax purposes, as all amounts paid by the Company, including without limitation, rent under the Real Property Lease, costs for maintenance, insurance, utilities, infrastructure, site preparation, acquisition, construction, and other costs for or in connection with the Project, cost of capital for or in connection with the Project, and obligations of the Company under the Real Property Lease would, at the present time, be considered as rent payable under the Real Property Lease for purposes of determining the value of the Company's leasehold interest. As a result, the actual or imputed rent for the Real Property is expected to equal or exceed the fair market rent for purposes of Tenn. Code Ann. § 67-5-605. If the leasehold interest of the Company in the Property should be subject to ad valorem taxation for any year hereunder, then any amounts assessed as taxes thereon shall be credited against any In Lieu of Tax Payments and Economic Development Fees paid under this Agreement and carried forward from year to year until fully so utilized. Additionally, in the event the Company determines, in the exercise of reasonable discretion, that there is a possibility, notwithstanding the foregoing agreement, of a positive taxable leasehold interest in the Property, the Company shall have the continuing option to require the Board take all reasonable steps, at no additional cost to the Board, to restructure this Agreement and the related

Lease to eliminate the positive leasehold value and to deliver the same economic benefit to the Company as is contemplated under this Agreement without the imposition of any ad valorem taxes on such leasehold value. Such options may include, but are not limited to, an arrangement by which the Board issues and the Company purchases industrial revenue bonds to finance all or a portion of the Property, provided that such bonds shall be limited obligations of the Board and non-recourse to the City and the County.

13. Notices, etc. All notices and other communications provided for hereunder shall be in writing and mailed via U.S. certified mail, return receipt requested, or delivered via overnight courier or hand delivery, addressed as follows:

Board or to the City:	Wade A. Hinton City Attorney City of Chattanooga Suite 200, 100 E. 11 <sup>th</sup> Street Chattanooga, Tennessee 37402
The County:	Rheubin M. Taylor County Attorney Hamilton County Government Room 204, County Courthouse Chattanooga, Tennessee 37402
Company:	Plastic Omnium Auto Exteriors, L.L.C. 5100 Old Pearman Dairy Road Anderson, South Carolina 29625 Attention: _____
With a Copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. 1800 Republic Centre 633 Chestnut Street Chattanooga, Tennessee 37450 Attention: Louann Prater Smith, Esquire
The Trustee:	Hamilton County Trustee Hamilton County Courthouse Chattanooga, Tennessee 37402

The Assessor

Hamilton County Assessor of Property  
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 be deemed delivered as follows: (i) when delivered via hand delivery or overnight courier service, upon the date of delivery, and (ii) when mailed by U.S. certified mail, return receipt requested, three days after deposit in the U.S. mail, in each case addressed as aforesaid.

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

15. 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.

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

ATTEST:

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

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

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

**PLASTIC OMNIUM AUTO EXTERIORS, L.L.C., a Delaware limited liability company**

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

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

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

**CITY OF CHATTANOOGA, TENNESSEE**

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

**HAMILTON COUNTY, TENNESSEE**

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

**WILLIAM F. HULLANDER**

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

**WILLIAM C. BENNETT**

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

**EXHIBIT "A"**  
**TO PILOT AGREEMENT**

**REAL PROPERTY**

The following real property (and all buildings, improvements, fixtures and upgrades now or hereafter constructed, acquired and installed on such real property or made to the buildings and improvements located thereon, together with replacements thereof and substitutions therefor):

Land lying and being in Hamilton County, Tennessee, described as follows:

**EXHIBIT “B”**  
**TO PILOT AGREEMENT**

**PERSONAL PROPERTY**

All machinery, equipment and other tangible personal property that is installed or otherwise now or hereafter located on or about or used in connection with the real property described in Exhibit A, together with replacements thereof and substitutions therefor, in connection with the Company’s manufacturing facility and other operations on such real property. The personal property may include one or more distribution, delivery or other vehicles used in connection with the Project.