

Hamilton County Board of County Commissioners

AGENDA

August 20, 2025

ROLL CALL

INVOCATION - **Commissioner Mackey**

PLEDGE TO THE FLAG - **Commissioner Mackey**

Presentation	Special Presentation - Chairman Eversole - Agenda Meeting Only
Presentation	Hamilton County Regional Health Council Presentation - Rails to Trails Projects, Overdose Prevention, Disability and Aging - Regular Meeting Only
Presentation	Home Builders Association Presentation - Julian Bell - Regular Meeting Only
Minutes	July 30, 2025 Recessed Meeting
Minutes	July 30, 2025 Agenda Meeting
Minutes	August 6, 2025 Regular Meeting
Report	June 2025 Trustee Excess Fee Report
Report	June 2025 Trustee Monthly Report
Report	Procurement PO's Report \$25-50K July 2025
Report	July 2025 Trustee Excess Fee Report
Report	July 2025 Trustee Monthly Report
Res. No. 825-13	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, and the oaths of Deputy Sheriffs.
Res. No. 825-14	A Resolution to appoint two (2) members to the Hamilton County Employee Appeals Board for a two (2) year term beginning August 20, 2025 and ending August 20, 2027.
Res. No. 825-15	A Resolution reappointing one (1) commissioner to the Hamilton County Agricultural Extension Committee, for a terms beginning August 20, 2025, and ending August 20, 2027.
Res. No. 825-16	A Resolution making an appropriation to Red Bank Elementary School in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District Two and in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District Six.
Res. No. 825-17	A Resolution making an appropriation to Soddy Daisy Food Bank in the amount of one thousand dollars (\$1,000.00) from General Fund travel discretionary monies, as allotted to District One.
Res. No. 825-18	A Resolution advising the Regional Planning Commission and Regional Planning Agency it is the will of the Hamilton County Commission to change Plan Hamilton in accordance with the specified changes.
Res. No. 825-19	A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Hamilton County Health and Social Services Department to sign a continuation Grant-in-Aid contract for \$633,928.00 with the Tennessee Department of Health to support the delivery of public health services for the period of July 1, 2025 through June 30, 2026.
Res. No. 825-20	A Resolution authorizing the County Mayor, on behalf of Hamilton County, Tennessee, the Health Services Division operating as the Hamilton County Health and Social Services Department, to sign a contract with the Tennessee Department of Health in the amount of \$219,200.00 to provide sexually transmitted infection and HIV education, prevention, and control services in Hamilton County for the time period of July 1, 2025, through June 30,

2026.

- Res. No. 825-21 A Resolution to authorize the County Mayor to enter into and execute a contract with the State of Tennessee, Tennessee Commission on Children and Youth, to receive \$45,000.00 to be used for the Court Appointed Special Advocate Program (CASA) within the Hamilton County Juvenile Court.
- Res. No. 825-22 A Resolution approving the purchase of one (1) Volvo Hydraulic Crawler Excavator from Ascendum Machinery from the Sourcewell Purchasing Cooperative amounting to \$90,938.00 for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 825-23 A Resolution approving the purchase, from Tennessee Statewide Contract SWC-209, vehicles to be utilized as unmarked vehicles for an amount not to exceed \$154,895.00 for the Hamilton County Sheriff's Office, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 825-24 A Resolution approving the purchase of vehicles from Tennessee Statewide Contract SWC-209 in an amount not to exceed \$847,000.00 for the Hamilton County Sheriff's Office, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 825-25 A Resolution accepting the bid of Biowaste, LLC for three (3) year contract unit pricing, with the option to renew for (3) additional two (2) terms, beginning September 1, 2025, through July 31, 2028, for Medical & Pharmaceutical Waste Disposal Services for EMS and various county departments and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 825-26 A Resolution authorizing the County Mayor to enter into and execute a Lease Agreement between Hamilton County and the City of Soddy-Daisy for property located at 9531 West Ridge Trail Road, Soddy-Daisy, Tennessee.
- Res. No. 825-27 A Resolution adopted for the purpose of amending the Hamilton County, Tennessee, Zoning Resolution regulating development within the unincorporated area of Hamilton County, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program.
- Res. No. 825-28 A Resolution to Rezone from R-2 Urban Residential District to C-5 Neighborhood Commercial District for the property located at 5515 Main Street.
- Res. No. 825-29 A Resolution to amend Condition Number 1 from Hamilton County Resolution Number 324-30B of previous case Number 2024-0028 for property located at 9101 Amos Road.
- Res. No. 825-30 A Resolution to rezone from R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions to A-1 Agricultural District, R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions for property located at 9101 Amos Road.
- Res. No. 825-31 A Resolution granting an Amendment to a Residential Planned Unit Development, as approved by Hamilton County Resolution # 324-31 of previous Case Number 2024-0029, for parts of a property located at 9101 Amos Road.
- Res. No. 825-33 A Resolution recognizing the accomplishment of Soddy Daisy High School in winning the 2024-2025 Tennessee Secondary School Athletic Association ("TSSAA") State Wrestling Championship and awarding funds from the Hamilton County Schools Champions' Fund for the purchase of championship rings.
- Res. No. 825-34 A Resolution making an appropriation to East Ridge Needy Child Fund in the amount of four thousand dollars (\$4,000.00) from General Fund travel discretionary monies, as allotted to District Eight.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

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

STATE OF TENNESSEE) Recessed Meeting

COUNTY OF HAMILTON) July 30, 2025

BE IT REMEMBERED that on this 30th day of July 2025, 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 Jeff Eversole, Chairman. Chief Deputy County Clerk Brooke Weaver called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Joe Graham, Commissioner Steve Highlander, Commissioner Lee Helton, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith and Chairman Jeff Eversole. Commissioner Mike Chauncey arrived after the invocation. Total present – 11. Total absent - 0.

County Mayor Weston Wamp, members of his administrative staff, County Attorney Janie Varnell, and County Auditor Chris McCollough were also in attendance.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
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Commissioner Highlander invited Hamilton County Trustee Bill Hullander to offer the invocation. Commissioner Highlander led in the pledge to the flag.

RESOLUTION NO. 725-30 A RESOLUTION ACCEPTING THE PROPOSAL FROM ZOLL DATA SYSTEMS, INC. FOR AN INITIAL THREE (3) YEAR TERM TO PROVIDE SOFTWARE AND DATA SOLUTION SERVICES AMOUNTING TO A TOTAL OF \$202,120.00 FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT - AMBULANCE BILLING SERVICES, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Chairman Eversole stated *Resolution No. 725-30*, previously *325-36, 325-45, 425-23, 525-40, 625-7, and 725-9* was deferred to today's meeting in hopes that the Baker Donelson review (*Resolution No. 425-13*) would be complete. He noted he spoke with Baker Donelson and hopes to have a meeting set up within the next few weeks. He stated he would like to move this item to the August 27, 2025, Recessed meeting.

In response to Chairman Eversole, Chief Financial Officer Lee Brouner stated they have been in touch with Zoll and spoke with them about the delay. He noted they will continue operating their day-to-day operations as they are now.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
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In response to Commissioner Graham's question, Chief Financial Officer Lee Brouner stated the resolution represents an opportunity to improve efficiency and collections, but the delay is not hindering day-to-day operations.

In response to Commissioner Sharpe's question, Attorney Varnell stated Baker Donelson has not reviewed this resolution specifically, and they have not made any recommendations.

In response to Commissioner Sharpe's question, Chairman Eversole stated he has set a goal with Baker Donelson to meet with Commissioners within the next two weeks to discuss their findings so the board can make a decision.

Commissioner Sharpe stated there has been a lack of communication since the Compliance Task Force relocated from the Attorney's Office. He noted he is concerned that decisions are being made outside of this board's understanding, and this board is held accountable for those decisions. He asked if there are any conversations or discussions about HIPAA policy or procedures that impact or involve PHI or PPI to include this board in those communications. He stated he would prefer to hold off a couple of weeks on the vote to ensure this is the direction the county needs to go.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
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In response to Commissioner Baker's response, Mr. Brouner stated this will not hamper the county in any way. He noted that it merely delays the county from taking advantage of an opportunity to work more efficiently.

In response to Commissioner Baker's question, Attorney Varnell stated the Zoll contract dealt primarily with EMS billing, and EMS billing was the subject of our data breach back in March. She noted the primary concern was continuing with the sole contract established by the previous County Attorney, and Baker Donelson was brought in following the NRS breach. She stated Attorney Taylor was uncomfortable with moving forward because of its subject matter and because Baker Donelson was brought in directly after the data breach. She reminded the commission that it was due to the subject matter of the contract and the subsequent NRS data breach.

Chairman Eversole stated without objection, *Resolution No. 725-30* will be moved to the August 27, 2025, Recessed Meeting.

In response to Commissioner Mackey's question, Chairman Eversole stated he is confident they will hear something from Baker Donelson within the next two weeks and attend a meeting.

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

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials

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

STATE OF TENNESSEE)	Agenda Preparation Session
COUNTY OF HAMILTON)	July 30, 2025

BE IT REMEMBERED, that on this 30th day of July 2025, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jeff Eversole, Chairman. Chief Deputy County Clerk Brooke Weaver called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Lee Helton, Commissioner Steve Highlander, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith and Chairman Jeff Eversole. Total present – 11. Total absent - 0.

County Mayor Weston Wamp, members of his administrative staff, County Attorney Janie Varnell, and County Auditor Chris McCollough were also in attendance.

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

COMMITTEE ASSIGNMENTS

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

- Procurement Purchase Order Report \$25k - \$50k for June 2025 would be submitted for the record.
- Resolution No. 825-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 825-4 through 825-9 were assigned to the Finance Committee, chaired by Commissioner Smith.
- Resolution Nos. 825-10 and 825-11 were assigned to the Building and Economic Development Committee, chaired by Commissioner Helton.
- Resolution Nos. 825-2 and 825-3 were heard by a Committee of the Whole.

**RESOLUTION NO. 825-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND THE BONDS AND OATHS
OF NOTARIES PREVIOUSLY ELECTED.**

There were no questions from the Commissioners or the audience.

**RESOLUTION NO. 825-2 A RESOLUTION TO REAPPOINT ONE (1) MEMBER TO
THE SHERIFF'S CIVIL SERVICE ADVISORY BOARD FOR THREE (3) YEAR TERMS
BEGINNING AUGUST 6, 2025, AND ENDING AUGUST 6, 2028.**

There were no questions from the Commissioners or the audience.

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

**RESOLUTION NO. 825-3 A RESOLUTION TO REAPPOINT ONE MEMBER TO THE
HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD BEGINNING
AUGUST 6, 2025, AND ENDING AUGUST 6, 2029.**

There were no questions from the Commissioners or the audience.

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

Commissioner Helton, Chairman of the Building and Economic Development Committee, stated the Building and Economic Development Committee would meet in the Commission Room immediately following today's Finance Committee.

ANNOUNCEMENTS

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Baker thanked Attorney Varnell for making one of her staff members available for a constituent meeting two weeks ago. He noted it was very

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AGENDA PREPARATION SESSION
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professional. He also spoke about the Blackstone NFL Building attack and expressed his heartfelt sympathy to all those affected.

Commissioner Beck spoke about concerns with the questions/comments from the audience. He stated it has been violated, and commissioners should not be interrogated. Commissioner Smith noted he does not believe every item during the meeting is intended to offer an opportunity, but rather to ensure that we have an opportunity. He stated they need more legal review and would be happy to work with Attorney Varnell on this matter.

Commissioner Beck spoke about his concerns with taxpayers paying a lot of money to keep people incarcerated. He stated there was a situation of a guy coming to a gathering and pulling out a pistol and shooting people at random. He noted he has a problem with this guy being put on the taxpayers. He also spoke about a Hispanic individual who is here to work and pay taxes. He stated there are two dynamics and often wonders if we are deporting the wrong people.

Commissioner Sharpe stated with the most recent property assessment in Hamilton County, we have experienced a historic jump in property values, and the increase has raised concerns with many seniors across District 6. He noted some of the highest increases in District 6 are over 160%. He stated the City of Chattanooga

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AGENDA PREPARATION SESSION
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appears to be stepping up for seniors, and believes that Hamilton County should, too. He noted he would like to spend the next two weeks working with the County Attorney's Office to propose a senior tax freeze in Hamilton County at the next Agenda Session. Commissioner Smith stated he would be happy to assist Commissioner Sharpe on this tax relief program/tax freeze.

Commissioner Highlander stated he has received the same complaints in his district. He noted if it can be worked out equitably with the attorney, he would support this.

Commissioner Graham stated there is a tax freeze in place now, and it should be worked on to improve it. He noted his district is very diverse and has a lot of seniors. He stated he could support something like this and looked forward to seeing what comes out of it. He also wished his wife a Happy Birthday.

Attorney Varnell called for a brief Legal Meeting after the adjournment of committee meetings.

Mayor Wamp stated he would question whether a tax relief program/tax freeze is being visited as a political exercise or a mathematical exercise. He noted that the County implemented a property tax relief program several years ago, which the

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Trustee's Office, as its custodian, still administers and takes a lot of pride in this program. He stated while he is in principle supportive of preventing low-income senior citizens from being hit with a big tax bill, he does not support something that the county may not be able to deliver on, nor may have the intended impact, because taxes were not raised this year.

Chairman Eversole announced that a Legislative Conference will be held in Knoxville on October 9th and 10th, resulting in no Commission meeting on October 8, 2025, due to the lack of a quorum. He noted there will be a combined Agenda/Regular Meeting on October 15, 2025. He also announced there will be no meeting on October 22, 2025, because it is a five-week month.

Commissioner Baker announced there will be an Audit Committee Meeting at the McDaniel Building on August 8, 2025, at 2:00 PM.

Chairman Eversole announced that Plan Hamilton will be going on the Planning Commission Agenda in September. He stated he reached out to the Interim Administrator of the Department of Planning and the Interim Executive Director of the Chattanooga-Hamilton County Regional Planning Agency, Karen Rennich, to make a minor modification to the plans to show a map based on County Commission districts instead of the area plan boundaries. He noted District 11 has zero claims for its

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unincorporated area and no plans for incorporating. A copy of the map has been filed in the Clerk's Office.

Commissioner Graham stated he does have an unincorporated area in his district that was not included in the growth plan. He noted the taxpayers in his district will be hurt by Plan Hamilton if it is not implemented correctly. He stated he has the most diverse district. He noted he is not against planning or either version of Plan Hamilton. He stated his stand is to combine the two versions into one.

Chairman Eversole stated every Commissioner with unincorporated areas in their district must ensure their citizens are involved in their communication.

In response to Commissioner Baker's question, Ms. Rennich stated there was no specific time frame given by the County Commission about placing Plan Hamilton back on the Planning Commission agenda. She noted they understand the need to move promptly, so a September Planning Commission meeting for Plan Hamilton would be very productive.

In response to Commissioner Baker's question, Attorney Varnell stated she would recommend that the temporary moratorium on plat approvals (*Resolution No.*

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AGENDA PREPARATION SESSION
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625-62) end on August 2, 2025. She noted moratoriums have been approved and have withstood legal challenges because they have been short.

Chairman Eversole commended Commissioner Helton for leading a remarkable event last Saturday. He stated there is a family with a terminally ill daughter, and Commissioner Helton took it upon himself, with a couple of others, to have a benefit to help with some of the financial obligations. He thanked him for his passion and service to the community.

DELEGATIONS

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

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AGENDA PREPARATION SESSION
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There being no further business, Chairman Eversole adjourned the meeting to
Wednesday, August 6th, at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
AUGUST 6, 2025**

STATE OF TENNESSEE) Regular Meeting

COUNTY OF HAMILTON) August 6, 2025

BE IT REMEMBERED that on this 6th day of August 2025, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present and presiding was the Honorable Jeff Eversole, Chairman. County Clerk Bill Knowles called the roll of the County Commission, and the following, constituting a quorum, answered to their names: Commissioner Chip Baker, Commissioner Greg Beck, Commissioner Mike Chauncey, Commissioner Joe Graham, Commissioner Lee Helton, Commissioner Steve Highlander, Commissioner Warren Mackey, Commissioner David Sharpe, Commissioner Gene-o Shipley, Commissioner Ken Smith, and Chairman Jeff Eversole. Total present - 11. Total absent -0.

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

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

Commissioner Mackey introduced Pastor Janie Vannoy, Trinity Lutheran Church, to offer the invocation. Commissioner Mackey led in the pledge to the flag.

PRESENTATION – HAMILTON COUNTY JUVENILE COURT JUDGE PHILYAW

Hamilton County Juvenile Court Judge Rob Philyaw introduced Keith Grant as the new Juvenile Court Administrator, replacing the previous administrator who retired after over 30 years of service. He stated Mr. Grant's legal experience and passion for juvenile court will make him a tremendous asset to the team.

Mr. Grant expressed his happiness to be with the county and his excitement about joining the juvenile court team, where he will work with Judge Philyaw to help families.

PRESENTATION – HAMILTON COUNTY SHERIFF AUSTIN GARRETT

Hamilton County Sheriff Austin Garrett introduced Tim Davis as the new Deputy Chief of Corrections for the Hamilton County Sheriff's Office. He stated Deputy Chief Davis, a seasoned law enforcement professional with over 25 years of experience, will

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oversee all Corrections Service operations. He noted Deputy Chief Davis brings a distinguished career in corrections and law enforcement leadership, having served in a variety of command roles at the Santa Clara County Sheriff's Office in California.

Deputy Chief Davis stated he is excited to be a part of the county, community, and the Sheriff's Office. He noted he looks forward to working with all the great men and women in the Sheriff's Office.

**PRESENTATION – PERRY PERKINS AND HAMILTON COUNTY SHERIFF
CHAPLAIN GREG HILL**

Perry Perkins spoke about a fundraiser held at the Elks Lodge to help a terminally ill child with no insurance. He stated Commissioner Helton initiated contact with all elected officials, the Sheriff's Office, and County and City employees. He noted they were able to raise \$9,200.00 from that fundraiser, and still have money being donated, bringing them to \$13,000.00. He thanked Commissioner Helton for his efforts in organizing this fundraiser to support the family in need.

Hamilton County Sheriff Chaplain Greg Hill thanked everyone who attended the pancake breakfast to support this little girl and her family. He thanked everyone for all the support on behalf of the family.

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Commissioner Shipley stated Commissioner Helton has a huge heart and is very passionate about his work. He noted he is a very classy guy and appreciates everything he does.

Commissioner Helton thanked everyone who came out to the pancake breakfast and showed support for this family.

In response to Commissioner Sharpe's question, Chaplain Hill stated if anyone wants to donate, they can make checks to Beth Bradley or COP Church.

PRESENTATION – AMERICANS WITH DISABILITIES ACT 35th ANNIVERSARY

Chairman Eversole invited Roddey Coe from the Tennessee Disability Coalition to the podium. He asked Deputy County Clerk Jennifer Smith to read the Certificate of Recognition into the record. A copy of the certificate has been filed with the Clerk's Office.

Mr. Coe stated the recognition of this landmark is not merely a formality but is a powerful affirmation of the rights, dignity, and contributions of over 61 citizens here in Hamilton County.

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APPROVAL OF MINUTES

ON MOTION of Commissioner Smith, seconded by Commissioner Highlander, that the minutes of the Recessed Meeting of July 9, 2025, the Agenda Preparation Session of July 9, 2025, and the Regular Meeting of July 16, 2025, be approved, treated the same as read, made a matter of record, and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes – 0.

PROCUREMENT PURCHASE ORDER REPORT

Procurement's reports detailing purchase orders between \$25k and \$50k for June 2025 were submitted and made a matter of record.

Commissioner Sharpe made note that a hard copy of the Procurement Purchase Order Report is supposed to be in the commissioner's mailboxes.

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**RESOLUTION NO. 825-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND THE BONDS AND OATHS
OF NOTARIES PREVIOUSLY ELECTED.**

ON MOTION of Commissioner Graham, seconded by Commissioner Highlander,
to adopt Resolution No. 825-1.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following
members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey,
"Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner
Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye,"
Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole,
"Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes –
0.

**HAMILTON COUNTY COMMISSION
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**RESOLUTION NO. 825-2 A RESOLUTION TO REAPPOINT ONE (1) MEMBER TO
THE SHERIFF'S CIVIL SERVICE ADVISORY BOARD FOR THREE (3) YEAR TERMS
BEGINNING AUGUST 6, 2025, AND ENDING AUGUST 6, 2028.**

This will reappoint Jody Millard.

ON MOTION of Commissioner Shipley, seconded by Commissioner Helton, to
adopt Resolution No. 825-2.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following
members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey,
"Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner
Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye,"
Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole,
"Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes –
0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
AUGUST 6, 2025**

**RESOLUTION NO. 825-3 A RESOLUTION TO REAPPOINT ONE MEMBER TO THE
HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD BEGINNING
AUGUST 6, 2025, AND ENDING AUGUST 6, 2029.**

This will reappoint Ralph Mann.

ON MOTION of Commissioner Highlander, seconded by Commissioner Mackey,
to adopt Resolution No. 825-3.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following
members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey,
"Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner
Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye,"
Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole,
"Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes –
0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
AUGUST 6, 2025**

LATE ITEM

**RESOLUTION NO. 825-12 A RESOLUTION AUTHORIZING THE HAMILTON
COUNTY ATTORNEY TO HIRE OUTSIDE COUNSEL.**

ON MOTION of Commissioner Baker, seconded by Commissioner Smith, to
adopt Resolution No. 825-12.

Attorney Varnell stated this resolution authorizes the Hamilton County Attorney to
hire outside counsel based on the matter that was discussed at the legal meeting.

There were no questions from the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following
members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey,
"Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner
Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye,"
Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole,
"Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes –
0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
AUGUST 6, 2025**

**RESOLUTION NO. 825-4 A RESOLUTION TO WAIVE THE PROCUREMENT RULES
AND AUTHORIZE THE COUNTY MAYOR TO TRANSFER ONE SURPLUS VEHICLE
TO HAMILTON COUNTY STARS RESCUE.**

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 825-4 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Smith, seconded by Commissioner Highlander, to adopt Resolution No. 825-4.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
AUGUST 6, 2025**

**RESOLUTION NO. 825-5 A RESOLUTION TO RELINQUISH HAMILTON COUNTY'S
INTEREST IN A 1995 FORD F450 CO-TITLED WITH SALE CREEK VOLUNTEER
FIRE DEPARTMENT.**

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 825-5 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Smith, seconded by Commissioner Baker, to adopt Resolution No. 825-5.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
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RESOLUTION NO. 825-6 A RESOLUTION RECOGNIZING THE ACCOMPLISHMENT OF THE CHATTANOOGA PREPARATORY SCHOOL SENTINELS IN WINNING THE 2024-2025 TENNESSEE SECONDARY SCHOOL ATHLETIC ASSOCIATION ("TSSAA") STATE BASKETBALL CHAMPIONSHIP AND AWARDED FUNDS FROM THE HAMILTON COUNTY SCHOOLS CHAMPIONS' FUND FOR THE PURCHASE OF CHAMPIONSHIP RINGS.

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 825-6 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Smith, seconded by Commissioner Highlander, to adopt Resolution No. 825-6.

Commissioner Beck stated he never gets tired of honoring young men who have the potential of becoming solid citizens for our future. He thanked Commissioner Mackey for bringing this Resolution forward.

Commissioner Mackey asked the new principal at Chattanooga Prep. Dr. Troy Kemp, to come forward to the podium. He stated Chattanooga Prep is hitting the reset button, and the leadership of this school is very critical.

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Troy Kemp stated he is the new CEO of Prep Public Schools. He noted he is over Chattanooga and Knoxville, with his focus on Chattanooga. He stated that when he received the call and the school was not going right, he felt it was his responsibility to step up in the city where he spent 27 years of his life. He noted they are trying to instill in these young men the importance of staying ready at all times, as motivation alone is insufficient. He stated the young men present today had to make sacrifices to become back-to-back champions. He also noted how proud he is of them as young men, and not just ball players. He stated he appreciates the opportunity to raise the level of things possible in the city via these young men.

In response to Commissioner Mackey's question, Dr. Kemp stated two things dictate the pace of play when it comes to schools. One, the bus schedule. Two, the lunch schedule. He noted Chattanooga Prep has grown due to demand, aims to serve more young men, and it offers a free option. He noted having a cafeteria at the school would make a massive difference for the young men who attend there.

Commissioner Mackey asked Coach Christian Collins and his team to join him at the podium.

Coach Collins thanked everyone for allowing the boys to be in attendance today. He noted this is the second year in a row they have been blessed to come before the commission and present two golden basketballs. He stated the golden basketballs

**HAMILTON COUNTY COMMISSION
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represent more than just basketball on the court. It represents the hard work, sacrifice, grit, and determination these young men have to overcome. He stated each young man present today has a GPA over 3.0. A round of applause was given.

Chattanooga Prep Basketball player Derek Robertson thanked the commission for allowing them to be recognized at today's meeting. He expressed appreciation for the commission recognizing their talents and the various accomplishments they have achieved over the past two seasons.

In response to Commissioner Mackey's question, Mr. Robertson stated that the students at Chatt Prep are taking the necessary steps to stay focused on their schoolwork.

Commissioner Mackey invited commissioners to be present at Chatt Prep when the students are there so they can see the way these young men carry themselves.

Mr. Kemp spoke about how powerful the young men are at Chatt Prep. He stated they do not realize their power, and that most of their power lies in their voice and the choices they make.

At this time, Mr. Kemp, Coach Collins, and the players shook hands with the Commissioners.

**HAMILTON COUNTY COMMISSION
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There were no questions from the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes – 0.

RESOLUTION NO. 825-7 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER IN AND EXECUTE A CONTRACT WITH CROY ENGINEERS, LLC FOR DESIGN SERVICES FOR THE EXTENSION OF EXISTING HILLTOP DRIVE TO VOLKSWAGEN DRIVE ADJACENT TO I-75 FOR AN AMOUNT NOT TO EXCEED \$1,535,620.00.

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 825-7 and stated the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
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ON MOTION of Commissioner Smith, seconded by Commissioner Baker, to adopt Resolution No. 825-7.

Commissioner Sharpe stated many individuals believe this should have been done a long time ago. He noted he is glad to see it moving forward.

In response to Commissioner Sharpe's question, Director of Development Services Nathan Janeway stated the final project cost should be somewhere between \$22 million and \$25 million. He noted due to its proximity to Enterprise South Industrial Park, the site would be eligible for a couple of state grants in the future. He stated part of the initiative involves completing the front-end engineering to ensure the project is shovel-ready as soon as we secure some of those types of funds.

Commissioner Graham spoke out of concern for a constituent in District 11 regarding the billboards in this area and the high cost of relocating them to a different location.

There were no questions from the audience.

**HAMILTON COUNTY COMMISSION
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AUGUST 6, 2025**

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

Commissioner Baker, “Aye,” Commissioner Beck, “Aye,” Commissioner Chauncey, “Aye,” Commissioner Graham, “Aye,” Commissioner Helton, “Aye,” Commissioner Highlander, “Aye,” Commissioner Mackey, “Aye,” Commissioner Sharpe, “Aye,” Commissioner Shipley, “Aye,” Commissioner Smith, “Aye,” and Chairman Eversole, “Aye.” Total present – 11. Total absent – 0. Total “Aye” votes – 11. Total “Nay” votes – 0.

RESOLUTION NO. 825-8 A RESOLUTION APPROVING THE PURCHASE OF ONE (1) 2024 PETERBILT 537 CENTENNIAL ASPHALT DISTRIBUTOR FROM POWER EQUIPMENT COMPANY FROM THE TENNESSEE STATEWIDE CONTRACT AMOUNTING TO \$334,104.72 FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 825-8 and stated the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
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ON MOTION of Commissioner Smith, seconded by Commissioner Baker, to adopt Resolution No. 825-8.

There were no questions from the Commissioners or the audience.

The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:
Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Mackey, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Total present – 11. Total absent – 0. Total "Aye" votes – 11. Total "Nay" votes – 0.

RESOLUTION NO. 825-9 A RESOLUTION TO ALLOCATE EXPENDITURES OF UP TO \$2,842,000 FROM PROCEEDS FROM THE 2024A BOND ISSUE TOWARD CERTAIN PUBLIC SAFETY PROJECTS AND INITIATIVES.

**HAMILTON COUNTY COMMISSION
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Commissioner Smith, Chairman of the Finance Committee, provided details regarding Resolution No. 825-9 and stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Smith, seconded by Commissioner Graham, to adopt Resolution No. 825-9.

Commissioner Shipley stated Mowbray Volunteer Fire Department received a donated, unequipped pumper from the City of Soddy Daisy's Fire Department and is requesting to use the funds differently than appropriated. There was no opposition from the Commission. A copy of MVFD's letter was attached to the resolution.

In response to Commissioner Sharpe's question, the Chief Operating Officer for the Mayor's Office, David Roddy, stated no concerns relative to a HIPAA compliance issue have been brought forward on any of the public safety projects.

Administrator of General Services Christy Cooper thanked the commissioners, Mayor Wamp, Chief Roddy, Chief Finance Officer Lee Brouner, and Assistant Financial Administrator Vonda Patrick for bringing this resolution forward.

There were no questions from the audience.

**HAMILTON COUNTY COMMISSION
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AUGUST 6, 2025**

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

Commissioner Baker, "Aye," Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Commissioner Mackey stepped away during the vote. Total present – 10. Total absent – 1. Total "Aye" votes – 10. Total "Nay" votes – 0.

RESOLUTION NO. 825-10 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A ' WAIVER OF RIGHT OF REVERSION AS TO SPECIFIC PROPERTY, IMPROVEMENTS, AND OWNER' DOCUMENT RELATIVE TO PROPERTY LOCATED AT 6121- B HERITAGE PARK DRIVE IN THE BONNY OAKS INDUSTRIAL AND OFFICE PARK.

Commissioner Helton, Chairman of the Building and Economic Committee, provided details regarding Resolution No. 825-10 and stated the Building and Economic Committee reviewed and recommended approval.

ON MOTION of Commissioner Helton, seconded by Commissioner Beck, to adopt Resolution No. 825-10.

**HAMILTON COUNTY COMMISSION
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AUGUST 6, 2025**

There were no questions from the Commissioners or the audience.

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

Commissioner Beck, "Aye," Commissioner Chauncey, "Aye," Commissioner Graham, "Aye," Commissioner Helton, "Aye," Commissioner Highlander, "Aye," Commissioner Sharpe, "Aye," Commissioner Shipley, "Aye," Commissioner Smith, "Aye," and Chairman Eversole, "Aye." Commissioner Baker and Commissioner Mackey stepped away during the vote. Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 825-11 A RESOLUTION TO APPROVE A HIGH-GROWTH JOBS AND INVESTMENT PROGRAM GRANT TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA FOR MASTER MACHINE.

Commissioner Helton, Chairman of the Building and Economic Committee, provided details regarding Resolution No. 825-11 and stated the Building and Economic Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
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AUGUST 6, 2025**

ON MOTION of Commissioner Helton, seconded by Commissioner Graham, to adopt Resolution No. 825-11.

There were no questions from the Commissioners or the audience.

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

ANNOUNCEMENTS

Chairman Eversole asked for announcements from members of the Commission.

Commissioner Shipley announced the Mowbray VFD appreciated the help through funds.

**HAMILTON COUNTY COMMISSION
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Commissioner Helton announced East Hamilton High School will have a grand opening for the new turf field on Friday at 5:00 PM. He invited everyone to come out and see how beautiful things are on Hurricane Hill.

Commissioner Graham welcomed all students back to school. He also spoke about a dangerous issue regarding the intersection at Cummins Road and Highway 11. He thanked Senator Todd Gardenhire for coming down with TDOT from Nashville to get the ball rolling on a solution.

Attorney Varnell announced the County Attorney's Office has officially moved back into the courthouse and welcomed commissioners to see the renovations that took place.

Chairman Eversole spoke about the clean-up day Best T Shephard had last weekend. He stated a lot of painting was done and commended the great staff they have. He also recognized teachers and what they do day in and day out to educate future generations and congratulated them on starting a new year.

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DELEGATIONS

Chairman Eversole asked for delegations on matters other than zoning.

Andrew Jones, residing at 607 Timber Ridge Drive, spoke about the Tennessee State Constitution, Article 23, and encouraged everyone to understand and recognize it fully. He expressed concern about trying to silence the audience because of the interrogations.

Monty Bell, a homeless journalist for the Grey Haired Foxx, spoke about education, fraud, racist racketeering, and corrupt white judge shopping hearings.

Woody Wester, residing at 1155 Ridgeway Avenue, spoke in opposition to the future proposed resolution advising the Planning Commission to change Plan Hamilton in favor of home builders. He stated classrooms are overcrowded, and building more expensive homes at a greater density is not acceptable.

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There being no further business, Chairman Eversole declared the meeting in recess until Wednesday, August 13th, 2025, at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ W.F.K.

Date

Clerk's Initials



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: July 10, 2025

Attached is a copy of the monthly Trustee's excess fee report for the month of June 2025.

WFK/jel

Cc: County Mayor Weston Wamp
County Auditor Chris McCollough
Chief Financial Officer Lee Brouner
Patricia Mitchell, Legislative Administrator

Hamilton County Trustee
Monthly Report of Fee and Commission Fund
FISCAL YEAR: 2025

Prepared: NL *gnw*

	Jun-25	YTD Jun-25
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	65,896.00
44201 - STATUTORY FEES 1%	322,416.50	3,748,466.72
44202 - STATUTORY FEES 2%	65,928.50	7,382,645.37
44203 - STATUTORY FEES OTHER	30.00	65,540.00
44204 - DELINQUENT TAX FEES	80,774.24	334,330.99
46112 - INTEREST	3,054.51	117,784.51
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	472,203.75	11,714,663.59
EXPENDITURES		
51001 - SALARIES	79,078.35	1,075,230.66
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPHLETS	-	-
53018 - CELLULAR & PAGER SERVICE	393.09	3,209.40
53037- SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	-	203.60
53044 - POSTAGE, FREIGHT AND OTHER	-	32,643.69
53045 - LEGAL NOTICES AND ADVERTISING	-	206.40
53047 - MEMBERSHIPS	275.00	497.00
53049 - PARKING	-	-
53050 - MISC PURCHASED SERVICE	-	549.00
53051 - CONTRACT LEGAL SERVICES	-	34.63
53059 - SECURITY SERVICES	1,478.26	21,587.16
53065 - BANK ANALYSIS FEE	4,340.93	102,618.81
54001 - OFFICE SUPPLIES & FORMS	-	14,103.84
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	69.90	938.99
54022 - SURVEILLANCE EQUIPMENT	-	-
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	500.00
57007 - PERFORMANCE & SURETY BONDS	-	50.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	10,389,449.03
58001 - RENT ON BUILDINGS	-	-
58002 - RENT ON OFFICE MACHINES	-	-
59021 - M&E COMPUTER HARDWARE	-	3,075.20
59022 - SOFTWARE AND SUPPLIES	-	12,487.60
59092 - MISC REFUNDS	-	-
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	(9,781.99)	9,066.78
ADJUSTMENTS	-	-
Total EXPENDITURES:	75,853.54	11,666,451.79
Revenues over (under) Expenditures	396,350.21	48,211.80
PY Accrual Adjustment	2,084.88	2,084.88
Excess Fees at Beginning of Period	788,340.00	1,136,478.41
Excess Fees at End of Period	1,186,775.09	1,186,775.09

Bill Hullander
Bill Hullander, Trustee
Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
sworn to before me this day, 7/9/2025
Susan L. Bedwell
Notary Public
My Commission Expires 7/12/2026



RECEIVED
Date 07-09-25
By *[Signature]*
W.F. (Bill) Knowles
County Clerk



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: July 10, 2025

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of June 2025.

WFK/jel

Cc: County Mayor Weston Wamp
County Auditor Chris McCollough
Chief Financial Officer Lee Brouner
Patricia Mitchell, Legislative Administrator

REPORT: TR2031

Date 07-09-25

By [Signature]

W.F. (Bill) Knowles
County Clerk

Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,900.00	0.00	0.00	2,900.00
11010	TRUSTEE CONCENTRATION	24,912,161.92	128,033,563.83	117,766,264.71	35,179,461.04
11020	CHILD CARE	257,272.53	186,273.30	262,793.16	180,752.67
11030	FOOD SERVICE DEPOSITORY	10,440,972.90	3,080,436.61	1,237,199.70	12,284,209.81
	Total Cash in Bank	<u>35,613,307.35</u>	<u>131,300,273.74</u>	<u>119,266,257.57</u>	<u>47,647,323.52</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	(386,788.05)	74,042,907.68	73,052,187.02	603,932.61
11050	BOE CASH RECEIPT SWEEP	0.00	56,440,951.79	56,440,951.79	0.00
	Total Bank Deposits in Transit	<u>(386,788.05)</u>	<u>130,483,859.47</u>	<u>129,493,138.81</u>	<u>603,932.61</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(2,348,460.44)	13,161,907.03	15,576,127.97	(4,762,681.38)
22202	FOOD SERVICE CHECK PAYABLE	(15,621.78)	431,223.34	430,615.19	(15,013.63)
22206	DOE A/P CHECK PAYABLE	(3,685,482.38)	22,406,804.87	19,886,950.79	(1,165,628.30)
22280	COUNTY PAYROLL CHECKS PAYABLE	(19,546.40)	7,110,584.88	7,114,452.03	(23,413.55)
22281	DOE PAYROLL CHECK PAYABLE	(257.05)	49,339,281.88	49,339,024.83	0.00
22285	DOE PAYROLL TAX PAYABLE	(0.00)	7,326,523.04	7,326,523.04	(0.00)
22286	DOE RETIREMENT PLANS	0.00	3,719,157.11	3,719,157.11	0.00
	Total Bank Outstanding Checks	<u>(6,069,368.05)</u>	<u>103,495,482.15</u>	<u>103,392,850.96</u>	<u>(5,966,736.86)</u>
	TOTAL CASH	<u>29,157,151.25</u>	<u>365,279,615.36</u>	<u>352,152,247.34</u>	<u>42,284,519.27</u>
Other Assets					
11402	DUE FROM BAD CHECKS	0.00	4,392.40	3,234.40	1,158.00
	Total Other Assets	<u>0.00</u>	<u>4,392.40</u>	<u>3,234.40</u>	<u>1,158.00</u>
	TOTAL ASSETS	<u>29,157,151.25</u>	<u>365,284,007.76</u>	<u>352,155,481.74</u>	<u>42,285,677.27</u>

Cash Held for Hamilton County Funds

Report: TR2031_Trustee Report_2008_04_18

User: LEWIS, NATASHA [Signature]

Page: 1

Date: 07/09/2025

Time: 10:29:25

[Signature]

Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22250	BOARD OF EDUCATION	(37,220,739.32)	56,808,529.38	46,619,170.79	(27,031,380.73)
22251	FOOD SERVICE	(10,425,351.12)	1,185,082.95	3,028,928.01	(12,269,196.18)
22255	BOE PAYROLL	(221,604.85)	9,435,330.25	9,234,012.43	(20,287.03)
22256	BOE SELF INSURANCE	(6,597,589.88)	11,217,021.16	12,450,869.04	(7,831,437.76)
22257	CAPITAL MAINTENANCE	(2,919,696.87)	489,131.10	9,699.54	(2,440,265.31)
22401	EXCESS FEES	(315,723.73)	411,478.89	388,562.85	(292,807.69)
22407	PAYROLL COUNTY	(1,295,669.95)	11,800,559.46	11,959,039.76	(1,454,150.25)
22408	STORMWATER	(2,066,356.46)	164,687.88	30,109.73	(1,931,778.31)
22409	DRUG COURT	1,222,125.93	125,798.41	48,240.57	1,299,683.77
22410	COUNTY GENERAL	(6,214,049.06)	54,416,723.72	48,445,914.95	(243,240.29)
22412	GENERAL DEBT SERVICE	(1,107.15)	4,393,712.09	4,394,631.35	(2,026.41)
22413	OPEB TRUST	(5,832.29)	0.00	20.90	(5,853.19)
22414	EMPLOYEES RETIREMENT	(59,829.26)	5,411.92	11.36	(54,428.70)
22415	TEACHERS RETIREMENT	(1,365.08)	300.00	298.00	(1,363.08)
22416	LAW LIBRARY	(498.55)	2,020.58	2,014.73	(492.70)
22418	ECONOMIC CRIMES	(502.36)	2,755.33	2,755.12	(502.15)
22419	GEN GOV'T BOND PROJECTS	5,240.56	18,500.00	23,329.31	411.25
22420	CAPITAL PROJECTS	5,790,144.62	806,240.67	6,606,214.99	(9,829.70)
22421	INDUSTRIAL DEVELOPMENT	(10,000.00)	147,767.34	147,767.34	(10,000.00)
22422	RIVERWALK/FISHING PIER	(10,000.00)	356.39	356.39	(10,000.00)
22423	RECREATION CAPITAL PROJECTS	148,026.52	1,084.26	6,008.72	143,102.06
22424	MAINTENANCE CAPITAL PROJECTS	(10,000.00)	50,026.95	50,026.95	(10,000.00)
22425	AMERICAN RESCUE PLAN ARPA	(2,500.00)	2,994,974.43	2,994,974.43	(2,500.00)
22426	SELF INSURANCE	(250,798.38)	7,945,730.18	8,288,661.38	(593,729.58)
22428	LIABILITY INSURANCE	(2,541.48)	316,765.06	316,724.84	(2,501.26)
22430	HOTEL/MOTEL	(1,683,642.39)	1,025,000.00	1,086,710.80	(1,745,353.19)
22434	JUVENILE COURT CLERK AGENCY	(1,070.43)	552,150.92	545,089.22	5,991.27
22436	BOND FUND-SERIES 2010B	(29,015.88)	1,012.33	0.00	(28,003.55)
22446	2020B BOND REFUNDING	0.00	865.65	865.65	0.00
22449	SCHOOL CAPITAL PROJECTS FUND	1,911.82	788,613.08	790,524.90	(0.00)
22450	FLEET LEASING PROGRAM	703,009.42	114,678.17	0.00	817,687.59

Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22461	CRIMINAL COURT	686,671.52	283,200.58	262,119.20	707,752.90
22462	CRIMINAL COURT SESSIONS	1,393,165.56	432,671.60	440,080.87	1,385,756.29
22463	DELINQUENT COLLECTIONS	(2,758,797.03)	36,927.80	83,636.87	(2,805,506.10)
22464	CIRCUIT COURT CLERK	(686,505.70)	334,475.60	372,260.69	(724,290.79)
22465	OPIOID REMEDIATION	(10,034.88)	399,504.43	349,453.04	40,016.51
22470	2013A BOND	(297.22)	297.22	0.00	0.00
22476	2018 BOND	(2,602.35)	2,606.93	4.58	(0.00)
22477	2020 BOND	(283,528.45)	258,976.30	331,545.18	(356,097.33)
22478	2021 BOND	(131,026.36)	2,371,489.88	5,208,917.75	(2,968,454.23)
22479	2024 BOND	(24,934,374.58)	26,463,756.17	1,573,977.39	(44,595.80)
22483	SHERIFF	(9,072.73)	11,945,149.83	11,862,065.42	74,011.68
22484	DRUG ENFORCEMENT-SHERIFF	201.12	10,093.44	10,772.17	(477.61)
22485	TN STATE SEX OFFENDER	(168,836.83)	271.00	3,760.63	(172,326.46)
22488	SHERIFF MENTAL HEALTH	753,129.97	10,689.58	27,640.73	736,178.82
22489	SHERIFF'S SPECIAL PROJECTS	(26,376.62)	922.81	0.00	(25,453.81)
22498	SYMPRO INVESTMENT POOL	59,599,068.48	39,062,886.97	81,812,660.92	16,849,294.53
Total Cash Held for Hamilton County Funds		(28,054,241.72)	246,836,228.69	259,810,429.49	(41,028,442.52)
Cash Held for Others					
22801	OVER/SHORT	(3,522.12)	0.00	0.24	(3,522.36)
23301	PROPERTY TAX SALE	47,416.20	0.00	0.00	47,416.20
23302	PARTIAL TAXES-PENDING PAYMENT	(91,999.80)	0.00	39,643.84	(131,643.64)
Total Cash Held for Others		(48,105.72)	0.00	39,644.08	(87,749.80)
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	1,589.36	2,251,091.68	2,251,103.09	1,577.95
22800	INTEREST PAYMENT FUTURE	0.00	108,038.26	108,038.26	0.00
Total Clearing Account Activity		1,589.36	2,359,129.94	2,359,141.35	1,577.95
Liabilities not Applicable					
22200	VENDOR-SYSTEM	0.00	16,297.24	16,297.24	0.00

Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22241	REVENUE REFUNDS	0.00	0.00	0.00	0.00
22320	PAYROLL CLEARING	0.00	0.00	0.00	0.00
Total Liabilities not Applicable					
		0.00	16,297.24	16,297.24	0.00
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	1,149,690.58	1,149,690.58	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	22,100.58	22,100.58	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		(0.00)	1,171,791.16	1,171,791.16	(0.00)

Key: 0001150 DEPARTMENT OF EDUCATION

22701	PROPERTY TAX	(0.00)	365,943.85	365,943.85	(0.00)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22703	IN LIEU OF TAX	0.00	29,540.49	29,540.49	0.00
22704	PERSONALTY TAX	(0.00)	34,364.88	34,364.88	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22709	IN LIEU OF - TVA	0.00	42,455.82	42,455.82	0.00
22711	PROPERTY TAX INTEREST	0.00	22,254.66	22,254.66	0.00
22712	OSAP TAX INTEREST	0.00	0.00	0.00	0.00
22713	IN LIEU OF TAX INTEREST	0.00	1,772.42	1,772.42	0.00
22714	PERSONALTY TAX INTEREST	0.00	1,559.64	1,559.64	0.00
22721	PROPERTY TAX REFUNDS	0.00	6,538.40	6,538.40	0.00
22722	OSAP TAX REFUND	0.00	0.00	0.00	0.00
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	2,149.31	2,149.31	0.00
22731	PROPERTY TAX INTEREST REUND	0.00	177.71	177.71	0.00
22732	OSAP INTEREST REFUND	0.00	0.00	0.00	0.00
22733	IN LIEU OF TAXES INTERE REFUND	0.00	0.00	0.00	0.00
22734	PERSONALTY TAX INTEREST REFUND	0.00	2.20	2.20	0.00

Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22799	COMM DUE ON TAX COLLECTED	(0.00)	9,780.48	9,780.48	(0.00)
Total					
		(0.00)	516,539.86	516,539.86	(0.00)
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION					
		(0.00)	516,539.86	516,539.86	(0.00)
Total Clearing Account Activity - County Funds					
		(0.00)	1,688,331.02	1,688,331.02	(0.00)
Cash Held for Municipalities					
Key: 0001010 CITY OF EAST RIDGE					
22701	PROPERTY TAX	(47,344.79)	47,344.79	94,804.48	(94,804.48)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(1,946.74)	1,946.74	660.57	(660.57)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX INTEREST	(2,081.18)	2,081.18	5,622.63	(5,622.63)
22714	PERSONALTY TAX INTEREST	(83.24)	83.24	35.84	(35.84)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22723	IN LIEU OF TAX REFUND	0.01	0.00	0.00	0.01
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX INTEREST REUND	0.00	0.00	0.00	0.00
22734	PERSONALTY TAX INTEREST REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(75,444.86)	75,444.86	85,727.61	(85,727.61)
22755	SANITATION	(17,719.10)	28,267.70	19,612.27	(9,063.67)
22756	SANITATION I & P	(762.69)	1,217.57	981.80	(526.92)
22758	TAX LIEN	(1,619.00)	1,619.00	1,719.00	(1,719.00)
22759	TAX LIEN INTEREST	(60.70)	60.70	103.12	(103.12)
22799	COMM DUE ON TAX COLLECTED	(121.54)	2,916.19	1,817.16	977.49
Total Cash Held for Municipalities					
		(147,183.83)	160,981.97	211,084.48	(197,286.34)
Total for Org Key: 0001010 CITY OF EAST RIDGE					
		(147,183.83)	160,981.97	211,084.48	(197,286.34)

Key: 0001020 RED BANK MUNICIPAL

Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22701	PROPERTY TAX	(21,276.41)	21,276.41	10,863.21	(10,863.21)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(330.89)	330.89	66.32	(66.32)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX INTEREST	(991.88)	991.88	651.17	(651.17)
22714	PERSONALTY TAX INTEREST	(14.94)	14.94	3.96	(3.96)
22721	PROPERTY TAX REFUNDS	147.57	0.00	147.57	0.00
22724	PERSONALTY TAX REFUND	5.01	0.00	5.01	0.00
22731	PROPERTY TAX INTEREST REUND	192.86	0.00	192.86	0.00
22734	PERSONALTY TAX INTEREST REFUND	0.24	0.00	0.24	0.00
22741	STORMWATER FEES	(2,590.10)	3,673.38	2,166.56	(1,083.28)
22742	STORMWATER FEES INTEREST	(112.35)	175.25	125.80	(62.90)
22751	HOTEL MOTEL OCCUPANCY TAX	(2,225.85)	2,225.85	2,119.89	(2,119.89)
22755	SANITATION	0.00	7,170.50	9,397.03	(2,226.53)
22756	SANITATION I & P	0.00	307.81	440.53	(132.72)
22799	COMM DUE ON TAX COLLECTED	494.66	275.83	506.13	264.36
Total		(26,702.08)	36,442.74	26,686.28	(16,945.62)
Total for Org Key: 0001020 RED BANK MUNICIPAL		(26,702.08)	36,442.74	26,686.28	(16,945.62)

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(21,747.25)	21,747.25	6,901.36	(6,901.36)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(2,781.97)	2,781.97	30.65	(30.65)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX INTEREST	(941.10)	941.10	335.79	(335.79)
22712	OSAP TAX INTEREST	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX INTEREST	(124.14)	124.14	1.84	(1.84)
22721	PROPERTY TAX REFUNDS	0.00	2,018.26	0.00	2,018.26
22724	PERSONALTY TAX REFUND	144.86	0.00	144.86	0.00



Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX INTEREST REUND	0.00	19.44	0.00	19.44
22734	PERSONALTY TAX INTEREST REFUND	6.51	0.00	6.51	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(1,823.45)	1,823.45	2,274.23	(2,274.23)
22799	COMM DUE ON TAX COLLECTED	527.08	127.38	527.09	127.37
Total		(26,739.46)	29,582.99	10,222.33	(7,378.80)
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		(26,739.46)	29,582.99	10,222.33	(7,378.80)

Key: 0001040 COLLEGEDALE MUNICIPAL

22701	PROPERTY TAX	(25,696.81)	25,696.81	9,114.87	(9,114.87)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(5,431.91)	5,431.91	162.49	(162.49)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX INTEREST	(1,124.33)	1,124.33	491.82	(491.82)
22712	OSAP TAX INTEREST	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX INTEREST	(2.55)	2.55	21.66	(21.66)
22721	PROPERTY TAX REFUNDS	3,864.92	586.29	3,864.92	586.29
22724	PERSONALTY TAX REFUND	352.64	0.00	352.64	0.00
22731	PROPERTY TAX INTEREST REUND	0.00	26.40	0.00	26.40
22734	PERSONALTY TAX INTEREST REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(14,334.57)	14,334.57	16,010.09	(16,010.09)
22799	COMM DUE ON TAX COLLECTED	704.11	343.66	704.11	343.66
Total		(41,668.50)	47,546.52	30,722.60	(24,844.58)
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		(41,668.50)	47,546.52	30,722.60	(24,844.58)

Key: 0001050 RIDGESIDE MUNICIPAL

22701	PROPERTY TAX	(1,261.61)	1,261.61	0.00	(0.00)
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Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	0.00	0.00	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX INTEREST	(56.70)	56.70	0.00	0.00
22714	PERSONALTY TAX INTEREST	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22734	PERSONALTY TAX INTEREST REFUND	0.00	0.00	0.00	0.00
22755	SANITATION	0.00	0.00	0.00	0.00
22756	SANITATION I & P	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	26.36	0.00	26.37	(0.01)
Total		(1,291.95)	1,318.31	26.37	(0.01)
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		(1,291.95)	1,318.31	26.37	(0.01)
Key: 0001060 LAKESITE					
22701	PROPERTY TAX	(586.84)	586.84	328.45	(328.45)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(3.11)	3.11	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX INTEREST	(26.40)	26.40	18.66	(18.66)
22714	PERSONALTY TAX INTEREST	(0.15)	0.15	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	12.35	6.94	12.33	6.96
Total		(604.15)	623.44	359.44	(340.15)
Total for Org Key: 0001060 LAKESITE		(604.15)	623.44	359.44	(340.15)

Key: 0001070 WALDEN MUNICIPAL

Hamilton County Trustee Report

For the Date Range: 06/01/2025 to 06/30/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22701	PROPERTY TAX	(4,871.62)	4,871.62	935.50	(935.50)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(1.59)	1.59	9.22	(9.22)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX INTEREST	(211.73)	211.73	48.12	(48.12)
22714	PERSONALTY TAX INTEREST	(0.06)	0.06	0.52	(0.52)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	9.57	0.00	9.57
22734	PERSONALTY TAX INTEREST REFUND	0.00	0.14	0.00	0.14
22799	COMM DUE ON TAX COLLECTED	27.62	19.67	101.70	(54.41)
Total					
Total for Org Key: 0001070 WALDEN MUNICIPAL		(5,057.38)	5,114.38	1,095.06	(1,038.06)
		(5,057.38)	5,114.38	1,095.06	(1,038.06)
Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(815,298.81)	859,037.86	976,293.94	(932,554.89)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	8,152.99	9,325.55	8,152.99	9,325.55
Total Key: 0001080 CITY OF CHATTANOOGA		(807,145.82)	868,363.41	984,446.93	(923,229.34)
Total for Org Key: 0001080 CITY OF CHATTANOOGA		(807,145.82)	868,363.41	984,446.93	(923,229.34)
TOTAL CASH HELD FOR MUNICIPALITIES					
		(1,056,393.17)	2,838,304.78	2,952,974.51	(1,171,062.90)
TOTAL LIABILITIES AND EQUITY					
		(29,157,151.25)	252,049,960.65	265,178,486.67	(42,285,677.27)
Total for Report:					
		0.00	617,333,968.41	617,333,968.41	0.00

POs Issued Between \$25,000 - \$50,000 Not Previously Approved by Commission			
7/1/2025 - 7/31/2025			
Req. Date	Vendor Name	PO Amount	
7/9/2025	JUST APPRAISED INCORPORATED	\$48,000.00	Assessor of Property, annual software subscription
7/10/2025	INSIGHT PUBLIC SECTOR	\$33,500.10	HCSO, Cisco Duo security software subscription & equipment
7/15/2025	JAKE MARSHALL SERVICE INC	\$29,672.00	Facilities Maintenance, BDC HVAC repairs
7/16/2025	ADVANCED ENERGY ENGINEERING AND DESIGN INC	\$27,000.00	Public Works, BDC Engineering design for BDC HVAC upgrade/repairs
7/23/2025	KIMLEY HORN AND ASSOCIATES INCOPORATED	\$29,900.00	Engineering, preliminary design/cost estimate for Ganns/Thrasher Pike roundabout
7/24/2025	POWER DMS	\$27,066.53	HCSO, policy, compliance management, and training subscription
7/25/2025	DESKPRO INCORPORATED	\$26,315.00	HCSO, helpdesk and ticketing software license, implementation, and training



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: August 7, 2025

Attached is a copy of the monthly Trustee's excess fee report for the month of July 2025.

WFK/jel

Cc: County Mayor Weston Wamp
County Auditor Chris McCollough
Chief Financial Officer Lee Brouner
Patricia Mitchell, Legislative Administrator

Hamilton County Trustee
Monthly Report of Fee and Commission Fund
FISCAL YEAR: 2026

Prepared: NL

	Jul-25	YTD Jul-25
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	-
44201 - STATUTORY FEES 1%	280,851.53	280,851.53
44202 - STATUTORY FEES 2%	41,121.39	41,121.39
44203 - STATUTORY FEES OTHER	30.00	30.00
44204 - DELINQUENT TAX FEES	-	-
46112 - INTEREST	4,465.73	4,465.73
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	326,468.65	326,468.65
EXPENDITURES		
51001 - SALARIES	79,925.43	79,925.43
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPHLETS	-	-
53018 - CELLULAR & PAGER SERVICE	196.80	196.80
53037 - SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	27.30	27.30
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	-	-
53047 - MEMBERSHIPS	210.00	210.00
53049 - PARKING	-	-
53050 - MISC PURCHASED SERVICE	-	-
53051 - CONTRACT LEGAL SERVICES	-	-
53059 - SECURITY SERVICES	1,486.09	1,486.09
53065 - BANK ANALYSIS FEE	4,413.87	4,413.87
54001 - OFFICE SUPPLIES & FORMS	-	-
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	69.90	69.90
54022 - SURVEILLANCE EQUIPMENT	-	-
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	-
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	63.47	63.47
58001 - RENT ON BUILDINGS	-	-
58002 - RENT ON OFFICE MACHINES	-	-
59021 - M&E COMPUTER HARDWARE	-	-
59022 - SOFTWARE AND SUPPLIES	-	-
59092 - MISC REFUNDS	-	-
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	10,220.60	10,220.60
ADJUSTMENTS	-	-
Total EXPENDITURES:	96,613.46	96,613.46
Revenues over (under) Expenditures	229,855.19	229,855.19
PY Accrual Adjustment	2,084.88	2,084.88
Excess Fees at Beginning of Period	1,190,186.83	1,190,186.83
Excess Fees at End of Period	1,422,126.90	1,422,126.90

By Bill Hullander, Delinquent Tax Attorney
Bill Hullander, Trustee
Hamilton County, Tennessee

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

Notary Public
My Commission Expires _____

RECEIVED
Date 08-07-2025
By W.F. (Bill) Knowles
W.F. (Bill) Knowles
County Clerk



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

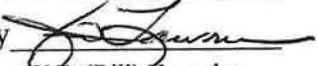
DATE: August 7, 2025

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of July 2025.

WFK/jel

Cc: County Mayor Weston Wamp
County Auditor Chris McCollough
Chief Financial Officer Lee Brouner
Patricia Mitchell, Legislative Administrator

RECEIVED
Date 08-07-2025

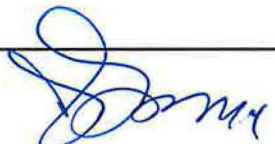
By 
W.F. (Bill) Knowles
County Clerk

Hamilton County
Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,900.00	0.00	0.00	2,900.00
11010	TRUSTEE CONCENTRATION	35,179,461.04	141,996,876.57	138,419,734.88	38,756,602.73
11020	CHILD CARE	180,752.67	200,699.31	183,590.10	197,861.88
11030	FOOD SERVICE DEPOSITORY	12,284,209.81	1,889,642.65	319,132.45	13,854,720.01
	Total Cash in Bank	<u>47,647,323.52</u>	<u>144,087,218.53</u>	<u>138,922,457.43</u>	<u>52,812,084.62</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	603,932.61	101,897,282.42	103,085,884.72	(584,669.69)
11050	BOE CASH RECEIPT SWEEP	0.00	44,347,256.72	44,347,256.72	0.00
	Total Bank Deposits in Transit	<u>603,932.61</u>	<u>146,244,539.14</u>	<u>147,433,141.44</u>	<u>(584,669.69)</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(4,762,681.38)	16,870,402.49	14,516,159.29	(2,408,438.18)
22202	FOOD SERVICE CHECK PAYABLE	(15,013.63)	98,040.18	110,040.98	(27,014.43)
22206	DOE A/P CHECK PAYABLE	(1,165,628.30)	21,235,998.28	22,129,290.25	(2,058,920.27)
22280	COUNTY PAYROLL CHECKS PAYABLE	(23,413.55)	7,749,890.52	7,745,805.13	(19,328.16)
22281	DOE PAYROLL CHECK PAYABLE	0.00	41,759,998.95	41,759,998.95	0.00
22285	DOE PAYROLL TAX PAYABLE	0.00	6,587,049.98	6,586,651.97	398.01
22286	DOE RETIREMENT PLANS	0.00	3,823,956.61	3,823,956.61	0.00
	Total Bank Outstanding Checks	<u>(5,966,736.86)</u>	<u>98,125,337.01</u>	<u>96,671,903.18</u>	<u>(4,513,303.03)</u>
	TOTAL CASH	<u>42,284,519.27</u>	<u>388,457,094.68</u>	<u>383,027,502.05</u>	<u>47,714,111.90</u>
Other Assets					
11402	DUE FROM BAD CHECKS	1,158.00	1,547.00	2,705.00	0.00
	Total Other Assets	<u>1,158.00</u>	<u>1,547.00</u>	<u>2,705.00</u>	<u>0.00</u>
	TOTAL ASSETS	<u>42,285,677.27</u>	<u>388,458,641.68</u>	<u>383,030,207.05</u>	<u>47,714,111.90</u>

Other Assets


Delingant Tax Attorney

Hamilton County Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
11404	DUE FROM AGENCY FUND	1,938.70	0.00	0.00	1,938.70
	Total Other Assets	1,938.70	0.00	0.00	1,938.70
	TOTAL ASSETS	42,287,615.97	388,458,641.68	383,030,207.05	47,716,050.60
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(27,031,380.73)	47,503,347.97	35,825,189.92	(15,353,222.68)
22251	FOOD SERVICE	(12,269,196.18)	362,039.46	1,892,566.00	(13,799,722.72)
22255	BOE PAYROLL	(20,287.03)	8,384,888.67	8,387,167.65	(22,566.01)
22256	BOE SELF INSURANCE	(7,831,437.76)	15,641,973.58	8,392,809.89	(582,274.07)
22257	CAPITAL MAINTENANCE	(2,440,265.31)	1,171,140.84	136,279.20	(1,405,403.67)
22401	EXCESS FEES	(294,849.89)	500,351.65	438,210.12	(232,708.36)
22407	PAYROLL COUNTY	(1,454,150.25)	12,772,677.60	12,791,071.71	(1,472,544.36)
22408	STORMWATER	(1,874,612.61)	204,837.59	9,792.41	(1,679,567.43)
22409	DRUG COURT	1,299,683.77	84,534.92	48,308.93	1,335,909.76
22410	COUNTY GENERAL	(243,240.29)	47,845,795.62	48,300,874.51	(698,319.18)
22412	GENERAL DEBT SERVICE	(2,026.41)	1,185,326.27	1,186,300.35	(3,000.49)
22413	OPEB TRUST	(5,853.19)	0.00	20.97	(5,874.16)
22414	EMPLOYEES RETIREMENT	(54,428.70)	5,411.92	0.00	(49,016.78)
22415	TEACHERS RETIREMENT	(1,363.08)	300.00	0.00	(1,063.08)
22416	LAW LIBRARY	(492.70)	3,627.24	4,126.69	(992.15)
22418	ECONOMIC CRIMES	(502.15)	415.98	919.25	(1,005.42)
22419	GEN GOV'T BOND PROJECTS	411.25	121,842.02	0.00	122,253.27
22420	CAPITAL PROJECTS	(9,829.70)	706,740.55	716,556.66	(19,645.81)
22421	INDUSTRIAL DEVELOPMENT	(10,000.00)	10,602.92	20,602.92	(20,000.00)
22422	RIVERWALK/FISHING PIER	(10,000.00)	0.00	0.00	(10,000.00)
22423	RECREATION CAPITAL PROJECTS	143,102.06	0.00	0.00	143,102.06
22424	MAINTENANCE CAPITAL PROJECTS	(10,000.00)	19,896.27	29,896.27	(20,000.00)
22425	AMERICAN RESCUE PLAN ARPA	(2,500.00)	746,196.13	748,696.13	(5,000.00)
22426	SELF INSURANCE	(2,065,365.23)	7,715,605.99	7,974,211.60	(2,323,970.84)
22428	LIABILITY INSURANCE	(2,501.26)	169,866.27	172,407.09	(5,042.08)

Hamilton County Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22430	HOTEL/MOTEL	(1,745,323.79)	825,000.00	1,169,080.00	(2,089,403.79)
22434	JUVENILE COURT CLERK AGENCY	39,510.16	449,586.27	450,241.44	38,854.99
22436	BOND FUND-SERIES 2010B	(28,003.55)	0.00	0.00	(28,003.55)
22449	SCHOOL CAPITAL PROJECTS FUND	0.00	520,101.11	0.00	520,101.11
22450	FLEET LEASING PROGRAM	817,687.59	114,110.03	817,687.59	114,110.03
22461	CRIMINAL COURT	707,752.90	263,480.22	290,599.05	680,634.07
22462	CRIMINAL COURT SESSIONS	1,385,756.29	423,079.94	456,289.31	1,352,546.92
22463	DELINQUENT COLLECTIONS	(2,805,506.10)	35,899.59	52,554.50	(2,822,161.01)
22464	CIRCUIT COURT CLERK	(660,992.77)	309,687.51	355,148.24	(706,453.50)
22465	OPIOID REMEDIATION	40,016.51	24,560.68	34,429.62	30,147.57
22477	2020 BOND	(356,097.33)	0.00	1,276.02	(357,373.35)
22478	2021 BOND	(2,968,454.23)	97,370.02	10,476.71	(2,881,560.92)
22479	2024 BOND	(44,595.80)	16,561,449.25	30,048,592.23	(13,531,738.78)
22483	SHERIFF	1,391,664.72	9,170,746.19	9,179,776.77	1,382,634.14
22484	DRUG ENFORCEMENT-SHERIFF	(477.61)	21,940.94	22,441.10	(977.77)
22485	TN STATE SEX OFFENDER	(172,326.46)	1,062.00	2,418.75	(173,683.21)
22488	SHERIFF MENTAL HEALTH	736,178.82	1,276.82	311.39	737,144.25
22489	SHERIFF'S SPECIAL PROJECTS	(25,453.81)	0.00	230.12	(25,683.93)
22498	SYMPRO INVESTMENT POOL	16,849,294.53	53,601,828.52	62,942,692.32	7,508,430.73
Total Cash Held for Hamilton County Funds		(41,030,455.32)	227,578,598.55	232,910,253.43	(46,362,110.20)
Cash Held for Others					
22801	OVER/SHORT	(3,522.36)	0.00	0.00	(3,522.36)
23301	PROPERTY TAX SALE	47,416.20	0.00	47,416.20	0.00
23302	PARTIAL TAXES-PENDING PAYMENT	(131,643.64)	1,088.00	35,751.17	(166,306.81)
Total Cash Held for Others		(87,749.80)	1,088.00	83,167.37	(169,829.17)
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	1,577.95	1,199,333.08	1,201,271.78	(360.75)
22800	INTEREST PAYMENT FUTURE	0.00	97,737.01	97,737.01	0.00

Hamilton County Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
	Total Clearing Account Activity	<u>1,577.95</u>	<u>1,297,070.09</u>	<u>1,299,008.79</u>	<u>(360.75)</u>
Liabilities not Applicable					
22200	VENDOR-SYSTEM	0.00	21,253.40	21,253.40	0.00
	Total Liabilities not Applicable	<u>0.00</u>	<u>21,253.40</u>	<u>21,253.40</u>	<u>0.00</u>
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	0.00	1,602,842.69	1,602,842.69	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	1,188,171.29	1,188,171.29	0.00
	Total for Org Key: 0001130 COUNTY OCCUPANCY TAX	<u>0.00</u>	<u>2,791,013.98</u>	<u>2,791,013.98</u>	<u>(0.00)</u>
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	0.00	464,132.87	464,132.87	0.00
22702	OSAP TAX	0.00	4.99	4.99	0.00
22704	PERSONALTY TAX	0.00	52,101.82	52,101.82	0.00
22709	IN LIEU OF - TVA	0.00	42,455.82	42,455.82	0.00
22711	PROPERTY TAX INTEREST	0.00	21,313.71	21,313.71	0.00
22712	OSAP TAX INTEREST	0.00	0.23	0.23	0.00
22714	PERSONALTY TAX INTEREST	0.00	2,200.34	2,200.34	0.00
22721	PROPERTY TAX REFUNDS	0.00	2,474.64	2,474.64	0.00
22723	IN LIEU OF TAX REFUND	0.00	184,729.49	184,729.49	0.00
22724	PERSONALTY TAX REFUND	0.00	3,755.34	3,755.34	0.00
22731	PROPERTY TAX INTEREST REUND	0.00	116.22	116.22	0.00
22734	PERSONALTY TAX INTEREST REFUND	0.00	1.45	1.45	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	7,822.65	7,822.65	0.00
	Total	<u>0.00</u>	<u>781,109.57</u>	<u>781,109.57</u>	<u>(0.00)</u>
	Total for Org Key: 0001150 DEPARTMENT OF EDUCATION	<u>0.00</u>	<u>781,109.57</u>	<u>781,109.57</u>	<u>(0.00)</u>

Hamilton County Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total Clearing Account Activity - County Funds		0.00	3,572,123.55	3,572,123.55	(0.00)
Cash Held for Municipalities					
Key: 0001010 CITY OF EAST RIDGE					
22701	PROPERTY TAX	(94,804.48)	94,804.48	20,590.58	(20,590.58)
22704	PERSONALTY TAX	(660.57)	660.57	133.93	(133.93)
22711	PROPERTY TAX INTEREST	(5,622.63)	5,622.63	1,488.65	(1,488.65)
22714	PERSONALTY TAX INTEREST	(35.84)	35.84	9.99	(9.99)
22723	IN LIEU OF TAX REFUND	0.01	0.00	0.00	0.01
22731	PROPERTY TAX INTEREST REUND	0.00	7.46	0.00	7.46
22751	HOTEL MOTEL OCCUPANCY TAX	(85,727.61)	85,727.61	90,969.06	(90,969.06)
22755	SANITATION	(9,063.67)	9,063.67	6,638.96	(6,638.96)
22756	SANITATION I & P	(526.92)	526.92	477.21	(477.21)
22758	TAX LIEN	(1,719.00)	1,719.00	884.00	(884.00)
22759	TAX LIEN INTEREST	(103.12)	103.12	66.30	(66.30)
22799	COMM DUE ON TAX COLLECTED	977.49	1,373.01	2,916.19	(565.69)
Total Cash Held for Municipalities		(197,286.34)	199,644.31	124,174.87	(121,816.90)
Total for Org Key: 0001010 CITY OF EAST RIDGE		(197,286.34)	199,644.31	124,174.87	(121,816.90)
Key: 0001020 RED BANK MUNICIPAL					
22701	PROPERTY TAX	(10,863.21)	10,863.21	11,073.88	(11,073.88)
22704	PERSONALTY TAX	(66.32)	66.32	7.77	(7.77)
22711	PROPERTY TAX INTEREST	(651.17)	651.17	807.45	(807.45)
22714	PERSONALTY TAX INTEREST	(3.96)	3.96	0.60	(0.60)
22741	STORMWATER FEES	(1,083.28)	1,083.28	980.00	(980.00)
22742	STORMWATER FEES INTEREST	(62.90)	62.90	72.45	(72.45)
22751	HOTEL MOTEL OCCUPANCY TAX	(2,119.89)	2,119.89	1,607.83	(1,607.83)
22755	SANITATION	(2,226.53)	2,226.53	3,429.69	(3,429.69)
22756	SANITATION I & P	(132.72)	132.72	254.35	(254.35)

Hamilton County Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22799	COMM DUE ON TAX COLLECTED	264.36	264.40	264.36	264.40
Total		(16,945.62)	17,474.38	18,498.38	(17,969.62)
Total for Org Key: 0001020 RED BANK MUNICIPAL		(16,945.62)	17,474.38	18,498.38	(17,969.62)

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(6,901.36)	6,901.36	13,601.38	(13,601.38)
22704	PERSONALTY TAX	(30.65)	30.65	0.00	0.00
22711	PROPERTY TAX INTEREST	(335.79)	335.79	979.27	(979.27)
22714	PERSONALTY TAX INTEREST	(1.84)	1.84	0.00	0.00
22721	PROPERTY TAX REFUNDS	2,018.26	727.32	2,018.26	727.32
22731	PROPERTY TAX INTEREST REUND	19.44	54.55	19.44	54.55
22751	HOTEL MOTEL OCCUPANCY TAX	(2,274.23)	2,274.23	3,070.83	(3,070.83)
22799	COMM DUE ON TAX COLLECTED	127.37	306.69	127.38	306.68
Total		(7,378.80)	10,632.43	19,816.56	(16,562.93)
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		(7,378.80)	10,632.43	19,816.56	(16,562.93)

Key: 0001040 COLLEGEDALE MUNICIPAL

22701	PROPERTY TAX	(9,114.87)	9,114.87	3,712.01	(3,712.01)
22704	PERSONALTY TAX	(162.49)	162.49	2,883.12	(2,883.12)
22711	PROPERTY TAX INTEREST	(491.82)	491.82	278.44	(278.44)
22714	PERSONALTY TAX INTEREST	(21.66)	21.66	0.00	0.00
22721	PROPERTY TAX REFUNDS	586.29	0.00	586.29	0.00
22731	PROPERTY TAX INTEREST REUND	26.40	0.00	26.40	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(16,010.09)	16,010.09	15,028.80	(15,028.80)
22799	COMM DUE ON TAX COLLECTED	343.66	287.76	343.66	287.76
Total		(24,844.58)	26,088.69	22,858.72	(21,614.61)

Hamilton County Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		(24,844.58)	26,088.69	22,858.72	(21,614.61)
Key: 0001050 RIDGESIDE MUNICIPAL					
22799	COMM DUE ON TAX COLLECTED	(0.01)	0.00	0.00	(0.01)
	Total	(0.01)	0.00	0.00	(0.01)
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		(0.01)	0.00	0.00	(0.01)
Key: 0001060 LAKESITE					
22701	PROPERTY TAX	(328.45)	328.45	15.00	(15.00)
22711	PROPERTY TAX INTEREST	(18.66)	18.66	1.15	(1.15)
22799	COMM DUE ON TAX COLLECTED	6.96	0.32	6.94	0.34
	Total	(340.15)	347.43	23.09	(15.81)
Total for Org Key: 0001060 LAKESITE		(340.15)	347.43	23.09	(15.81)
Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(935.50)	935.50	723.64	(723.64)
22704	PERSONALTY TAX	(9.22)	9.22	28.61	(28.61)
22711	PROPERTY TAX INTEREST	(48.12)	48.12	54.25	(54.25)
22714	PERSONALTY TAX INTEREST	(0.52)	0.52	7.67	(7.67)
22724	PERSONALTY TAX REFUND	9.57	0.00	9.57	0.00
22734	PERSONALTY TAX INTEREST REFUND	0.14	0.00	0.14	0.00
22799	COMM DUE ON TAX COLLECTED	19.69	90.38	93.77	16.30
	Total	(963.96)	1,083.74	917.65	(797.87)
Total for Org Key: 0001070 WALDEN MUNICIPAL		(963.96)	1,083.74	917.65	(797.87)

Key: 0001080 CITY OF CHATTANOOGA

Hamilton County Trustee Report

For the Date Range: 07/01/2025 to 07/31/2025

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22751	HOTEL MOTEL OCCUPANCY TAX	(932,554.89)	957,996.80	1,040,565.88	(1,015,123.97)
22799	COMM DUE ON TAX COLLECTED	9,325.55	10,151.24	9,325.55	10,151.24
Total Key: 0001080 CITY OF CHATTANOOGA		<u>(923,229.34)</u>	<u>968,148.04</u>	<u>1,049,891.43</u>	<u>(1,004,972.73)</u>
Total for Org Key: 0001080 CITY OF CHATTANOOGA		<u>(923,229.34)</u>	<u>968,148.04</u>	<u>1,049,891.43</u>	<u>(1,004,972.73)</u>
TOTAL CASH HELD FOR MUNICIPALITIES		<u>(1,170,988.80)</u>	<u>4,795,542.57</u>	<u>4,808,304.25</u>	<u>(1,183,750.48)</u>
TOTAL LIABILITIES AND EQUITY		<u>(42,285,677.27)</u>	<u>233,693,552.61</u>	<u>239,121,987.24</u>	<u>(47,714,111.90)</u>
Total for Report:		<u>0.00</u>	<u>622,152,194.29</u>	<u>622,152,194.29</u>	<u>(0.00)</u>



Hamilton County Board of Commissioners

RESOLUTION

No. 825-13

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

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

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** have given approved bonds for the office of Notary Public and have taken the oath of office; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“OATHS OF DEPUTY SHERIFFS”** have taken the oath of office.

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

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants therefore; and
2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefore are approved as taken; and
3. That the persons named on the listing labeled **“OATHS OF DEPUTY SHERIFFS”** are accepted and the oaths therefore are approved as taken; and
4. That each such person named on the listings hereinabove mentioned (which listings are attached hereto and incorporated herein by reference) is hereby

deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025
Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025

NAME	RESIDENCE	BUSINESS
Jacob R. Anderson	1021 Hurst St. Chattanooga, TN 37412 423-779-8499	First Horizon Bank 4430 Hwy. 58 Chattanooga, TN 37416 423-954-2550
Moriah Anderson	1945 Plantation Dr. SE Cleveland, TN 37323 423-244-1354	Krystal 307 Cherokee Blvd. Chattanooga, TN 37405 423-777-1793
Amanda Birch	4111 Outpost Way Chattanooga, TN 37409 480-721-6128	Civil Industries 911 Rough Rider Rdg. South Pittsburg, TN 37380 602-740-8769
A. Blair	218 Woodbine Dr. Benton, TN 37307 423-774-3330	TVFCU 6020 Relocation Way Ooltewah, TN 37363 423-634-3600
Belinda J. Bowman	1405 Montlake Rd. Soddy Daisy, TN 37379 423-883-4104	Chattanooga Housing Authority 801 N. Holtzclaw Ave. Chattanooga, TN 37404 423-752-4819
Caitlyn Brackett	331 Maple Way Ringgold, GA 30736 762-395-9607	Eron Epstein Law Firm 713 Cherry St. Chattanooga, TN 37402 423-267-1512
Kellie J. Bridgeman	7313 Midfield Dr. Chattanooga, TN 37421 423-314-4629	TDOT 7512 Volkswagen Dr. Chattanooga, TN 37416 423-892-3430
Angela Brown	917 Mtn Creek Rd., #4 Chattanooga, TN 37405 423-802-5682	Warehouse Insurance Network 5438 Hixson Pike Hixson, TN 37343 423-842-7811
John R. Buhrman	336 Pine Ridge Rd. Chattanooga, TN 37405 423-595-6855	Buhrman Law Firm 345 Frazier Ave., Ste. 210 Chattanooga, TN 37405 423-266-5691
Lacey Carroll	155 Shirley Ln. Flintstone, GA 30725 423-432-8602	CBL Properties 2030 Hamilton Place Blvd., Ste. 500 Chattanooga, TN 37421 423-855-0001

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025

NAME	RESIDENCE	BUSINESS
Michaela Causey	8834 Silver Maple Dr. Ooltewah, TN 37363 863-370-6770	TVFCU 535 Chestnut St. Chattanooga, TN 37422 423-634-3600
Nichole Chambers	906 Hogan Rd. Rossville, GA 30741 423-838-4743	The UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Kelly S. Chipman	6906 Phyllis Ln. Chattanooga, TN 37421 423-304-4197	PFLC 4604 Hal Dr. Chattanooga, TN 37416 423-855-8790
Lori Clemmons	3306 Adkins Rd. Chattanooga, TN 37419 423-637-6989	N/A N/A N/A N/A
Mike Collier	2112 Collins Ln. Soddy Daisy, TN 37379 423-298-7617	TVA 1101 Market St. Chattanooga, TN 37402 423-414-8795
Ericka Y. Colvin	605 W. 47th St. Chattanooga, TN 37410 423-255-7172	First Horizon Bank 701 Market St., Ste. 320 Chattanooga, TN 37402 423-757-4720
Jennifer E. Crum	209 Peace St. Chattanooga, TN 37415 336-583-9462	Chattanooga Professional Baseball 201 Power Alley Chattanooga, TN 37402 423-267-2208
Alexis Crutchfield	6104 Sagefield Dr. Harrison, TN 37341 423-991-1044	Wilson & Wilson 6148 Lee Hwy., Ste. 115 Chattanooga, TN 37421 423-899-4424
Briyana C. Dunn	1664 Greendale Way, #231 Hixson, TN 37343 423-255-3229	The Auto Club Group 2396 Lifestyle Way, Ste. 102 Chattanooga, TN 37421 423-417-3719
Linda France	1721 Sequoyah Access Rd. Soddy Daisy, TN 37379 423-774-6022	ATN Hoelzel 7801 Lee Hwy. Chattanooga, TN 37421 423-244-0291

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025

NAME	RESIDENCE	BUSINESS
Blossom Fugh	4604 Tarpon Trl. Chattanooga, TN 37416 423-933-5146	N/A N/A N/A N/A
Casey Galanti	516 Canyon Edge Ln. Hixson, TN 37343 615-579-2810	Mosaic CFO 711 Signal Mtn Rd., Ste. 240 Chattanooga, TN 37405 423-414-4722
Christopher M. Gant	802 Barton Ave. Chattanooga, TN 37405 404-723-0184	Litchford, Pearee & Associates 5726 Marlin Rd., Ste. 511 Chattanooga, TN 37411 423-529-5290
Kendall Graham	1854 Coffee Tree Ln. Soddy Daisy, TN 37379 423-994-4253	Mattingly Law Office 544 E. Main St. Chattanooga, TN 37408 423-521-1987
Ann Marie Greever	3211 Social Cir. Chattanooga, TN 37415 423-645-3662	The Lupton Company 201 W. Main St., Ste. 205 Chattanooga, TN 37408 423-756-0611
Briana Griffith	975 Cardinal Ln. NW Cleveland, TN 37312 423-715-2098	Pandora's European Motorsports 5337 Ringgold Rd. Chattanooga, TN 37412 423-468-4104
Mandy Hayes	2211 Fawn Dr. Dalton, GA 30720 706-217-8593	Springdale Title 6221 Shallowford Rd., Ste. 104 Chattanooga, TN 37421 423-275-6206
Allyson Hefner	70 Nikki Ln. Paris, TN 38242 731-363-7752	Patrick, Beard, Schulman & Jacoway 537 Market St., Ste. 300 Chattanooga, TN 37402 423-756-7117
Kim Hickey	9445 Shadow Point Cir. Chattanooga, TN 37421 423-544-9546	Chattanooga VA 6401 Shallowford Rd. Chattanooga, TN 37421 423-893-6500
Valerie Honeycutt	591 Nature Trl. Soddy Daisy, TN 37379 423-385-0458	1st Franklin Financial 890 Battlefield Pkwy. Ft. Oglethorpe, GA 30742 706-866-5557

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025**

NAME	RESIDENCE	BUSINESS
Amy Hughes	1101 Taylor Broome Rd. Chickamauga, GA 30707 423-242-8271	Hamilton County Clerk 625 Georgia Ave., Ste. 201 Chattanooga, TN 37402 423-209-6500
Shelly D. Ikerd	379 Double S Rd. Dayton, TN 37321 423-432-3098	Warehouse Insurance Network 5438 Hixson Pike Hixson, TN 37343 423-842-7508
Erika Jones	434 Pembroke Ln. Chattanooga, TN 37421 423-381-4314	The Self Care Corner 5751 Uptain Rd., Ste. 509 Chattanooga, TN 37411 423-760-6441
Janae Jones	7310 Standifer Gap Rd., #203 Chattanooga, TN 37421 919-273-1231	Twin Peaks 500 Camp Jordan Pkwy. Chattanooga, TN 37412 423-771-7068
Roshonda M. Jones	7310 Standifer Gap Rd., #203 Chattanooga, TN 37421 919-273-5961	N/A N/A N/A N/A
Ciera Kania	8892 James Creek Dr. Ooltewah, TN 37363 703-939-1452	Integrity Warranty 8855 Production Ln., Ste. 106 Ooltewah, TN 37363 877-483-6659
Mina Kashani	10334 Magnolia Farm Dr. Apison, TN 37302 615-618-1043	Astec 1725 Shepherd Rd. Chattanooga, TN 37421 423-867-4210
Terri Ann Keeble	1124 Constitution Dr. Chattanooga, TN 37405 423-994-2138	ELD Associates 832 Georgia Ave., Ste. 400 Chattanooga, TN 37402 423-756-5213
Rhonda S. Kelley	1510 Springvale Rd. Chattanooga, TN 37412 423-605-8176	Bass Pro Shop 1000 Bass Pro Dr. Chattanooga, TN 37412 423-242-4000
Lee Knox	10604 Card Rd. Soddy Daisy, TN 37379 423-667-2045	Gallery Investigations 10604 Card Rd. Soddy Daisy, TN 37379 423-713-1666

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025**

NAME	RESIDENCE	BUSINESS
Ashley M. Lain	1304 Lynnhaven Cir. Hixson, TN 37343 423-827-6378	First Horizon Bank 4430 Hwy. 58 Chattanooga, TN 37416 423-954-2550
Kendal A. Lamarand	421 Sweet Birch Dr. Rossville, GA 30741 734-649-3243	Wally's Restaurant 1600 McCallie Ave. Chattanooga, TN 37404 423-698-4643
Robert D. Lawson, Jr.	2042 Galahad Rd. Chattanooga, TN 37421 423-316-2273	N/A N/A N/A N/A
Nikko Lilomaiaava	3018 Reflection Ln. Ooltewah, TN 37363 650-430-2048	N/A N/A N/A N/A
Natasha Long	6583 Hickory Meadow Dr. Chattanooga, TN 37421 423-315-8473	Hamilton County WWT 1250 Market St., Ste. 3050 Chattanooga, TN 37402 423-209-7842
Hayden Longley	5173 Hwy. 95 Rock Spring, GA 30739 423-463-6036	Attorney Brian A. Caldwell 511 Georgia Ave. Chattanooga, TN 37403 423-756-1250
E. Lopez-Castro	6574 E. Brainerd Rd., #1807 Chattanooga, TN 37421 865-386-1674	N/A N/A N/A N/A
Tommie Sue Lovelace	1651 Lisa Lynn Dr. Hixson, TN 37343 423-580-7681	Wagner & Weeks 701 Market St., Ste. 310 Chattanooga, TN 37402 423-266-8816
Charity Martin	4412 St. Elmo Ave. Chattanooga, TN 37409 423-331-0372	The Group Real Estate Brokerage 2646 Broad St. Chattanooga, TN 37408 423-531-9000
Kendra Masterson	6426 Olde Ferry Lndg. Harrison, TN 37341 423-313-0120	Mike Collins & Assoc. 6048 Century Oaks Dr. Chattanooga, TN 37416 423-892-8899

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025

NAME	RESIDENCE	BUSINESS
Samantha N. Mayo	1763 Hunt Rd., SE Cleveland, TN 37323 423-310-8928	Millennium Bank 8045 East Brainerd Rd. Chattanooga, TN 37421 423-238-8319
Samuel A. McCahill	519 N. Bragg Ave. Lookout Mtn, TN 37350 865-567-9691	Black Creek Club 4700 Cummings Cove Dr. Chattanooga, TN 37419 423-822-2582
Todd C. McCain	1416 Winding Way Chattanooga, TN 37405 423-605-6361	Cumberland Title & Guaranty 200 E. 8th St. Chattanooga, TN 37402 423-643-4001
Charlie McCauley	718 Maryland Cir. Chattanooga, TN 37412 678-258-0123	Volvo Cars of Chattanooga 603 International Dr. Chattanooga, TN 37421 423-394-1503
Renee K. Mills	144 Ridgelake Cir. Ft. Oglethorpe, GA 30742 423-827-3480	The UPS Store 2700 Broad St., Ste. 136 Chattanooga, TN 37408 423-602-7767
Nicolle Molinaro	6018 Ridgeview Cir. Hixson, TN 37343 423-414-1689	Center for Endodontics 6101 Shallowford Rd., Ste. 101 Chattanooga, TN 37421 423-894-8942
Steve F. Nichols	958 Charlotte Ave. Chattanooga, TN 37421 423-243-6254	Decor 1601 5819 Lee Hwy. Chattanooga, TN 37421 423-803-1601
Reece Nixon	4125 Finch Ln. Chattanooga, TN 37419 423-802-0404	Nixon Motor Company 3307 Ringgold Rd. Chattanooga, TN 37412 423-643-2399
Teresa Faye Oliver	4109 N. Ter. Chattanooga, TN 37411 423-715-4583	Service Electric Co. 1631 E. 25th St. Chattanooga, TN 37404 423-715-4583
Amy Osborne	2526 St. Lucie Ct. Chattanooga, TN 37421 404-906-2866	Tom Bible Law 6918 Shallowford Rd. Chattanooga, TN 37421 423-874-6628

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025**

NAME	RESIDENCE	BUSINESS
Bernard Pang	716 W. 12th St., #475 Chattanooga, TN 37402 678-849-8225	JM Adjustment 16600 18 Mile Rd. Clinton Township, MI 48038 586-739-1200
Sharon A. Parham	7816 Lasata Ct. Harrison, TN 37341 423-598-6055	Intersign Corporation 2156 Amnicola Hwy. Chattanooga, TN 37406 423-698-3085
Jamie S. Paris	1 Orlando Dr. Chattanooga, TN 37415 423-314-1019	Pinnacle Financial Partners 801 Broad St. Chattanooga, TN 37402 423-386-2405
Cheryl L. Perry	1400 Marrick Dr. Soddy Daisy, TN 37379 423-619-5688	Scenic Community C/U 4503 Hixson Pk. Hixson, TN 37343 423-875-6955
Katherine H. Peterson	1103 Mississippi Ave., #1 Chattanooga, TN 37405 423-304-5643	N/A N/A N/A N/A
Joy M. Pierce	8913 Bramlett Rd. Harrison, TN 37341 423-313-3815	N/A N/A N/A N/A
Rachel Pryor	6726 Jordan Run Rd. Chattanooga, TN 37412 865-679-9369	Brainerd Baptist Church 300 Brookfield Ave. Chattanooga, TN 37411 423-624-2606
Kathleen Ramsey	9100 Bill Reed Rd. Ooltewah, TN 37363 423-506-6124	Chuck Yarbrough 6415 Hixson Pike, Ste. 9 Hixson, TN 37343 423-842-3700
Sally W. Reid	912 Chestnut Wood Ln. Chattanooga, TN 37421 423-508-5366	Hamilton County Gov't 625 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-209-6600
Johnathan Rhoades	2484 Shiloh Ln. Chattanooga, TN 37421 716-378-5605	Truist Bank 6 Cherokee Blvd. Chattanooga, TN 37405 423-242-1750

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025

NAME	RESIDENCE	BUSINESS
Tamlyn S. Richmond	2704 Stellatta Cove NW Cleveland, TN 37312 423-331-4987	Vogue Tower Partners 430 Chestnut St., Ste. 101-B Chattanooga, TN 37402 423-331-4987
Angela Ripper	467 Keller Rd. Rossville, GA 30741 423-503-2245	Parkridge Hospital 941 Spring Creek Rd. Chattanooga, TN 37421 423-499-2071
Leah Ritter	6818 Buck Trail Dr. Harrison, TN 37341 404-902-1953	Resolutions Law Firm 5617 Hwy 153, Ste. 201 Hixson, TN 37343 423-648-7865
Leslie Rodriguez	601 Bradley St. Lafayette, GA 30728 303-803-0409	Abbott, Weiss & Faith 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-265-8804
Linetta Ross	P.O. Box 5991 Chattanooga, TN 37406 865-388-4261	Croy Engineering 1270 Market St. Chattanooga, TN 37402 423-708-5858
Russell Martin Sapp	88 Circle Dr. Rossville, GA 30741 423-771-5684	Interior Care 624 W. Bell Ave. Chattanooga, TN 37405 423-267-5025
Wanda Sear	825 Belvoir Hills Dr. Chattanooga, TN 37412 423-443-2480	Liberty National Life 825 Belvoir Hills Dr. Chattanooga, TN 37412 423-443-2480
Rhiannon Seiger	159 Tinker Bell Cir. Flintstone, GA 30725 423-779-6468	TLC Law Office 2115 Stein Dr., Ste. 215 Chattanooga, TN 37421 423-719-8020
Jamie Shirley	1709 Bagwell Ave. Hixson, TN 37343 423-704-4995	Pacific Properties 1115 Townehills Dr. Hixson, TN 37343 423-870-4898
Gary Snodgrass	705 Oak Crest Ln. Hixson, TN 37343 423-414-1293	Novonix Anode Materials 1029 W. 19th St. Chattanooga, TN 37408 423-558-6897

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025**

NAME	RESIDENCE	BUSINESS
Julia Standridge	234 County Rd. 545 Englewood, TN 37329 423-572-1177	Novonix Anode Materials 1029 W. 19th St. Chattanooga, TN 37408 423-558-1384
Kimberlyn S. Tatum	10926 Meadowview Rd. Georgetown, TN 37336 423-344-3453	ELD Associates 832 Georgia Ave., Ste. 400 Chattanooga, TN 37402 423-756-5213
Joe Vesselles	2335 Rivendell Ln. Chattanooga, TN 37421 423-305-0453	Hamilton County Clerk 625 Georgia Ave., Ste. 101 Chattanooga, TN 37402 423-209-6537
Melanie L. Vinyard	312 Kerry Ln. Soddy Daisy, TN 37379 423-240-5399	Sequoyah Animal Hospital 222 Sequoyah Rd. Soddy Daisy, TN 37379 423-332-0979
Susan Walker	374 Southern Dr. Ringgold, GA 30736 706-260-5105	Warehouse Insurance Network 5438 Hixson Pike Hixson, TN 37343 423-842-7811
Deana M. Wallace	88 Biltford Ave. Rossville, GA 30741 423-203-9187	ATAX 4314 Ringgold Rd. Chattanooga, TN 37412 423-777-8995
Jillian Webb	1506 Castleberry Ave. Chattanooga, TN 37412 423-227-6373	Notre Dame High School 2701 Vermont Ave. Chattanooga, TN 37404 423-624-4618
Karla A. Welch	98 Santeelah St. Chattanooga, TN 37415 423-637-9265	Pandora's European Motorsports 5337 Ringgold Rd. Chattanooga, TN 37412 423-468-4104
Ashley Westmoreland	8476 Old Cleveland Pk. Ooltewah, TN 37363 423-355-9445	Smartbank 5319 Hwy. 153 Hixson, TN 37343 423-385-3024
Catherine M. White	1016 Dallas Rd., #203 Chattanooga, TN 37405 423-280-0943	Self Employed 1016 Dallas Rd., #203 Chattanooga, TN 37405 423-267-9904

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 20, 2025**

NAME	RESIDENCE	BUSINESS
Hilary Williams	2909 Curtis St. Chattanooga, TN 37406 423-558-9330	N/A N/A N/A N/A
Nicole Williams	4313 Tennessee Ave., #B Chattanooga, TN 37409 423-331-1169	AAA The Auto Club Group 2396 Lifestyle Way Chattanooga, TN 37421 423-417-3721

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
AUGUST 20, 2025**

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Jordan Barlew	June 10, 2025	July 16, 2025
Kathy Chastain	June 10, 2025	July 16, 2025
Christina D. Garrett	June 25, 2025	July 16, 2025
Christi Jackson	June 25, 2025	July 16, 2025
Kristy Lovett	June 25, 2025	July 16, 2025
Mary R. Phillips	March 19, 2025	July 16, 2025
Vera Pustovit	June 3, 2025	July 16, 2025
Sadie Rodgers	June 25, 2025	July 16, 2025
Cherie Wilson	June 25, 2025	July 16, 2025
Bailey Ackerson	June 3, 2025	July 17, 2025
Sherryl L. Appleberry	June 10, 2025	July 17, 2025
Jason F. Brown	June 25, 2025	July 17, 2025
Rachel Cox	January 22, 2025	July 17, 2025
Brandee Croft	July 2, 2025	July 17, 2025
Margaret M. Grier	July 2, 2025	July 17, 2025
Kate Holmun-Owen	June 10, 2025	July 17, 2025
Kori Moore	June 10, 2025	July 17, 2025
Janet Pinkney	June 25, 2025	July 17, 2025
Meagan Shinn	June 3, 2025	July 17, 2025
Amanda M. Smith	June 10, 2025	July 17, 2025
Christy Stover	June 25, 2025	July 17, 2025
A M Coterel	June 3, 2025	July 18, 2025
Deirdre K. Hamill	June 3, 2025	July 18, 2025
Pam Hanshaw	May 7, 2025	July 18, 2025
Katie Honeycutt	June 3, 2025	July 18, 2025
Connie Lynn Hutchison	June 3, 2025	July 18, 2025
J. Jones	June 3, 2025	July 18, 2025
India Martin	June 25, 2025	July 18, 2025
Carlos Pielago	July 2, 2025	July 18, 2025

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
AUGUST 20, 2025**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Ryan Scofield	July 2, 2025	July 18, 2025
Katie Spitali	July 2, 2025	July 18, 2025
Michelle J. Hall	June 3, 2025	July 21, 2025
Velisha Hambrick	June 3, 2025	July 21, 2025
Walter L. Hambrick, Jr.	June 3, 2025	July 21, 2025
Sandra Lee Horsman	June 25, 2025	July 21, 2025
William D. Parsons	July 2, 2025	July 21, 2025
Angela M. Saunders	July 2, 2025	July 21, 2025
Lisa Anderson	July 2, 2025	July 22, 2025
Courtney Davis	July 2, 2025	July 22, 2025
Cori Elswick	June 3, 2025	July 22, 2025
Lori A. Fuchs	July 2, 2025	July 22, 2025
Claudia Rodriguez Mandujano	April 24, 2025	July 22, 2025
Angela C. Morgan	June 25, 2025	July 22, 2025
Vanessa Parras	June 10, 2025	July 22, 2025
Monta Phinizey	April 24, 2025	July 22, 2025
James D. Purple, Sr.	June 25, 2025	July 22, 2025
V. Wyatt	May 7, 2025	July 22, 2025
Yvonne M. Brewster	June 10, 2025	July 23, 2025
Tammy Cross	June 3, 2025	July 23, 2025
Brenda G. Domer	June 3, 2025	July 23, 2025
Xiuming Jin	July 2, 2025	July 23, 2025
Danielle Robinson Marchand	June 3, 2025	July 23, 2025
Kristen Parent	June 25, 2025	July 23, 2025
Susan E. Price	June 25, 2025	July 23, 2025
Lauren M. Shadrick	June 25, 2025	July 23, 2025
Hannah Stokes	July 2, 2025	July 23, 2025
Gloria Thompson	June 3, 2025	July 23, 2025
Sherri Watson	March 22, 2025	July 23, 2025
Amy G. Wright	June 25, 2025	July 23, 2025
Sarah Carden	March 6, 2025	July 24, 2025
Berkley Congdon	June 10, 2025	July 24, 2025
Jon K. Denver	July 2, 2025	July 24, 2025
Hannah Murrell	June 25, 2025	July 24, 2025

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
AUGUST 20, 2025**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Gina Wolfe-Driver	June 25, 2025	July 24, 2025
Rachel Hodges	June 3, 2025	July 25, 2025
Colby Kaluzniak	June 10, 2025	July 25, 2025
Nancy G. Lishefski	June 25, 2025	July 25, 2025
Shawna McCoy	June 10, 2025	July 25, 2025
Michelle Orr	June 25, 2025	July 25, 2025
Raigh L. Reid	July 2, 2025	July 25, 2025
Lisa Rollins	June 25, 2025	July 25, 2025
Jennifer A. Morrison	June 10, 2025	July 28, 2025
Yeraldin Avendano Tenorio	June 3, 2025	July 28, 2025
Tyniaqua Holloway	July 16, 2025	July 29, 2025
Lisa D. Lamb	July 2, 2025	July 29, 2025
Noah Yoshida	June 10, 2025	July 29, 2025
Carol J. Bain	June 25, 2025	July 30, 2025
Paula Buzzard	July 16, 2025	July 30, 2025
Jamie L. Edwards	June 10, 2025	July 30, 2025
Ryan Evans	July 2, 2025	July 30, 2025
Charlie-Len Goss	July 2, 2025	July 30, 2025
Chris Harper	June 10, 2025	July 30, 2025
Jill B. Rodriguez	June 25, 2025	July 30, 2025
Stephanie Tiller	June 25, 2025	July 30, 2025
Huey Dale Hammers Jr.	July 2, 2025	July 31, 2025
Stacy P. Howard	July 2, 2025	July 31, 2025
Freddy Hyde	June 25, 2025	July 31, 2025
Brenna McDaniel	April 24, 2025	July 31, 2025
S. Chase Smith	July 16, 2025	July 31, 2025
Olivia Branam	June 25, 2025	August 1, 2025
Marcy Gardner	July 2, 2025	August 1, 2025
Alisha Lass	July 16, 2025	August 1, 2025
Kelly Talley	July 16, 2025	August 1, 2025
John Thurston	July 16, 2025	August 1, 2025
B. White	June 3, 2025	August 1, 2025
Denyce L. Carlock	June 10, 2025	August 4, 2025
Maria De Pilar Dagtekin	June 25, 2025	August 4, 2025

**REPORT FROM THE OFFICE OF THE COUNTY CLERK TO THE
HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
AUGUST 20, 2025**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Taala Issa	July 16, 2025	August 4, 2025
Lydia T. Murphy	July 16, 2025	August 4, 2025
Margaret Smith	July 16, 2025	August 4, 2025
Isaiah Summey	July 16, 2025	August 4, 2025
Jennifer Freed	July 16, 2025	August 5, 2025
Hilary Valence	July 16, 2025	August 5, 2025
Corey G. Whitaker	June 10, 2025	August 5, 2025

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
AUGUST 20, 2025**

The individuals listed below have been duly appointed Deputy Sheriff for Hamilton County, Tennessee by Sheriff Austin Garrett. The persons were qualified as prescribed by law and were administered the oath of office on the date indicated below:

<u>NAME</u>	<u>DATE OF OATH</u>
Morgan Mashaun Cantrell	August 6, 2025
Zachary Daniel Dennison	August 6, 2025
Brandon Ross Goins	August 6, 2025
Steven Isaiah Lewis	August 6, 2025
Jessica Renee Morgan	August 6, 2025
Cameron Anthony Powroznik	August 6, 2025

STATE OF TENNESSEE } ss.
Hamilton County

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

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

Sworn to and subscribed before me this

6th day of August, 2025.

W. F. Knowles

By Carl Bamber

}

M. Cantrell
Morgan Mashaun Cantrell

STATE OF TENNESSEE } ss.
Hamilton County }

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

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

Sworn to and subscribed before me this

6th day of August, 2025.

W. F. Knowles

By CA Bambolan


Zachary Daniel Dennison

STATE OF TENNESSEE } ss.
Hamilton County

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


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

Sworn to and subscribed before me this

6th day of August, 2025.

W.F. Knowles

By Heather Ray


} **Brandon Ross Goins**

STATE OF TENNESSEE } ss.
Hamilton County

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

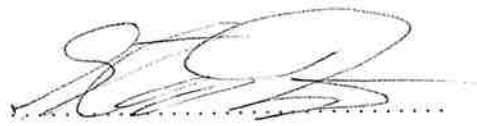
I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further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

Sworn to and subscribed before me this

6th day of August, 2025.

W.F. Knowles

By Heather Ray



Steven Isaiah Lewis

STATE OF TENNESSEE } ss.
Hamilton County

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

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

Sworn to and subscribed before me this

6th day of August, 2025.

W. F. Knowles

By C. A. Bankston


Jessica Renee Morgan

STATE OF TENNESSEE } ss.
Hamilton County

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

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

Sworn to and subscribed before me this

6th day of August, 2025.

W.F. Knowles

By Heather Ray



Cameron Anthony Powroznik



Hamilton County Board of Commissioners

RESOLUTION

No. 825-14

**A RESOLUTION TO APPOINT TWO (2) MEMBERS TO THE HAMILTON COUNTY
EMPLOYEE APPEALS BOARD FOR A TWO (2) YEAR TERM BEGINNING AUGUST
20, 2025 AND ENDING AUGUST 20, 2027**

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

WHEREAS, Commissioners representing Districts 4, 5, and 6 have appointed Bruce O'Neal and Kenneth Simpson for said term.

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

That Bruce O'Neal and Kenneth Simpson is hereby appointed to the Hamilton County Employee Appeals Board for a term beginning August 20, 2025 and ending August 20, 2027.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date

Bruce G. O'Neal

Autobiography

July 14, 2025

My name is Bruce G. O'Neal. I was born and raised in Chattanooga, Tennessee. I am one of seven children born to John Henry and Christine O'Neal. My Parents were entrepreneurs where they owned and operated three businesses in the 3rd Street area during my childhood in Chattanooga, Tennessee.

I completed High School at Chattanooga Central High School. I earned a four-year scholarship to Grambling State University due to my academic and athletic ability. I studied Business Administration and minored in Computer Science. I completed my education at the University of Tennessee at Chattanooga.

I went to work for State Farm Insurance Company on July 31, 1977, and retired August 15, 2013. I held numerous positions during my 36 years tenure with State Farm. The positions held are as follows:

Senior Claim Representative – I determined cause and origin of losses afterwards determining an accurate claim value.

Arson Specialist – I was responsible of investigating suspicious losses, working with internal resources and external entities (Law Enforcement and Legal) to determine whether policy coverage was applicable.

Liability Claim Specialist – I investigated Section II Liability Losses to determine liability exposure and settle claims accordingly.

I went to work for the State Farm Catastrophe Claim Services Division (Corporate) in June of 1986. While working for State Farm Corporate I held the positions of Senior Claims Representative, Catastrophe Claims Re-inspector (Responsible for assuring accurate claim handling, procedural integrity and risk management), Catastrophe Trainer (Responsible for training claim representatives in all aspects of claim handling and assisting in the development of all tools utilized in said process, i. e, Xactware development alpha and beta testing to delivery as well as other electronic media used in the claim handling process) and Corporate Trainer where I taught in Claim Representative and Trainer Academies.

I earned my Associates in Management (AIM) and Associates, Customer Service (ASC) designations through the Life Office Management Association (LOMA) while working at State Farm.

I also worked for UTC's Campus Police Agency from 1982 to 1984.

I served as Commissioner Warren Mackey's Campaign Manager for two election cycles.

I served as Kisha Cheeks' Campaign Manager when she ran for Circuit Court Judge in 2024.

I have previously served on the Hamilton County Health and Safety Hearing Board for approximately 2 ½ years. I'm presently serving a term with the HCHSHB now.

I also served on the Hamilton County Sheriff Civil Review Board for approximately 3 years.

My Personal Information:

Address: 6324 Laramie Cir. Chattanooga, Tn 37421

Phone Number: 423-544-6621

Email address: bonea1@epbfi.com

KENNETH L. SIMPSON

Kenneth L. Simpson is a dedicated community leader and accomplished businessman based in Chattanooga, Tennessee, known for his unwavering commitment to public service and community development. He currently resides at 506 Blue Jay Rd., where he continues to strive for the betterment of his community. Kenneth and L'Tonya have been married for 23 years and they have 9 children and 16 grandchildren.

****Objective****

With a strong vision for community engagement, Kenneth aspires to be the change agent for all people with clear and dedicated goals. He aims to collaborate with elected officials to enhance and expand community services that directly benefit the citizens of Chattanooga and Hamilton County.

****Education****

Kenneth obtained his Bachelor of Science in Business Management from Belhaven University. This educational background laid the foundation for his successful career in management and community service.

****Professional Experience****

Kenneth has been the CEO and Owner of TriState Transportation Group, LLC, since November 2018. In this role, he manages the daily operations of a non-emergency transportation service, overseeing hiring, budgeting, compliance with regulations, and driver safety training, among other responsibilities.

. In addition to his business ventures, Kenneth has served as a Pastor at the First Missionary Baptist Church in Bridgeport, Alabama, since August 2016. Here, he provides administrative oversight, manages finances, and plays a vital role in spiritual counseling and community engagement.

From May 2017 to December 2021, Kenneth was the Executive Director of Front Porch Alliance, where he was responsible for strategic planning, fundraising, and community outreach, ensuring effective governance and program administration.

Previously, Kenneth held various positions within the City of Chattanooga Parks and Recreation department, including Administrative Manager, Facility Manager, and Recreation Specialist, where he made significant contributions to community programming and facility management from 1987 to 2017.

****Accomplishments****

Kenneth has received numerous accolades for his contributions to the community, including the Southeast Tennessee Council of Youth Advocate of the Year in 2010, the NAACP Humanitarian of the Year Award, and the Hamilton County Commissioners Father of the Year Award. In 2008, he was honored as an American Red Cross Hometown Hero and has been involved in initiatives such as establishing the RBI program with Major League Baseball. His dedication to community service is further exemplified by recognitions like the Chattanooga Housing Authority Award of the Year in 1994 and a nomination for Man of the Year by St. Paul AME Church in 2004.

****Conclusion****

Kenneth L. Simpson's extensive experience in community leadership, strategic planning, and business management demonstrates his commitment to enhancing the quality of life in Chattanooga. Through his varied roles, he has established himself as a vital figure in local development efforts, with a focus on creating a brighter future for the community he serves.

Ksimpson@tristatetransgroup.com

4233553021



Hamilton County Board of Commissioners

RESOLUTION

No. 825-15

A RESOLUTION REAPPOINTING ONE (1) COMMISSIONER TO THE HAMILTON COUNTY AGRICULTURAL EXTENSION COMMITTEE, FOR A TERMS BEGINNING AUGUST 20, 2025, AND ENDING AUGUST 20, 2027.

WHEREAS, T.C.A. § 49-50-104 provides for the creation of the Hamilton County Agricultural Extension Committee to be composed of seven (7) members, three (3) of whom are to be elected from the membership of the county legislative body; and two (2) farm men and two (2) farm women elected by the county legislative body; and

WHEREAS, the terms of office for said Committee appointees were initially established to be two (2) years, with no member serving for more than three (3) consecutive terms; and

WHEREAS, two (2) members representing the county legislative body, one (1) farm man and (1) farm woman are to be elected in even number years, and the other members are to be elected in odd number years; and

WHEREAS, it is now the further desire of this county legislative body to reappoint Commissioner David Sharpe to said Committee for a two (2) year term, commencing August 20, 2025, and ending on August 20, 2027.

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

That Hamilton County Commissioner David Sharpe be reappointed to serve on the Hamilton County Agricultural Extension Committee for terms beginning August 20, 2025, and ending August 20, 2027.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025
Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-16

A RESOLUTION MAKING AN APPROPRIATION TO RED BANK ELEMENTARY SCHOOL IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO AND IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT SIX.

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

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

WHEREAS, Commissioner Chip Baker has expressed a desire to allocate one thousand dollars (\$1,000.00) from General Fund travel discretionary monies to Red Bank Elementary School to assist with programming; and

WHEREAS, Commissioner David Sharpe has expressed a desire to allocate one thousand dollars (\$1,000.00) from General Fund travel discretionary monies to Red Bank Elementary School to assist with programming; and

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

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

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

That a total of two thousand dollars (\$2,000.00) from General Fund travel discretionary monies be appropriated to Red Bank Elementary School to assist with programming.

**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

August 20, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-17

A RESOLUTION MAKING AN APPROPRIATION TO SODDY DAISY FOOD BANK IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT ONE.

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

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

WHEREAS, Commissioner Gene-O Shipley has expressed a desire to allocate one thousand dollars (\$1,000.00) from General Fund travel discretionary monies to Soddy Daisy Food Bank to assist with operational expenses; and

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

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

That one thousand dollars (\$1,000.00) from General Fund travel discretionary monies be appropriated to Soddy Daisy Food Bank to assist with operational expenses.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.
2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

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

August 20, 2025
Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG -6 2012

SODDY DAISY FOOD BANK INC
PO BOX 1468
SODDY DAISY, TN 37384

Employer Identification Number:
45-4722601
DLN:
17053139317002
Contact Person:
REGINA M PARKER ID# 31274
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 19, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

SODDY DAISY FOOD BANK INC

Sincerely,

A handwritten signature in dark ink, appearing to read "Holly O. Paz". The signature is written in a cursive, slightly slanted style.

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Form 990

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2024

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.Open to Public
Inspection

A For the 2024 calendar year, or tax year beginning and ending		
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization SODDY DAISY FOOD BANK INC. Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite P O BOX 1468 City or town, state or province, country, and ZIP or foreign postal code SODDY DAISY, TN 37384 F Name and address of principal officer: ALAN GRAHAM 255 DEPOT STREET, SODDY DAISY, TN 37379	D Employer identification number 45-4722601 E Telephone number 4237603489 G Gross receipts \$ 852,988. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)() (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: N/A		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 2002 M State of legal domicile: TN

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: ALL VOLUNTEER ORGANIZATION FOCUSED ON GATHERING AND SHARING FOOD WITH FAMILIES AND INDIVIDUALS
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.
	3 Number of voting members of the governing body (Part VI, line 1a) 15
	4 Number of independent voting members of the governing body (Part VI, line 1b) 12
	5 Total number of individuals employed in calendar year 2024 (Part V, line 2a) 0
	6 Total number of volunteers (estimate if necessary) 55
	7a Total unrelated business revenue from Part VIII, column (C), line 12 0.
7b Net unrelated business taxable income from Form 990-T, Part I, line 11 0.	
Revenue	8 Contributions and grants (Part VIII, line 1h) 846,198.
	9 Program service revenue (Part VIII, line 2g) 0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 6,355.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 9,459.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 852,553.
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 782,396.
	14 Benefits paid to or for members (Part IX, column (A), line 4) 0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 0.
Expenses	16a Professional fundraising fees (Part IX, column (A), line 11e) 0.
	b Total fundraising expenses (Part IX, column (D), line 25) 0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 55,192.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 837,588.
	19 Revenue less expenses. Subtract line 18 from line 12 14,965.
Net Assets or Fund Balances	20 Total assets (Part X, line 16) 430,153.
	21 Total liabilities (Part X, line 26) 42,062.
	22 Net assets or fund balances. Subtract line 21 from line 20 388,091.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer MIKE ANDERSON, TREASURER		Date	
	Type or print name and title			
Paid Preparer Use Only	Preparer's name KIM HUSKEY, CPA	Preparer's signature	Date 02/18/25	Check <input type="checkbox"/> self-employed PTIN P00958962
	Firm's name HENDERSON HUTCHERSON & MCCULLOUGH PLLC	Firm's EIN 62-1114363		
	Firm's address 1200 MARKET STREET CHATTANOOGA, TN 37402	Phone no. (423) 756-7771		

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

LHA For Paperwork Reduction Act Notice, see the separate instructions.

432001 12-10-24

Form 990 (2024)

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐**1** Briefly describe the organization's mission:

ALL VOLUNTEER ORGANIZATION FOCUSED ON GATHERING AND SHARING FOOD WITH FAMILIES AND INDIVIDUALS IN NEED. WE ARE COMMITTED TO THE PREMISE THAT ALL PERSONS HAVE A RIGHT TO ADEQUATE NUTRITION.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **810,014.** including grants of \$ **776,116.**) (Revenue \$)
DISTRIBUTED OVER 374,000 POUNDS OF FOOD TO NEEDY FAMILIES IN THE NORTH HAMILTON COUNTY SERVICE AREA, VALUED AT MORE THAN \$723,000. ALSO DISTRIBUTED, BUT NOT INCLUDED IN THE 374,000 POUNDS, IS AN ADDITIONAL \$3,917 OF PURCHASED FOOD AND \$10,475 OF FOOD OBTAINED VIA DONATED GIFT CARDS (NOT VALUED PER POUND).

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **810,014.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	X	
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
24b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
25b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
28a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
28b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
28c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in noncash contributions? If "Yes," complete Schedule M	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
35b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
1b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
1c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	0	
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		X
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?		
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		X
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		X
17 Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	15	
b Enter the number of voting members included on line 1a, above, who are independent	12	
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6 Did the organization have members or stockholders?		X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body?	X	
b Each committee with authority to act on behalf of the governing body?	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13		X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done		
13 Did the organization have a written whistleblower policy?		X
14 Did the organization have a written document retention and destruction policy?		X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official		X
b Other officers or key employees of the organization		X
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **TN**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records
MIKE ANDERSON - 423-760-3489
255 DEPOT STREET, SODDY DAISY, TN 37379

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."

- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.

- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JERRY HAYNES DIRECTOR	0.00	X						0.	0.	0.
(2) SANDRA HUBBS DISTRIBUTION MANAGER	0.00	X						0.	0.	0.
(3) MISSY S MCDONALD COMMUNITY SUPPORT COORDINA	0.00	X						0.	0.	0.
(4) CLYDE R WOODALL DIRECTOR OF OPERATIONS	0.00	X						0.	0.	0.
(5) ROGER D GRAHAM SPECIAL PROJECTS	0.00	X						0.	0.	0.
(6) JEANNE FERRERE VOLUNTEER COORDINATOR	0.00	X						0.	0.	0.
(7) CHARLES E ELLIOT DIRECTOR	0.00	X						0.	0.	0.
(8) CARL MCLAUGHLIN DIRECTOR	0.00	X						0.	0.	0.
(9) ROGER COULTER DIRECTOR	0.00	X						0.	0.	0.
(10) CHARLES WILLIAMS DIRECTOR	0.00	X						0.	0.	0.
(11) MARK BOYER DIRECTOR	0.00	X						0.	0.	0.
(12) MICHAEL D ANDERSON TREASURER	0.00	X		X				0.	0.	0.
(13) MITCHELL A WEBER SECRETARY	0.00	X		X				0.	0.	0.
(14) FRANK L MULKEY VICE PRESIDENT	0.00	X		X				0.	0.	0.
(15) ALAN C GRAM PRESIDENT	0.00	X		X				0.	0.	0.

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A)	(B)	(C)	(D)
				Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	11,625.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	831,904.			
	g	Noncash contributions included in lines 1a-1f	1g	\$ 704,958.			
	h	Total. Add lines 1a-1f		843,529.			
Program Service Revenue				Business Code			
	2 a						
	b						
	c						
	d						
	e						
	f	All other program service revenue					
	g	Total. Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			9,459.		9,459.
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
			(i) Real	(ii) Personal			
	6 a	Gross rents	6a				
	b	Less: rental expenses	6b				
	c	Rental income or (loss)	6c				
	d	Net rental income or (loss)					
	7 a	Gross amount from sales of assets other than inventory		(i) Securities	(ii) Other		
	b	Less: cost or other basis and sales expenses	7b				
	c	Gain or (loss)	7c				
	d	Net gain or (loss)					
	8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a				
	b	Less: direct expenses	8b				
	c	Net income or (loss) from fundraising events					
9 a	Gross income from gaming activities. See Part IV, line 19	9a					
b	Less: direct expenses	9b					
c	Net income or (loss) from gaming activities						
10 a	Gross sales of inventory, less returns and allowances	10a					
b	Less: cost of goods sold	10b					
c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue				Business Code			
	11 a						
	b						
	c						
	d	All other revenue					
e	Total. Add lines 11a-11d						
12	Total revenue. See instructions			852,988.	0.	0.	9,459.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	776,116.	776,116.		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	11,880.		11,880.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	268.	268.		
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	5,391.	4,058.	1,333.	
12 Advertising and promotion	210.	210.		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	7,500.	7,500.		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	759.		759.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	7,430.	7,430.		
23 Insurance	5,424.		5,424.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a REPAIRS	5,103.	5,103.		
b SUPPLIES	4,212.	3,159.	1,053.	
c UTILITIES	3,986.	3,986.		
d VEHICLE EXPENSE	1,828.	1,828.		
e All other expenses	356.	356.		
25 Total functional expenses. Add lines 1 through 24e	830,463.	810,014.	20,449.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				



Hamilton County Board of Commissioners

RESOLUTION

No. 825-18

A RESOLUTION ADVISING THE REGIONAL PLANNING COMMISSION AND THE REGIONAL PLANNING AGENCY THAT IT IS THE WILL OF THE HAMILTON COUNTY COMMISSION TO CHANGE PLAN HAMILTON IN ACCORDANCE WITH THE SPECIFIED CHANGES.

WHEREAS, the Hamilton County Commission recognizes the importance of Plan Hamilton as a guiding document for the orderly growth, development, and sustainability of Hamilton County; and

WHEREAS, the Hamilton County Commission has reviewed proposed changes to Plan Hamilton, as detailed in the resolution below; and

WHEREAS, these changes are intended to ensure that Plan Hamilton aligns with the current and future needs of the community, promoting responsible land use, economic development, and quality of life for all residents; and

WHEREAS, the Hamilton County Commission seeks to advise the Regional Planning Commission and the Regional Planning Agency that it is the will of the Commission to incorporate these changes into Plan Hamilton to reflect the County's vision for sustainable and equitable development; and

WHEREAS, it is the desire of the Hamilton County Commission that the Regional Planning Commission would adopt Plan Hamilton with these changes as the area plan for the unincorporated areas of Hamilton County with the intent of it being included as part of the adopted comprehensive area plan; and

WHEREAS, after the Regional Planning Commission adopts a plan, it would be transmitted for review and adoption by the Hamilton County Commission if it be the desire of the Hamilton County Commission at that time.

NOW, THEREFORE, BE IT RESOLVED BY THE HAMILTON COUNTY COMMISSION, HAMILTON COUNTY, TENNESSEE:

SECTION 1. That the Regional Planning Commission and the Regional Planning Agency are hereby advised that it is the will of the Hamilton County Commission to change Plan Hamilton in accordance with the following changes:

- Change Countryside Residential density to 1.5 dwelling units per acre if on septic, and 3 dwelling units per acre if on sewers, and 2.75 dwelling units per acre on decentralized sewer systems, or where new approved technology allows (subject to change if new information or technological improvements to the decentralized systems becomes available), in all appropriate areas of all plans, to reduce density where septic systems are used and allow for future growth where sewer infrastructure is available.
- Change the Countryside Residential Development Standards bullet point paragraph "Floodplains" by changing "two thirds" to "three fourths" and the number "67" to "75" in all plans, to reduce development in floodplains by 25%.
- Require ADA compliant sidewalks in Suburban Residential Development Standards unless the average lot size is 1 acre or above, in all plans, to ensure pedestrian infrastructure in denser subdivisions.
- Change the Plan Change Process to allow changes for one side of the river every other month, alternating sides, in all appropriate areas of all plans, to permit changes six times per year, per side of the river, as a reasonable compromise.
- Remove all Appendices except for the Chamber of Commerce letter, in all plans, as the Appendices add no substantive value to the Plan.
- Delete the entire section in the Plan Change Process and Updates Section beginning with "Hamilton County and RPA will develop criteria for plan changes using the following considerations," in all plans, to prevent additional requirements post-adoption.
- Delete the "Case Study/Example Ordinance Column" in the Implementation Matrix, in all plans, to avoid confusion from references to external rules without clear relevance.
- Remove the bullet point on Page 19 requiring Geo-technical, Environmental, Traffic, and Stormwater reports for new development in Area 7, as current regulations sufficiently address report requirements.
- Remove the first bulleted paragraph under Conservation Subdivisions on Page 82 in Area 7, which suggests rezoning to higher density only in incorporated areas with sewer and emergency services or at identified center Place Types, to avoid restricting development in unincorporated areas.
- Remove the first sentence of the first bulleted paragraph under Centers on Page 82 in Area 7, stating that the majority of future development should be located within the incorporated town boundaries of Signal Mountain and Town of Walden, to avoid restricting development in unincorporated areas.
- Delete the sentence on Page 14 in Area 8 under Flood Plain & Drainage stating, "Lower density residential development patterns with large, clustered lots, setbacks from flood plain and roadways, and significant open Areas are recommended in this Area," as density should be governed by Place Type and existing engineering requirements.
- Delete the CR 2.5 Place Type in Areas 8 and 9, converting these areas to Countryside Residential if sewer is not available or Suburban Residential if sewer is available, based on the density changes above.
- Remove the second sentence on Page 31 in Area 9, stating, "These constraints dictate that residential and commercial density should remain low," to avoid requiring less density than permitted by Place Types.
- Delete the phrase in Item 2 on Page 35 in Area 9, "Further road congestion must be avoided and necessary infrastructure improvements will be required to support new development," to ensure developments are evaluated based on existing engineering studies.

- Delete the sentence in Item 3 on Page 35 in Area 9, "Prohibiting development in the floodplain ensures necessary storage of floodwaters," as development in floodplains is governed by current regulations.
- Delete the sentence in Item 4 on Page 35 in Area 9, "The predominant development pattern of single family residential on larger lots will be maintained," to ensure development aligns with zoning and Place Type lot sizes.
- Remove the words "subdivision plat approvals" from the first sentence of section 4.2 on Page 37 in Area 9, as plat approvals are governed by subdivision regulations.
- Delete the phrase "or be required to pay for regional solutions" from Policy 15.3.1 on Page 74 in Area 13, to avoid introducing requirements for developers to fund regional flood solutions.
- Replace the first sentence of Policy 7.13.1 on Page 74 in Area 13 with, "The lack of sewer and water infrastructure, constraints on emergency services, undulating terrain, and floodprone low lands in Area 13 make it important to ensure that developments are appropriately engineered and serviced," to align density with Place Type requirements and zoning.
- Delete the first paragraph on Page 77 in Area 13, stating that larger-scale developments above base zoned A-1 density are not appropriate outside of Soddy-Daisy, to avoid restricting rezonings in unincorporated areas.
- Change Rural Corridor to require a 50-foot setback from right of way of existing roadway for any structure including water quality features and require a 30-foot type A landscape buffer along the entire frontage. Adequate right of way as determined by the County Engineer should also be required as a condition to be given to accommodate an additional lane if a rezoning case is requested along the Rural Corridor overlay.
- Remove the rural corridor overlay from Dolly Pond Rd, Grasshopper Rd, Cooley Rd, Shipley Hollow Rd, Turner Rd, Andy Thomas Rd, Providence Rd, Poole Rd, May Rd, Poe Rd, Corral Rd and McGhee Rd.
- Existing zoning density and conditions should not be overridden by Plan Hamilton for platting purposes in residential or commercial zones, but all setback and buffering language should apply to new preliminary plats (those not already accepted by RPA)
- Setback and buffering requirements should also apply to residential plats in agricultural zones.
- A-1 Zoning should be amended to reflect the change to 1.5 per acre on traditional septic and should remain unchanged on sewer.

SECTION 2. That the Regional Planning Agency shall undertake all necessary steps to review, process, and implement said changes in a timely manner, consistent with applicable laws, regulations, and planning procedures.

SECTION 3. That this Resolution shall take effect immediately upon its passage, the public welfare requiring it.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-19

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE HAMILTON COUNTY HEALTH AND SOCIAL SERVICES DEPARTMENT TO SIGN A CONTINUATION GRANT-IN-AID CONTRACT FOR \$633,928.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO SUPPORT THE DELIVERY OF PUBLIC HEALTH SERVICES FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026.

WHEREAS: the overall objective of the Hamilton County Health Department is to protect the public's health through programs and services, and

WHEREAS: the State Department of Health desires to contract with the Hamilton County Health Department for Public Health administrative infrastructure in the amount of \$633,928.00 for the period of September 1, 2024 through June 30, 2025; and

WHEREAS: administrative infrastructure is necessary to efficiently manage the Health Department.

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 \$633,928.00 with the Tennessee Department of Health for Public Health Infrastructure for the period of July 1, 2025 – June 30, 2026.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025
Date



ENDOWMENT GRANT CONTRACT

Begin Date July 1, 2025	End Date June 30, 2026	Agency Tracking # 34360-29926	Edison ID		
Public Chapter	Bill #	Section	Item		
Grantee Legal Entity Name Hamilton County Health Department			Edison Vendor ID 4208		
Service Caption (one line only) Grant in Aid funds					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$633,928.00				\$633,928.00
TOTAL:	\$633,928.00				\$633,928.00
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive selection <input checked="" type="checkbox"/> Non-competitive selection					
Tennessee Code Annotated 68-2-901 authorizes the Department of Health to distribute Grant in Aid funds to counties					
Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <div style="text-align: center;"><i>Eric Buchholz</i></div>				CPO USE - EG	
Speed Chart (optional) HL00007820		Account Code (optional) 71301000			

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

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

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Description. Health services provided in this county represent an array of programs and direct patient care services that illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols, and standing orders.

- a. The Grantee shall perform all or some of the following services on an as needed basis:

- Adolescent Pregnancy Prevention
- Breast and Cervical Cancer
- Child Health and Development (CHAD)
- Childhood Lead
- Children's Special Services – Care Coordination Services
- Clinical Physician
- Community Development Services
- Dental Services
- Dental Prevention Services (TennCare)
- EPSDT Community Outreach Services
- EPSDT TennCare
- Family Planning Services
- HIV Services
- Health Promotion
- Help Us Grow Successfully (HUGS)
- Immunization Services
- Prenatal Services
- Public Health Emergency Preparedness (PHEP)
- Rape Prevention Education
- Rural Health Initiative
- Ryan White Care Management/Medical Services
- Sexually Transmitted Diseases (STD) Services
- Tobacco Use Prevention and Control
- Tuberculosis
- WIC Services

- b. The "Catalog of Rural Local Health Services for the Division of Community Health Services" provides a description of the above services. The Grantee may request a copy from the State, and notification of any changes will be provided by the State via electronic mail.
- c. The Grantee shall work with the State to establish lab ordering and resulting processes, using both the state lab web portal and interoperability standards when implementing electronic medical record(s).
- d. The Grantee shall work with the State to establish interoperability with the State TennIIS registry when implementing electronic medical record(s).

- A.3. All data about health care services provided under this Grant Contract reported through the Patient Tracking and Billing Management Information System (PTBMIS) or alternative Electronic Medical Records software used by Grantee will be reported in a manner approved by the State.

Data reports for health services provided for patients including the billing for these services shall be submitted to the State electronically. The State will determine the schedule and the acceptable form of this reporting.

The PTBMIS Codes Manual or an alternative codes manual will be provided to the Grantee upon request or when updates are made to the manual.

- A.4. In the event that the Grantee is subject to an audit in accordance with Section D.15. hereunder, the Grantee shall submit to the State contact listed in Section D.8. a copy of the Annual (Final) Report (Attachment 1).
- A.5. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Thirty-Three Thousand Nine Hundred Twenty-Eight Dollars (\$633,928.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant

Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.

- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
 - a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure 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 31 U.S.C. § 1352

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

The State:

Jenny Crane, Contract Director
Tennessee Department of Health
Division of Health Services
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway

Nashville, TN 37243
 Email: jenny.crane@tn.gov
 Telephone # (615) 741-0235
 Fax: N/A

The Grantee:

Sonia Calvin, Interim Director
 Hamilton County Health Department
 921 East Third Street
 Chattanooga, TN 37403
 Email: soniajc@hamiltontn.gov
 Telephone # (423) 209-8000
 Fax: N/A

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, 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 eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. 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.
- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

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

- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.25. 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.26. 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.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E3. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
- a. The Grantee shall protect State Data as follows:
 - (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

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

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

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

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments have been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report per NIST 800-115 that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

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

(5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and

restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.

- (6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.
- (8) Grantee shall meet requirements of current version of Minimum Acceptable Risk Standards for Exchanges ("MARS-E") controls.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer- supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

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

- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the

maximum targeted period in which data might be lost from an IT service due to a major incident: 1 Hour

- ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 Hours

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

- E.4. Personally Identifiable Information. While performing its obligations under this Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents, and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

E.5. Comptroller Audit Requirements.

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

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls.

The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Contractor. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the

State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

IN WITNESS WHEREOF,


HAMILTON COUNTY HEALTH DEPARTMENT

Rebekah Bohannon LPC-MHSP,
ADMINISTRATOR

7/2/25

DATE

HAMILTON COUNTY GOVERNMENT

WESTON WAMP
COUNTY MAYOR

DATE

DEPARTMENT OF HEALTH

DR. JOHN R. DUNN, INTERIM
COMMISSIONER

DATE

Annual (Final) Report

- 1. Grantee Name:**
- 2. Grant Contract Edison Number:**
- 3. Grant Term:**
- 4. Grant Amount:**
- 5. Narrative Performance Details:** (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)

Submit one to:

Jenny Crane, Contract Manager, Community Health Services jenny.crane@tn.gov; and
fa.audit@tn.gov, TN Department of Finance and Administration



Hamilton County Board of Commissioners

RESOLUTION

No. 825-20

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE HAMILTON COUNTY HEALTH AND SOCIAL SERVICES DEPARTMENT TO SIGN A CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$219,200.00 TO PROVIDE SEXUALLY TRANSMITTED INFECTION AND HIV EDUCATION, PREVENTION AND CONTROL SERVICES IN HAMILTON COUNTY, FOR A TIME PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026.

WHEREAS, sexually transmitted infection, including HIV continue to be a public health threat in Hamilton County; and

WHEREAS, appropriate and timely education, diagnosis, treatment and contact identification and treatment has been proven to be an effective means of controlling these infections.

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

That the County Mayor be authorized to sign the attached contract in the amount of \$219,200.00 for the provision of Sexually Transmitted Infection and HIV Education, Prevention and Control Services for the residents of Hamilton County and increase revenue and expense budgets for the time period of July 1, 2025 through June 30, 2026.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

Approved: ☐

Vetoed: ☐

County Clerk

County Mayor

August 20, 2025

Date



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

BILL LEE
GOVERNOR

John R. Dunn, DVM, Ph.D., EMBA
COMMISSIONER

**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

Date: **07/21/2025**

To: **Rebekah Bohannon, LPC-MHSP, Administrator
Health and Social Services Division
921 E 3rd Street
Chattanooga, TN 37403**

From: **John R. Dunn, DVM, Ph.D., EMBA
Interim Commissioner
Tennessee Department of Health**

The State's budget for the fiscal year beginning July 1, 2025, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Section 7, Item 62 of the 2025 Appropriations Act reads as follows:

"Department of Health, in Section 1, Title 111-16, appropriations for the State HIV Surveillance and Prevention Program shall be subject to the provisions of Section 21 of this act."

Local Health Department Grants – Hamilton County – Grant - \$219,200

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
 - a) A direct appropriation shall not be disbursed until the recipient has filed with the head of the State agency through which such disbursement is being made a plan specifying the proposed use of such funds and the benefits anticipated to be derived therefrom and has agreed to file quarterly interim reports during the effective dates (June 1, 2025 – June 30, 2026) of the grant describing the use of such funds. The interim reports shall include quarterly status changes for funding disbursement, quarterly efforts towards linkage to care, re-engagement, and other high-impact activities, and quarterly numbers reflecting HIV prevention activities including: (1) the continuation of existing participation in HIV re-engagement efforts; (2) the continuation of existing processes for timely investigation and documentation in state reporting systems of positive, detectable, reactive HIV test results; and (3) assisting the Tennessee Department of Health with HIV cluster response.



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

John R. Dunn, DVM, Ph.D., EMBA
COMMISSIONER

BILL LEE
GOVERNOR

- b) HIV Prevention activity shall be focused on first responders, victims of human trafficking, and pregnant women and infants, as well as traditional nationally recognized high-risk populations.
- c) You agree that you shall not subcontract with any entities.
- d) As a prerequisite to the receipt of such direct appropriation, the recipient shall agree to provide to the State agency head, within ninety (90) days of the close of the fiscal year within which such direct appropriation was received, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury.
- e) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
- f) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
- g) The funds received shall be placed in an interest bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
- h) You must complete the attached Substitute W-9 Form and return it with this signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return to the State agency head the following materials together:

- a) This signed Letter of Agreement; and
- b) Substitute W-9 Form.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

If you should have any questions or comments or need any assistance responding to this request, please contact **Robertson Nash at (615) 532-9254**.



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243

BILL LEE
GOVERNOR

John R. Dunn, DVM, Ph.D., EMBA
COMMISSIONER

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

Eric Bucholz, Budget Director

710 James Robertson Parkway, 6th Floor

Nashville, Tennessee 37243

On behalf of ***Hamilton County Health Department***, I hereby agree to the aforementioned terms and conditions.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Daytime Contact Phone Number

Federal Taxpayer Identification Number



Hamilton County Board of Commissioners

RESOLUTION

No. 825-21

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE, TENNESSEE COMMISSION ON CHILDREN AND YOUTH, TO RECEIVE \$45,000.00 TO BE USED FOR THE COURT APPOINTED SPECIAL ADVOCATE PROGRAM (CASA) WITHIN THE HAMILTON COUNTY JUVENILE COURT.

WHEREAS, the Tennessee Commission on Children and Youth is making available to the Hamilton County Juvenile Court CASA Program, \$45,000.00; and,

WHEREAS, these moneys will be used to provide services for the Dependent/Neglected Children of Hamilton County; and,

WHEREAS, these funds have been included in the Juvenile Court Budget for the Fiscal Year 2025-2026; and,

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

That we do hereby authorize the County Mayor to enter into, and execute a contract with the State of Tennessee, Tennessee Commission on Children and Youth, to receive \$45,000.00 for providing services to the children of the Hamilton County Juvenile Court.

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

August 20, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-22

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) VOLVO HYDRAULIC CRAWLER EXCAVATOR FROM ASCENDUM MACHINERY FROM THE SOURCEWELL PURCHASING COOPERATIVE AMOUNTING TO \$90,938.00 FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received from Ascendum Machinery amounting to a total of \$90,938.00 for the purchase of one (1) Volvo Hydraulic Crawler Excavator from the Sourcewell Purchasing Cooperative for the Highway Department; and,

WHEREAS, the Hamilton County Procurement Rules Section 3.6.C allows for purchasing goods or services under other governmental cooperative purchasing contracts; and,

WHEREAS, Ascendum Machinery is an authorized dealer for Volvo under current contract number 011723-VCE; and,

WHEREAS, pricing from the Sourcewell contract is considered economically fair; and,

WHEREAS, there are sufficient budgeted funds available to the requisitioning department in the General Fund capital outlay budget.

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

That the quotation received from Ascendum Machinery for the purchase of one (1) Volvo Hydraulic Crawler from the Sourcewell Purchasing Cooperative amounting to \$90,938.00 for the Highway Department is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date



Quote Valid for 90 days

Contract:
011723-
VCE

Date: 7/21/2025

Buying Agency:	Hamilton County (TN)	Dealership:	Ascendum Machinery
SW Member #:		Prepared By:	Chad Jones
Contact Person:		Phone:	865-469-0021
Phone/Email:		Email:	chad.jones@ascendummachinery.com
Sourcewell Product Code	A - Volvo Pricing Catalog: Hydraulic Crawler Excavators Small (Mini) (below 20,000#)		
A. Catalog / Price Sheet Items being purchased			
Quan		Unit Pr	Total
1	Volvo EC60E Crawler Excavator	\$86,098	\$86,098
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
Sourcewell Machine Price:			\$86,098
Additional Discount:			-\$4,460
Subtotal A:			\$81,638
B. Sourced Contracted Items			
Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$0
C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges			
Freight			\$3,750
PDI			\$550
Installations			\$5,000
Subtotal C:			\$9,300
Delivery Date:	2025	D. TOTAL PURCHASE PRICE (A+B+C):	\$90,938

Description	Part #	List Price
Volvo EC60E Crawler Excavator	EC60E	109,768.00
Upper frame-Boom Offset	CE17003	0.00
boom arm 118" (3000mm) required with CE17003	CE12014	0.00
Standard Arm 63" (1600mm) w/thumb bracket and wear strips	CE13012	0.00
76" dozer blade	CE15002	0.00
Float function on dozer blade	CE15021	0.00
Elec. Dozer control LH Joystick	CE15031	375.00
16" Rubber tracks	CE21006	0.00
Engine for NA,Stage V	CE30013	0.00
Engine Auto Shutdown	CE31002	381.00
Standard Cooling Package for Engine and Work Hydraulics	CE32001	0.00
Fabric seat Mech susp w/ heat	CE41005	296.00
Cab only, must add option CE44006 heat and A/C	CE40021	4,721.00
Seat belt, 3" retractable	CE42003	143.00
ISO Pattern Selector Valve	CE43001	0.00
Heat & A/C	CE44006	3,667.00
Radio with MP3/USB/Bluetooth	CE45018	1,028.00
Hour meter, analog	CE45012	0.00
Universal key	CE46002	0.00
LH Joystick (only) with X3 roller switch	CE47008	1,095.00
Work light basic_Halogen	CE54001	0.00
Work light, boom	CE50003	261.00
Extra work light,Cab Rear_HAL.	CE50006	220.00
Flashing beacon_LED	CE50010	404.00
Travel alarm w/ delay	CE51001	652.00
Rear View Camera	CE53003	1,063.00
Hydraulic oil ISO VG46 14°F to 86°F (-10°C to 30°C)	CE60003	0.00
X1 w/piping – offset boom actuated from r/h joystick	CE62009	0.00
2X flat face hyd. Couplings for X1	CE68002	353.00
Double-acting circuit (Required when ordering Hydraulic pin-grabber coupler)	CE64002	1,731.00
Tool kit - daily maintenance	CE70002	0.00
Manual - English	CE71005	0.00
Frame lifetime guarantee	CE72001	0.00
Decals NA	CE80002	0.00
Volvo grey and yellow	CE82001	0.00
CareTrack, GSM	CE85001	0.00
Counterweight STD	CE87003	0.00
Long Arm 75" (1900mm) w/thumb bracket and wear strips no c/w available	CE13015	1,816.00
Angle blade (must add CE15022)	CE15003	7,793.00
With float & angle function on dozer blade lever	CE15022	877.00
Hydraulic pin-grabber coupler (thumb required)	CE8307435	4,046.00
Long thumb (for use with coupler)	CE18004	5,340.00
36" .307 yd trenching bucket with side cutters (6 teeth)	CE8293477	2,671.00
Total List Price		\$148,701

Sourcewell % off List	42.1%
Sourcewell Machine Price	\$86,098

See Front Page of Quote for Total Purchase Price



Hamilton County Board of Commissioners

RESOLUTION

No. 825-23

A RESOLUTION APPROVING THE PURCHASE, FROM TENNESSEE STATEWIDE CONTRACT SWC-209, VEHICLES TO BE UTILIZED AS UNMARKED VEHICLES FOR AN AMOUNT NOT TO EXCEED \$154,895.00 FOR THE HAMILTON COUNTY SHERIFF'S OFFICE, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, it is necessary in law enforcement operations to utilize unidentified unmarked vehicles, it is not practical to obtain said vehicles through the sealed bid process; and

WHEREAS, it is necessary to protect the safety and security of the officers who may drive said vehicles by protecting the identity of the vehicles; and

WHEREAS, there is a wide selection of makes and models of vehicles available on Tennessee Statewide Contract SWC-209; and

WHEREAS, Tennessee Statewide Contract SWC-209 is open to Hamilton County in accordance with applicable provisions of the Hamilton County Procurement Rules; and

WHEREAS, there are sufficient previously budgeted funds available in the Sheriff Special Revenue Fund.

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

That the Sheriff's Office is hereby authorized to purchase, from Tennessee Statewide Contract SWC-209 and in compliance with applicable provision of Hamilton County's Procurement Rules and State of Tennessee Law, vehicles to be utilized as unidentifiable unmarked vehicles in an amount that is not to exceed \$154,895.00 for the Hamilton County Sheriff's Office, 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

August 20, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-24

A RESOLUTION APPROVING THE PURCHASE OF VEHICLES FROM TENNESSEE STATEWIDE CONTRACT SWC-209 IN AN AMOUNT NOT TO EXCEED \$847,000.00 FOR THE HAMILTON COUNTY SHERIFF'S OFFICE, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

- WHEREAS, due to current pricing fluctuations and market instability firm pricing quotes are not available for pre-orders from dealerships on current Tennessee Statewide contract; and
- WHEREAS, order placement windows are limited by manufacturer restrictions, with dealership order timeframes often reduced to one week or less; and
- WHEREAS, there is a wide selection of makes and models of vehicles available on Tennessee Statewide Contract SWC-209; and
- WHEREAS, Tennessee Statewide Contract SWC-209 is open to Hamilton County in accordance with applicable provisions of the Hamilton County Procurement Rules; and
- WHEREAS, there are sufficient allocated funds available to the requisitioning department in the General Fund capital outlay budget.

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

That the Sheriff's Office is hereby authorized to purchase vehicles from Tennessee Statewide Contract SWC-209 in an amount not to exceed \$847,000.00, 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

August 20, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-25

A RESOLUTION ACCEPTING THE BID OF BIOWASTE, LLC FOR THREE (3) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL TWO (2) YEAR TERMS, BEGINNING SEPTEMBER 1, 2025, THROUGH JULY 31, 2028, FOR MEDICAL & PHARMACEUTICAL WASTE DISPOSAL SERVICES FOR EMS AND VARIOUS COUNTY DEPARTMENTS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for Medical & Pharmaceutical Waste Disposal Services for EMS as well as various other County Departments; and,

WHEREAS, the bid from Biowaste, LLC was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient budgeted funds available to the requisitioning department in the General Fund operating budget.

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

That the bid of Biowaste for three (3) year contract unit pricing, with the option to renew for three (3) additional two (2) year terms, beginning September 1, 2025 through July 31, 2028, for Medical & Pharmaceutical Waste Disposal Services for EMS and various County Departments 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

August 20, 2025
Date

VENDOR: BIOWASTE, LLC		
REGULATED MEDICAL WASTE DISPOSAL PRICING – PER CONTAINER RATE		
Approximate Container Size	List Max Weight If Applicable	Per Container Rate
Small – approximately 18 gallons	N/A	N/A
Medium – approximately 30 gallons	50 LBS	\$40.25
Large – approximately 43 gallons	75 LBS	\$47.00
Additional charge for locking container		
PATHOLOGICAL WASTE DISPOSAL PRICING – PRICE PER POUND		
Approximate Container Size		Price Per Pound
Small – approximately 18 gallons		N/A
Medium – approximately 30 gallons		\$2.00 PER POUND
Large – approximately 43 gallons		N/A
Additional charge for locking container		
DISPOSABLE SHARPS CONTAINERS (OPTIONAL) – PER CONTAINER RATE		
Approximate Container Size		Per Container Rate
Small – approximately 5 quarts		N/A
Medium – approximately 2 gallons		N/A
Large – approximately 3 gallons		N/A
OTHER CHARGES –MEDICAL WASTE		
Description		Price
Fee for unscheduled pickup outside of normal scheduled route		\$85.00
Fee for scheduled pickup without waste		\$35.00
Fee if Contracting Party driver must remove barriers to access waste		\$122.06 PER HOUR
Fee if Contracting Party driver is delayed 20 minutes or more due to actions by the County		\$54.93 PER HOUR
PHARMACEUTICAL WASTE DISPOSAL PRICING – PER CONTAINER RATE		
Approximate Container Size	List Max Weight If Applicable	Per Container Rate
RCRA (P&U) 1 – approximately 8 gallons	N/A	\$734.00 + FUEL + TARIFF FEE
RCRA (P&U) 1 – approximately 18 gallons	N/A	\$734.00 + FUEL + TARIFF FEE
Non-Haz 1 – approximately 8 gallons	N/A	\$734.00 + FUEL + TARIFF FEE
Non-Haz 1 – approximately 18 gallons	N/A	\$734.00 + FUEL + TARIFF FEE
OTHER CHARGES – PHARMACEUTICAL WASTE		
Description		Price
Fee for scheduled pickup without waste		\$734.00 + FUEL + TARIFF FEE
Fee if Contracting Party driver must remove barriers to access waste		WILL NOT REMOVE BARRIERS
Fee if Contracting Party driver is delayed 20 minutes or more due to actions by the County		SEE DEMURRAGE SHEET
LAB PACK		
Description		Price
Formulary reviews 3,000 line items include at no cost – provide pricing if more than 3,000 line items	(first	PRICED AS NEEDED
Consultation hours include at no cost – provide pricing if more than 25 hours is required)	(first 25	NOT OFFERED
OTHER CHARGES – OPTIONAL TRAINING		
Description		Price
Training – water cooler session up to one hour annually		NOT OFFERED
Training – RCRA regulation training up to three hours annually		NOT OFFERED

Delivery:	CURRENTLY PROVIDING SERVICE / IN PLACE ALREADY
Terms:	NET 30
Exceptions Noted:	

Request For Bids:		
Newspaper Ad:	7.25.2025	
Vendor Notification:	121	Low bid(s) that meet specs in yellow
Vendor Response:	1	
Budgeted:	Operating	Did not meet specs in blue



INVITATION TO BID

BID # 0725-004: Medical & Pharmaceutical Waste Disposal Services Hamilton County, TN

I. STATEMENT OF INTENT

Hamilton County, Tennessee herein after referred to as "the County" is soliciting sealed bids from qualified companies for the purposes of establishing a three (3) year unit pricing contract with three (3) additional two-year renewal options for Medical & Pharmaceutical Waste Disposal Services for various operations/offices of Hamilton County, Tennessee, under a unit pricing agreement. All of the work shall be onsite and must be performed in a thorough and high-quality manner and to the satisfaction of the County prior to invoicing and payment.

The initial contract period will be for three (3) years from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout each term of this contract, with the exception of possible price adjustments at the time of renewal (see XI. CONTRACT TERMS below).

II. INSTRUCTION TO BIDDERS

Throughout the terms of this contract,

- locations will have different levels of need;
- all required supplies shall be incorporated into unit pricing submitted;
- pathological waste that requires incineration or other allowable disposable method as defined by applicable laws and regulation will be required to be picked up as need arise;
- estimated monthly volumes for each location can be found on the location details form;
- estimated monthly volumes for any future locations shall be provided at the time of addition to the contract;
- estimated monthly volumes are *estimates only*, actual volume per site may vary based on usage;
- disposal, transport and handling of waste from various County sites to ultimate disposal must meet State of Tennessee Department of Health, Division of Solid Waste management in regards to the disposal of regulated medical waste and all regulations by EPA in regards to the disposal of pharmaceutical waste;
- awarded vendor(s) must comply with any applicable federal laws and regulations;
- awarded vendor(s) shall guarantee complete compliance with all legal requirements for a regulated waste disposal company, including but not limited to, maintaining all necessary permits and licenses during the entire term of the contract;
- all locations shall be picked up in accordance with the schedule of services agreed to at time of award;
- a receipt and certificate of destruction upon pickup for each load must be provided for each pickup at each location;
- in the event of a large-scale incident which may produce excessive amounts of regulated medical waste, the successful Proposer shall provide a twenty-four (24) hour emergency contact number and provide sufficient resources to assist the County in the removal of the regulated medical waste;
- unscheduled pickup requests for regulated medical waste shall be picked up within three (3) business days;

- scheduled pickups must be during normal operating hours which are 8:00 AM – 4:00 PM, Monday through Friday;
- all scheduled pickups and supplies must conform to the schedule and requirements of this BID;
- in the event of a missed pick up the vendor shall notify the user department and make alternate arrangements for pickup within 48 hours at no additional cost to the County;
- any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense;
- all work performed by the Contractor will be subject to the inspection by County representatives and payment may be withheld for any work not complying with bid specifications until deficiencies are corrected; deficiencies shall be corrected at the sole expense and risk of the Contractor;
- awarded vendor(s) shall provide onsite pickup (as scheduled or as-needed, to be determined by location), transfer and incineration of Pharmaceutical Waste and include monthly change out and replacement with sterilized containers for all:
 - RCRA P/U listed Hazardous materials
 - Chemo Waste
 - Non-Hazardous drugs

III. MINIMUM SUPPLIES REQUIREMENTS

On the initial supply delivery, locations may choose to request two times the number of regulated medical waste containers with all necessary supplies sufficient to last until the next scheduled pickup (e.g., location A requires three containers picked up one time per month. The initial supply delivery should include six containers and all necessary supplies. At the first scheduled pickup, three will be picked up and an additional three will be left, leaving six containers onsite. The initial supply will be decided by the individual locations as to whether the estimated monthly usage of supplies or double the estimated monthly usage of supplies are delivered. The awarded proposer shall provide a one-to-one replacement program for each container and red bag to each location as determined by the schedule or services. Awarded vendor(s) must provide all necessary red bag, biohazardous labels, packaging tape, and waste insignias as part of this bid, at no additional charge to the County; and the vendor(s) must provide manifest for each location pickup.

IV. WORKER REMOVAL

All workers must have sufficient skill and experience to perform the assigned work properly and safely. The County reserves the right to require the removal of any employee of the successful vendor(s) from any work covered by these specifications if, in the sole opinion of the County, such employee shows insufficient experience or fails to make due and proper effort to execute the work in the manner prescribed.

V. ASSIGNMENT OR SUBCONTRACTING

The contractor shall not subcontract or employ any independent contractors for all or any portion of the work without prior written approval from the County. In situations requiring immediate response, approval may be given over the phone with written approval being obtained within 72 hours. The County must approve any subcontractors employed by the contractor. The contractor shall remain wholly responsible for all workers employed and pay promptly for any work subcontracted or underlet. Contractor shall include each of its subcontractors as insured under the policies of insurance required herein or ensure that their subcontractors meet the minimum requirements for insurance specified herein.

VI. VOLUME OF SERVICE REQUIRED

The County is not obligated to provide the successful vendor(s) with any specific amount of work with respect to Medical & Pharmaceutical Waste Disposal Services and/or similar related tasks during the term(s) of the contract covered by this bid.

It should be further noted that the County retains, at its option, the right to assign any or the entire task to its own personnel or in the event of default by the successful vendor(s), to other parties engaged in this type of work.

VII. EXPERIENCE REQUIREMENTS AND REFERENCES

The awarded vendor(s) must have a minimum of five (5) consecutive years' experience and personnel assigned must have a minimum of two (2) years' experience in comparable multi-stop Medical & Pharmaceutical Waste Disposal Services in order to participate in this bid.

Additionally, each bidder must supply a list of three (3) organizations for which similar type work has been satisfactorily completed within the last three (3) years of comparable scope and size of this bid. Each reference provided must include contact name(s), address, telephone number and email address. The County must be authorized to contact any company included on the list. The bidder shall execute all documents necessary to authorize the County to communicate with said references regarding the performance of bidder.

VIII. COMPENSATION AND BILLING

The vendor(s) must provide individual invoicing to each location and/or division at the direction of the County. Invoicing requirements shall be provided for each location upon award.

IX. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from any claims and/or actions brought or filed against the County directly or indirectly, with respect to, or on account of, the acts or omissions of the Contractor, its agents or employees arising out of the Contractor's fulfilling of this contract whether such claims of action are rightfully or wrongfully brought or filed.

The Contractor agrees to indemnify the County for all liability, losses or damages to the County from any source arising out of the fulfillment of this contract. The Contractor agrees to pay all costs the County incurs as a result of all suits, actions, claims or counterclaims filed against the County as a result of the acts or omissions of the Contractor, or those acting as agents or employees of the Contractor, to conform with all statutes, ordinances or other regulations or requirements of any governmental authority in connections with its duties under this contract. The Contractor further agrees to defend all actions whether brought under tort contract, willful, malicious or activities of the Contractor by and through its agents, employees or otherwise, including any civil rights actions resulting from the acts or omissions of the Contractor or its employees or agents. This provision shall survive the termination or expiration of this Contract.

X. AWARD OF BID

Hamilton County reserves the right to award the entire package or sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

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

XI. CONTRACT TERMS

The terms of this agreement shall be for three (3) years from the date of acceptance with the option to renew for three (3) additional two-year renewals. In the event that Hamilton County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price adjustments and minor scope additions and/or deletions which may be agreed upon by both parties. Any such price increase will only be allowed at time of renewal and must have documentation as to the justification/proof as to rationale for the increase and will be subject to review and approval by the County. Any requested adjustment shall be fully documented with ~~a~~-justification, and submitted to the Hamilton County Procurement Department at least ninety (90) days prior to the contract anniversary date.

The County may add or delete service as it deems necessary with billing prorated accordingly at contract pricing. The Contractor must be able to provide additions as directed by the County without delay.

Note that these are automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for each additional term. The successful proposer(s) will be required to enter into a contract with Hamilton County to satisfy the requirements of this bid. Bid specifications will be incorporated into the contract. A copy of a *Pro Forma* contract will be provided on request. Either party may terminate this agreement with a ninety (90) day written notice.

XII. MINIMUM LIMITS OF INSURANCE

The contractor shall provide written confirmation of the following minimum limits of insurance to be maintained throughout the term of the contract and enclose a sample Certificate of Insurance demonstrating that they have this coverage:

- A. *Commercial General Liability Insurance*: \$2,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent Contractors
 - vi. Broad Form Property Coverage
 - vii. Personal Injury
- B. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-owned Autos
 - iii. Hired Autos
- C. *Workers' Compensation and Employers' Liability*: Workers' Compensation statutory limits as required by Tennessee as applicable to the operations of the proposer(s). This policy should include Employers' Liability coverage for \$1,000,000 per incident.
- D. *Environmental Liability*: \$1,000,000 limit to cover the clean-up, disposal, and transportation of solid or other hazardous waste material. Must also include coverage for any bodily injury and/or property

damage resulting from solid and hazardous waste material.

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

For listing purposes as to the additional insured use the following:

Hamilton County, TN
Attn: Procurement Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Proof of Insurance must be provided before a contract is executed with the successful provider for this bid and updated as necessary.

XIII. BID SUBMISSION REQUIREMENTS

In order for your submission to be considered eligible, you must do the following:

- A. The proposer must complete and deliver **one (1) original hard copy** of its bid response document in a sealed envelope **before 10:00 AM (ET) on Tuesday, August 5, 2025** to the Hamilton County Procurement Department at the address specified below. 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 Procurement Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

DELIVERY ADDRESS

Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.), the County mail system or any other Department other than Procurement does not constitute receipt of a bid by the Procurement Department. All submissions must be received in the Procurement Department by the specified deadline.

Stacey Lewis, Senior Buyer
Bid # 0725-004 Medical & Pharmaceutical Waste Disposal Services {insert your company name here}
Hamilton County Procurement Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

- B. The outside of the envelope/package containing the bid should be clearly marked with the following statement: **“Bid # 0725-004: Medical & Pharmaceutical Waste Disposal Services”** Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.
- C. The bid response **MUST** include a hard copy of the attached BID SUBMISSION FORM (page 7-9). All prices must be displayed on a unit price basis, using no more than two (2) decimal places.
- D. All requested information must be provided. See BID SUBMISSION FORM for additional documents required with bid submission.
- E. No fax or email bid responses will be accepted.

- F. A signed copy of the Certificate of Compliance must be attached (page 10).
- G. Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind Form (page 11).

XIV. HAMILTON COUNTY, TN GENERAL PROCUREMENT TERMS AND CONDITIONS

General Procurement Terms and Conditions are attached.

XV. CONTACTS

Questions concerning product specifications should be directed to:

Chris Dill, EMS Logistics Manager – EMS, at CDill@hamiltontn.gov or (423) 209-6935.

Questions concerning bid procedures should be directed to:

Stacey Lewis, Senior Buyer – Hamilton County Procurement Department, at
BidQuestions@HamiltonTN.gov or (423) 209-6350.

XVI. APPROVED FOR RELEASE

Approved for release by Jerald Carpenter, Director – Hamilton County Procurement & Fleet Management.

BID SUBMISSION FORM

Please respond to Sections A – E as instructed below.

A. ACKNOWLEDGEMENT OF BID SPECIFICATIONS

Please indicate your response below to each listed section of requirements as outlined in the bid specifications by placing an “X” in either the “AGREE & COMPLY” or “EXCEPTION NOTED” column. For any “EXCEPTION NOTED” response, please explain using the “DETAILS” column – attach additional pages or provide supplemental materials as needed to fully explain the exception.

SECTION	AGREE & COMPLY	EXCEPTION NOTED	DETAILS
I. STATEMENT OF INTENT			
II. INSTRUCTION TO BIDDERS			
III. MINIMUM SUPPLIES REQUIREMENT			
IV. WORKER REMOVAL			
V. ASSIGNMENT OR SUBCONTRACTING			
VI. VOLUME OF SERVICE REQUIRED			
VII. EXPERIENCE REQUIREMENTS AND REFERENCES			
VIII. COMPENSATION AND BILLING			
IX. INDEMNIFICATION AND HOLD HARMLESS			
X. AWARD OF BID			
XI. CONTRACT TERMS			
XII. MINIMUM LIMITS OF INSURANCE			
XIII. BID SUBMISSION REQUIREMENTS			
XIV. GENERAL PROCUREMENT TERMS AND CONDITIONS			
XV. CONTACTS			

B. PRICING FORM

Please submit pricing for each item below based upon all above listed specifications. The County makes no guarantee of the volume of work to be assigned during the term(s) of this contract. List any additional information, including exceptions, for each item using BID SUBMISSION FORM Section D. EXCEPTIONS.

REGULATED MEDICAL WASTE DISPOSAL PRICING – PER CONTAINER RATE		
Approximate Container Size	List Max Weight If Applicable	Per Container Rate
Small – approximately 18 gallons		
Medium – approximately 30 gallons		
Large – approximately 43 gallons		
Additional charge for locking container		
PATHOLOGICAL WASTE DISPOSAL PRICING – PRICE PER POUND		
Approximate Container Size		Price Per Pound
Small – approximately 18 gallons		
Medium – approximately 30 gallons		
Large – approximately 43 gallons		
Additional charge for locking container		
DISPOSABLE SHARPS CONTAINERS (OPTIONAL) – PER CONTAINER RATE		
Approximate Container Size		Per Container Rate
Small – approximately 5 quarts		
Medium – approximately 2 gallons		
Large – approximately 3 gallons		

PRICING FORM CONTINUED ON NEXT PAGE

Bid # 0725-004: Medical & Pharmaceutical Waste Disposal Services
Hamilton County, TN

OTHER CHARGES –MEDICAL WASTE		
Description		Price
Fee for unscheduled pickup outside of normal scheduled route		
Fee for scheduled pickup without waste		
Fee if Contracting Party driver must remove barriers to access waste		
Fee if Contracting Party driver is delayed 20 minutes or more due to actions by the County		
PHARMACEUTICAL WASTE DISPOSAL PRICING – PER CONTAINER RATE		
Approximate Container Size	List Max Weight If Applicable	Per Container Rate
RCRA (P&U) 1 – approximately 8 gallons		
RCRA (P&U) 1 – approximately 18 gallons		
Non-Haz 1 – approximately 8 gallons		
Non-Haz 1 – approximately 18 gallons		
OTHER CHARGES – PHARMACEUTICAL WASTE		
Description		Price
Fee for scheduled pickup without waste		
Fee if Contracting Party driver must remove barriers to access waste		
Fee if Contracting Party driver is delayed 20 minutes or more due to actions by the County		
LAB PACK		
Description		Price
Formulary reviews (first 3,000 line items include at no cost – provide pricing if more than 3,000 line items)		
Consultation (first 25 hours include at no cost – provide pricing if more than 25 hours is required)		
OTHER CHARGES – OPTIONAL TRAINING		
Description		Price
Training – water cooler session up to one hour annually		
Training – RCRA regulation training up to three hours annually		

C. DOCUMENTATION REQUIRED WITH BID SUBMISSION

Mark each required document listed below as included with your bid submission packet.

INCLUDED	DESCRIPTION
	Required list of references with contact information – must supply a list of three (3) organizations for which similar type work has been satisfactorily completed within the last thirty-six (36) months (see VII. EXPERIENCE REQUIREMENTS AND REFERENCES)
	Sample Certificate of Insurance (see XII. MINIMUM LIMITS OF INSURANCE)
	Original signed hard copy bid submission packet
	Signed copy of Certificate of Compliance (page 10)
	Authorization to Bind signed by an authorized contracting agent for your company (page 11)

D. EXCEPTIONS

List below any additional exceptions not indicated elsewhere in the bid submission – identify section number for each exception listed. Attach additional pages as necessary. If none, list “N/A”.

SECTION	EXCEPTION DETAILS

Bid # 0725-004: Medical & Pharmaceutical Waste Disposal Services
Hamilton County, TN

E. VENDOR INFORMATION

Complete each item below. The County will prepare contracts as well as issue purchase orders and payments for the successful Contractor using the name exactly as it appears in the bid submission. Therefore, it is absolutely necessary that the Contractor submit the bid using the correct and complete legal name.

Vendor Information		
Company Name		
Company Address		
Bid Submitted By		(print)
		(title)
		(signature)
Email		
Phone		
Fax		
Delivery (days after receipt of order)		
Payment terms		
Account Contact	Name	
	Email	
	Phone	
Billing Contact	Name	
	Email	
	Phone	

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Bidder/Proposer does hereby make certification and assurance, under penalty of perjury, of the Bidder's/Proposer's compliance with all provisions of this BID as well as the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. that to the best of its knowledge and belief the Bidder/Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed from disbarment, declared ineligible or voluntarily exclude from participation in this transaction by any federal department of agency;
6. that to the best of its knowledge and belief that each Bidder/Proposer is not on the list create pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. the apparent successful Bidder/Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax;
8. Hamilton County's Disadvantaged Business Enterprise guidelines;
9. the Drug Free Workplace statement;
10. the condition that the submitted bid/proposal was independently arrived at, without collusion, under penalty of perjury; and
11. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this bid.
12. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE GENERAL PROCUREMENT TERMS AND CONDITIONS

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the terms quote, bid or proposal are also used interchangeably and refer to the submission in response to any solicitation.

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

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

- 12. BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in submission preparation and subsequent negotiations with Hamilton County, if any.
- 13. BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid submission deadline, unless otherwise indicated in the solicitation specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
- 14. BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
- All bids are to be F.O.B. Hamilton County, TN. All responses to any solicitation become the property of Hamilton County.
- Bids/Proposals submitted via e-mail or facsimile machine are unacceptable unless expressly stated in the solicitation specifications.
- 15. BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- 16. DISCOUNTS FOR PROMPT PAYMENT:** Bidders may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 20. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, the County will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
- 17. CODE OF ETHICS:** Hamilton County, through its Procurement Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
- 18. COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
- 19. DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in the submission being deemed non-responsive and disqualified.
- 20. DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Procurement and Fleet Management Director.

21. DELIVERY REQUIREMENTS: Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

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

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

If you would like additional information about Hamilton County's Disadvantaged Business Program please contact:

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

23. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES: Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.

24. EXCEPTIONS: Bidders taking exceptions to any part or section of the solicitation shall clearly indicate such exceptions in the submission. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the solicitation specifications and these General Terms and Conditions.

25. INDEMNIFICATIONS/HOLD HARMLESS: The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this solicitation, and agrees to defend, at his own expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.

26. IRAN DIVESTMENT ACT: By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.

27. NEW EQUIPMENT: The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*

28. NON-BOYCOTT OF ISRAEL ACT: By submission of a bid/quote/proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-1 and will not during the term of any award.

- 29. NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
- 30. NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
- 31. NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
- 32. PAYMENT TERMS:** Hamilton County payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the solicitation specifications.
- 33. PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of the solicitation has been completed. All public records pertaining to purchasing shall be open for inspection during normal business hours as scheduled in advance with the Procurement and Fleet Management Department.
- 34. PROTEST OF AWARD:** Any vendor who has submitted a timely submission in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to the County's Director of Procurement and Fleet Management. Any protest must be submitted in writing and be in the possession of the Procurement and Fleet Management Department before noon (ET) of the 2nd working day following the public recommendation of contract award.
- FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.**
- 35. QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
- 36. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement and Fleet Management Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement and Fleet Management Department *not less than seventy-two hours* prior to the time set for bid/RFP opening. These requirements also apply to specifications that are perceived to be ambiguous.
- 37. SAMPLES:** Samples of products, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
- 38. SAFETY DATA SHEETS:** After award, the successful bidder(s) will be required to provide the County with a master set of Safety Data Sheets for any applicable products.

39. **SPECIAL CIRCUMSTANCE NEGOTIATIONS:** In certain circumstances, as authorized in the Procurement Rules, after a competitive process has been utilized, the contract may be competitively negotiated and awarded.
40. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your submission.
41. **TERMINATION FOR CAUSE:** In the event of any breach of contract by the successful service provider(s), Hamilton County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Hamilton County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Hamilton County, either at law or in equity.
42. **TERMINATION FOR CONVENIENCE:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation documents. Said termination shall not be deemed a Breach of Contract.
43. **TERMINATION DUE TO NON-APPROPRIATION:** Hamilton County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year.
44. **TN COOPERATIVE PURCHASING:** Also known as piggybacking, Hamilton County reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that Hamilton County shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option.
45. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The County shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
46. **TERMS AND CONDITIONS:** In the event of a conflict between the solicitation specifications and these terms and conditions, the specifications will govern.
47. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the Hamilton County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
48. **WARRANTIES:** All warranty information must be furnished.
49. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when deemed in the best interest of Hamilton County, at the sole discretion of Hamilton County.

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

vendor registry

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Recruit Match

Recruit vendors with a few clicks and clicking the RECRUIT button below

Sealed Solicitation Details

Submissions **Analytics**

Solicitations / Recruit

Search

SELECTED

SEARCH

BUSINESS NAME

MILES

300

ZIP CODE

37404

SEARCH

Refine

VENDORS

DISTANCE

MILES

300

ZIP CODE

37404

CERTIFICATION

SUBMIT SEARCH

☐ OTHER (4)

☐ SBA 8(A) (3)

121 vendors have been notified. You can access your recruit history in the analytics tab.

OK

selecting vendors below

mail

Questions

☐ HUBZONE CERTIFIED (2)

DIVERSITY

- ☐ NONE (57)
- ☐ MINORITY OWNED (27)
- ☐ WOSB (WOMAN OWNED)
- ☐ SBE (SMALL BUSINESS EN

Success

121 vendors have been notified. You can access your recruit history in the analytics tab.

OK

MINORITY

- ☐ NONE (94)
- ☐ BLACK (21)
- ☐ MINORITY OWNED SMALL BUSINESS (2)
- ☐ NOT REPORTED (2)

more ▼

DEBARMENT

COMPLIANCE

COUNTRY

- ☐ UNITED STATES OF AMERICA (121)

STATE / PROVINCE

- ☐ GA (46)
- ☐ TN (37)
- ☐ AL (13)
- ☐ SC (13)

more ▼

COUNTY

- ☐ DEKALB COUNTY (8)
- ☐ FULTON COUNTY (8)
- ☐ DAVIDSON COUNTY (7)
- ☐ GWINNETT COUNTY (7)

more ▼

CITY

- ☐ ATLANTA (9)

- ☐ NASHVILLE (5)
- ☐ GREENVILLE (4)
- ☐ HUNTSVILLE (4)

Success

121 vendors have been notified. You can access your recruit history in the analytics tab.

OK

SELECT VENDORS FOR RECRUITMENT

QUIT SELECTED VENDORS

Showing results 101-121 of 121

<input checked="" type="checkbox"/>									
<input checked="" type="checkbox"/>	SWS Environmental Services	Kelli Faddis	kelli.faddis@swsenvironmental.com	Knoxville	Knox County	TN	None	None	
<input checked="" type="checkbox"/>	TalentAnswers	Keema Small	ksmall@talentanswers.com	Atlanta	Fulton County	GA	EDWOSB (Economically Disadvantage Women Owned Small Business) Minority Owned SBE (Small Business Enterprise) SLBE (Small Local Business Enterprise) WBE (Women Business Enterprise) WOSB (Woman Owned Small Business)	Black	
<input checked="" type="checkbox"/>	TERRA-The Electronics Reuse & Recycling Alliance	Steven Napoli	snapoli@jointerra.org	Nashville	Davidson County	TN	None	None	
<input checked="" type="checkbox"/>	The FMRT Group	Rebecca Kepley	rebecca@fmrt.org	Winston-Salem	Forsyth County	NC		None	
<input checked="" type="checkbox"/>	TPM Inc	Christopher Cunningham	tpmtn@tpm-group.com	Nashville	Davidson County	TN	None	None	
			csmith@trihaz.com	Huntsville	Madison County	AL	None	None	

Success

121 vendors have been notified. You can access your recruit history in the analytics tab.

OK

<input checked="" type="checkbox"/>	TriHaz Solutions	Abigail Byars						SLBE (Small Business Enterprise)	None	
<input checked="" type="checkbox"/>	TriStar Bin Cleaning	Matthew						None	None	
<input checked="" type="checkbox"/>	urban voice	Jermaine Harper	jermainedharper@gmail.com	chattanooga	Hamilton County	TN	Minority Owned None	Black		
<input checked="" type="checkbox"/>	Veolia ES Technical Solutions LLC	Albert Williams	albert.williams@veolia.com	College Park	Clayton County	GA	None	None		
<input checked="" type="checkbox"/>	Vine Disposal LLC	David Magel	dmagel@vinedisposal.com	Norcross	Gwinnett County	GA		None		
<input checked="" type="checkbox"/>	Walker Pharmacy and Gifts, Inc	Jordan Walker	jordan.walker@walkerrx.com	Statesboro	Bulloch County	GA	SLBE (Small Local Business Enterprise)	None		
<input checked="" type="checkbox"/>	Waste Management	Lisa Mays	lmays@wm.com	Memphis	Shelby County	TN		None		
<input checked="" type="checkbox"/>	Waste Management	Terry Hill	thill2@wm.com	Huntsville	Madison County	AL	None	None		
<input checked="" type="checkbox"/>	Waste Management	Michelle Towe	mtowe@wm.com	Antioch	Davidson County	TN	None	None		
<input checked="" type="checkbox"/>	Waste Management	Angie Serrett	sparker2@wm.com	Franklin	Williamson County	TN		None		
<input checked="" type="checkbox"/>	Waste Management	Clark Schmidt	cschmid2@wm.com	Antioch	Davidson County	TN	None	None		
<input checked="" type="checkbox"/>	Waste Pro of TN	Joshua Vickery	jvickery@wasteprousa.com	Memphis	Shelby County	TN	None	None		
<input checked="" type="checkbox"/>	Waste Pro USA	Ginny Butcher	gbutcher@wasteprousa.com	Athens	Clarke County	GA		None		
<input checked="" type="checkbox"/>	WestMed	George	george.west@westmeddisposal.com	Woodstock	Bibb County	AL		None		
<input checked="" type="checkbox"/>	Y T Medical	Hamad	hansfx35@gmail.com	Canton	Cherokee County	GA	None	Not Reported		

Success

121 vendors have been notified. You can access your recruit history in the analytics tab.

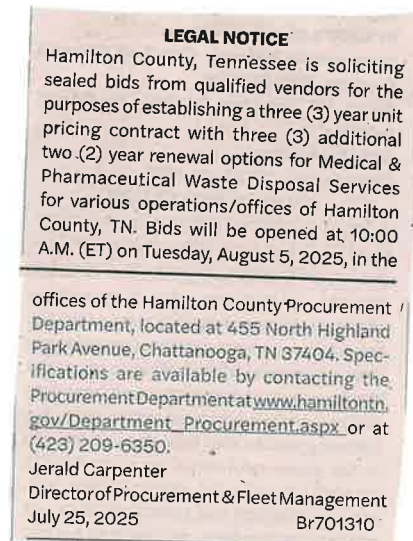
OK

Please run the attached ad on Friday, July 25, 2025

LEGAL NOTICE

Hamilton County, Tennessee is soliciting sealed bids from qualified vendors for the purposes of establishing a three (3) year unit pricing contract with three (3) additional two (2) year renewal options for Medical & Pharmaceutical Waste Disposal Services for various operations/offices of Hamilton County, TN. Bids will be opened at 10:00 A.M. (ET) on Tuesday, August 5, 2025, in the offices of the Hamilton County Procurement Department, located at 455 North Highland Park Avenue, Chattanooga, TN 37404. Specifications are available by contacting the Procurement Department at www.hamiltontn.gov/Department_Procurement.aspx or at (423) 209-6350.

Jerald Carpenter
Director of Procurement & Fleet Management





Hamilton County Board of Commissioners

RESOLUTION

No. 825-26

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A LEASE AGREEMENT BETWEEN HAMILTON COUNTY AND THE CITY OF SODDY-DAISY FOR PROPERTY LOCATED AT 9531 WEST RIDGE TRAIL ROAD, SODDY-DAISY, TENNESSEE.

WHEREAS, The Hamilton County Health Department - Sequoyah Health Center, located at 9531 West Ridge Trail Road, has ceased operations and was vacated on June 30, 2025; and

WHEREAS, The City of Soddy-Daisy has a desire to utilize and operate the former Sequoyah Health Center property as a community center for its area residents; and,

WHEREAS, Annual rent would be set in the amount of \$10.00 with an initial term of forty (40) years commencing on the Effective Date. These terms enable the City of Soddy-Daisy the ability to pursue grants and other external funding to assist with building modifications. Soddy-Daisy would assume all maintenance and financial responsibility for the property; and

WHEREAS, it is in the best interest of Hamilton County to enter into and execute a Lease Agreement with the City of Soddy-Daisy, for the aforementioned lease space, allowing for community gathering space to benefit its residents.

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

That the County Mayor is hereby authorized to enter into and execute that certain Lease Agreement and or all documents necessary, between Hamilton County and the City of Soddy-Daisy, for space located at 9531 West Ridge Trail, Soddy-Daisy, Tennessee, with said Lease commencing on Effective Date for a term of forty (40) years.

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

August 20, 2025
Date

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**"), made to be effective this ____ day of _____, 2025 (the "**Effective Date**"), by and between **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("**Landlord**"), and the **CITY OF SODDY-DAISY, TENNESSEE** ("**Tenant**").

W I T N E S S E T H:

Landlord leases and demises to Tenant, and Tenant hereby leases and rents from Landlord, the former Health Center building located at 9531 W Ridge Trail Road being more particularly described as part of Hamilton County Map Parcel 066M D 014, for a term of forty (40) years, (the "**Premises**").

The following stipulations are hereby declared to be provisions of this Lease, and shall, unless otherwise expressly stated, be applicable at all times throughout the term of this Lease and any extensions or renewals thereof:

1. Term and Rental.

(a) The term hereof shall begin upon the Effective Date and shall expire on the day before the fortieth (40th) anniversary thereof, unless renewed or extended.

(b) Tenant shall pay an annual gross rental to Landlord for the Premises in the **amount** of Ten and 00/100 Dollars (\$10.00). Tenant shall pay annual gross rentals in advance, without notice or demand therefor, prior to the first day of each lease year. Tenant will also pay as additional rent all other amounts, liabilities and obligations which Tenant herein assumes or agrees to pay, and in the event of any failure on the part of Tenant to pay any such amounts, liabilities or obligations, Landlord shall have all rights, powers and remedies provided for herein in the case of nonpayment of a monetary obligation. Rental for partial months shall be prorated on a per diem basis.

(c) All rental payments to Landlord shall be payable and sent to Landlord in accordance with the payment instructions Landlord may from time to time provide in writing.

2. **Tenant's Fixtures; Alterations.** Tenant shall be permitted to install, use on and about, and remove (subject to repairing all damage caused by such removal) at any time or times all equipment, signs and trade fixtures installed by Tenant. Tenant shall not make any additions, alterations or modifications to any buildings or other improvements located on the Premises without the written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant may not make any wall or roof penetrations, paint or install any appliances without Landlord's written consent.

3. **Casualty.** In the event of any damage or casualty to the Building, Landlord shall have the option of either terminating this Lease after which the parties shall be released from further obligations hereunder, or repairing and restoring the Premises to the condition existing prior to the event of damage or casualty insofar as reasonably possible. Tenant shall be solely responsible for insuring its personal property, equipment and trade fixtures located at the Premises.

4. **Repairs.** Tenant shall police the Premises for trash and keep the Premises in a neat

and clean condition. Tenant shall be solely responsible for the maintenance, groundskeeping, repairs, including major repairs or replacement of the Premises. Tenant shall promptly notify Landlord of the need for any repairs.

5. **Condemnation.**

(a) In the event the Premises shall be taken or in the event the Premises are rendered unusable by Tenant during the term of this Lease or any extension or renewal thereof for any public or quasi-public use under any governmental law, ordinance, regulation or by right of eminent domain, or shall be sold to the condemning authority under threat of condemnation (any of such events being hereinafter referred to as a "taking"), Tenant shall have the option of terminating this Lease as of a date no earlier than the date of such taking, such termination date to be specified in a notice of termination to be given to Landlord not less than fourteen (14) days prior to the date on which possession of the Premises, or part thereof, must be surrendered to the condemning authority or its designee.

(b) In the event of a taking pursuant to the terms of subparagraph (a) above, and Tenant does not elect to terminate this Lease, or in the event of a taking which does not give rise to a right to terminate, Landlord may elect to either terminate this Lease or, to the extent of Landlord's award from such taking (which word "award" shall include any settlement, or purchase price under a sale in lieu of condemnation) promptly restore, replace or repair the Premises and all buildings and improvements thereon, to the same condition as existed immediately prior to such taking insofar as is reasonably possible.

(c) In the event of a taking, any award attributable to the Premises and all buildings and improvements thereon shall be paid to Landlord. Nothing herein shall affect Tenant's rights to any awards from the condemnor for (i) moving or similar expenses, (ii) Tenant's loss, damage or inconvenience to its business, and (iii) attorneys' and appraisers' fees and other costs, expenses and allowances.

6. **Utilities.** Tenant shall pay for all utility charges serving the Premises.

7. **Quiet Enjoyment.** Landlord covenants and warrants that Landlord has good and marketable title in fee simple to the Premises, and that Tenant shall have and enjoy full, quiet and peaceful possession of the Premises, the appurtenances and all rights, easements and privileges incidental thereto subject to the provisions of this Lease and any easements, restrictions, reservations and other instruments of record applicable to the Premises. Tenant acknowledges that it has inspected the Premises and accepts the same "As Is." Tenant assumes responsibility for the safety of the Premises and for the suitability of the Premises for Tenant's use. Landlord makes no warranties, express or implied, regarding the condition of the Premises and its suitability for any particular purpose or use.

8. **Default.**

(a) Default in the performance of any covenant, agreement, obligation or condition herein, or breach of any warranty or representation herein by Tenant, or voluntary institution of any insolvency proceedings or steps, as debtor or insolvent, on the part of Tenant, or involuntary insolvency proceedings brought against Tenant which are not dismissed within sixty

(60) days or failure by Tenant to maintain its not-for-profit status with the State of Tennessee, shall entitle Landlord, at its option, to terminate this Lease, if after giving notice to Tenant of such intention to terminate, setting forth the ground thereof, Tenant does not within ten (10) days in case of a monetary default and within thirty (30) days in case of other defaults, remedy such ground or grounds for termination. Landlord may, at its option, and in lieu of its other rights and remedies, correct such default and charge the reasonable cost thereof to Tenant, which charge shall constitute a legal and valid debt of Tenant. Upon any such termination for default of Tenant, Landlord, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons and tenants property therefrom without being deemed guilty of any manner of trespass.

(b) In addition to the foregoing rights, Landlord shall have such other and further rights as are allowed by law or in equity or which are otherwise provided in this Lease. Failure to exercise any right hereunder on any one or more occasions shall not be deemed a waiver of such right or any subsequent right. In the event Tenant is in default in the performance of any term, covenant, agreement or condition contained in this Lease, Tenant shall reimburse Landlord for all costs and expenses, including without limitation, court costs and reasonable attorney's fees incurred by Landlord in protecting its interests, regardless of whether litigation is involved.

9. **Notices.** All notices herein provided for shall be in writing and sent by hand delivery or registered or certified mail, postage fully prepaid, return receipt requested, or by a nationally recognized overnight courier service, or by electronic mail (receipt verified) to Landlord at Hamilton County, Tennessee, Attn: Lynn Mansfield, 4005 Cromwell Road, Chattanooga, TN 37421, Email: LynnM@HamiltonTN.gov, or any other place designated by Landlord, if directed to it or, if directed to Tenant, at Soddy-Daisy City Hall, 9835 Dayton Pike, Soddy-Daisy, TN 37379, attention: City Manager. Any party may change its address for notices by written notice in like manner as provided in this paragraph. Notice for purposes of this Lease shall be deemed given upon actual receipt.

10. **Liability Insurance.** Tenant shall maintain, at its own expense, public liability insurance covering the Premises for the joint benefit of Tenant and Landlord, with coverage of not less than \$2,000,000.00 per occurrence for personal injury, including death, and \$1,000,000.00 per occurrence for property damage. A certificate of such insurance shall be delivered to Landlord showing Landlord as an additional insured (or if elected by Landlord, loss payee) and shall also provide that the subject policy may not be canceled except upon not less than thirty (30) days advance notice to Landlord. If at any time Tenant shall fail to maintain the insurance required hereby, Landlord may at its option do all things necessary to obtain such insurance and any monies expended by Landlord for such purpose shall be payable by Tenant.

11. **Holding Over.** Tenant shall peacefully surrender possession of the Premises to Landlord at the expiration, or earlier termination, of this Lease. Any holding over by Tenant of the Premises after the expiration of this Lease shall operate and be construed as a tenancy from month to month only, subject, however, to all other provisions of this Lease.

12. **Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, neither party shall be liable to the other for damage to or destruction of the property of the other resulting from fire, explosion, or other hazard coverable by comprehensive property insurance with

extended coverage, however caused, whether or not by the negligence of such party (which term includes officers, employees, agents and invitees), and each party hereby expressly releases the other from all liability for or on account of any such damage or destruction, regardless of whether such party is insured against any such loss, and if insured, whether fully or partially. Each party shall procure if necessary all such endorsements to any such insurance carried by it as will fully protect the other from any right of subrogation and liability in the event of such loss.

13. **Successors and Assigns.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

14. **Entire Agreement.** This Lease contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest. This Lease shall be interpreted and enforced in accordance with the laws of the State of Tennessee.

15. **Genders.** Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter. The paragraph headings of this Lease are for purposes of ease of reference and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions thereof.

16. **Assignment and Subletting.** Tenant shall have the right to assign this Lease or sublet the Premises to any other party only with the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

17. **Subordination; Estoppel Letters.** This Lease and Tenant's interest and rights hereunder shall at all times be subordinate to any mortgage, deed of trust or other security instrument now or hereafter covering the Premises and Tenant agrees to attorn to any mortgagee, creditor or secured party who shall succeed to Landlord's interest in this Lease. This subordination shall be effective without the necessity of any further documentation evidencing such. Notwithstanding the foregoing, Tenant shall at the request of Landlord execute an instrument evidencing such subordination. Tenant shall upon request promptly execute estoppel letters in form and content reasonably acceptable to Tenant regarding this Lease and its operations hereunder.

18. **Permitted Uses: Compliance with Laws.** Tenant shall have the right to use the Premises for its municipal purposes, and all uses incidental thereto, subject to applicable zoning code and any reasonable rules Landlord may establish from time to time. Tenant may use the Premises for any other lawful use with prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant will, at its expense, ensure that the Premises at all times comply with all local, state, and federal law, including in strict compliance with all Environmental Laws. As used herein, the term "Environmental Laws" shall mean any and all applicable laws, regulations, and judicial opinions (federal, state, and local) pertaining to Hazardous Materials or that otherwise deal with, or relate to, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind; and "Hazardous Materials" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and regardless of whether air-borne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is or becomes regulated by any Environmental Law.

19. **Indemnification.** To the extent allowed by applicable state law, Tenant shall indemnify and hold Landlord harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence of Tenant, its contractors, agents, invitees or employees, or arising from (i) any injury or death of persons whomever or damage to any property whatsoever arising out of the condition of the Premises or any part thereof or the use or occupancy of the Premises or any part thereof by the Tenant or by any other person or persons; (ii) any injury or death of persons or damage to property occurring elsewhere arising out of the business and/or negligent actions, omissions or willful misconduct of Tenant, its employees, contractors or agents; (iii) the failure of Tenant to perform fully and faithfully the obligations and observe the conditions of this Lease; (iv) the negligence or otherwise tortious actions of Tenant or any of its employees, agents, contractors, invitees or visitors at or about the Premises or elsewhere within Landlord's property; and (v) any environmental liability imposed upon Landlord as a result of an act or omission of Tenant (or its employees, agents, contractors and/or invitees). Notwithstanding anything in this Lease to the contrary, under no circumstance shall Landlord be liable to Tenant for consequential, indirect, or special damages or for loss of business, income or profits for any claims, demands, actions, or expenses arising out of or in connection with this Lease. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises, the Building or elsewhere from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's obligations under this paragraph shall survive termination or expiration of this Lease.

20. **Entry By Landlord.** Tenant shall permit Landlord, or Landlord's agents or employees, to enter, inspect and examine the Premises, or to show the Premises to persons wishing to rent or purchase the Premises at any time.

21. **Authority.** Tenant shall provide to Landlord, upon execution of this Lease, evidence that the person signing this Lease on behalf of Tenant has the authority to do so.

22. **Common Areas.** Tenant and its authorized employees and invitees shall have the right to use, on a non-exclusive basis and in common with all others granted such rights by Landlord and subject to Landlord's rights set forth in this Lease, in a proper and lawful manner, the common pedestrian walkways, sidewalks and parking lots serving the Building as specifically designated by Landlord (collectively, the "**Common Areas**"), subject to the terms of this Lease and to such reasonable rules, regulations, limitations and requirements as Landlord may from time to time prescribe with respect thereto. Landlord shall have the right to temporarily close the Common Areas for maintenance purposes and to close permanently any areas previously designated as Common Areas or to make changes to Common Areas, provided that any such closure or changes do not unreasonably interfere with Tenant's access to and operation of the Premises. In no event will Landlord be liable to Tenant for any interruption in the availability of any Common Areas to Tenant or Tenant's authorized employees or invitees.

23. **Broker.** Each party covenants, warrants, and represents that there are no brokers involved in this Lease. Each party agrees to and hereby does defend, indemnify, and hold the other harmless against and from any brokerage commissions or finder's fees or claims therefor by a party claiming to have dealt with the indemnifying party and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonably attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of this Lease for any reason.

24. **Survival of Obligations.** Upon the expiration and termination of this Lease, neither party shall have any further obligation or liability to the other except as otherwise expressly provided in this Lease and except for such obligations as, by their nature or under the circumstances can only be, or by the provisions of this Lease, may be performed after such expiration or other termination.

25. **Time.** Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state, county, city or town in which the Premises is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday.

26. **Force Majeure.** Landlord shall not be liable for damages arising from its failure to comply with the provisions of this Lease or to perform its obligations hereunder as a result of mechanical breakdown, accident, emergency, natural disaster, design deficiency, strike, insurrection or civil disorder, unavailability of sufficient quantities of electricity or water, acts of God, acts of terrorism, acts of war, pandemics, public health emergencies, or any other reason beyond the reasonable control of Landlord.

27. **Waiver of Jury Trial.** LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and date first above written.

LANDLORD:

Hamilton County, Tennessee

By: _____

Print Name: _____

Title: _____

TENANT:

City of Soddy-Daisy, Tennessee

By: _____

Print Name: _____

Title: _____



Hamilton County Board of Commissioners

RESOLUTION

No. 825-27

A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE HAMILTON COUNTY, TENNESSEE, ZONING RESOLUTION REGULATING DEVELOPMENT WITHIN THE UNINCORPORATED AREA OF HAMILTON COUNTY, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Section A. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-101 through 13-7-115, Tennessee Code Annotated delegated the responsibility to the county legislative body to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Hamilton County, Tennessee, Mayor and Board of Commissioners, do resolve as follows:

Section B. Findings of Fact

1. The Hamilton County, Tennessee, Mayor, and its Legislative Body wish to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of unincorporated Hamilton County, Tennessee, are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. Statement of Purpose

It is the purpose of this Resolution to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Resolution is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. Objectives

The objectives of this Resolution are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in flood prone areas;
6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a flood prone area;
8. To maintain eligibility for participation in the NFIP.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Resolution shall be interpreted as to give them the meaning they have in common usage and to give this Resolution its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Resolution, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Resolution or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see **"Special Flood Hazard Area"**.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or "Emergency Program" means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Resolution which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Resolution.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or resolution adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or resolution adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see **"Existing Construction"**.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Floodprone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or "Flood-related Erosion Prone Area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the Hamilton County, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Letter of Map Change (LOMC)" means an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

"Letter of Map Amendment (LOMA)" An amendment based on technical data showing that a property was incorrectly included in a designated special flood

hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.

"Conditional Letter of Map Revision Based on Fill (CLOMR-F)" A

determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

"Letter of Map Revision Based on Fill (LOMR-F)" A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

"Conditional Letter of Map Revision (CLOMR)" A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

"Letter of Map Revision (LOMR)" Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Resolution.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Resolution, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Resolution and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this resolution or the effective date of the initial floodplain management resolution and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see **"Base Flood"**.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Resolution, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Resolution.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Resolution is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. GENERAL PROVISIONS

Section A. Application

This Resolution shall apply to all areas within the unincorporated area of Hamilton County, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the Unincorporated areas of Hamilton County, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47065C0010H, 47065C0015H, 47065C0020H, 47065C0030H, 47065C0040H, 47065C0045H, 47065C0093H, 47065C0094H, 47065C0095H, 47065C0105H, 47065C0107H, 47065C0109H, 47065C0111H, 47065C0115H, 47065C0116H, 47065C0117H, 47065C0118H, 47065C0119H, 47065C0130H, 47065C0135H, 47065C0140H, 47065C0145H, 47065C0205H, 47065C0206H, 47065C0207H, 47065C0209H, 47065C0212H, 47065C0213H, 47065C0214H, 47065C0217H, 47065C0218H, 47065C0226H, 47065C0227H, 47065C0228H, 47065C0229H, 47065C0231H, 47065C0235H, 47065C0236H, 47065C0237H, 47065C0239H, 47065C0241H, 47065C0243H, 47065C0245H, 47065C0255H, 47065C0260H, 47065C0264H, 47065C0265H, 47065C0268H, 47065C0270H, 47065C0310H, 47065C0319H, 47065C0326H, 47065C0327H, 47065C0328H, 47065C0336H, 47065C0338H, 47065C0339H, 47065C0356H, 47065C0357H, 47065C0359H, 47065C0367H, 47065C0369H, 47065C0378H, 47065C0379H, 47065C0380H, 47065C0381H, 47065C0383H, 47065C0384H, 47065C0386H, 47065C0387H, 47065C0388H, 47065C0389H, 47065C0391H, 47065C0392H, 47065C0393H, 47065C0394H, 47065C0425H, 47065C0432H, 47065C0452H, 47065C0456H, 47065C0476H, 47065C0477H, 47065C0481H, 47065C0482H, 47065C0501H, 47065C0502H, 47065C0510H, 47065CIND1C dated November 28, 2025 along with all supporting technical data, are adopted by reference and declared to be a part of this Resolution.

Section C. Requirement for Development Permit

A development permit shall be required in conformity with this Resolution prior to the commencement of any development activities.

Section D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Resolution and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Resolution is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Resolution conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Resolution, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Resolution is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Resolution does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Resolution shall not create liability on the part of Hamilton County, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Resolution or any administrative decision lawfully made hereunder.

Section H. Penalties for Violation

Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this resolution or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Hamilton County, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. ADMINISTRATION

Section A. Designation of Resolution Administrator

The Director of Building Inspection, for the unincorporated area of Hamilton County, Tennessee, is hereby appointed as the Administrator to implement the provisions of this Resolution.

Section B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage
 - a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Resolution.
 - b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Resolution.
 - c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
 - d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

- e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
- An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall

be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

Section C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Resolution have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Resolution.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the Hamilton County, Tennessee FIRM meet the requirements of this Resolution.
11. Maintain all records pertaining to the provisions of this Resolution in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Resolution shall be maintained in a separate file or marked for expedited retrieval within combined files.
12. A final Finished Construction Elevation Certificate (the latest edition of FEMA Elevation Certificate Form) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the

permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Resolution, shall meet the requirements of "new construction" as contained in this Resolution;

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Resolution, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both

sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
 - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least

equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).

- c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- 1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or

floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;

2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.
3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
2. A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.
3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.

3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within Hamilton County, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. Standards For Areas of Shallow Flooding (Zone AO)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article IV, Section B(1) (c) and Article V, Section B(2).
3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section G. Standards For Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section H. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section I. Standards for Unmapped Streams

Located within the Hamilton County, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.
3. ONLY if Article V Section I, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

ARTICLE VI. VARIANCE PROCEDURES

Section A. Board of Zoning Appeals

1. Authority

The unincorporated area of Hamilton County, Tennessee Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Resolution.

2. Procedure

Meetings of the Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Board of Zoning Appeals shall be open to the public. The Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Board of Zoning Appeals shall be set by the Legislative Body.

3. Appeals: How Taken

An appeal to the Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Resolution. Such appeal shall be taken by filing with the Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of **(\$105.00)** dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than **(14)** days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Resolution.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The Hamilton County, Tennessee Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Resolution.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Resolution to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Resolution, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Resolution, the Regional Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Resolution.
 - 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. Conditions for Variances

- 1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
- 2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Resolutions.
- 3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- 4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. LEGAL STATUS PROVISIONS

Section A. Conflict with Other Resolutions

In case of conflict between this Resolution or any part thereof, and the whole or part of any existing or future Resolution of the unincorporated area of Hamilton County, Tennessee, the most restrictive shall in all cases apply.

Section B. Severability

If any section, clause, provision, or portion of this Resolution shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Resolution which is not of itself invalid or unconstitutional.

Section C. Effective Date

This Resolution shall become effective on November 28, 2025, the public welfare demanding it.

Approved and adopted by the Hamilton County, Tennessee, Mayor and Legislative Body.

Date

Mayor of Hamilton County, Tennessee

Attest: _____
County Clerk

Date of Public Hearing

Date of Publication of
Caption and Summary

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-28

(P.C. NO. 2025-0103)

**A RESOLUTION TO REZONE FROM R-2 URBAN RESIDENTIAL
DISTRICT TO C-5 NEIGHBORHOOD COMMERCIAL DISTRICT
FOR THE PROPERTY LOCATED AT 5515 MAIN STREET**

WHEREAS, Josh and Melissa Cain petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-2 Urban Residential District to C-2 Local Business Commercial District for the property located at 5515 Main Street, and said Planning Commission after hearing recommended that this petition for C-2 Local Business Commercial District be denied and that a rezoning of C-5 Neighborhood Commercial District be approved; and

WHEREAS, Josh and Melissa Cain requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on August 20, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from R-2 Urban Residential District to C-5 Neighborhood Commercial District for the property located at 5515 Main Street. An unplatted tract of land located at 5515 Main Street being the property described in Deed Book 13541, Page 484 ROHC. Tax Map Number 132P-H-002 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date



Zoning Change Application Form

CASE NUMBER: 2025-0103		Date Submitted: 05/19/2025	
Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed			
1 Applicant Request			
Rezoned From: R-2		Rezoned To: C-2	Total acres in request area: 0.50
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
None			
4 Property Information			
Property Address: 5515 Main St		Property Tax Map Number: 132P-H-002	
5 Proposed Development			
Reason for request/Project description:		For later building a commercial structured	
6 Site Characteristics			
Current Use:		vacant	
Adjacent Uses:		Commercial and Residential	
7 Applicant Information			
Name: Josh and Melissa Cain of MJ LLC			
Address (street, city, state, zip): 6407 Snow Hill Road, Ooltewah, TN 37363			
Phone: 423-280-8533		Email: cain.josh@hotmail.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input checked="" type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: <u>See Submitted Application</u>		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 2		
Municipality: Hamilton County	Planning District: 12	Neighborhood: None	
County Commission District: 10	City Council District: 0		
PC meeting date: July 14, 2025	Application processed by: Jennifer Ware		
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

2025-0103 Hamilton County
July 14, 2025

RESOLUTION

WHEREAS, Josh and Melissa Cain petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the rezoning from R-2 Urban Residential District to C-2 Local Business Commercial District for the property located at 5515 Main Street.

An unplatted tract of land located at 5515 Main Street being the property described in Deed Book 13541, Page 484 ROHC. Tax Map Number 132P-H-002 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on July 14, 2025,

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

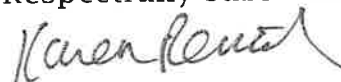
AND WHEREAS, there was no one present in opposition to the petition,

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

AND WHEREAS, the Planning Commission has determined that the request is not compatible with the adopted 2019 White Oak Mountain Area Plan; however, the C-5 Neighborhood Commercial District would be compatible with the White Oak Mountain Area Plan, adjacent land uses and development form of the area.

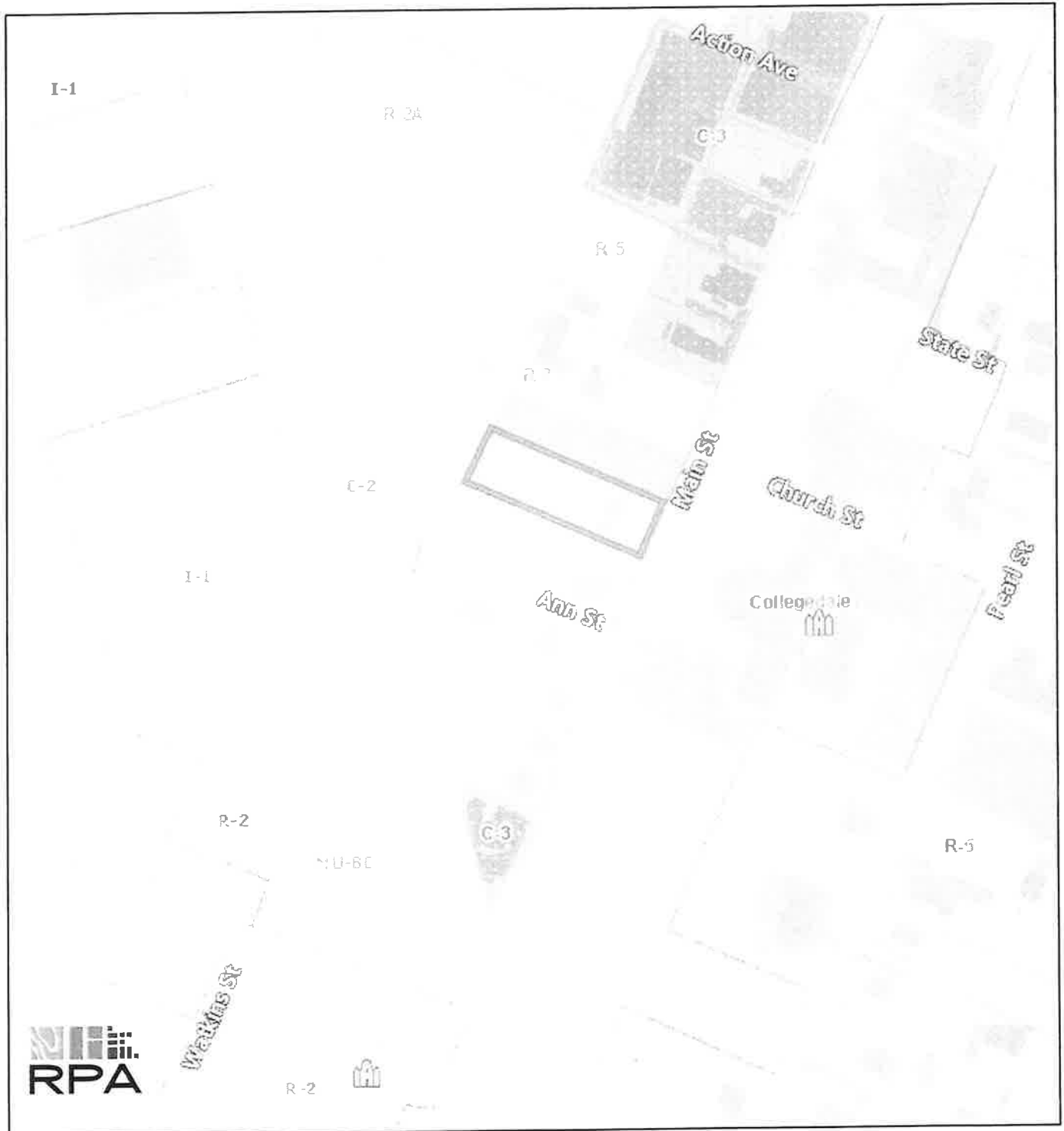
NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on July 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be denied for the C-2 Local Business Commercial District and recommends to approve the C-5 Neighborhood Commercial District.

Respectfully submitted,



Karen Rennich
Interim Executive Director

2025-0103 Rezoning from R-2 to C-2



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0103: Deny C-2 and Approve C-5.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025-0103	PC MEETING DATE: July 14, 2025	APPLICANT: Josh and Melissa Cain
PROPERTY OWNER(S): MJ LLC	PROPERTY ADDRESS: 5515 Main Street	TAX MAP PARCEL ID: 132P-H-002
SIZE OF REQUEST AREA: 0.50 acres	JURISDICTION: Hamilton County	REQUEST: Rezone from R-2 to C-2
REASON FOR REQUEST/PROJECT DESCRIPTION: For later building a commercial structure		

LAND USE, DENSITY & PLAN RECOMMENDATION

EXISTING LAND USE Vacant Land	ADJACENT LAND USES <u>North:</u> Church Parking Lot <u>East:</u> Church <u>South:</u> Single-Unit Detached Residential <u>West:</u> Park	NEIGHBORHOOD CONTEXT Suburban
TRANSPORTATION/ACCESSIBILITY There is no CARTA fixed route transit in the area.	NATURAL RESOURCES N/A	LAND USE PLAN RECOMMENDATION 2019 Area 12 White Oak Mountain Plan; Village Center

ZONING

PRESENT ZONING R-2 Urban Residential District	ADJACENT ZONING <u>North:</u> R-2 <u>East:</u> C-2 (Collegedale) <u>South:</u> R-2 <u>West:</u> C-2 (Collegedale)	EXTENSION OF ZONE No
ZONING HISTORY	<ul style="list-style-type: none"> There is no recent zoning history for the site. Case 1986-0280 rezoned 5608 Watkins St (north of site) from C-3 to R-5 (Resolution #1186-24). 	

OTHER DEPARTMENT COMMENTS

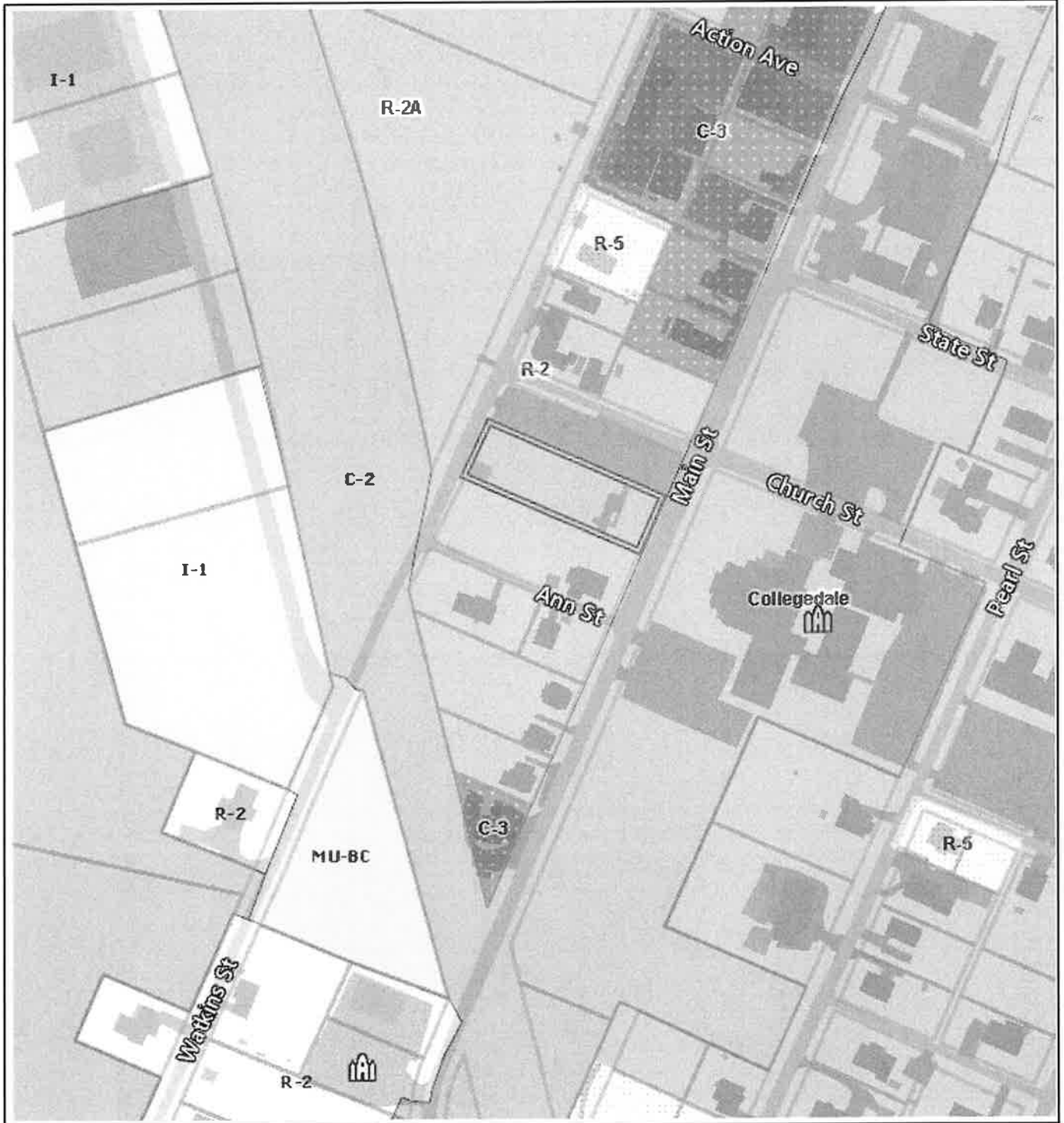
No other department provided comments for this case.

STAFF REVIEW

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT LAND USES	<p>The site is surrounded by institutional and residential land uses. There are no commercial uses immediately surrounding the site. There is C-3 zoned property two blocks north of the site.</p> <p>The C-2 District permits high intense commercial uses such as auto-oriented, warehousing, hospitals, radio and television broadcasting stations, and hotels. These uses could provide nuisances to adjacent residential property.</p> <p>Staff recommends denying the C-2 Local Business Commercial District and approving the C-5 Neighborhood Commercial District to ensure compatibility with the adjacent land uses.</p>
COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT ZONING	<p>There is C-2 zoned property adjacent to the east and west of the site. These properties are located in Collegedale municipal limits and the zoning standards are different than the proposed C-2 district in unincorporated Hamilton County.</p>
THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY	<p>The development trend of the area is suburban with a 1-story single-unit detached dwellings with individual driveways, a 2-story church with multiple curb cuts and a paved parking lot, and a baseball field.</p>

	<p>The form changes to commercial and industrial west of the site across the railroad tracks along Jetrail Dr.</p>
<p>THE CONSISTENCY OF THE PROPOSED AMENDMENT WITH ADOPTED LAND USE/AREA PLAN POLICIES</p>	<p>The 2019 Area 12 White Oak Mountain Plan recommends Village Center Place Type for the site. The Village Center is a small, clustered, commercial center surrounded by residential uses that typically supports rural communities within a 10-minute drive. The Village Center is pedestrian-friendly and supports a mix of uses including retail and restaurants (typically less than 5,000 square feet), residences, places of worship, and civic uses. Buildings are typically smaller with a grocery store being the largest. Villages Centers should include a civic space for social gathering as well as a centralized location for future public transportation connections to other areas of Hamilton County.</p> <p>Primary Uses: retail shops; restaurants; offices; residential (1-to-8-unit residential structures); accessory dwelling units; personal services; bed & breakfast; inns; short term vacation rental.</p> <p>Secondary Uses: multi-unit residential over 8 units/structure; small scale artisanal; auto service/repair, commercial structures (over 5,000 sf); short term vacation rentals.</p> <p>The C-5 Neighborhood Commercial Zone is more appropriate to meet the Place Type requirements than the C-2 Local Business Commercial District.</p>
<p>STAFF RECOMMENDATION</p>	
<p>The request is not compatible with the White Oak Mountain Area Plan, adjacent residential land uses, and development form. The C-2 Local Business Commercial District will introduce a higher intense land use and form to the area.</p>	
<p>The C-5 Neighborhood Commercial District is more appropriate at this location because it complies with the White Oak Mountain Area Plan goals and permits neighborhood serving commercial uses that are limited to 5,000 sf in size. The C-5 District is compatible with the adjacent land uses, development form, and Area 12 Plan. The C-5 Neighborhood Commercial District prohibits the following: billboards, bars, lounges, drive-thru trade, liquor stores, adult oriented establishments, outdoor sales, vehicle sales and rentals, vehicle repair, manufacturing, and warehousing.</p>	
<p>Staff recommends denying the C-2 Local Business Commercial District and approving the C-5 Neighborhood Commercial District.</p>	

2025-0103 Rezoning from R-2 to C-2



2025-0103 Rezoning from R-2 to C-2





Emily Wood <ewood@chattanooga.gov>

Rezoning application

7 messages

Courtney Nicholson <Office@caindevelopment.org>
 To: "rezoningapplications@chattanooga.gov" <rezoningapplications@chattanooga.gov>
 Cc: Josh Cain <josh@caindevelopment.org>, "leathaeaveshomes@gmail.com" <leathaeaveshomes@gmail.com>

Fri, May 16, 2025 at 1:39 PM

Please see attached rezoning application.

The Cain's plan on rezoning property and conducting a feasibility study. The rezoning will help determine the overall scope of the subject property. The property is located directly on Main Street in Ooltewah, TN. Several lots and structures along this road are presently being used as commercial. The subject property has sewer connection available on rear of property that joins Watkins Street.

Thanks,
 Courtney Nicholson
 Cain Development LLC

5 attachments

- Deed.pdf**
174K
- CRS Property Report for 5515 MAIN ST.pdf**
878K
- Parcel Report (2).pdf**
5024K
- Application.pdf**
1176K
- LLC paperwork.pdf**
1306K

Emily Wood <ewood@chattanooga.gov>
 To: Courtney Nicholson <Office@caindevelopment.org>
 Cc: "rezoningapplications@chattanooga.gov" <rezoningapplications@chattanooga.gov>, Josh Cain <josh@caindevelopment.org>, "leathaeaveshomes@gmail.com" <leathaeaveshomes@gmail.com>

Fri, May 16, 2025 at 1:53 PM

Hello,

I don't see a site plan showing the proposed use. Also, the property card is not attached. I attached it to this email for your reference.

Thanks,

Emily Wood, AICP
 Principal Planner
 Chattanooga - Hamilton County Regional Planning Agency
 Address: 1250 Market Street, Suite 2000
 Chattanooga, TN 37404
 Email: ewood@chattanooga.gov
 Office: 423-643-5939
 Website: www.hcrrpa.org



[Quoted text hidden]

- Hamilton County Unofficial Property Card - Main St.pdf**
81K

Josh Cain <josh@caindevelopment.org>
 To: Emily Wood <ewood@chattanooga.gov>, Courtney Nicholson <Office@caindevelopment.org>
 Cc: "rezoningapplications@chattanooga.gov" <rezoningapplications@chattanooga.gov>, "leathaeaveshomes@gmail.com" <leathaeaveshomes@gmail.com>

Fri, May 16, 2025 at 2:07 PM

Emily,

We don't have a plan in place right now for a planned proposal of use. This will be determined upon rezoning. We're planning on performing a feasibility study once we have it rezoned. This lot is in an area with a lot of commercial around it, and it really doesn't seem realistic to keep it residential. Please feel free to reach out to me anytime 423-280-8533
 Thanks Josh Cain

Get Outlook for iOS

From: Emily Wood <ewood@chattanooga.gov>
Sent: Friday, May 16, 2025 1:53:56 PM
To: Courtney Nicholson <Office@caindevelopment.org>
Cc: rezoningapplications@chattanooga.gov <rezoningapplications@chattanooga.gov>; Josh Cain <josh@caindevelopment.org>; leathaeaveshomes@gmail.com <leathaeaveshomes@gmail.com>
Subject: Re: Rezoning application

[Quoted text hidden]

Emily Wood <ewood@chattanooga.gov>
 To: Josh Cain <josh@caindevelopment.org>

Fri, May 16, 2025 at 2:28 PM

GISMO 5

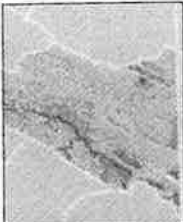


50.00 100.00 feet
 NAD 1983 StatePlane Tennessee, FIPS 4100, Feet
 © 1999 Geographics Group, LLC

1
 Disclaimer: This map is intended for reference only and is not to be used for any other purpose. The map is not a substitute for a legal survey. The map is not a substitute for a legal survey. The map is not a substitute for a legal survey.

DISCLAIMER
 The plan submitted as part of a rezoning application is for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the rezoning application does not constitute an approval of the development plan. The rezoning application is not a substitute for a legal survey. The map is not a substitute for a legal survey. The map is not a substitute for a legal survey.

Legend
 Address Labels
 Parcels



Note: No Existing Structure or Driveway (egress/Ingress) at this time.
 5515 Main Street Ooltewah, TN



Hamilton County Board of Commissioners

RESOLUTION

No. 825-29

(P.C. NO. 2025-0107)

**A RESOLUTION TO AMEND CONDITION NUMBER 1 FROM HAMILTON
COUNTY RESOLUTION NUMBER 324-30B OF PREVIOUS CASE NUMBER
2024-0028 FOR PROPERTY LOCATED AT 9101 AMOS ROAD**

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks petitioned the Chattanooga-Hamilton County Regional Planning Commission to amend Condition Number 1 and Condition Number 4 from Hamilton County Resolution Number 324-30B of previous Case Number 2024-0028 for property located at 9101 Amos Road, and said Planning Commission after hearing recommended that this petition be denied and approve amending Condition Number 1 only; and

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on August 20, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:
That the zoning regulations of Hamilton County be amended, *to amend Condition Number 1 from Hamilton County Resolution Number 324-30B of previous Case Number 2024-0028 for property located at 9101 Amos Road subject to conditions: 1) Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road; 2) A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear; 3) Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base; 4) The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height; 5) No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road; 6) A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there; 7) The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed; 8) Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas; 9) A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined; 10) The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department; 11) The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.* An unplatted tract of land located at 9101 Amos Road, being the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 as shown on the attached map.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date



Lift/Amend Conditions Application Form

CASE NUMBER: 2025-0107		Date Submitted: 05/19/2025					
Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed							
1 Applicant Request							
<input type="checkbox"/> Lift Condition		<input checked="" type="checkbox"/> Amend Condition					
Resolution/Ordinance Number: HC Res 324-30B							
Previous Case Number: 2024-0028							
2 Property Information							
Property Address: 9101 Amos Rd		Property Tax Map Numbers 123-003					
3 Proposed Development							
Reason for request/ Project description		Hamilton County Board of Zoning Appeals Height Variance Approval Case #24-009 Dated 10/09/2024					
4 Site Characteristics							
Current Zoning:		R-1, R-3 & C-5					
Current Use:		Agricultural/Residential					
Adjacent Uses:		Agricultural/Residential					
5 Applicant Information							
Name: Brooks Dairy Inc c/o Phillip Brooks							
Address (street, city, state, zip): 9127 Snow Hill Rd, Ooltewah, TN 37363							
Phone 1: 423-503-1804		Email: tnmilk@icloud.com					
Primary Contact (if different than applicant information): Mike Price with MAP Engineers							
Address (street, city, state, zip): 7380 Applegate Ln, Chattanooga, TN 37421							
Phone: 423-855-5554		Email: mikeprice@epbfi.com , btabor@epbfi.com					
<input checked="" type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.							
6 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name:							
Address (street, city, state, zip):							
Phone:		Email:					
7 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See submitted application		Date:					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$150	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs			Number of notice signs: 2			
Municipality: Hamilton County		Planning District: 9		Neighborhood: None			
County Commission District: 9		City Council District: 0					
PC meeting date: July 14, 2025		Application processed by: Jennifer Ware					
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			

2025-0107 Hamilton County
July 14, 2025

RESOLUTION

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission to amend Condition Number 1 and Condition Number 4 from Hamilton County Resolution Number 324-30B of previous Case Number 2024-0028 for property located at 9101 Amos Road.

An unplatted tract of land located at 9101 Amos Road, being the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on July 14, 2025,

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

AND WHEREAS, there was opposition present to the petition,

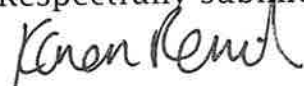
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposed request is not compatible with the adopted 2007 Wolftever Creek Area Plan, adjacent land uses and development form of the area; however, the rezoning request with conditions was approved in 2024 by the Hamilton County Commission and amending condition number 1 was appropriate.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on July 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be denied per the applicant's request and recommend to approve amending condition number 1 only. The following list includes all other conditions: 1) Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road; 2) A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted

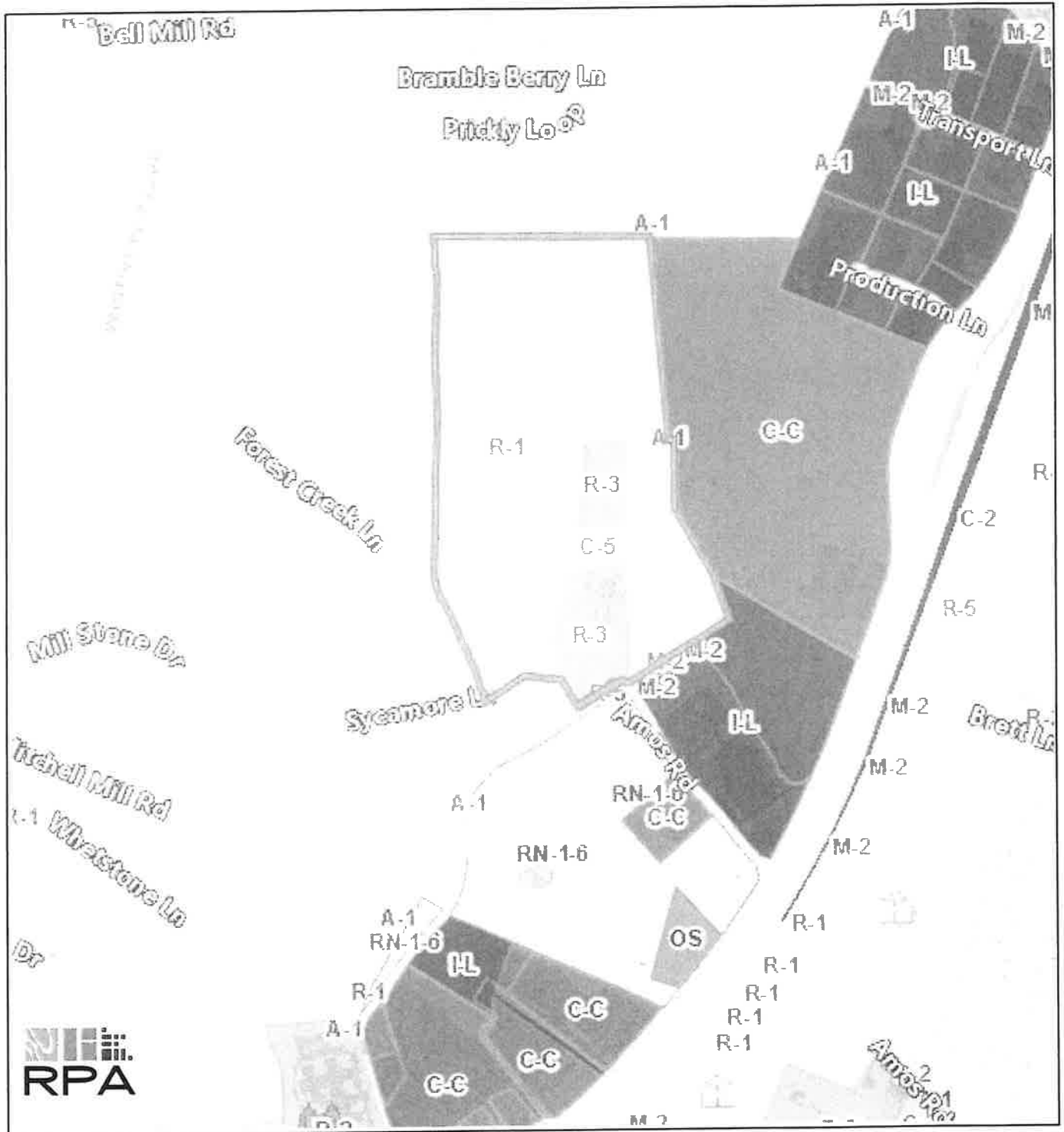
buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear; 3) Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base; 4) The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height; 5) No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road; 6) A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there; 7) The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed; 8) Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas; 9) A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined; 10) The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department; 11) The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Karen Rennich", written over a horizontal line.

Karen Rennich
Interim Executive Director

2025-0107 Amend Conditions



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0107: Approve, subject to the conditions in the Planning Commission Resolution.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2025-0107	PC MEETING DATE: July 14, 2025	APPLICANT: Brooks Dairy Inc c/o Phillip Brooks
PROPERTY OWNER: Brooks Dairy Inc c/o Phillip Brooks	PROPERTY ADDRESS: 9101 Amos Road	TAX MAP PARCEL ID: 123-003
SIZE OF PROPERTY: 77.34 acres	JURISDICTION: Hamilton County	REQUEST: Amend Conditions

SUMMARY OF REQUEST: The applicant is requesting to amend condition #1 & 4 from Resolution #324-30B. This case is associated with 2025-0106 and 0108 to rezone property and amend a Planned Unit Development. The applicant is proposing the following amendments to the conditions:

- Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road; and
- The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height and 50 feet in height as per approved by the Hamilton County Board of Zoning Appeals on 9/25/24, Case #2024-009

PROPERTY DESCRIPTION

EXISTING LAND USE	SURROUNDING LAND USES	TRANSPORTATION	NATURAL RESOURCES
Vacant Agricultural	<u>North:</u> Single-Unit Residential <u>East:</u> Medical Office/Vacant Land <u>South:</u> Ooltewah High School <u>West:</u> Single-Unit Residential	Amos Road is a local road. Snow Hill Road is a major collector. The site is not served by CARTA.	A portion of the farm is in the 100 and 500-year floodplain. A portion of Rogers Branch runs north and south along the site.

ZONING

ZONING HISTORY

- Cases 2024-0028 & 0029 rezoned the site from A-1 & R-5 to R-1, R-3, and C-5 with conditions and it received a Special Permit for a Planned Unit Development. Staff recommended to deny because the request was not compatible with the adopted land use plan, adjacent land uses, and development form. The Planning Commission recommended to approve with conditions. The rezoning case was approved with the following conditions. The PUD was approved with no conditions.
 - Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road;
 - A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed;
 - Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base;
 - The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height;
 - No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road;
 - A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there;

7. The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed;
8. Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas;
9. A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined;
10. The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department;
11. The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

OTHER DEPARTMENT COMMENTS

No other department provided comments for this case.

DISCUSSION OF STAFF RECOMMENDATION

☐ Yes ☐ No ☐ See Comments

COMPATIBILITY WITH ADOPTED AREA/NEIGHBORHOOD PLANS

The site is located in the Wolftever Creek Area Plan (2007) which recommends **Very Low Intensity Residential** for the site. These sites are primarily located at the southern portion of Snow Hill Road and the category is intended to protect those areas with larger lot residential development either separate from or as part of a Planned Unit Development.

The plan notes this designation limits residential density based on the following factors:

- The prevalence of rolling topography and extended vistas, are attractive and desirable amenities for residents and visitors to Hamilton County.
- The prevailing development form of larger lots is already well-established.
- The limited capacity of Snow Hill Road coupled with traffic generated by Ooltewah High School and increasing residential
- development create traffic congestion along Snow Hill Road. Residents in this area have few options other than utilizing Snow Hill Road to access Lee Highway and I-75. Limiting residential densities to two (2) units per acre or less will help reduce the number of vehicle trips generated by new development.
- To help preserve the scenic beauty of this area, residential development should be limited to single-family detached housing unless the development is included in a PUD. In this case, townhouses and other attached housing are acceptable as long as the PUD consists primarily of single-family detached housing with an overall density of 2.0 units per acre or less. Densities in excess of 2.0 units per acre should only be considered if the development will preserve substantial areas of open space.

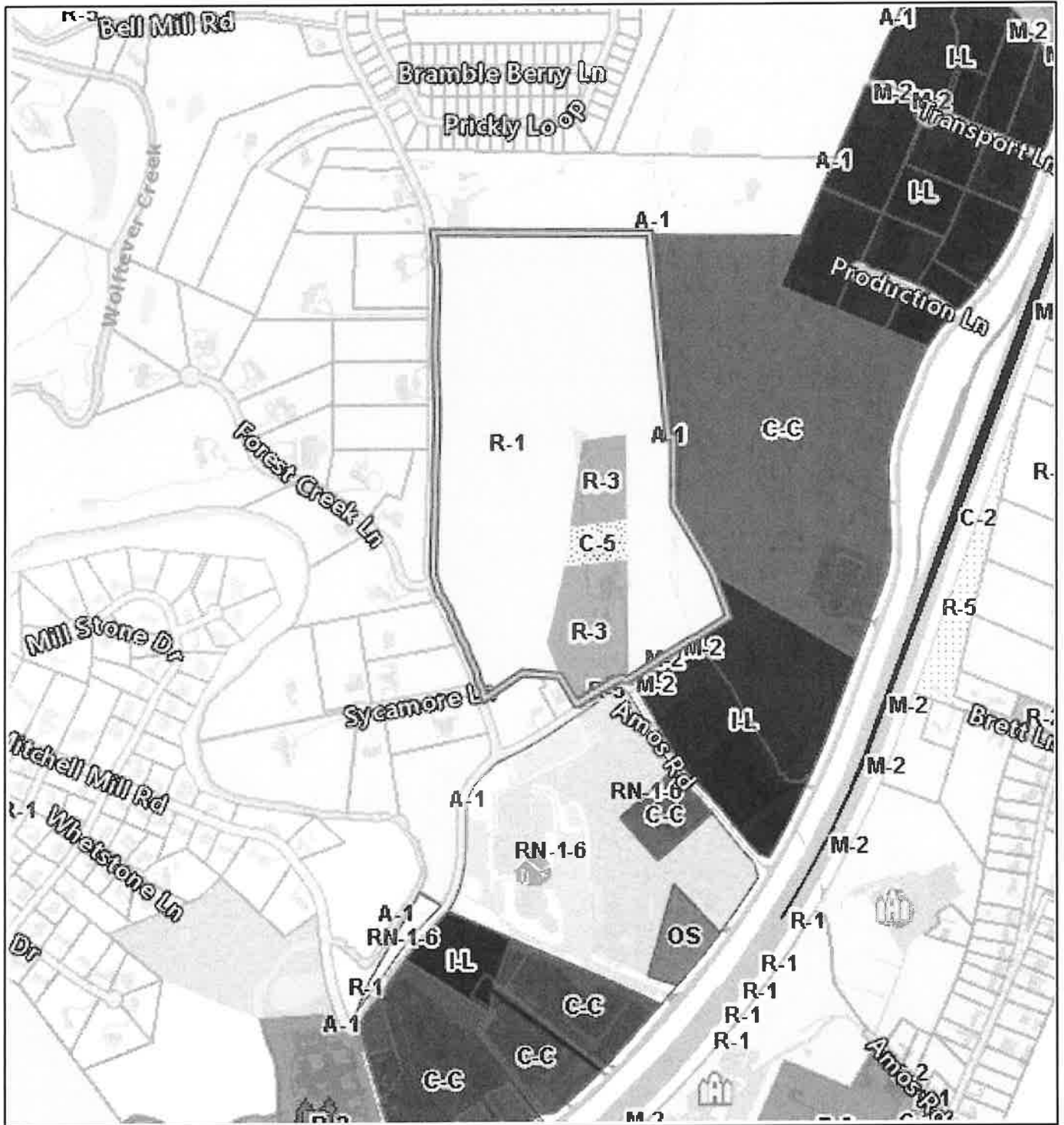
The plan also notes that PUDs should retain a substantial buffer between the centerline of Snow Hill Road and interior dwelling units. Attached housing units within the PUD should be sited to the interior of the development.

	<p>This site is located in Focus Area 3 within the Wolftever Creek Area Plan. The plan states that this node is one of the few locations within the study area that has public infrastructure in place or planned to readily accommodate substantial levels of higher intensity uses. The plan notes that higher intensity development should extend north along Mountain View Road past the Ooltewah High School campus and the Christway Community Church across Amos Road to the location of the proposed Memorial Health Site. To avoid undue impact on residences, high intensity development should remain south of Amos and Snow Hill Roads.</p> <p>Plan Hamilton, currently in draft form, recommends a Suburban Residential Place Type for this site. That Place Type does speak to height "The Suburban Residential Place Type has a predominantly low intensity, single-family detached, residential development pattern, especially within the same block. Some moderate density residential development, such as small lot houses or attached townhomes, may exist, but are located on a major street or near a transit route or school. When next to lower density residential development, this moderate intensity infill development maintains the existing rhythm and feel of the street. Factors that play into this rhythm and feel include lot width, setbacks, building massing, and height." There are no other buildings taller than 2-stories near the site.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<p>COMPATIBILITY WITH ADJACENT LAND USES</p> <p>The site is surrounded by single-unit residential, office, and Ooltewah High School. The applicant is not proposing to amend any of the conditions related to uses.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<p>COMPATABILITY WITH DEVELOPMENT FORM</p> <p>The surrounding development form is large, single-unit residential development to the west and north of the site with lots ranging from 0.20 to multiple acres, a large tract of land with a medical office, and the Ooltewah High School campus with associated accessory buildings and parking areas.</p> <p>The applicant is proposing to amend the height condition to allow for a 50' tall building. There are no other buildings taller than 2-stories near the site. The amended condition will introduce a new development form to the rural area.</p>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<p>CONCERNS WITH NUISANCES SUCH AS LOCATION, PARKING, & NOISE</p> <p>The applicant is proposing to amend the height condition to allow for a 50' tall building. There are no other buildings taller than 2-stories near the site. The amended condition will introduce a new development form to the rural area.</p>
STAFF RECOMMENDATION	
<p>Staff recommends to approve the amendment to condition #1 to add Amos Road to the roadway dedication. Staff recommends to deny the amendment to condition #4 to allow construction of a 50' tall building. The County Commission originally approved the rezoning request with a condition of 3 stories. Staff agrees that this building height maximum is more appropriate for the rural area.</p>	
<p>Staff recommends denying the applicant's request and approving amending condition #1 only. The following list includes all other conditions.</p> <ol style="list-style-type: none"> 1. Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road; 2. A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear 	

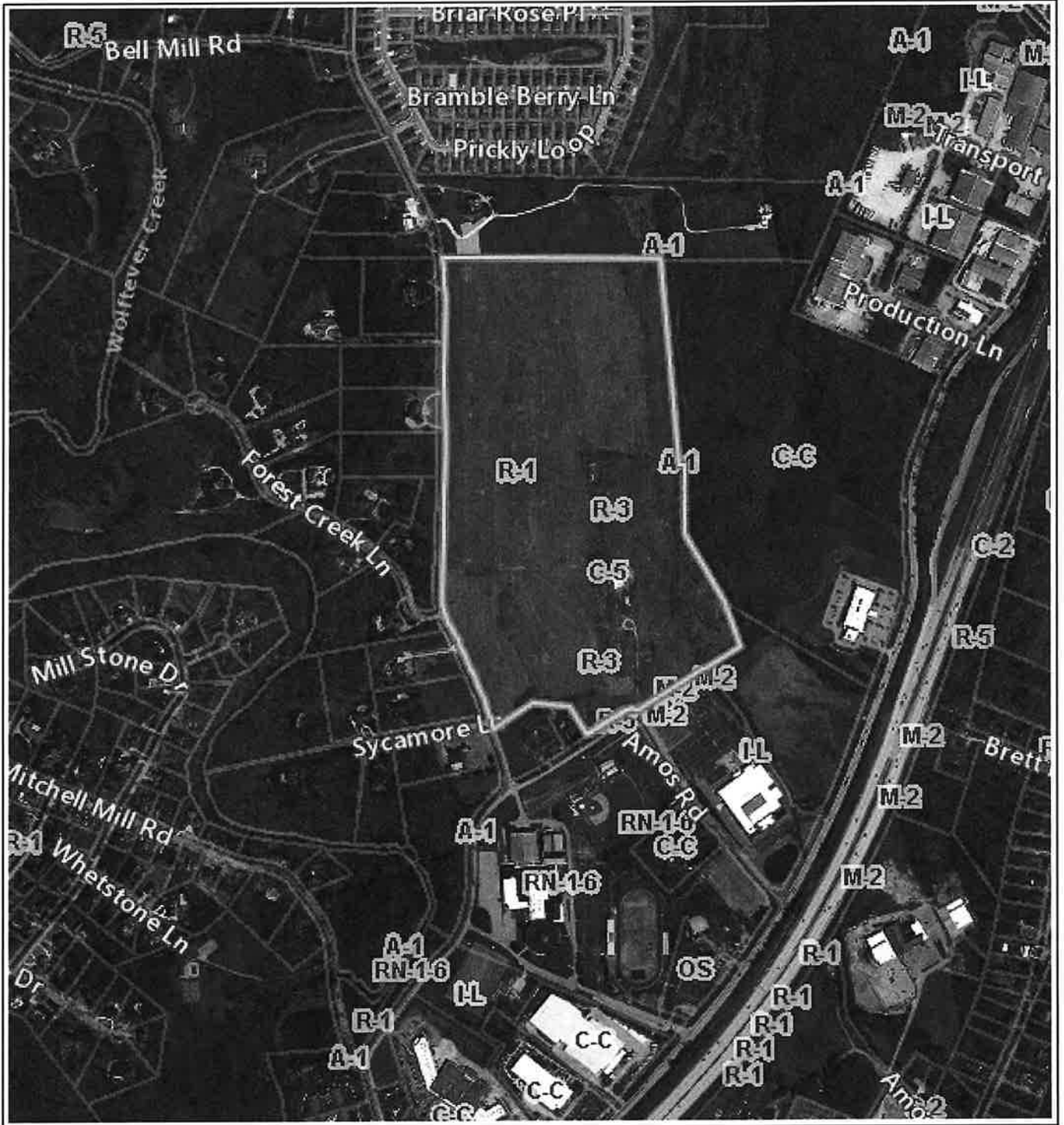
feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed;

3. Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base;
4. The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height;
5. No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road;
6. A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there;
7. The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed;
8. Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas;
9. A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined;
10. The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department;
11. The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

2025-0107 Amend Conditions



2025-0107 Amend Conditions





Emily Wood <ewood@chattanooga.gov>

9101 Amos Road (MAP# 23-191)

Brett Tabor <BTabor@epbfi.com>

Wed, May 28, 2025 at 11:52 AM

To: Bryan Shults <bshults@chattanooga.gov>, Emily Wood <ewood@chattanooga.gov>

Cc: Mike Price <mikeprice@epbfi.com>, McCall Price <mccallprice@epbfi.com>

Bryan and Emily,

We needed to correct the conditions list on the site plan and the wording of the amended conditions request, see attached.

Condition #1 regarding right-of-way dedication, we added "and Amos Road" to the end of the statement.

Condition #4 regarding the R-3 area building height, the text "and shall not exceed three (3) stories in height" should remain, and we have added "and fifty feet (50') in height as per approved by the Hamilton County Board of Zoning Appeals on 9/25/24, Case # 24-009."

Thanks,

--

Brett Tabor, QSI

MAP ENGINEERS

7380 Applegate Lane

Chattanooga, TN 37421

Phone: (423) 855-5554

Fax: (423) 485-8110

Email: btabor@epbfi.com



23191_Z-1_05-08-25.pdf

2150K



Hamilton County Board of Commissioners RESOLUTION

No. 324-30B

(P.C. NO. 2024-0028)

**A RESOLUTION TO REZONE FROM R-5 SINGLE WIDE
MANUFACTURED HOME DISTRICT & A-1 AGRICULTURAL
DISTRICT TO R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT, R-3
MULTI-FAMILY RESIDENTIAL DISTRICT, & C-5 NEIGHBORHOOD
COMMERCIAL DISTRICT WITH CONDITIONS FOR THE PROPERTY
LOCATED AT 9101 AMOS ROAD**

WHEREAS, Thrive Senior Living, LLC c/o Jeramy Ragsdale petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-5 Single Wide Manufactured Home District & A-1 Agricultural District to R-1 Single-Family Residential District, R-3 Multi-Family Residential District, & C-5 Neighborhood Commercial District with conditions for the property located at 9101 Amos Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Thrive Senior Living, LLC c/o Jeramy Ragsdale requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on March 20, 2024, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended, subject to the following conditions: 1) Developer shall dedicate ten feet (10') of right-of-way along the entire frontage of the development fronting Snow Hill Road; 2) A fifty foot (50') planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The fifty foot (50') planted buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1. The planted buffer shall provide a minimum of ten (10) two inch (2") caliper trees at the time of planting, for every one hundred (100) linear feet of buffer parallel with Snow Hill Road, not including the areas where two (2) entrances to Snow Hill Road are proposed; 3) Lighting to be directed away from all residential areas. No street or parking light poles within the development may exceed twenty feet (20') in height as measured from the pole base; 4) The two (2) buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed three (3) stories in height; 5) No homes or buildings within the development shall be located any closer than sixty-five feet (65') to the proposed right-of-way of Snow Hill Road and seventy-five feet (75') of the right-of-way of Amos Road; 6) A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there; 7) The development shall provide a ten foot (10') wide type C, planted buffer along the northern property boundary where homes are proposed to be constructed; 8) Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one

specific tree species constituting more than thirty-three percent (33%) of the total number of trees planted within the buffer areas; 9) A minimum fifteen acres (15) shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity area(s), retention ponds, walking trails, benches and other uses to be determined; 10) The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department; 11) The development shall be an age restricted community. The community shall adhere to eight percent (80%) of the units/homes must have at least one (1) resident aged fifty-five (55) or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged fifty-five (55) or older. The community must follow HUD's age verification rules, to rezone from R-5 Single Wide Manufactured Home District & A-1 Agricultural District to R-1 Single-Family Residential District, R-3 Multi-Family Residential District, & C-5 Neighborhood Commercial District with conditions for the property located at 9101 Amos Road.

To be rezoned R-1 Single-Family Residential District: Part of an unplatted tract of land located at 9101 Amos Road excepting that portion requested to be rezoned R-3 Multi-Family Residential District or C-5 Neighborhood Commercial District by this case. To find the beginning of the excepted portion start at the southeast corner of Tax Map Number 123-003, thence southwest along the south line of said parcel 786.15 feet to the true point of beginning, thence northeast 684.10 feet to a point, thence continuing northeast 188.90 feet to a point, thence continuing northeast 485.75 feet to a point, thence southwest 247.66 feet to a point, thence southeast 56.43 feet to a point, thence southwest 425.49 feet to a point, thence southwest 181.93 feet to a point, thence southwest 269.43 feet to a point, thence southwest 263.24 feet to a point, thence southeast 165.85 feet to a point, thence southeast 205.68 feet to a point, thence northeast 266.36 feet to a point, thence following a curve in the north line of the 9100 block of Amos Road some 65.44 feet to the northwest corner of Tax Map Number 123-007.04, thence northeast along the north line of said Tax Map some 9 feet to the southeast corner of Tax Map Number 123-003, being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

To be rezoned R-3 Multi-Family Residential District (part 1): To find the point of beginning start at the southeast corner of Tax Map Number 123-003, thence southwest along the south line of said parcel 786.15 feet to the true point of beginning, thence northeast 684.10 feet to a point, thence southeast 299.44 feet to a point, thence southwest 269.43 feet to a point, thence southwest 263.24 feet to a point, thence southeast 165.85 feet to a point, thence southeast 205.68 feet to a point, thence northeast 266.13 feet to a point, thence following a curve in the north line of the 9100 block of Amos Road some 68.74 feet to a point, being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

To be rezoned R-3 Multi-Family Residential District (part 2): To find the point of beginning start at the southeast corner of Tax Map Number 123-003, thence southwest along the south line of said parcel 786.15 feet to a point, thence northeast 684.10 feet to a point, thence continuing northeast 188.90 feet to a point, being the true point of beginning, thence northeast 485.75 feet to a point, thence southwest 247.66 feet to a point, thence southeast 56.43 feet to a point, thence southwest 425.49 feet to a point, thence northeast 287.60 feet to a point, being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

To be rezoned C-5 Neighborhood Commercial District with conditions: To find the point of beginning start at the southeast corner of Tax Map Number 123-003, thence southwest along the south line of said parcel 786.15 feet to a point, thence northeast 684.10 feet to a point, being the true point of beginning thence continuing northeast 188.90 feet to a point, thence southwest

287.60 feet to a point, thence southwest 181.93 feet to a point, thence southeast 299.44 feet to a point, being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

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

Approved:

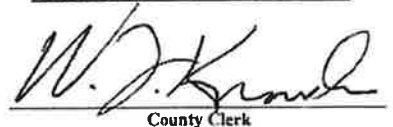
Rejected:

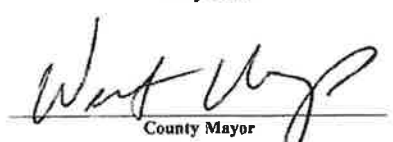
Approved:

Vetoed:

CERTIFICATION OF ACTION




County Clerk


County Mayor

March 20, 2024

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-30

(P.C. NO. 2025-0106)

**A RESOLUTION TO REZONE FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT,
R-3 MULTI-FAMILY RESIDENTIAL DISTRICT AND C-5 NEIGHBORHOOD
COMMERCIAL DISTRICT WITH CONDITIONS TO A-1 AGRICULTURAL DISTRICT,
R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT, R-3 MULTI-FAMILY RESIDENTIAL
DISTRICT AND C-5 NEIGHBORHOOD COMMERCIAL DISTRICT WITH
CONDITIONS FOR PROPERTY LOCATED AT 9101 AMOS ROAD**

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions to A-1 Agricultural District, R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions for property located at 9101 Amos Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on August 20, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended, to *approve to A-1 Agricultural District with no conditions and recommends to approve with conditions for the R-3, R-1 and C-5 zoned area: 1) Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road; 2) A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed; 3) Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base; 4) The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height; 5) No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road; 6) A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there; 7) The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed; 8) Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas; 9) A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined; 10) The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department; and 11) The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident*

aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules, to rezone from R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions to A-1 Agricultural District, R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions for property located at 9101 Amos Road. To be rezoned A-1 Agricultural District: Part of an unplatted tract of land located at 9101 Amos Road, beginning at the southeast corner of Tax Map Number 123-004.01 thence northeast 180.88 feet to the northeast corner of said parcel, thence southeast 34.75 feet to a point, thence southeast 180.88 feet to a point, thence southwest 34.75 feet to a point being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map. To be rezoned C-5 Neighborhood Commercial District: Part of an unplatted tract of land located at 9101 Amos Road, beginning at the southeast corner of Tax Map Number 123-004.01 thence northeast 265.83 feet along the south line of Tax Map Number 123-003 to a point, thence following a curve along said line 68.74 feet to a point, thence continuing along said line 68 feet to a point, thence northeast 704 feet to a point, being the point of beginning, thence continuing northeast 175 feet to a point, thence northwest 305 feet to a point, thence southwest 175 feet to a point, thence east 305 feet to a point 704 feet north of the south line of Tax Map Number 123-003 being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map. To be rezoned R-3 Multi-Family Residential District: Part of an unplatted tract of land located at 9101 Amos Road, beginning at the southeast corner of Tax Map Number 123-004.01 thence northwest 180.88 feet to a point, thence northwest 89 feet to a point, thence northeast 161 feet to a point, thence northeast 183 feet to a point, thence northeast 145 feet to a point, thence north 256 feet to a point, thence east 335 feet to a point, thence south 704 feet to a point, thence southwest 68 feet to a point, thence southwest along a curve 68.74 feet to a point, thence southwest 265.83 feet to a point to the southeast corner of Tax Map Number 123-004.01 being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map. To be rezoned or remain R-1 Single-Family Residential District: All that part of an unplatted tract of land located at 9101 Amos Road, which is not being rezoned A-1, C-5 or R-3 and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date



Zoning Change Application Form

CASE NUMBER: 2025-0106		Date Submitted: 05/19/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: R-1, R-3 & C-5	Rezoned To: A-1, R-1, R-3, C-5	Total acres in request area: 4.2	
2 Applicant Requested Conditions		Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
Retain existing conditions from Resolution 324-30B, except with amendment to conditions #4			
4 Property Information			
Property Address: 9101 Amos Rd		Property Tax Map Number: 123-003	
5 Proposed Development			
Reason for request/Project description:	Modification of PUD layout due to dedication of land to adjoining properties.		
6 Site Characteristics			
Current Use:	Agricultural/Residential		
Adjacent Uses:	Agricultural/Residential		
7 Applicant Information			
Name: Brooks Dairy Inc c/o Phillip Brooks			
Address (street, city, state, zip): 9127 Snow Hill Rd, Ooltewah, TN 37363			
Phone: 423-503-1804		Email: tnmilk@icloud.com	
Primary Contact (if different than applicant information): Mike Price with MAP Engineers			
Address (street, city, state, zip): 7380 Applegate Ln, Chattanooga, TN 37421			
Phone: 423-855-5554		Email: mikeprice@epbfi.com, btabor@epbfi.com	
<input checked="" type="checkbox"/>	If the Applicants Information is the same as the Property Owners, please check the box to the left.		
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 2		
Municipality: Hamilton County	Planning District: 9	Neighborhood: None	
County Commission District: 9	City Council District: 0		
PC meeting date: July 14, 2025	Application processed by: Jennifer Ware		
Staff Recommendation :	PC Action/Date:	Legislative Action/Date/Ordinance:	

2025-0106 Hamilton County
July 14, 2025

RESOLUTION

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission the rezoning from R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions to A-1 Agricultural District, R-1 Single-Family Residential District, R-3 Multi-Family Residential District and C-5 Neighborhood Commercial District with Conditions for property located at 9101 Amos Road.

To be rezoned A-1 Agricultural District: Part of an unplatted tract of land located at 9101 Amos Road, beginning at the southeast corner of Tax Map Number 123-004.01 thence northwest 180.88 feet to the northeast corner of said parcel, thence southeast 34.75 feet to a point, thence southeast 180.88 feet to a point, thence southwest 34.75 feet to a point being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part)

To be rezoned C-5 Neighborhood Commercial District: Part of an unplatted tract of land located at 9101 Amos Road, beginning at the southeast corner of Tax Map Number 123-004.01 thence northeast 265.83 feet along the south line of Tax Map Number 123-003 to a point, thence following a curve along said line 68.74 feet to a point, thence continuing along said line 68 feet to a point, thence northeast 704 feet to a point, being the point of beginning, thence continuing northeast 175 feet to a point, thence northwest 305 feet to a point, thence southwest 175 feet to a point, thence east 305 feet to a point 704 feet north of the south line of Tax Map Number 123-003 being the point of beginning and being part of the property described as Tracts 1

and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

To be rezoned R-3 Multi-Family Residential District: Part of an unplatted tract of land located at 9101 Amos Road, beginning at the southeast corner of Tax Map Number 123-004.01 thence northwest 180.88 feet to a point, thence northwest 89 feet to a point, thence northeast 161 feet to a point, thence northeast 183 feet to a point, thence northeast 145 feet to a point, thence north 256 feet to a point, thence east 335 feet to a point, thence south 704 feet to a point, thence southwest 68 feet to a point, thence southwest along a curve 68.74 feet to a point, thence southwest 265.83 feet to a point to the southeast corner of Tax Map Number 123-004.01 being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

To be rezoned or remain R-1 Single-Family Residential District: All that part of an unplatted tract of land located at 9101 Amos Road, which is not being rezoned A-1, C-5 or R-3 and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on July 14, 2025,

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

AND WHEREAS, there was opposition present to the petition,

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

AND WHEREAS, the Planning Commission has determined that the proposed request is consistent with existing zoning as approved by the

Hamilton County Commission in 2024 and is simply adjusting the zoning district boundary lines.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on July 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be approved to A-1 Agricultural District with no conditions and recommends to approve with conditions for the R-3, R-1 and C-5 zoned area: 1) Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road; 2) A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed; 3) Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base; 4) The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height; 5) No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road; 6) A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there; 7) The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed; 8) Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas; 9) A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined; 10) The developer shall construct a center

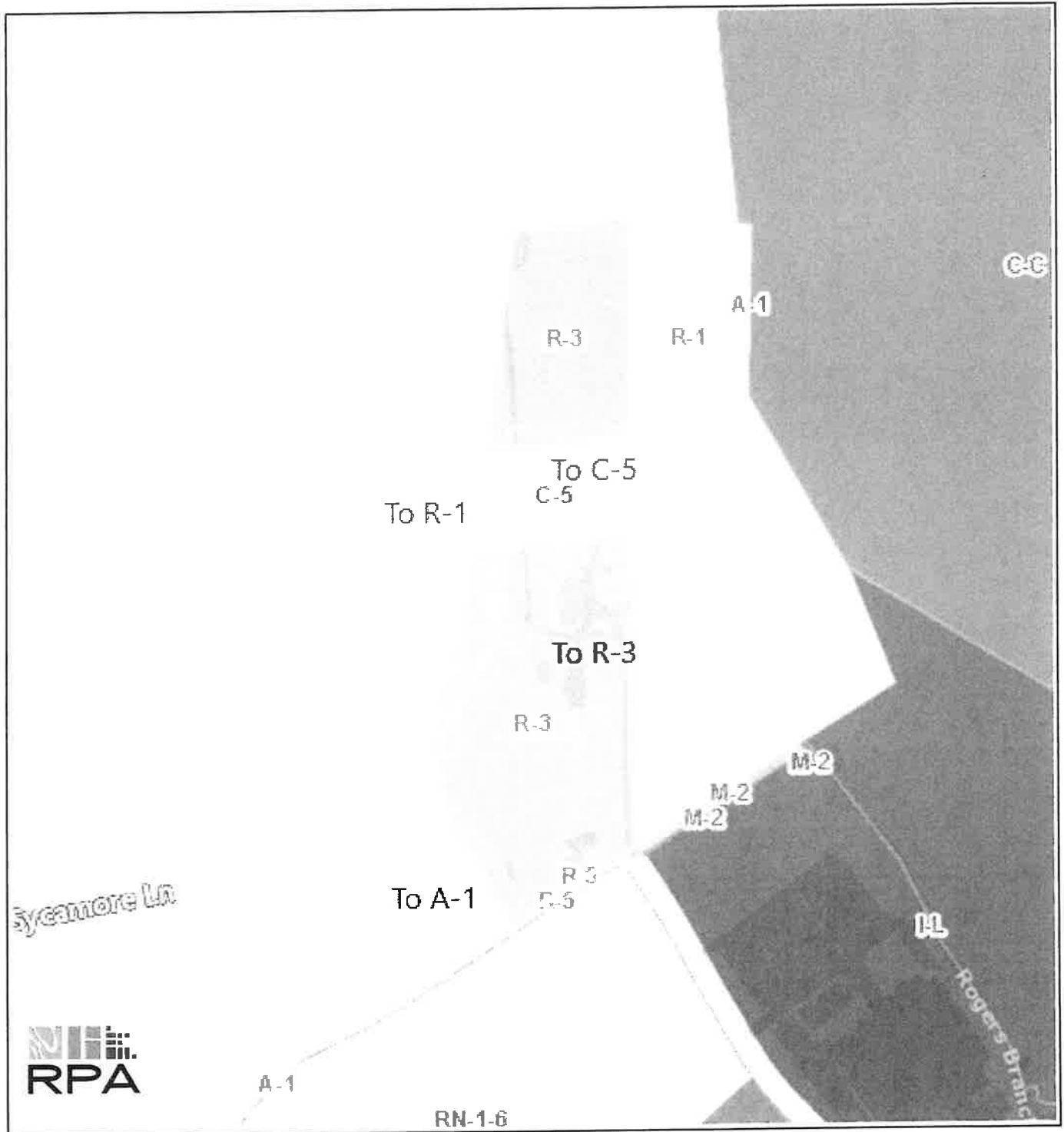
left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department; and 11) The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Karen Rennich", written in a cursive style.

Karen Rennich
Interim Executive Director

2025-0106 Rezoning from R-1, R-3 & C-5 to A-1, R-1, R-3 & C-5



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0106: Approve, subject to the conditions in the Planning Commission Resolution.

Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2025-0106	PC MEETING DATE: July 14, 2025	APPLICANT: Brooks Dairy Inc c/o Phillip Brooks
PROPERTY OWNER(S): Brooks Dairy Inc c/o Phillip Brooks	PROPERTY ADDRESS: 9101 Amos Road	TAX MAP PARCEL ID: 123-003
SIZE OF REQUEST AREA: 4.2	JURISDICTION: Hamilton County	REQUEST: Rezone from R-1, R-3 & C-5 with conditions to R-1, R-3, and C-5 with conditions and to Rezone from R-3 (part) with conditions to A-1

REASON FOR REQUEST/PROJECT DESCRIPTION: A request to rezone from R-1 Single-Family Residential District, R-3 Multi-Family Residential District, and C-5 Neighborhood Commercial District with conditions to A-1 Agricultural District, R-1 Single-Family Residential District, R-3 Multi-Family Residential District, and C-5 Neighborhood Commercial District with conditions to remove a 4-acre area from a previously approved PUD boundary. The 4.06-acre area is proposed to be deeded to Hamilton County WWTa and a 0.15-acre area is proposed to be deeded to the adjoining property owner of 9033 Amos Rd and rezoned from R-3 to A-1. This case is associated with 2025-0107 and 0108 to amend conditions and amend the PUD boundary.

The existing 70.75 +/- acre R-1 zoned area is proposed to be reduced to 69.04 +/- acres. It will consist of an active adult 55+ community comprised of a mix of two and four unit attached residences, detached residences, small cottages, and single-family lots.

The previously proposed active adult 55+ multifamily 3-story building with associated parking and amenities in the existing 2.9 +/- acre R-3 zoned area has been removed as a proposed use. This 2.9 +/- acre R-3 area is proposed to be rezoned and absorbed into the revised R-1 and C-5 zoned areas.

The separate existing 6.6 +/- acre R-3 zoned area is proposed to absorb portions of the existing R-1 and C-5 zoned areas, which will result in a total of 7.1 +/- acres of proposed R-3 zone. It will include a 3-story assisted living, independent living, and memory care facility (building not to exceed 50' in height) with associated parking and amenities.

The existing 1.3 +/- acre C-5 zoned area is proposed to be reduced to 1.2 +/- acres. It will include multipurpose space with potential uses such as a coffee shop, smoothie bar, sundry shop, etc.

The proposed conditions are as follows:

1. Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road;
2. A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed;
3. Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base;
4. The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height and 50 feet in height as per approved by the Hamilton County Board of Zoning Appeals on 9/25/24, Case #2004-009;
5. No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road;
6. A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there;
7. The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed;

8. Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas;
9. A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined;
10. The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department;
11. The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

LAND USE, DENSITY & PLAN RECOMMENDATION

EXISTING LAND USE Vacant Agricultural	ADJACENT LAND USES <u>North:</u> Single-Unit Residential <u>East:</u> Medical Office/Vacant Land <u>South:</u> Ooltewah High School <u>West:</u> Single-Unit Residential	NEIGHBORHOOD CONTEXT Rural
TRANSPORTATION/ACCESSIBILITY Amos Road is a local road. Snow Hill Road is a major collector. The site is not served by CARTA.	PROPOSED RESIDENTIAL DENSITY 5.78 du/ac (447 units total for PUD)	ADJACENT RESIDENTIAL DENSITY 2.99 du/ac (Sycamore Lane)
NATURAL RESOURCES A portion of the farm is in the 100 and 500-year floodplain. A portion of Rogers Branch runs north and south along the site.	LAND USE PLAN RECOMMENDATION Wolftever Creek Area Plan (2007): Very Low Intensity Residential	

ZONING

PRESENT ZONING R-1, R-3 & C-5	ADJACENT ZONING <u>North:</u> R-3 & R-1 <u>East:</u> R-1 <u>South:</u> RN-1-6 & I-L <u>West:</u> A-1 & R-1	EXTENSION OF ZONE Yes
ZONING HISTORY	<ul style="list-style-type: none"> • Cases 2024-0028 & 0029 rezoned the site from A-1 & R-5 to R-1, R-3, and C-5 with conditions and it received a Special Permit for a Planned Unit Development. Staff recommended to deny because the request was not compatible with the adopted land use plan, adjacent land uses, and development form. The Planning Commission recommended to approve with conditions. The rezoning case was approved with the following conditions. The PUD was approved with no conditions. <ol style="list-style-type: none"> 1. Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road; 2. A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed; 3. Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base; 	

4. The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height;
5. No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road;
6. A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there;
7. The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed;
8. Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas;
9. A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined;
10. The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department;
11. The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

OTHER DEPARTMENT COMMENTS

No other department provided comments for this case.

STAFF REVIEW

COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT LAND USES	The site is surrounded by single-unit residential, office, and Ooltewah High School.
COMPATIBILITY OF THE PROPOSED MAP AMENDMENT WITH EXISTING AND ADJACENT ZONING	The request is consistent with the existing zoning because the applicant is adjusting zoning boundaries and not introducing a new zone to the area.
THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY	The surrounding development form is large, single-unit residential development to the west and north of the site with lots ranging from 0.20 to multiple acres, a large tract of land with a medical office, and the Ooltewah High School campus with associated accessory buildings and parking areas.
THE CONSISTENCY OF THE PROPOSED AMENDMENT WITH ADOPTED LAND USE/AREA PLAN POLICIES	<p>The site is located in the Wolftever Creek Area Plan (2007) which recommends <u>Very Low Intensity Residential</u> for the site. These sites are primarily located at the southern portion of Snow Hill Road and the category is intended to protect those areas with larger lot residential development either separate from or as part of a Planned Unit Development.</p> <p>The plan notes this designation limits residential density based on the following factors:</p>

- The prevalence of rolling topography and extended vistas, are attractive and desirable amenities for residents and visitors to Hamilton County.
- The prevailing development form of larger lots is already well-established.
- The limited capacity of Snow Hill Road coupled with traffic generated by Ooltewah High School and increasing residential development create traffic congestion along Snow Hill Road. Residents in this area have few options other than utilizing Snow Hill Road to access Lee Highway and I-75. Limiting residential densities to two (2) units per acre or less will help reduce the number of vehicle trips generated by new development.
- To help preserve the scenic beauty of this area, residential development should be limited to single-family detached housing unless the development is included in a PUD. In this case, townhouses and other attached housing are acceptable as long as the PUD consists primarily of single-family detached housing with an overall density of 2.0 units per acre or less. Densities in excess of 2.0 units per acre should only be considered if the development will preserve substantial areas of open space.

The plan also notes that PUDs should retain a substantial buffer between the centerline of Snow Hill Road and interior dwelling units. Attached housing units within the PUD should be sited to the interior of the development.

This site is located in Focus Area 3 within the Wolftever Creek Area Plan. The plan states that this node is one of the few locations within the study area that has public infrastructure in place or planned to readily accommodate substantial levels of higher intensity uses. The plan notes that higher intensity development should extend north along Mountain View Road past the Ooltewah High School campus and the Christway Community Church across Amos Road to the location of the proposed Memorial Health Site. To avoid undue impact on residences, high intensity development should remain south of Amos and Snow Hill Roads.

Plan Hamilton, currently in draft form, recommends a Suburban Residential Place Type for this site. That Place Type does speak to height “The Suburban Residential Place Type has a predominantly low intensity, single-family detached, residential development pattern, especially within the same block. Some moderate density residential development, such as small lot houses or attached townhomes, may exist, but are located on a major street or near a transit route or school. **When next to lower density residential development, this moderate intensity infill development maintains the existing rhythm and feel of the street. Factors that play into this rhythm and feel include lot width, setbacks, building massing, and height.**” There are no other buildings taller than 2-stories near the site.

STAFF RECOMMENDATION

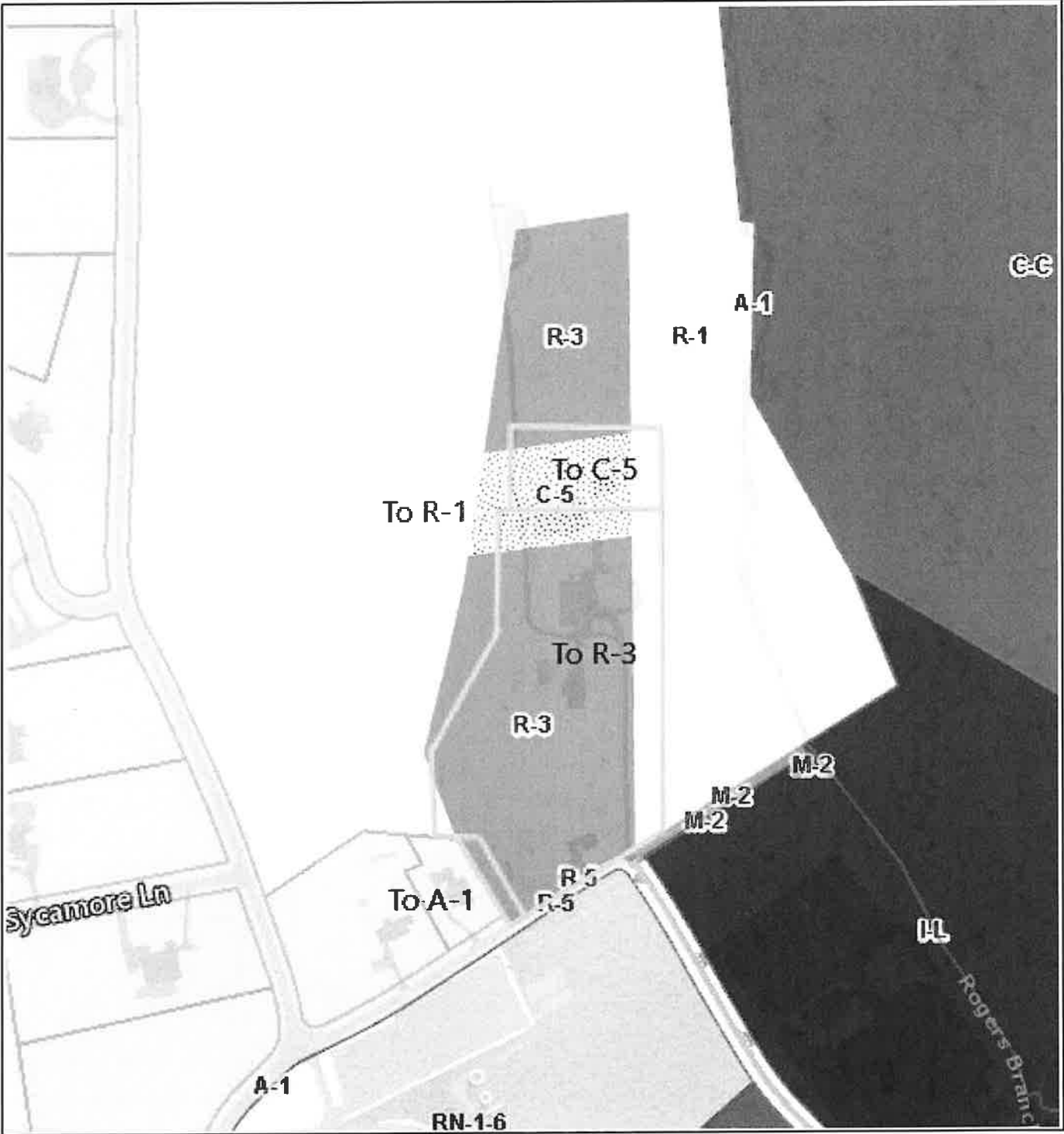
Staff originally recommended to deny the rezoning request for the site in 2024 because it was not compatible with the adopted land use plan, adjacent land uses, and development form. However, the County Commission approved the request with conditions. The applicant is now requesting to adjust the zoning boundary lines. The request is consistent with the existing zoning because the applicant is not introducing a new zone to the area.

Staff does not recommend adding the applicant's proposed building height condition #4 because this will introduce a much taller development form to the area. There are no buildings taller than 3 stories in the area.

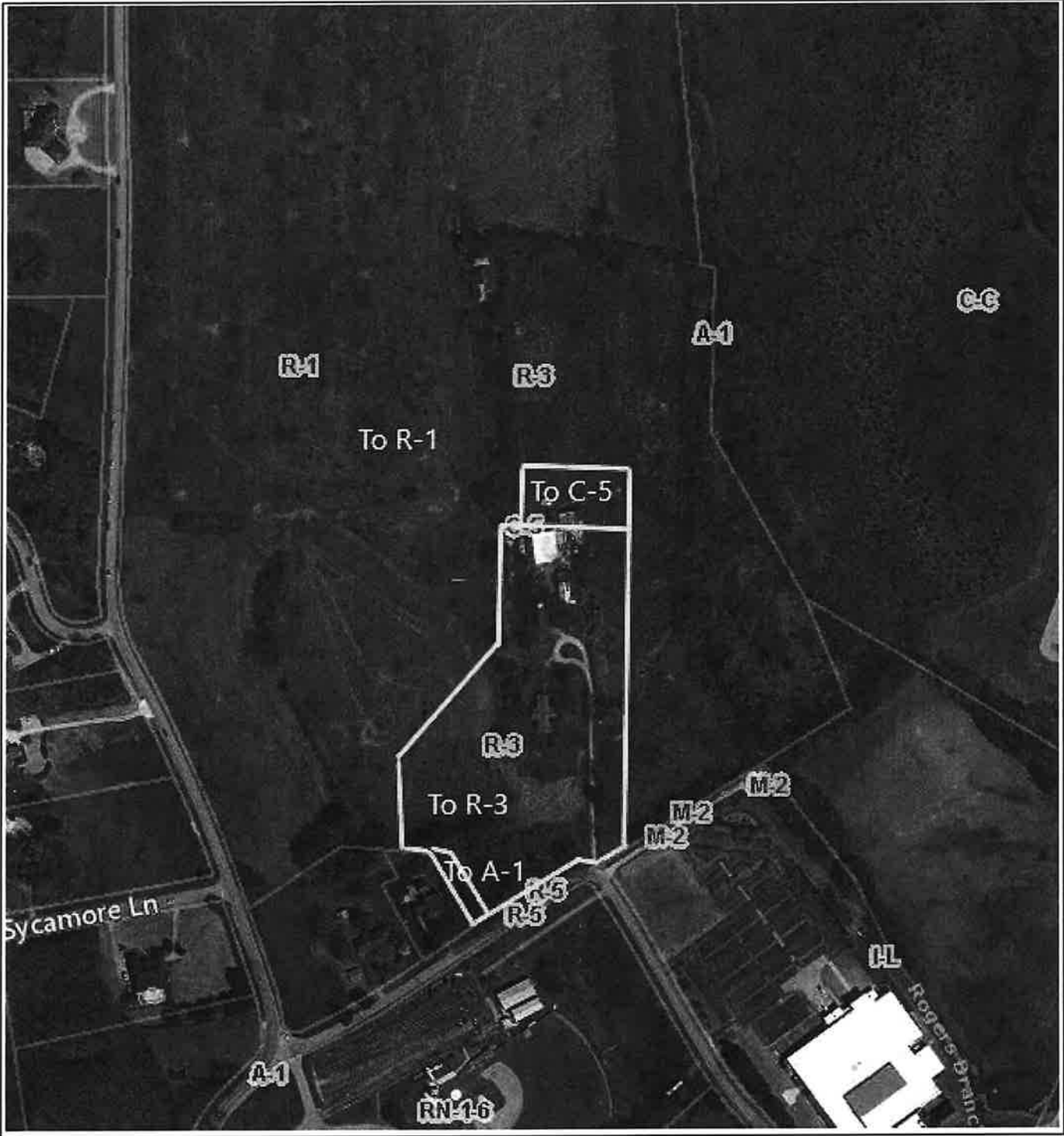
Staff recommends approval with conditions for the R-3, R-1 and C-5 zoned area:

1. Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road and Amos Road;
2. A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed;
3. Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base;
4. The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height;
5. No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road;
6. A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there;
7. The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed;
8. Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas;
9. A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined;
10. The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department;
11. The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

2025-0106 Rezoning from R-1, R-3 & C-5 to A-1, R-1, R-3 & C-5



2025-0106 Rezoning from R-1, R-3 & C-5 to A-1, R-1, R-3 & C-5



PUD Amendment & Zoning Request for 9101 Amos Road

Narrative

Thrive Senior Living, LLC (Applicant) proposes to amend the existing PUD, County Resolution 324-31, dated 03/20/24, at 9101 Amos Road. The amendment is necessary to remove an approximately 4.21-acre area from the PUD limits. This area consists of an approximately 4.06-acre portion that is proposed to be deeded to Hamilton County WWTa, and a 0.15-acre portion that is proposed to be deeded to the adjoining property owner of 9033 Amos Road and rezoned from R-3 to A-1.

As a result of the reduction of PUD area, it is necessary to modify the composition of the proposed uses within the development and revise the internal zoning boundaries. Also, a variance to exceed the 35' maximum building height in the R-3 zoned area was approved by the Hamilton County Board of Zoning Appeals on 9/25/24 (Case # 24-009), and an amendment is proposed to Condition #4 in County Resolution 324-30B, dated 03/20/24, to remove the text "and shall not exceed (3) stories in height" so that the condition does not contradict the variance approval language.

The existing 70.75 +/- acre R-1 zoned area is proposed to be reduced to 69.04 +/- acres. It will consist of an active adult 55+ community comprised of a mix of two and four unit attached residences, detached residences, small cottages, and single-family lots.

The previously proposed active adult 55+ multifamily 3-story building with associated parking and amenities in the existing 2.9 +/- acre R-3 zoned area has been removed as a proposed use. This 2.9 +/- acre R-3 area is proposed to be rezoned and absorbed into the revised R-1 and C-5 zoned areas.

The separate existing 6.6 +/- acre R-3 zoned area is proposed to absorb portions of the existing R-1 and C-5 zoned areas, which will result in a total of 7.1 +/- acres of proposed R-3 zone. It will include a 3-story assisted living, independent living, and memory care facility (building not to exceed 50' in height) with associated parking and amenities.

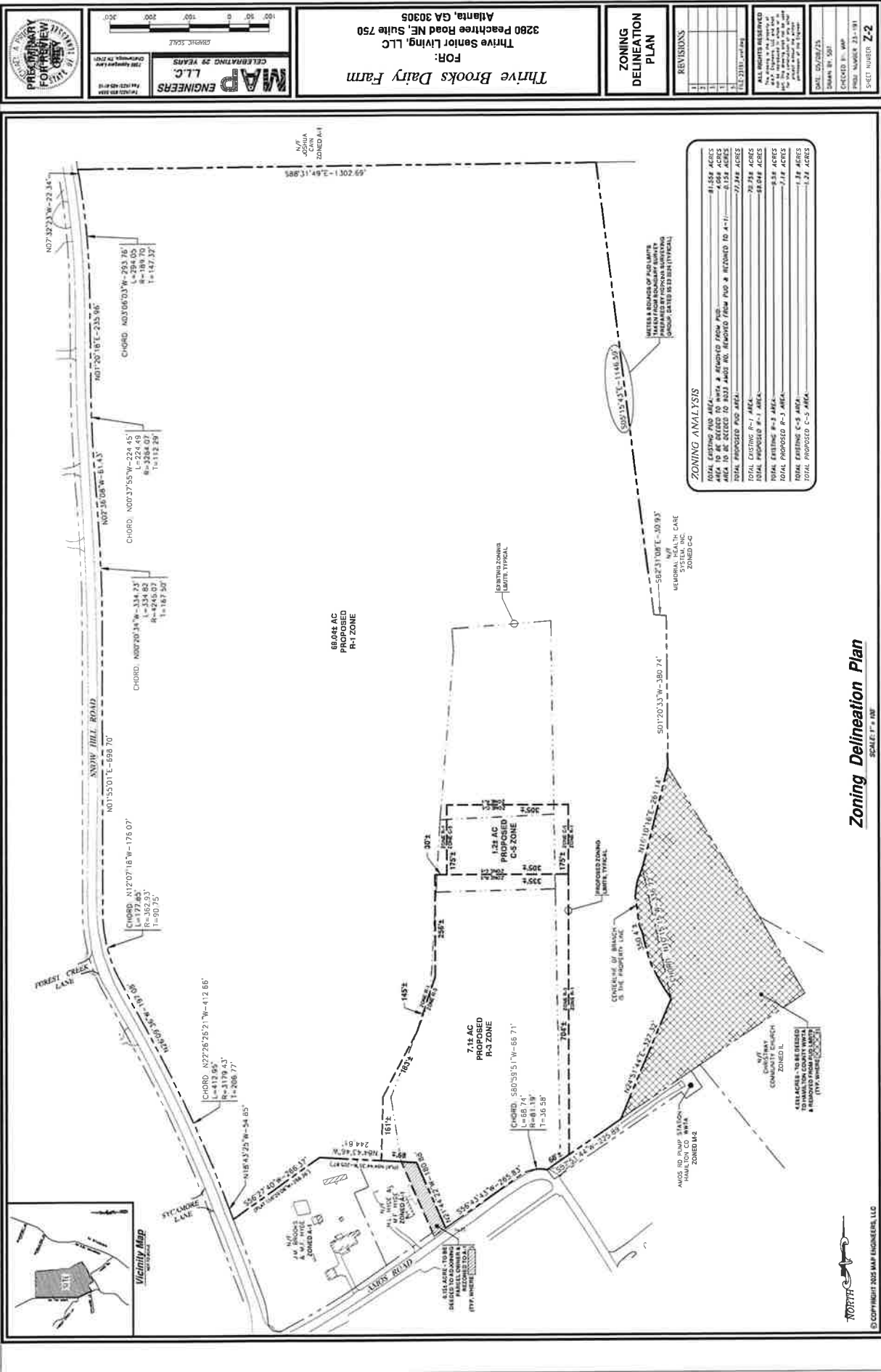
The existing 1.3 +/- acre C-5 zoned area is proposed to be reduced to 1.2 +/- acres. It will include multipurpose space with potential uses such as a coffee shop, smoothie bar, sundry shop, etc.

The overall 77.34 +/- acre amended PUD would still include a minimum of 15 +/- acres of open space for the community amenities, stormwater storage facilities and required buffer areas.

The proposed overall PUD density meets the allowed density per Hamilton County Zoning Code, see below table:

Proposed PUD Density Computations					
Proposed Zone	Acres	Allowed Density (u/ac)	Proposed Density (u/ac)	Allowed Unit Count	Proposed Unit Count
R-1	69.04	5	2.85	345.2	197
R-3 (IL, AL, MC)	7.1	24	24.65	170.4	175
C-5	1.2	8	0	9.6	0
Overall Totals:	77.34	6.79	5.78	525.2	447







ROADWAY IMPROVEMENTS PLAN

REVISIONS	
1	
2	
3	
4	
5	

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DATE: 05/08/23
DRAWN BY: SBT
CHECKED BY: WJA
PROD NUMBER: 21-181
SHEET NUMBER: **Z-3**



SCALE 1" = 100'



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Hamilton County Board of Commissioners

RESOLUTION

No. 825-31

(P.C. NO. 2025-0108)

**A RESOLUTION GRANTING AN AMENDMENT TO A
RESIDENTIAL PLANNED UNIT DEVELOPMENT, AS APPROVED BY
HAMILTON COUNTY RESOLUTION # 324-31 OF PREVIOUS CASE
NUMBER 2024-0029, FOR PARTS OF A PROPERTY LOCATED AT
9101 AMOS ROAD**

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant an Amendment to a Residential Planned Unit Development, as approved by Hamilton County Resolution # 324-31 of previous Case Number 2024-0029, for parts of a property located at 9101 Amos Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on August 20, 2025, concerning the passage of this Resolution as required by law, and such hearing having been held.

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

That the zoning regulations of Hamilton County be amended granting an Amendment to a Residential Planned Unit Development, as approved by Hamilton County Resolution # 324-31 of previous Case Number 2024-0029, for parts of a property located at 9101 Amos Road. Part of a property located at 9101 Amos Road to be amended from the PUD beginning at the southeast corner of Tax Map Number 123-004.01 thence northwest 180.88 feet to the northeast corner of said Tax Map, thence southeast 34.75 feet to a point, thence southeast 180.88 feet to a point in the south line of Tax map Number 123-003, thence southwest some 34.75 feet to the southeast corner of Tax Map Number 123-004.01, the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map. Part of a property located at 9101 Amos Road to be amended from the PUD beginning at the southeast corner of Tax Map Number 123-003 thence northwest some 433 feet to the center line of a branch of a creek, thence southwestwardly following said center line 261.14 feet to a point, thence southwestwardly and southeastwardly following said center line 350.4 feet to a point, thence southwestwardly 327.32 feet to a point in the south line of said Tax Map thence northeastwardly following said south line some 452 feet to the southeast corner of Tax Map Number 123-003 being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

August 20, 2025

Date



PUD Amendment Application Form

CASE NUMBER: 2025-0108				Date Submitted: 05-19-2025			
(Sections 1-7 below to be filled out by Applicant- RPA staff will assist, if needed)							
1 Applicant Request							
PUD AMENDMENT		PUD Name: Thrive Brooks Dairy Farm					
		Resolution #: 324-30B		<input checked="" type="checkbox"/> Residential		<input type="checkbox"/> Institutional	
2 Property Information							
Property Address: 9101 Amos Rd (parts)				Property Tax Map Number(s): 123-003 (parts)			
3 Proposed Development							
Reason for Request/ Project Description:		Modification of PUD layout due to dedication to land to adjoining properties					
4 Site Characteristics							
Current Zone:		R-1					
Current Use		Vacant land					
Adjacent Uses:		Residential/Agricultural					
5 Applicant Information							
Name: Brooks Dairy Inc c/o Phillip Brooks							
Address: (street, city, state, zip): 9127 Snow Hill Rd, Ooltewah, TN 37363							
Phone: 423-503-1804				Email: tnmilk@icloud.com			
Primary Contact (if different than applicant information): Mike Price with MAP Engineers							
Address: (street, city, state, zip): 7380 Applegate Ln, Chattanooga, TN 37421							
Phone: 423-855-5554				Email: mikeprice@epbfi.com, btabor@epbfi.com			
<input checked="" type="checkbox"/>		If the Applicants Information is the same as the Property Owners, please check the box to the left.					
6 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name:							
Address: (street, city, state, zip):							
Phone:				Email:			
7 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application				Date:			
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/> Application		<input checked="" type="checkbox"/> Site Plan		<input checked="" type="checkbox"/> Ownership Authorization			
<input checked="" type="checkbox"/> Property Cards		<input checked="" type="checkbox"/> Deeds		<input checked="" type="checkbox"/> Plats			
<input checked="" type="checkbox"/> Application Fee: \$400		<input type="checkbox"/> Cash		<input checked="" type="checkbox"/> Credit		<input type="checkbox"/> Check	
<input checked="" type="checkbox"/> Notice signs		Number of notice signs: 2					
Municipality: Hamilton County		Planning District: 9		Neighborhood: None			
County Commission District: 9		City Council District: 0					
PC meeting date: July 14, 2025		Application processed by: Jennifer Ware					
Staff Recommendation:		PC Action/Date:			Legislative Action/Date/Ordinance:		

2025-0108 Hamilton County
July 14, 2025

RESOLUTION

WHEREAS, Brooks Dairy Inc. c/o Phillip Brooks petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and members of the County Commission granting an Amendment to a Residential Planned Unit Development, as approved by Hamilton County Resolution # 324-31 of previous Case Number 2024-0029, for parts of a property located at 9101 Amos Road

Part of a property located at 9101 Amos Road to be amended from the PUD beginning at the southeast corner of Tax Map Number 123-004.01 thence northwest 180.88 feet to the northeast corner of said Tax Map, thence southeast 34.75 feet to a point, thence southeast 180.88 feet to a point in the south line of Tax map Number 123-003, thence southwest some 34.75 feet to the southeast corner of Tax Map Number 123-004.01, the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

Part of a property located at 9101 Amos Road to be amended from the PUD beginning at the southeast corner of Tax Map Number 123-003 thence northwest some 433 feet to the center line of a branch of a creek, thence southwestwardly following said center line 261.14 feet to a point, thence southwestwardly and southeastwardly following said center line 350.4 feet to a point, thence southwestwardly 327.32 feet to a point in the south line of said Tax Map thence northeastwardly following said south line some 452 feet to the southeast corner of Tax Map Number 123-003 being the point of beginning and being part of the property described as Tracts 1 and 2 in Deed Book 2652, Page 376, ROHC. Tax Map Number 123-003 (part) as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on July 14, 2025,

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

AND WHEREAS, there was opposition present to the petition,

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

AND WHEREAS, the Planning Commission has determined that the proposed request to amend the approved Planned Unit Development is compatible with the adjacent land uses and development form of the area.

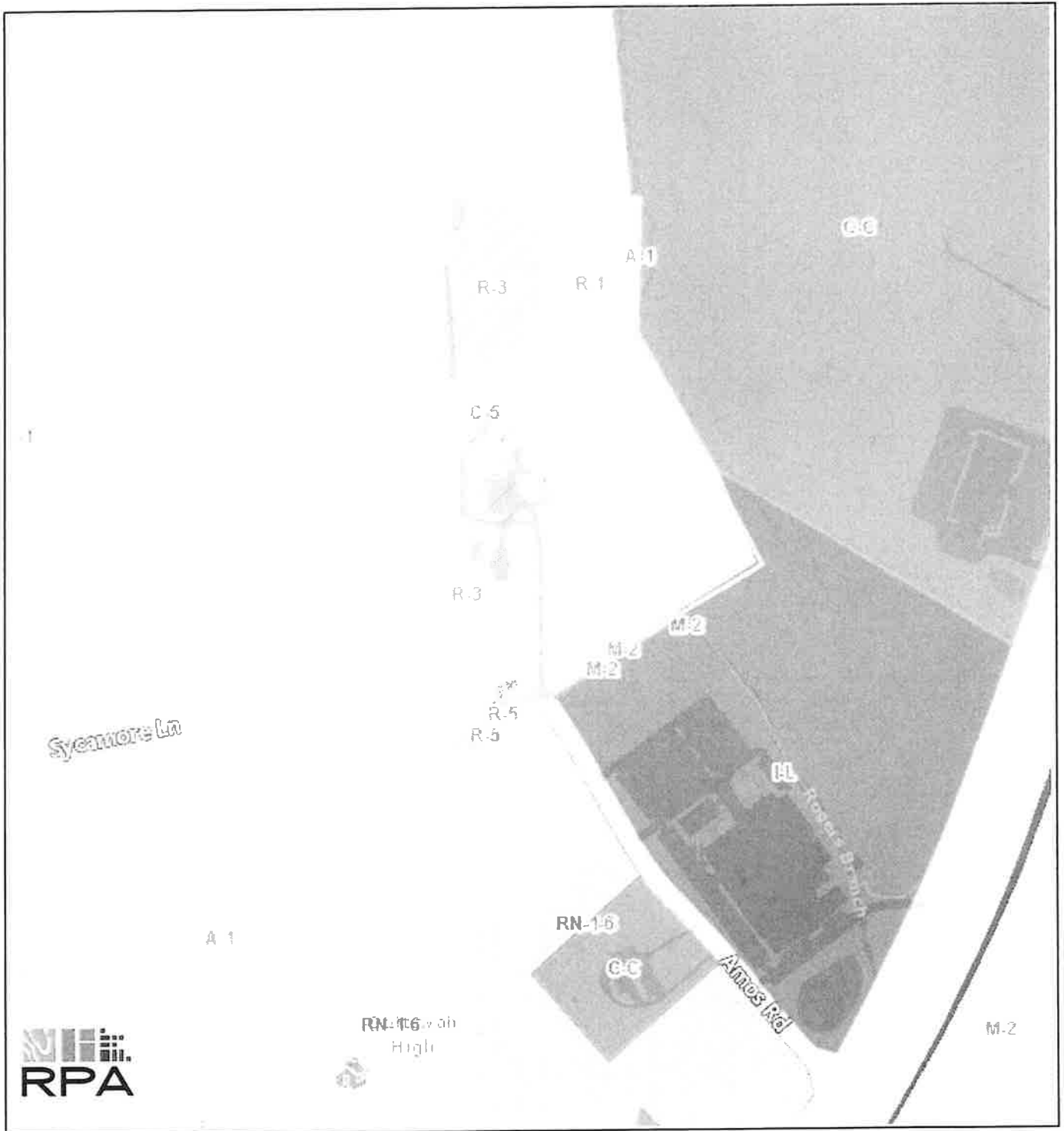
NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on July 14, 2025, recommends to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Karen Rennich", written in a cursive style.

Karen Rennich
Interim Executive Director

2025-0108 PUD Amendment



PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2025-0108: Approve.

Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2025-0108	PC MEETING DATE: July 14, 2025	APPLICANT: Brooks Dairy Inc c/o Phillip Brooks
PROPERTY OWNER: Brooks Dairy Inc c/o Phillip Brooks	PROPERTY ADDRESS: 9101 Amos Road	TAX MAP PARCEL ID: 123-003
SIZE OF PROPERTY: 77.34 acres	JURISDICTION: Hamilton County	REQUEST: Amend a PUD

SUMMARY OF REQUEST: Amend a Planned Unit Development to remove an approximately 4.21-acre area from the PUD limits and modify the composition of uses. This application is associated with 2025-0106 and 0107 to rezone property and amend conditions.

ZONING

ZONING REGULATIONS

A Planned Unit Development (PUD) is a special exceptions permission intended to encourage creative master planning by not requiring adherence to rigid land use, setback, height, parking, and similar restrictions. It is further intended that PUDs be designed by collaboration between the applicant and the community, rather than the strict limits of zoning.

ZONING HISTORY

- Cases 2024-0028 & 0029 rezoned the site from A-1 & R-5 to R-1, R-3, and C-5 with conditions and it received a Special Permit for a Planned Unit Development. Staff recommended to deny because the request was not compatible with the adopted land use plan, adjacent land uses, and development form. The Planning Commission recommended to approve with conditions. The rezoning case was approved with the following conditions. The PUD was approved with no conditions.
 1. Developer shall dedicate ten feet of right-of-way along the entire frontage of the development fronting Snow Hill Road;
 2. A 50' planted landscape buffer shall be located along the entire frontage of Snow Hill Road. The 50' planted landscape buffer shall begin behind the newly dedicated right-of-way along Snow Hill Road, as called for in item #1; The planted buffer shall provide a minimum of 10, 2 inch caliper trees at the time of planting, for every 100 linear feet of buffer parallel with Snow Hill Road, not including the areas where 2 entrances to Snow Hill Road are proposed;
 3. Lighting to be directed away from residential areas. No street or parking light poles within the development may exceed 20' in height as measured from pole base;
 4. The two buildings proposed for memory care, assisted living and active adult uses shall be located within the proposed R-3 District and shall not exceed 3 stories in height;
 5. No homes or buildings within the development shall be located any closer than 65' to the proposed right-of-way Snow Hill Road and 75' of the right-of-way of Amos Road;
 6. A clubhouse, pool, dog park, and pickle ball court(s) shall be made part of the development for the enjoyment of the residents living there;
 7. The development shall provide a 10' wide type C planted buffer along the northern property boundary where homes are proposed to be constructed;
 8. Perimeter tree buffer plantings along Snow Hill Road and Amos Road and the northern boundary shall consist of multiple tree species, with no one specific tree species constituting more than 33% of the total number of trees planted within the buffer areas;
 9. A minimum of 15 acres shall be utilized as community space for such uses as planted buffers, areas utilized for utility services, open space, amenity areas, retention ponds, walking trails, benches and other uses to be determined;
 10. The developer shall construct a center left turn bay in Snow Hill Road as determined by a traffic study provided by the developer and as approved by Hamilton County Engineering and Highway Department;

11. The development shall be an age restricted community. The community shall adhere to 80% of the units/homes must have at least 1 resident aged 55 or older (80/20 rule). The community has to create, publish, and follow policies that show its intent to house residents aged 55 or older. The community must follow HUD's age verification rules.

DEVELOPMENT STANDARDS COMPATIBILITY	DEVELOPMENT STANDARDS	CURRENT PUD	PROPOSED PUD
	Total Acres	81.55	77.34
	# Of Units	447	447
	Density	5.48 du/ac	5.78 du/ac
	Acres of Community Lot	14.68	15 acres

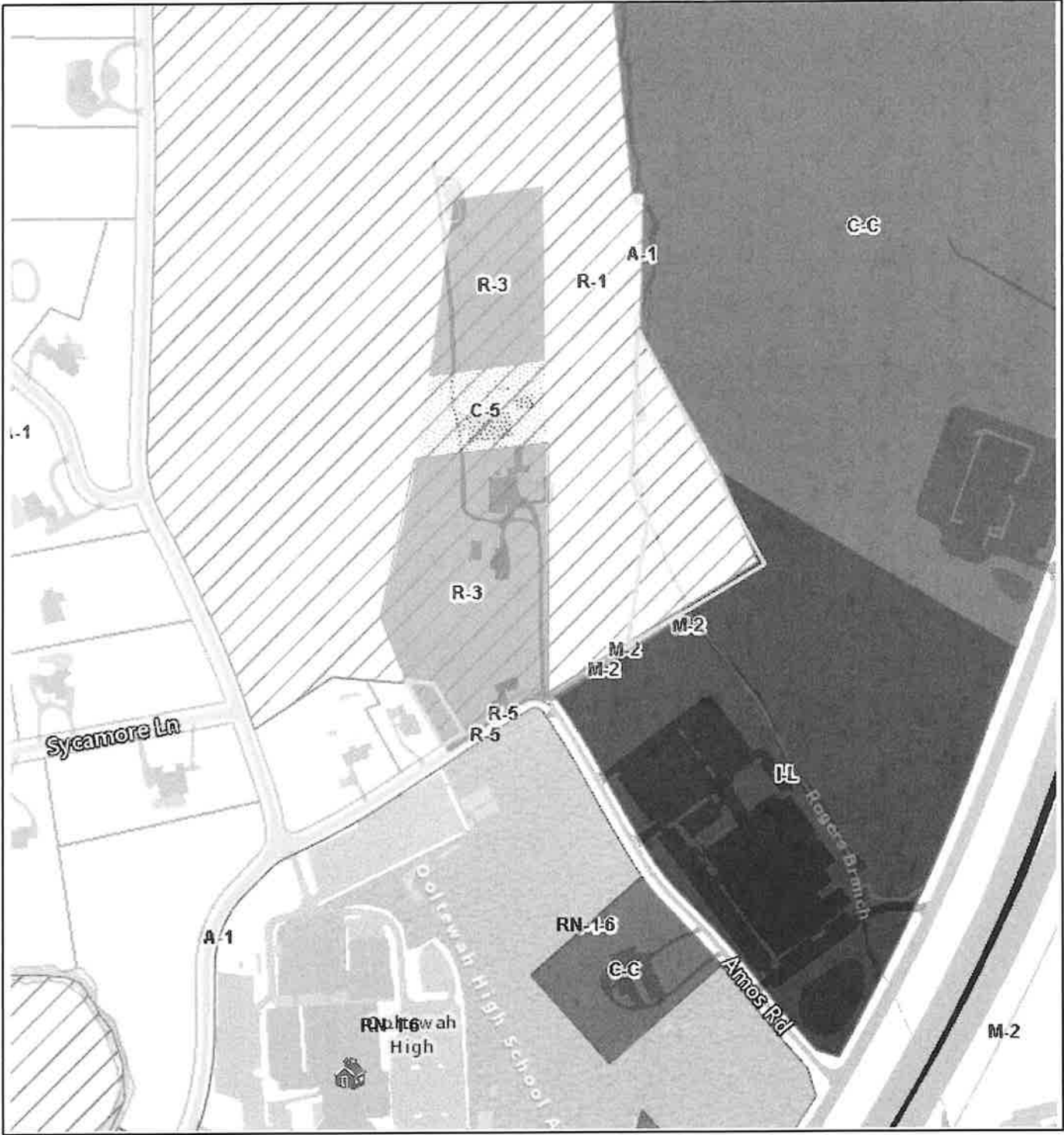
STAFF RECOMMENDATION

The request provides on-site useable open space that is accessible to the residents. If the Planning Commission recommends to approve the PUD request, staff recommends the applicant remove the conditions from the PUD plan document.

Staff recommends approval.

Note: Approval of a Planned Unit Development (PUD) is not an approval of curb cuts, road intersections, curve radii, right-of-way width or other similar items. The

2025-0108 PUD Amendment



2025-0108 PUD Amendment



PUD Amendment & Zoning Request for 9101 Amos Road

Narrative

Thrive Senior Living, LLC (Applicant) proposes to amend the existing PUD, County Resolution 324-31, dated 03/20/24, at 9101 Amos Road. The amendment is necessary to remove an approximately 4.21-acre area from the PUD limits. This area consists of an approximately 4.06-acre portion that is proposed to be deeded to Hamilton County WWTa, and a 0.15-acre portion that is proposed to be deeded to the adjoining property owner of 9033 Amos Road and rezoned from R-3 to A-1.

As a result of the reduction of PUD area, it is necessary to modify the composition of the proposed uses within the development and revise the internal zoning boundaries. Also, a variance to exceed the 35' maximum building height in the R-3 zoned area was approved by the Hamilton County Board of Zoning Appeals on 9/25/24 (Case # 24-009), and an amendment is proposed to Condition #4 in County Resolution 324-30B, dated 03/20/24, to remove the text "and shall not exceed (3) stories in height" so that the condition does not contradict the variance approval language.

The existing 70.75 +/- acre R-1 zoned area is proposed to be reduced to 69.04 +/- acres. It will consist of an active adult 55+ community comprised of a mix of two and four unit attached residences, detached residences, small cottages, and single-family lots.

The previously proposed active adult 55+ multifamily 3-story building with associated parking and amenities in the existing 2.9 +/- acre R-3 zoned area has been removed as a proposed use. This 2.9 +/- acre R-3 area is proposed to be rezoned and absorbed into the revised R-1 and C-5 zoned areas.

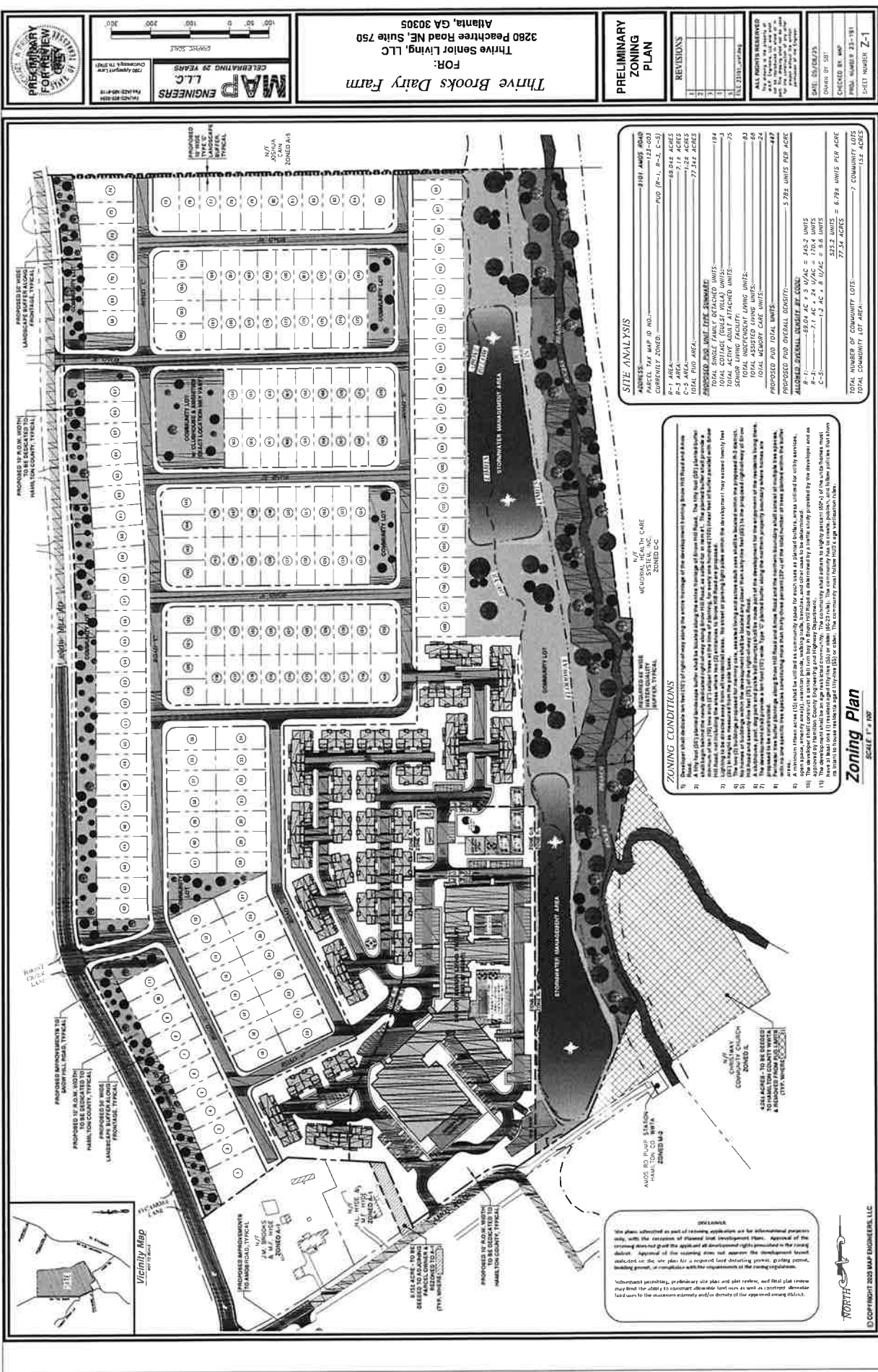
The separate existing 6.6 +/- acre R-3 zoned area is proposed to absorb portions of the existing R-1 and C-5 zoned areas, which will result in a total of 7.1 +/- acres of proposed R-3 zone. It will include a 3-story assisted living, independent living, and memory care facility (building not to exceed 50' in height) with associated parking and amenities.

The existing 1.3 +/- acre C-5 zoned area is proposed to be reduced to 1.2 +/- acres. It will include multipurpose space with potential uses such as a coffee shop, smoothie bar, sundry shop, etc.

The overall 77.34 +/- acre amended PUD would still include a minimum of 15 +/- acres of open space for the community amenities, stormwater storage facilities and required buffer areas.

The proposed overall PUD density meets the allowed density per Hamilton County Zoning Code, see below table:

Proposed PUD Density Computations					
Proposed Zone	Acres	Allowed Density (u/ac)	Proposed Density (u/ac)	Allowed Unit Count	Proposed Unit Count
R-1	69.04	5	2.85	345.2	197
R-3 (IL, AL, MC)	7.1	24	24.65	170.4	175
C-5	1.2	8	0	9.6	0
Overall Totals:	77.34	6.79	5.78	525.2	447





Hamilton County Board of Commissioners

RESOLUTION

No. 825-33

A RESOLUTION RECOGNIZING THE ACCOMPLISHMENT OF SODDY DAISY HIGH SCHOOL IN WINNING THE 2024-2025 TENNESSEE SECONDARY SCHOOL ATHLETIC ASSOCIATION ("TSSAA") STATE WRESTLING CHAMPIONSHIP AND AWARDING FUNDS FROM THE HAMILTON COUNTY SCHOOLS CHAMPIONS' FUND FOR THE PURCHASE OF CHAMPIONSHIP RINGS

WHEREAS, The Soddy Daisy High School won the 2024-2025 Tennessee Secondary School Athletic Association (TSSAA) State Wrestling Championship in February 2025; and,

WHEREAS, as a show of this county legislative body's support for, and pride in, these athletic champions, whose personal dedication and hard work has led to their individual success and this notable achievement by the team as a whole, an allocation of Hamilton County funds shall be appropriated for the purchase of State championship rings for the members of said team; and,

WHEREAS, this county legislative body via Resolution 424-35 established the Hamilton County Public Schools Champions' Fund and earmarked monies exclusively for funding the purchase of state and/or national championship rings for TSSAA sanctioned tournaments.

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

Funds held in the Hamilton County Schools Champions' Fund shall be appropriated in accordance with the guidelines established by Resolution 424-35 for the purchase of alloy, non-precious stone rings for each member of the 2024-2025 Soddy Daisy High School State wrestling championship team.

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

August 20, 2025

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 825-34

A RESOLUTION MAKING AN APPROPRIATION TO EAST RIDGE NEEDY CHILD FUND IN THE AMOUNT OF FOUR THOUSAND DOLLARS (\$4,000.00) FROM GENERAL FUND TRAVEL DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT EIGHT.

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

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

WHEREAS, Commissioner Mike Chauncey has expressed a desire to allocate four thousand dollars (\$4,000.00) from General Fund travel discretionary monies to East Ridge Needy Child Fund to assist with funeral arrangement expenses for the family tragically affected during the August storm; and

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

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

That four thousand dollars (\$4,000.00) from General Fund travel discretionary monies be appropriated to East Ridge Needy Child Fund to assist with funeral arrangement expenses for the family tragically affected during the August storm.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

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

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

Approved: ☐

Vetoed: ☐

County Clerk

County Mayor

August 20, 2025

Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 15 2017**

EAST RIDGE NEEDY CHILD FUND
1517 TOMBRAS AVENUE
EAST RIDGE, TN 37412-0000

Employer Identification Number:
82-1893459
DLN:
26053619003347
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 1, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

EAST RIDGE NEEDY CHILD FUND

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

2024

Open to
Public
Inspection

Short Form

Return of Organization Exempt From Income Tax

990EZ

Form

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990EZ for instructions and the latest information.

A For the 2024 calendar year, or tax year beginning 01-01-2024, and ending 12-31-2024

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization

EAST RIDGE NEEDY CHILD FUND

% CATHY PATTERSON

Number and street (or P. O. box, if mail is not delivered to street address) Room/suite
3712 RINGGOLD ROADCity or town, state or province, country, and ZIP or foreign postal code
CHATTANOOGA, TN 37412

D Employer identification number

82-1893459

E Telephone number

F Group Exemption Number

G Accounting Method: ☒ Cash ☐ Accrual Other (specify) _____H Check ☐ if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: _____

J Tax-exempt status (check only one) ☒ 501(c)(3) ☐ 501(c)() (insert no. 4947(a)(1) or 527K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other _____

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. \$ 97,433

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	97,433
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	b	Less: cost or other basis and sales expenses	5b	
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
b	Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
c	Less: direct expenses from gaming and fundraising events	6c		
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a	Gross sales of inventory, less returns and allowances	7a		
b	Less: cost of goods sold	7b		
c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8	Other revenue (describe in Schedule O):	8		
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	97,433	
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe in Schedule O)	16	37,827
	17	Total expenses. Add lines 10 through 16	17	37,827
	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	59,606
Net Assets	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	211,071
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	270,677

Part II Balance Sheets(see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II ☒

	(A) Beginning of year		(B) End of year
2 Cash, savings, and investments	149,857	22	198,75
3 Land and buildings	106,000	23	106,00
4 Other assets (describe in Schedule O)	0	24	
5 Total assets	255,857	25	304,75
6 Total liabilities (describe in Schedule O).	44,786	26	34,07
7 Net assets or fund balances (line 27 of column (B) must agree with line 21)	211,071	27	270,67

Part III Statement of Program Service Accomplishments (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III ☒

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

What is the organization's primary exempt purpose?

SSIST FAMILIES WITH VARIOUS NEEDS

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

8 DISTRIBUTION OF CHRISTMAS GIFTS AND CLOTHING TO NEEDY CHILDREN IN EAST RIDGE. Grants \$) If this amount includes foreign grants, check here <input checked="" type="checkbox"/>	28a	21,96
9 Grants \$) If this amount includes foreign grants, check here <input checked="" type="checkbox"/>	29a	
0 Grants \$) If this amount includes foreign grants, check here <input checked="" type="checkbox"/>	30a	
1 Other program services (describe in Schedule O) Grants \$) If this amount includes foreign grants, check here <input checked="" type="checkbox"/>	31a	
2 Total program service expenses (add lines 28a through 31a) <input checked="" type="checkbox"/>	32	21,9

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated ; see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV. ☒

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
AIL PHILLIPS	1.00	0	0	
SECRETARY				
ATHY PATTERSON	1.00	0	0	
REASURER				
LICIA STANFIELD	1.00	0	0	
RESIDENT				
RA CITTY	1.00	0	0	
ICE PRESIDENT				