

# Hamilton County Board of County Commissioners

AGENDA

October 19, 2016

ROLL CALL

INVOCATION - Commissioner Bankston

PLEDGE TO THE FLAG - Commissioner Bankston

Presentation	Tennessee Valley Federal Credit Union Presentation- Karen Hannifin and Tammy Zumbrun.
Minutes	Recessed Meeting - September 28, 2016
Minutes	Agenda Session - September 28, 2016
Minutes	Regular Meeting - October 5, 2016
Report	Unaudited Financial Reports for fiscal year ending June 30, 2016 for Circuit Court Clerk, Clerk and Master, County Clerk, and Register.
Report	Order of Designation Planning Commission - Todd Leamon October 10, 2016.
Res. No. 1016-11	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, and the oaths of Deputy County Clerks.
Res. No. 1016-12	A Resolution to reappoint members to the Hamilton County Audit Committee.
Res. No. 1016-13	A Resolution appointing Commissioner Sabrena Smedley as an associate member to the Hamilton County Board of Zoning Appeals.
Res. No. 1016-14	A Resolution confirming the reappointment by the County Mayor of one member to the Chattanooga Area Regional Transportation Authority (CARTA) Board of Directors for a term ending October 19, 2021.
Res. No. 1016-15	A Resolution accepting the bid of Ross Glass & Aluminum, LLC, for \$32,275.00, for replacement windows at the John A. Patton Recreation Center and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 1016-16	A Resolution making an appropriation to Hamilton County Coalition in the amount of ten thousand dollars (\$10,000.00) from general fund discretionary monies and travel discretionary monies as allotted to District Four.
Res. No. 1016-17	A Resolution to accept a community oriented policing services (COPS) hiring program grant of up to \$750,000 from the United States Department of Justice which would designate six (6) additional school resource officers for various schools in Hamilton County for the next four years.
Res. No. 1016-18	A Resolution authorizing the design, equipment purchase, installation and testing of a Motorola bi-directional amplifier system for Middle Valley Elementary School amounting to \$126,742.00 from Motorola Solutions, Inc. on the state contract and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 1016-19	A Resolution to authorize an increase in claims/litigation settlement authority by the Risk Management Office and the County Attorney Office.
Res. No. 1016-20	A Resolution accepting the proposal of Aon Risk Services South, Inc., to provide property and casualty brokerage and consultant services for the County's Risk Management Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 1016-21	A Resolution amending the rules, regulations, and rates as pertain to the operation of the Hamilton County Parks and Recreation Department.
Res. No. 1016-22	A Resolution authorizing the payment of twenty-five thousand dollars (\$25,000.00), plus incurred verified medical expenses, in settlement of claims against Hamilton County, Tennessee, and several Sheriff's Office deputies as brought by Nancy Lee Mason for injuries received while in the Hamilton County Jail on March 31, 2015.
Res. No. 1016-23	A Resolution Granting the Abandonment of two (2) portions of the 1000 block of Little Sorrel Road.

- Res. No. 1016-24 A Resolution Granting a Special Exceptions Permit to amend the boundary of an existing residential planned unit development of properties located at 8269 and 8311 Balata Drive.
- Res. No. 1016-25A A Resolution to Rezone from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road.
- Res. No. 1016-25B A Resolution to Rezone from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road.
- Res. No. 1016-25C A Resolution to Rezone from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road
- Res. No. 1016-26 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district roads and to establish speed limits therefore: Eaglemont Drive and Eagle Nest Lane.
- Res. No. 1016-27 A Resolution accepting the bid of Don Ledford Automotive Center, Inc. for three (3) heavy duty vans amounting to \$74,925.00 for the Maintenance Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1016-28 A Resolution accepting the bids of AVM Enterprises, Inc., Kelsan Inc., Pyramid School Products, Rose's Delight, Inc., and The Stockroom Supply, for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for maintenance supplies for the Chattanooga / Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1016-29 A Resolution accepting the bids of Atlantic Medical Solutions, Jacobs Paper Company, and Products Unlimited Inc. for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for infection control supplies for the Chattanooga / Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1016-30 A Resolution accepting the bids of Atlantic Medical Solutions, Concordance Healthcare Solutions, Masimo Americas, Inc., and Products Unlimited Inc. for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for laboratory supplies for the Chattanooga / Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1016-31 A Resolution accepting the bids of Metro Industrial Services, Quill Corporation, School Specialty, Inc., and The Office Pal for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for general office supplies for the Chattanooga / Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1016-32 A Resolution accepting the bids of Roll-Aid Industrial, School Specialty Inc., and Veritiv Operating Company for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for printing and paper supplies for the Chattanooga / Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1016-33 A Resolution accepting a State of Tennessee, Governor's Highway Safety Office Grant for the "Safe Journey" project with a term ending September 30, 2017 and amending the Sheriff's Office operating budget by adding \$125,000 to revenues & expenditures.
- Res. No. 1016-35 A Resolution re-appointing two (2) Judicial Commissioners, Nathaniel Goggans and Ron Powers, for a one (1) year term, commencing November 1, 2016, and expiring October 31, 2017; and establishing the compensation to be received by each during their respective terms(s) in office.
- Res. No. 1016-36 A Resolution appointing two (2) Judicial Commissioners, \_\_\_\_\_ and \_\_\_\_\_, for a one (1) year term, commencing November 1, 2016, and expiring October 31, 2017; and establishing the compensation to be received by each during their respective term(s) in office.
- Res. No. 1016-37 A Resolution designating \_\_\_\_\_ as Chief Judicial Commissioner for a term beginning November 1, 2016, and ending \_\_\_\_\_; and establishing the compensation to be received.
- Res. No. 1016-38 A Resolution approving the expenditure of up to twenty five hundred dollars (\$2,500.00) from general fund discretionary expense funds as allotted to district six to purchase paint materials for the Lookout Valley Recreation Center.

## 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  
SEPTEMBER 28, 2016**

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

Recessed Meeting  
September 28, 2016

**BE IT REMEMBERED**, that on this 28<sup>th</sup> day of September, 2016, 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 Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 8. Total absent -0.

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

Commissioner Graham introduced Pastor Fletcher Farris, Community Baptist Church, who gave the invocation. Commissioner Graham led in the pledge to the flag.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
SEPTEMBER 28, 2016**

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

Chairman Bankston requested a copy of Commissioner Fairbanks' letter declining back pay authorized for serving as Vice-Chairman be filed in the Clerk's office (Resolution No. 916-8A). The letter was addressed to Finance Director Al Kiser. No objection for filing was voiced.

Being no further business Chairman Bankston 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  
SEPTEMBER 28, 2016**

**PRESENTATION – CERTIFICATE OF CONGRATULATIONS – DAVID STONE**

Trustee Bill Hullander and his son Matt Hullander introduced David Stone, head greens superintendent at The Honors Course in Ooltewah, TN. They thanked him for his 34 years of dedicated service to The Honors Course. They acknowledged his ability to overcome his struggle with cerebral palsy and complete various tasks associated with The Honors Course.

Trustee Hullander spoke highly of the Honors Course and noted the course ranks 31 out of 16,000 in the United States and is the number golf course in Tennessee. He discussed Jack Lupton's vision to create a one of a kind golf course. World renowned golf course designer Pete Dye found the 460 acre site, which sits at the base of White Mountain, ideal for Lupton's vision. Trustee Hullander asked Joe Richardson, Lupton's longtime attorney, who was involved in the process from the beginning to say a few words.

Attorney Richardson noted that the Honors Course was created to honor amateur golf. Local, state, regional, and national golf championships have been held at the Honors course. He complimented Mr. Stone's commitment to the grounds and thanked the Commission for recognizing Mr. Stone's hard work and dedication.

**HAMILTON COUNTY COMMISSION  
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Mayor Coppinger thanked Trustee Hullander and his son Matt Hullander for honoring Mr. Stone. He commended Mr. Stone for the example he presents to all who have been fortunate to have worked with him. He noted that Mr. Stone is highly respected and renowned around the world. He spoke of Mr. Lupton's many contributions to Hamilton County and his ability to surround himself with good people. He stated it was an honor to recognize Mr. Stone's retirement and acknowledged the legacy he was leaving behind.

Mr. Stone spoke about Mr. Lupton giving him the freedom to do a lot of things he wanted to do. He stated he was proud to be able to convince Mr. Lupton to switch from Bermuda grass to zoysia; it was a tough sell. A few years later, Mr. Lupton said it was the best decision he ever made. He recalled the dry summer of 1986 and running out of water and the fairways turning crispy brown. That summer, Mr. Stone recommended Mr. Lupton purchase the 11 acres across the street and build a storage lake. Mr. Lupton declined and said it would never get that hot again. Summer of 1988 was a repeat and Mr. Lupton bought the acreage and built the storage lake. If Mr. Lupton saw a need he made it happen; the Honors Course was his pride and joy.

At this time Chairman Bankston present a plaque to Mr. Stone and a standing ovation was given. Commissioner Fairbanks thanked Mr. Stone for his many years of service.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
SEPTEMBER 28, 2016**

**COMMITTEE ASSIGNMENTS**

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

- The Trustee's Monthly Report for August 2016 would be submitted for the record.
- The Trustee's Excess Fee Report for August 2016 would be submitted for the record.
- The Criminal Court Clerk's Report for April through August 2016 would be submitted for the record.
- Resolution No. 1016-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 1016-4 and 1016-5 were assigned to the Zoning Committee, chaired by Commissioner Smedley.
- Resolution Nos. 1016-6 through 1016-9 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 1016-2, 1016-3, and 1016-10 were heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 1016-30, 1016-31, 1016-35, 1016-36, 1016-38, and 1016-44 would now be heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-2**

Todd Leamon, Administrator of Public Works and County Engineer spoke regarding this item, which accepts the bid of Jake Marshall Service, Inc for \$51,925.00 for the installation of a variable refrigerant volume (VRF) type split HVAC system at the Hamilton County Courts Building. He noted the new system will accommodate the

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AGENDA PREPARATION SESSION  
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newly added offices to the second and third floor. The capital projects fund for courthouse renovations will be used to fund the purchase.

In response to Commissioner Boyd's question, Mr. Leamon confirmed the unit is a mini split.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-3**

Todd Leamon, Administrator of Public Works and County Engineer spoke regarding the item, which authorizes the County Mayor to execute a deed conveying Hamilton County's interest in certain property (2207 Ivy Street) acquired through a previous delinquent tax sale and jointly owned by Hamilton County and the City of Chattanooga. It was noted the property will facilitate economic development opportunities and eventually return to the tax rolls.

Real Property Manager Paul Parker noted the property is located between Parkridge Hospital and the Medical Park. The City will issue a RFP to help enhance development in the area.

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In response to Commissioner Graham's question, Mr. Parker stated it's doubtful the county will receive any proceeds from the sale. The city has already invested \$32,000 in clean up.

Mayor Coppinger noted the property is delinquent on property tax and thanked Mr. Parker for making the transaction possible. The overall goal is to get the property back on the tax rolls.

In response to Commissioner Beck's question, Mr. Parker reported the current zoning is R1 Single Family Residential. The property could be rezoned in the future.

Commissioner Smedley announced that the Zoning Committee would be meeting in the Commission Room immediately following today's Agenda Session.

Commissioner Boyd, Chairman of the Finance Committee, announced that the Finance Committee would be meeting in the Commission Room immediately following the Zoning Committee.

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**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1016-10**

Commissioner Smedley spoke regarding this item, which approves the expenditure of \$25,000 from a line of credit/bond funds to assist with the construction of a restroom facility and concession for the athletic complex at East Hamilton Middle/High School. She noted that she is swapping \$25,000 of general fund discretionary monies for \$25,000 of line of credit/bond funds. The \$25,000 is in addition to the \$100,000 she has previously given (Resolution Nos. 515-14 and 116-16). She acknowledged that several people, including Principal Gail Chuy and School Board member Joe Wingate, were present in the audience representing East Hamilton Middle/High School.

Ashley Henderson, Volunteer and Fundraiser for East Hamilton Middle/High School stated that East Brainerd is a fast growing community and the pride of the community should be the school. She stated that when you pull onto campus the first thing you see is porta toilets.

Anna Kate, a 5<sup>th</sup> grader at Westview Elementary stated she has lost use of her bladder and using a porta toilet is very difficult. She looks forward to attending East Hamilton Middle/High School next year and hopes the athletic fields, where she watches her siblings play ball, will have an adequate bathroom facility. She thanked the commission for their time and encouraged them to support the expenditure.

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Mayor Coppinger commended Commissioner Smedley for the way she worked out the finance piece of the expenditure. He pointed out that bids for East Hamilton Middle/High did not include bathroom facilities for the athletic fields. He stated that it was intent that the next school the county builds will include all facilities on the front end. He also pointed out that Hamilton County is second to Williamson County in contributions of local dollars to the school system. He pointed out the school system's budget has increased every year but the county hasn't been able to help with facilities. He stated he was extremely proud of the public school system and wished the topic would get more positive. He stated that dwelling on the negative demoralized teachers, coaches, principals, and the central office. He encouraged everyone to talk about the positive and work on what is not going well.

Commissioner Smedley thanked the Mayor for his comments and stated she would not support another school construction project that does not include athletic facilities on the front end. She spoke about last week's community meeting in her district with Councilman Larry Grohn regarding growth. She stated the firm the county hired to project growth reported that Apison, East Brainerd, and Ooltewah will continue to grow at a fast rate. She noted she was a single mother for many years and extracurricular activities are important for channeling a child's energy. At this time she asked the people representing East Hamilton Middle/High School to stand and a round of applause was given.

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Commissioner Fairbanks thanked everyone from East Hamilton Middle/High School and thanked them for their commitment.

Commissioner Fairbanks and Commissioner Graham thanked Anna Kate for her presentation.

Commissioner Graham thanked Commissioner Smedley for bringing this to the commission and noted that Hamilton County is dedicated to education.

Commissioner Mackey acknowledged Commissioner Smedley's dedication to her district and thanked her for being a strong voice.

Mayor Coppinger discussed the importance of extracurricular activities and thanked East Hamilton baseball coach Steve Garland, School Board Member Joe Wingate, and East Hamilton football coach Ted Gatewood for touching the lives of many students.

At this time, Commissioner Smedley handed out a list containing the outstanding needs at East Hamilton Middle/High School. A copy was filed in the Clerk's office.

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SEPTEMBER 28, 2016**

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

The Commission, The Mayor, Attorney Taylor and Clerk Knowles congratulated County Auditor Bill McGriff on his retirement. He was thanked for his hard work and dedication to Hamilton County during his 41 years of service. Mayor Coppinger announced that there would a reception in the 2<sup>nd</sup> floor rotunda at 11:00 am today.

Several Commissioners and the Mayor spoke about the County Fair and thanked the volunteers for making it possible.

Commissioner Boyd spoke about using tax dollars effectively and referenced a Times Free Press Editorial article, "Seize the day with Chattanooga 2.0". He stated the statistics in the article are disturbing and quoted a paragraph in the article, *"In Hamilton County, the problem starts very early — 60 percent of kindergartners are starting school not ready to learn. It isn't just that they don't know their ABCs or how to count. It's that they haven't been read to, and their vocabularies are so limited they cannot completely comprehend their teachers' instructions."* He spoke about Read 20's mission and the amount of money the county contributes to the organization.

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Commissioner Boyd referenced an email he received from Mary Steward Lewis, Advisory Board Chair to Read 20, dated June 8, 2015. He stated the email reported that Read 20 is public-private partnership whose mission is to create a community of readers by promoting the importance of reading with children at least 20 minutes a day or more. Statistics on increasing literacy and interaction with children and parents were also part of the email. Commissioner Boyd stated the numbers didn't add up and he has yet to receive a reply back from Read 20. He requested that Read 20 come before the commission and explain what they have accomplished with taxpayer dollars.

Commissioner Smedley reminded the Commission to RSVP the joint dinner for Commission members and School Board members at Urban Lawn on Tuesday, October 4<sup>th</sup> at 6 pm.

Mayor Coppinger invited everyone to attend the Harvest Moon Story Land Maze hosted by Read 20 on Oct 28<sup>th</sup> & 29<sup>th</sup> at the Riverpark. He stated that Read 20 is a really unique program that Mayor Claude Ramsey created during his tenure. He stated his support for Read 20 and noted that with the help of volunteers and the United Way, Read 20 has distributed over 1 million books. He spoke about the Health Department's HUGS program also partnering with Read 20 to track and improve child development.

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He also reported that the Finance Department has saved the taxpayers \$150,000 by switching to a different indexing system.

Commissioner Mackey stated he will not be able to attend Commissioner Smedley's joint meeting, he will be participating in National Night Out.

**DELEGATIONS**

Chairman Bankston asked for delegations on matters other than zoning.

County Auditor Bill McGriff addressed the Commission and thanked everyone for the support they have given him during his 41 years of service. A standing ovation and a round of applause was given.

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Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, October 5<sup>th</sup> at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date



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Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            October 5, 2016

**BE IT REMEMBERED**, that on this 5<sup>th</sup> day of October, 2016, 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 Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 8. Total absent – 0.

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

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

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

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Fields, that the minutes of the Recessed Meeting of September 14, 2016, the Agenda Preparation Session of September 14, 2016, and the Regular Meeting of September 21, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**TRUSTEE REPORTS**

The Trustee's Monthly and Excess Fee reports for August 2016 were submitted and made a matter of record.

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**CRIMINAL COURT CLERK REPORTS**

The Criminal Court Clerk's reports for April through August 2016 were submitted and made a matter of record.

**RESOLUTION NO. 1016-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE OATH OF CHAIRMAN OF THE HAMILTON COUNTY BOARD OF COMMISSIONERS, THE OATHS OF DEPUTY ASSESSORS OF PROPERTY, AND THE OATHS OF DEPUTY SHERIFFS.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 1016-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Bankston reported that Resolution Nos. 1016-2, 1016-3, and 1016-10 were heard by a Committee of the Whole.

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REGULAR MEETING  
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**RESOLUTION NO. 1016-2 A RESOLUTION TO ACCEPT THE BID OF JAKE MARSHALL SERVICE, INC. FOR \$51,925.00, FOR THE INSTALLATION OF A VARIABLE REFRIGERANT VOLUME (VRF) TYPE SPLIT HVAC SYSTEM AT THE HAMILTON COUNTY COURTS BUILDING FOR THE HAMILTON COUNTY ENGINEERING DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 1016-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-3 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A DEED CONVEYING HAMILTON COUNTY'S INTEREST IN CERTAIN PROPERTY ACQUIRED THROUGH A PREVIOUS DELINQUENT TAX SALE AND JOINTLY OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA.**

**HAMILTON COUNTY COMMISSION  
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**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 1016-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-10 A RESOLUTION APPROVING THE EXPENDITURE OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FROM LINE OF CREDIT/BOND FUNDS TO ASSIST WITH THE CONSTRUCTION OF A RESTROOM FACILITY AND CONCESSION FOR THE ATHLETIC COMPLEX AT EAST HAMILTON MIDDLE/HIGH SCHOOL.**

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Mackey, to adopt Resolution No. 1016-10. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman

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Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1016-4 A RESOLUTION TO REZONE FROM A-1  
AGRICULTURAL DISTRICT & R-2 RESIDENTIAL DISTRICT TO R-1 SINGLE  
FAMILY RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 3503, 3603 & 3635  
OOLTEWAH-RINGGOLD ROAD.**

**RESOLUTION NO. 1016-5 A RESOLUTION GRANTING A SPECIAL EXCEPTIONS  
PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT OF PROPERTIES  
AT 3503, 3603 & 3635 OOLTEWAH-RINGGOLD ROAD.**

Commissioner Smedley provided details regarding Resolution Nos. 1016-4 (formerly known as Res. No. 716-28 & 816-31) and 1016-5 (formerly known as Res. No. 716-29 & 816-32) and stated the Zoning Committee recommend approval. She asked if there was anyone in the audience that would like to speak regarding Resolution No. 1016-4. There was no one present to speak.

In response to Commissioner Smedley's request, Todd Leamon, Administrator of Public Works and County Engineer read the recommended conditions for Resolution No. 1016-4.

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In response to Commissioner Mackey's question, Commissioner Smedley stated she attended two community meetings and the developer did a thorough job addressing the communities concerns.

Clerk Knowles requested the Planning Commission provide the clerk's office with a revised copy of Resolution 1016-4 containing the recommended conditions.

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Graham, to adopt Resolution Nos. 1016-4 with conditions and 1016-5. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Bankston asked that Resolution Nos. 1016-6 through 1016-9 be considered together at this time.

**RESOLUTION NO. 1016-6 A RESOLUTION TO ACCEPT A CONTINUATION  
CONTRACT BETWEEN THE SHERIFF'S OFFICE AND THE STATE OF**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

**TENNESSEE'S DEPARTMENT OF HUMAN SERVICES FOR A CHILD SUPPORT PROGRAM FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017.**

**RESOLUTION NO. 1016-7 A RESOLUTION ACCEPTING THE BID OF CUSTOM TRUCK AND BODY WORKS, INC. FOR TWO (2) TYPE I MEDIUM DUTY AMBULANCES AMOUNTING TO \$404,918.00 FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1016-8 A RESOLUTION APPROVING A SOFTWARE UPDATE AND SUPPORT CONTRACT FOR CITYWORKS FROM AZTECA SYSTEMS, INC. FOR ONE (1) YEAR, BEGINNING NOVEMBER 11, 2016, THROUGH NOVEMBER 10, 2017, FOR THE GEOGRAPHIC INFORMATION SYSTEMS DEPARTMENT AMOUNTING TO \$41,250.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1016-9 A RESOLUTION TO ACCEPT THE BID OF DELTA STRUCTURAL TECHNOLOGY, LLC, FOR \$321,699.00, FOR THE REPAIRS AT THE HAMILTON COUNTY PARKING GARAGE FOR THE ENGINEERING DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

Commissioner Boyd, Chairman of the Finance Committee, provided details regarding Resolution Nos. 1016-6 through 1016-8.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Fairbanks, to adopt Resolution Nos. 1016-6 through 1016-8.

In response to Commissioner Boyd's request, Don Gorman, Director of Administration for the Sheriff's Department provided details regarding Resolution No. 1016-6. He stated the Tennessee Department of Human Services has agreed to pay \$212,649 and the Sheriff's Office will pay \$109,546 of the total cost of \$322,195. The contract provides two detectives and two process civil servers to get "dead beat dads". He noted that this is a continuation contract from 2001.

Commissioner Boyd stated Resolution No. 1016-7 was low bid and will replace two ambulances, each having over 200k miles. Resolution No. 1016-8 is sole source and the software (Cityworks) is used by other local agencies. These agencies will reimburse the County the full amount of \$41,250.00. He stated the Finance Committee reviewed and recommended approval of Resolution Nos. 1016-6 through 1016-8.

Commissioner Mackey addressed the term "dead beat dads" being used. He asked these men and women who fail to pay child support be labeled a different way.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

Commissioner Boyd responded and spoke highly of a program offered by First Things First called "Dads Make a Difference". He provided details regarding the program and noted the program has been over 90% successful in finding employment and getting the men current on child support.

Commissioner Mackey questioned the logic of locking up men and women who have fallen behind on child support.

Commissioner Graham responded that laws must be followed and it's a shame it takes a full staff of people to make sure these men and women take care of their own children. He indicated the government should not have to step in and make a person take care of their child, it should be automatic.

Commissioner Beck stated the problem is systemic, psychological, historical and much heavier than one can grasp. He stated the phrase "dead beat dads" came from former President Bill Clinton and it has many definitions. He also stated nonviolent offenders should not be in jail, there needs to be an alternative. However, he didn't feel further discussion today could resolve the issue. He called for the vote on the main motion made by Commissioner Boyd, seconded by Commissioner Fairbanks, to adopt Resolution Nos. 1016-6 through 1016-8.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

Commissioner Mackey responded and stated that discussions regarding school funding are going to take place and schools not educating students at the same degree will be addressed.

The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

Commissioner Boyd, Chairman of the Finance Committee, provided details regarding Resolution 1016-9 and stated the Finance Committee recommended approval. He thanked the Finance Division for taking care of the County's assets and stated the Dept. of Education's \$200 million dollar repair list needs to be addressed. He noted that the list is several years old and the commission has been given a copy of it twice.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Mackey, to adopt Resolution No. 1016-9.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

Commissioner Beck spoke regarding his ongoing effort to get the northern exterior of the Courts Building cleaned. In response to Commissioner Beck's request, Todd Leamon, Administrator of Public Works and County Engineer, reported that \$100,000 was allocated to clean the outside of the courts building and the county is currently looking into getting it restored.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 8. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

Several Commissioners and the Mayor thanked Commissioner Smedley for organizing the joint dinner for the School Board and County Commissioners. The joint dinner was held yesterday, Oct 4<sup>th</sup> at Urban Lawn.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

Commissioner Mackey spoke about the possibility of electronic voting systems being vulnerable to fraud. He suggested the commission be proactive and ask Administrator of Elections Kerry Steelman to speak to the commission.

Commissioner Graham announced that the Diversity and Equity Committee would be meeting immediately after today's commission meeting to hear a guest speaker.

Commissioner Boyd stated he has had great conversation with Hamilton County Department of Education Interim Superintendent Dr. Kirk Kelly and Assistant Superintendent Zac Brown and he looks forward to working with School Board.

Commissioner Fairbanks thanked Commissioner Smedley for finding a sponsor for the joint dinner. He stated that at last night's joint dinner the Mayor and Interim Superintendent Dr. Kelly spoke about how they meet on a regularly basis and work hard to make a difference. He thanked Mayor Coppinger and acknowledged that there is a lot of positive work going on in the school system.

Commissioner Smedley thanked everyone for their kind words about last night's joint dinner. She thanked Dr. Jared Bigham, Chattanooga 2.0 Project Leader and David Steele, Chattanooga Chamber of Commerce Vice President for sponsoring the event.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

She invited everyone to attend the annual Bark in Park dog event at Heritage Park on Saturday, October 8<sup>th</sup>, 10 am – 3 pm.

In response to Commissioner Beck's question regarding reconsideration of Chairman and Vice Chairman, Attorney Taylor stated that on any matter other than zoning it takes a member of the prevailing side to move to reconsider; upon it receiving a second, the matter is up for reconsideration.

Attorney Taylor requested that Commissioners and the Mayor meet with him in the adjacent conference room following today's regular meeting for a brief legal meeting.

Mayor Coppinger thanked Commissioner Smedley for being proactive and organizing the joint dinner. He stated there is work to be done in the school system and spoke about the importance of the Commission and School Board working together.

He also mentioned the recent retirement of County Auditor Bill McGriff, and announced that Jenneth Randall a 25-year veteran in the County Auditor's office will be acting as interim County Auditor.

Mayor Coppinger spoke of the Oct. 3<sup>rd</sup> death of retired Chattanooga Police Lt. Todd Royval. The Mayor stated that Mr. Royval was formerly in charge of the police

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 5, 2016**

department's anti-gang efforts. He highly praised the life and work of Mr. Royval, and offered his condolences to the family.

**DELEGATIONS**

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

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, October 12, 2016 at 9:30 AM.

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date

WJK  
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:** October 3, 2016

In accordance with TCA §5-8-505, I am attaching detailed and unaudited financial reports for fiscal year ending June 30, 2016 for the following constitutional officers:

Circuit Court Clerk  
Clerk and Master  
County Clerk  
Register

The County's external auditors, Mauldin & Jenkins, LLC, will complete audited copies of these statements at a later date. According to Audit Manager Jenneth Randall, no significant adjustments to the reports are expected.

WFK/dkr

Cc: County Mayor Jim Coppinger  
Audit Manager Jenneth Randall  
Administrator of Finance Albert Kiser  
County Attorney Rheubin Taylor  
Patricia Moore, Legislative Administrator

JIM M. COPPINGER  
COUNTY MAYOR



BILL W. MCGRIFF, CPA  
COUNTY AUDITOR

BOARD OF COMMISSIONERS  
CHESTER BANKSTON  
GREGORY BECK  
TIM BOYD  
RANDY FAIRBANKS  
JAMES A. (JIM) FIELDS  
JOSEPH (JOE) GRAHAM  
MARTY HAYNES  
WARREN MACKKEY  
SABRENA TURNER-SMEDLEY

JENNETH RANDALL, CPA  
AUDIT MANAGER

AUDIT STAFF  
CHERRY CANNELLA, CPA  
ROGER KINCER  
HARRY D. MANSFIELD, CGFM  
CHRIS MCCOLLOUGH  
DENISE C. MILES, CPA  
MISTY O'MALLEY, CMFO

**HAMILTON COUNTY, TENNESSEE**  
**OFFICE OF THE COUNTY AUDITOR**

**MEMORANDUM**

**RECEIVED**  
Date 10-3-2016  
By W.F. Knowles  
W.F. (Bill) Knowles  
County Clerk

**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Jenneth Randall

**DATE:** September 30, 2016 *JR*

**SUBJECT:** 2016 Fiscal Year Financial Reports

The attached reports detail the unaudited financial results for fiscal year 2016 for the following Constitutional Offices:

Circuit Court Clerk  
Clerk and Master  
County Clerk  
Register

These reports were prepared in compliance with T.C.A., Section 5-8-505, which requires all elective County public officials, having in their charge and custody public funds, to file with the County Mayor and County Commission an annual financial report for each fiscal year ending June 30.

The audit of the financial statements for these offices should be completed shortly by the County's external auditors, Mauldin & Jenkins, LLC, and we do not expect any significant adjustments to the attached reports.

If you have any questions regarding these reports, feel free to call me at 209-6210.

JR/jt

COVER LETTER FOR FINANCIAL REPORTS



## LARRY L. HENRY

CIRCUIT COURT CLERK

ELEVENTH JUDICIAL DISTRICT - HAMILTON COUNTY

500 COURTHOUSE - 625 GEORGIA AVENUE

CHATTANOOGA, TENNESSEE 37402-1497

423-209-6700

FAX 423-209-6701

J. B. BENNETT  
JUDGE DIVISION 1

W. JEFFREY HOLLINGSWORTH  
JUDGE DIVISION 2

L. MARIE WILLIAMS  
JUDGE DIVISION 3

W. NEIL THOMAS, III  
JUDGE DIVISION 4

SUSAN SISSOM  
CHIEF DEPUTY CLERK

### MEMORANDUM

**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Larry Henry  
Circuit Court Clerk

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2016.

---

Larry Henry  
Circuit Court Clerk

---

Date

**CIRCUIT COURT CLERK - LARRY L. HENRY**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**

**BALANCE SHEET**  
**June 30, 2016**  
**(With comparative totals for 2015)**

(UNAUDITED)

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2016	2015
<b>ASSETS</b>				
Cash and cash equivalents	\$ 304,231	\$ 3,593,714	\$ 3,897,945	\$ 4,736,241
Savings accounts and investments made on behalf of litigants and beneficiaries	-	3,297,773	3,297,773	2,907,835
Due from Hamilton County	-	-	-	41,474
Due from others	975	-	975	800
<b>TOTAL ASSETS</b>	<b><u>\$ 305,206</u></b>	<b><u>\$ 6,891,487</u></b>	<b><u>\$ 7,196,693</u></b>	<b><u>\$ 7,686,350</u></b>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Undistributed funds held for litigants and beneficiaries	\$ -	\$ 6,725,676	\$ 6,725,676	\$ 7,231,411
Child support and alimony	-	52	52	-
Due to State of Tennessee	-	28,628	28,628	28,797
Due to Hamilton County	250,000	82,775	332,775	342,140
Due to others	-	54,356	54,356	54,884
Accrued and other liabilities	27,546	-	27,546	14,784
<b>Total liabilities</b>	<b><u>277,546</u></b>	<b><u>6,891,487</u></b>	<b><u>7,169,033</u></b>	<b><u>7,672,016</u></b>
<b>Fund Balance</b>				
Unassigned	<u>27,660</u>	<u>-</u>	<u>27,660</u>	<u>14,334</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b><u>\$ 305,206</u></b>	<b><u>\$ 6,891,487</u></b>	<b><u>\$ 7,196,693</u></b>	<b><u>\$ 7,686,350</u></b>

**CIRCUIT COURT CLERK - LARRY L. HENRY**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE OF ALL GOVERNMENTAL FUNDS**  
**Year Ended June 30, 2016**  
**(With comparative totals for 2015)**

(UNAUDITED)

	2016	2015
<b>REVENUES</b>		
Fees and commissions (other than Data Processing)		
Circuit Division	\$ 875,047	\$ 781,775
General Sessions - Civil Division	1,025,826	1,058,231
Data processing fees		
Circuit Division	8,910	59,108
General Sessions - Civil Division	52,496	50,282
State grant	17,784	34,588
Interest	8,423	5,778
Total revenues	1,988,486	1,989,762
<b>EXPENDITURES</b>		
Circuit Court Clerk's salary	112,088	110,432
Other salaries		
Circuit Division	1,096,904	1,091,690
General Sessions - Civil Division	762,307	765,206
Miscellaneous	3,861	12,107
Total expenditures	1,975,160	1,979,435
Revenues over (under) expenditures	13,326	10,327
<b>OTHER FINANCING SOURCES (USES)</b>		
Excess fees paid to Hamilton County	-	(329,590)
Total other financing sources (uses)	-	(329,590)
Net change in Fund Balance	13,326	(319,263)
Fund Balance at Beginning of Year	14,334	333,597
Fund Balance at End of Year	\$ 27,660	\$ 14,334

**CIRCUIT COURT CLERK - LARRY L. HENRY**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF CHANGES IN ASSETS AND LIABILITIES OF ALL AGENCY FUNDS**  
**Year Ended June 30, 2016**

(UNAUDITED)

	<u>Balance at July 1, 2015</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance at June 30, 2016</u>
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 4,499,397	\$ 7,944,094	\$ 8,849,777	\$ 3,593,714
Savings accounts and investments made on behalf of litigants and beneficiaries	2,907,835	982,522	592,584	3,297,773
<b>TOTAL ASSETS</b>	<u><u>\$ 7,407,232</u></u>	<u><u>\$ 8,926,616</u></u>	<u><u>\$ 9,442,361</u></u>	<u><u>\$ 6,891,487</u></u>
<b>LIABILITIES:</b>				
<b>County Funds:</b>				
<b>Circuit Division:</b>				
Litigation taxes	\$ 5,601	\$ 75,802	\$ 75,645	\$ 5,758
Litigation taxes - special purposes	3,139	43,786	43,911	3,014
Law library taxes	244	3,329	3,538	35
Sheriff costs	3,066	41,835	41,884	3,017
<b>General Sessions - Civil Division:</b>				
Litigation taxes	42,460	459,340	463,518	38,282
Litigation taxes - special purposes	12,219	132,010	133,188	11,041
Law library taxes	609	6,562	6,622	549
Sheriff costs	24,802	268,348	272,071	21,079
<b>Totals - County Funds</b>	<u>92,140</u>	<u>1,031,012</u>	<u>1,040,377</u>	<u>82,775</u>
<b>State Funds:</b>				
<b>Circuit Division:</b>				
State litigation taxes	5,853	79,290	79,155	5,988
Other	1,419	8,162	6,347	3,234
<b>General Sessions - Civil Division:</b>				
State litigation taxes	21,525	232,954	235,073	19,406
<b>Totals - State Funds</b>	<u>28,797</u>	<u>320,406</u>	<u>320,575</u>	<u>28,628</u>
<b>Funds Held for Others:</b>				
<b>Circuit Division:</b>				
Judgments for litigants and beneficiaries	6,850,295	3,236,627	3,722,927	6,363,995
Child support and alimony	-	15,387	15,335	52
Miscellaneous	3,221	71,230	70,467	3,984
<b>General Sessions - Civil Division:</b>				
Judgments for litigants and beneficiaries	381,116	3,837,094	3,856,529	361,681
Miscellaneous	51,663	414,860	416,151	50,372
<b>Totals - Funds Held for Others</b>	<u>7,286,295</u>	<u>7,575,198</u>	<u>8,081,409</u>	<u>6,780,084</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 7,407,232</u></u>	<u><u>\$ 8,926,616</u></u>	<u><u>\$ 9,442,361</u></u>	<u><u>\$ 6,891,487</u></u>



## ROBIN L. MILLER, CLERK & MASTER

CHANCERY COURT OF TENNESSEE  
ELEVENTH JUDICIAL DISTRICT - HAMILTON COUNTY  
300 COURTHOUSE - 625 GEORGIA AVENUE  
CHATTANOOGA, TENNESSEE 37402  
TELEPHONE (423) 209-6600  
FAX (423) 209-6601

HON. PAMELA A. FLEENOR  
CHANCELLOR PART 1

HON. JEFFREY M. ATHERTON  
CHANCELLOR PART 2

ANITA ROSS  
CHIEF DEPUTY

LISA SMITH  
CHIEF GUARDIANSHIP DEPUTY

CHARLENE SIMMONS  
CHIEF EQUITY DEPUTY

ANNE FRICKER  
CHIEF PROBATE DEPUTY

CAMBY AKERS  
CHIEF TAX DEPUTY

LIMATEEN SMITH  
CHIEF FINANCIAL DEPUTY

### MEMORANDUM

**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Robin L. Miller  
Clerk and Master

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2016.

Robin L. Miller  
Clerk and Master

September 28, 2016

Date

**CLERK & MASTER - ROBIN MILLER**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**

**BALANCE SHEET**

June 30, 2016

(With comparative totals for 2015)

(UNAUDITED)

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2016	2015
<b>ASSETS</b>				
Cash and cash equivalents	\$ 1,308,042	\$ 3,733,352	\$ 5,041,394	\$ 5,127,219
Savings accounts and investments made on behalf of litigants and beneficiaries	-	4,194,179	4,194,179	3,872,652
<b>TOTAL ASSETS</b>	<b>\$ 1,308,042</b>	<b>\$ 7,927,531</b>	<b>\$ 9,235,573</b>	<b>\$ 8,999,871</b>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Undistributed funds held for litigants and beneficiaries	\$ -	\$ 4,797,328	\$ 4,797,328	\$ 4,570,339
Due to Hamilton County	423,000	694,152	1,117,152	1,372,091
Due to municipalities	-	431,462	431,462	537,157
Due to back tax attorneys	-	79,077	79,077	102,126
Due to others	-	1,925,512	1,925,512	1,642,803
Accrued and other liabilities	21,338	-	21,338	10,825
<b>Total liabilities</b>	<b>444,338</b>	<b>7,927,531</b>	<b>8,371,869</b>	<b>8,235,341</b>
<b>Fund Balance</b>				
Restricted for computer-related purchases	-	-	-	1,455
Unassigned	863,704	-	863,704	763,075
<b>Total fund balance</b>	<b>863,704</b>	<b>-</b>	<b>863,704</b>	<b>764,530</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 1,308,042</b>	<b>\$ 7,927,531</b>	<b>\$ 9,235,573</b>	<b>\$ 8,999,871</b>

**CLERK & MASTER - ROBIN MILLER**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE FOR ALL GOVERNMENTAL FUNDS**  
**Year Ended June 30, 2016**  
**(With comparative totals for 2015)**

(UNAUDITED)

	<u>2016</u>	<u>2015</u>
<b>REVENUES</b>		
Chancery Court division	\$ 186,533	\$ 233,949
Delinquent tax division	1,747,591	1,820,258
Probate division	430,249	347,702
Interest	7,203	4,122
Total revenues	<u>2,371,576</u>	<u>2,406,031</u>
<b>EXPENDITURES</b>		
Clerk & Master's salary	112,088	110,010
Commissions paid to Clerk & Master	-	-
Other salaries and wages	1,347,386	1,324,691
Office equipment, maintenance and rentals	5,637	5,826
Computer Expenses	10,930	3,797
Credit card processing fees	22,953	20,013
Miscellaneous	36,287	50,681
Total expenditures	<u>1,535,281</u>	<u>1,515,018</u>
Revenues over expenditures	836,295	891,013
<b>OTHER FINANCING USES</b>		
Excess fees remitted to Hamilton County	<u>737,121</u>	<u>1,114,654</u>
Net change in Fund Balance	99,174	(223,641)
Fund Balance at Beginning of Year	<u>764,530</u>	<u>988,171</u>
Fund Balance at End of Year	<u><u>\$ 863,704</u></u>	<u><u>\$ 764,530</u></u>

**CLERK & MASTER - ROBIN MILLER**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF CHANGES IN ASSETS AND**  
**LIABILITIES OF ALL AGENCY FUNDS**  
**Year Ended June 30, 2016**

(UNAUDITED)

	Balance at July 1, 2015	Additions	Deductions	Balance at June 30, 2016
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 3,928,864	\$ 16,353,805	\$ 16,549,317	\$ 3,733,352
Savings accounts and investments made on behalf of litigants and beneficiaries	3,872,652	806,967	485,440	4,194,179
<b>TOTAL ASSETS</b>	<b><u>\$ 7,801,516</u></b>	<b><u>\$ 17,160,772</u></b>	<b><u>\$ 17,034,757</u></b>	<b><u>\$ 7,927,531</u></b>
<b>LIABILITIES:</b>				
<b>County Funds</b>				
Delinquent property taxes, penalties and interest	\$ 949,071	\$ 6,598,201	\$ 6,853,120	\$ 694,152
Litigation taxes - general	-	37,406	37,406	-
Litigation taxes - specific purpose	-	17,312	17,312	-
Law library	-	1,644	1,644	-
Sheriff costs	20	2,340	2,360	-
<b>Totals - County Funds</b>	<b><u>949,091</u></b>	<b><u>6,656,903</u></b>	<b><u>6,911,842</u></b>	<b><u>694,152</u></b>
<b>State Funds</b>				
Litigation taxes	-	39,318	39,318	-
<b>Funds Held For Others</b>				
Funds collected on behalf of litigants and beneficiaries	4,570,339	1,853,503	1,626,514	4,797,328
Delinquent property taxes, penalties and interest for municipalities	537,157	4,496,930	4,602,625	431,462
Attorneys' fees	102,126	796,845	819,894	79,077
Back tax sales	1,549,882	1,969,978	1,681,199	1,838,661
Other	92,921	1,347,295	1,353,365	86,851
<b>Totals - Funds Held For Others</b>	<b><u>6,852,425</u></b>	<b><u>10,464,551</u></b>	<b><u>10,083,597</u></b>	<b><u>7,233,379</u></b>
<b>TOTAL LIABILITIES</b>	<b><u>\$ 7,801,516</u></b>	<b><u>\$ 17,160,772</u></b>	<b><u>\$ 17,034,757</u></b>	<b><u>\$ 7,927,531</u></b>



HAMILTON COUNTY

# Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES  
County Clerk

## MEMORANDUM

**TO:** County Mayor Jim Coppinger

**FROM:** Bill Knowles  
County Clerk

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2016.

Bill Knowles  
County Clerk

Date

**COUNTY CLERK - WILLIAM F. KNOWLES**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**

**BALANCE SHEET**  
**June 30, 2016**  
**(With comparative totals for 2015)**

(UNAUDITED)

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2016	2015
<b>ASSETS</b>				
Cash and cash equivalents	\$ 891,462	\$ 2,997,883	\$ 3,889,345	\$ 3,652,807
Due from Hamilton County	21,297	-	21,297	-
Accounts receivable	129	994	1,123	20,493
Prepaid asset	-	-	-	4,137
<b>TOTAL ASSETS</b>	<b><u>\$ 912,888</u></b>	<b><u>\$ 2,998,877</u></b>	<b><u>\$ 3,911,765</u></b>	<b><u>\$ 3,677,437</u></b>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Due to Hamilton County	\$ -	\$ 125,951	\$ 125,951	\$ 97,553
Due to State of Tennessee	-	2,636,121	2,636,121	2,435,593
Due to City of Chattanooga	-	38,725	38,725	41,760
Due to others	-	198,080	198,080	220,866
Accrued and other liabilities	37,240	-	37,240	119,163
<b>Total liabilities</b>	<b><u>37,240</u></b>	<b><u>2,998,877</u></b>	<b><u>3,036,117</u></b>	<b><u>2,914,935</u></b>
<b>Fund Balance</b>				
Restricted for organ donor program	1,248	-	1,248	1,248
Restricted for computer-related purchases	59,552	-	59,552	15,711
Unassigned	814,848	-	814,848	745,543
<b>Total fund balance</b>	<b><u>875,648</u></b>	<b><u>-</u></b>	<b><u>875,648</u></b>	<b><u>762,502</u></b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b><u>\$ 912,888</u></b>	<b><u>\$ 2,998,877</u></b>	<b><u>\$ 3,911,765</u></b>	<b><u>\$ 3,677,437</u></b>

**COUNTY CLERK - WILLIAM F. KNOWLES**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCE OF ALL GOVERNMENTAL FUNDS**  
**Year Ended June 30, 2016**  
**(With comparative totals for 2015)**

(UNAUDITED)

	<u>2016</u>	<u>2015</u>
<b>REVENUES</b>		
Motor vehicle fees	\$ 3,288,367	\$ 3,036,012
Business license fees	729,502	639,128
Motor vehicle online renewal fees	66,223	66,109
Marriage license fees	44,743	41,041
Boat registration fees	39,560	36,831
Notary fees	34,352	35,431
Computer fees	85,521	92,000
Miscellaneous	31,041	39,182
Interest	5,268	4,030
Total revenues	<u>4,324,577</u>	<u>3,989,764</u>
<b>EXPENDITURES</b>		
County Clerk's salary	112,088	110,010
Other salaries	2,537,110	2,508,574
Contracted wages - temporary services	78,622	23,208
Computer equipment and supplies	41,680	127,339
Miscellaneous	56,931	104,975
Total expenditures	<u>2,826,431</u>	<u>2,874,106</u>
Revenues over expenditures	1,498,146	1,115,658
<b>OTHER FINANCING USES</b>		
Excess fees remitted to Hamilton County	<u>1,385,000</u>	<u>980,700</u>
Net change in Fund Balance	113,146	134,958
Fund Balance at Beginning of Year	<u>762,502</u>	<u>627,544</u>
Fund Balance at End of Year	<u><u>\$ 875,648</u></u>	<u><u>\$ 762,502</u></u>

**COUNTY CLERK - WILLIAM F. KNOWLES**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF CHANGES IN ASSETS AND**  
**LIABILITIES OF ALL AGENCY FUNDS**  
Year Ended June 30, 2016

(UNAUDITED)

	Balance at July 1, 2015	Additions	Deductions	Balance at June 30, 2016
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 2,795,565	\$ 28,947,150	\$ 28,744,832	\$ 2,997,883
Accounts receivable	207	13,219	12,432	994
<b>TOTAL ASSETS</b>	<u><u>\$ 2,795,772</u></u>	<u><u>\$ 28,960,369</u></u>	<u><u>\$ 28,757,264</u></u>	<u><u>\$ 2,998,877</u></u>
<b>LIABILITIES:</b>				
<b>County Funds</b>				
Business tax	\$ 1,137	\$ 13,570	\$ 13,698	\$ 1,009
Beer tax	94,027	1,083,913	1,055,675	122,265
Marriage licenses	2,327	26,486	26,353	2,460
Special motor vehicle tags	62	2,728	2,573	217
<b>Totals - County Funds</b>	<u>97,553</u>	<u>1,126,697</u>	<u>1,098,299</u>	<u>125,951</u>
<b>State Funds</b>				
Motor vehicle registration	1,165,268	14,132,870	13,869,403	1,428,735
Sales and use tax	1,256,548	12,435,049	12,499,830	1,191,767
Business tax	-	-	-	-
Notary commissions	577	7,290	6,880	987
Marriage privilege tax	12,971	142,215	141,115	14,071
Other	229	6,175	5,843	561
<b>Totals - State Funds</b>	<u>2,435,593</u>	<u>26,723,599</u>	<u>26,523,071</u>	<u>2,636,121</u>
<b>Funds Held For Others</b>				
City of Chattanooga - Motor vehicle renewals	41,760	498,415	501,450	38,725
Contractor - tenant escrow	144,790	7,963	6,475	146,278
Dealer Escrow	76,076	356,919	381,193	51,802
Refunds	-	246,776	246,776	-
<b>Totals - Funds Held For Others</b>	<u>262,626</u>	<u>1,110,073</u>	<u>1,135,894</u>	<u>236,805</u>
<b>TOTAL LIABILITIES</b>	<u><u>\$ 2,795,772</u></u>	<u><u>\$ 28,960,369</u></u>	<u><u>\$ 28,757,264</u></u>	<u><u>\$ 2,998,877</u></u>



TELEPHONE  
423/209-6560  
FAX:  
423/209-6561  
EMAIL:  
register@mail.hamiltontn.gov  
WEBSITE:  
<http://www.hamiltontn.gov/register/>

## *Hamilton County Register*

PAM HURST, REGISTER  
625 GEORGIA AVENUE  
ROOM 400, HAMILTON COUNTY COURTHOUSE  
CHATTANOOGA, TENNESSEE 37402

### MEMORANDUM

**TO:** County Mayor Jim Coppinger  
County Clerk Bill Knowles

**FROM:** Pam Hurst  
Register

**SUBJECT:** Year End Financial Report

The attached report is submitted in accordance with requirements of Section 5-8-505, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects the account balances and financial transactions of this office as of and for the year ended June 30, 2016.

A handwritten signature in cursive script that reads "Pam Hurst". The signature is written in black ink and is positioned above a horizontal line.

Pam Hurst  
Register

9-26-16

Date

**REGISTER - PAMELA HURST**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**

**STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE OF ALL GOVERNMENTAL FUNDS**

Year ended June 30, 2016  
(With comparative totals for 2015)

(UNAUDITED)

	2016	2015
<b>REVENUES</b>		
Commissions	\$ 295,259	\$ 256,845
Recording fees - deeds	197,460	178,695
Recording fees - mortgages	877,580	813,980
Recording fees - other	404,313	370,076
Probate fees	23,019	21,442
Data processing fees	113,784	108,594
Remote access fees	157,650	161,000
Certified copies and releases	14,258	11,739
Interest	1,834	2,537
Miscellaneous	36,255	34,973
<b>Total revenues</b>	<b>2,121,412</b>	<b>1,959,881</b>
<b>EXPENDITURES</b>		
Register's salary	112,088	110,010
Other salaries	654,295	637,492
Reimbursement to GIS for document recording	2,835	2,755
Miscellaneous	11,968	10,654
<b>Total expenditures</b>	<b>781,186</b>	<b>760,911</b>
Revenues over expenditures	1,340,226	1,198,970
<b>OTHER FINANCING USES</b>		
Excess fees remitted to Hamilton County	1,225,218	1,018,345
Excess data entry fees remitted to Hamilton County	113,572	107,384
<b>Total other financing uses</b>	<b>1,338,790</b>	<b>1,125,729</b>
Net change in Fund Balance	1,436	73,241
Fund Balance at Beginning of Year	334,545	261,304
Fund Balance at End of Year	<b>\$ 335,981</b>	<b>\$ 334,545</b>

**REGISTER - PAMELA HURST**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**BALANCE SHEET**  
**June 30, 2016**  
**(With comparative totals for 2015)**

(UNAUDITED)

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2016	2015
<b>ASSETS</b>				
Cash and cash equivalents	\$ 356,232	\$ 1,202,742	\$ 1,558,974	\$ 1,488,528
Accounts receivable	-	6,139	6,139	1,535
<b>TOTAL ASSETS</b>	<b>\$ 356,232</b>	<b>\$ 1,208,881</b>	<b>\$ 1,565,113</b>	<b>\$ 1,490,063</b>
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Due to State of Tennessee	\$ -	\$ 1,208,881	\$ 1,208,881	\$ 1,140,440
Accrued liabilities	20,251	-	20,251	15,078
<b>Total liabilities</b>	<b>20,251</b>	<b>1,208,881</b>	<b>1,229,132</b>	<b>1,155,518</b>
<b>Fund Balance</b>				
Unassigned	335,981	-	335,981	334,545
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 356,232</b>	<b>\$ 1,208,881</b>	<b>\$ 1,565,113</b>	<b>\$ 1,490,063</b>

**REGISTER - PAMELA HURST**  
**A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE**  
**STATEMENT OF CHANGES IN ASSETS AND**  
**LIABILITIES OF ALL AGENCY FUNDS**  
**Year Ended June 30, 2016**

(UNAUDITED)

	<u>Balance at July 1, 2015</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance at June 30, 2016</u>
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 1,138,905	\$ 12,262,269	\$ 12,198,432	\$ 1,202,742
Accounts receivable	<u>1,535</u>	<u>40,190</u>	<u>35,586</u>	<u>6,139</u>
<b>TOTAL ASSETS</b>	<b><u><u>\$ 1,140,440</u></u></b>	<b><u><u>\$ 12,302,459</u></u></b>	<b><u><u>\$ 12,234,018</u></u></b>	<b><u><u>\$ 1,208,881</u></u></b>
<b>LIABILITIES:</b>				
State Funds				
State conveyance tax - deeds	\$ 770,398	\$ 8,402,755	\$ 8,319,651	\$ 853,502
State conveyance tax - mortgages	<u>370,042</u>	<u>3,899,704</u>	<u>3,914,367</u>	<u>355,379</u>
<b>TOTAL LIABILITIES</b>	<b><u><u>\$ 1,140,440</u></u></b>	<b><u><u>\$ 12,302,459</u></u></b>	<b><u><u>\$ 12,234,018</u></u></b>	<b><u><u>\$ 1,208,881</u></u></b>

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): October 10, 2016.

The foregoing designee has the powers, including the power to vote, as are otherwise conferred upon me in my official capacity when serving on this body.

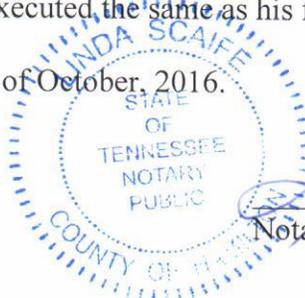
This the 3rd day of October, 2016.

  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 3rd day of October, 2016 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed ~~the same~~ as his free act and deed.

Witness my hand on this 3<sup>rd</sup> day of October, 2016.



  
Notary Public



## Hamilton County Board of Commissioners

# RESOLUTION

No. 1016-11

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

**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 COUNTY CLERKS”** 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 to be submitted to the Secretary of State; and

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

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

---

County Clerk

Approved:

Vetoed:

---

County Mayor

---

October 19, 2016

---

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
OCTOBER 19, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Glenn Allen	903 Dunsinane Road Signal Mtn., TN 37377 423-886-6667	Edd Kirby Adventure 400 W. M.L.K. Blvd. Chattanooga, TN 37402 706-278-1122
Angela G. Arnold	514 S Lovell Ave. Chattanooga, TN 37412 678-773-2080	Mountain view @ 153 6061 International Dr. Chattanooga, TN 37421 423-756-1331
Jeffery G. Babb Jr.	2430 Cedar Creek Drive Chattanooga, TN 37421 423-580-4151	Battleground Financial Advisors, Inc. 6148 Lee Hwy., Ste. 201 Chattanooga, TN 37421 423-499-5550
Robert Beamon	1800 Fenchcroft Lane Chattanooga, TN 37421 423-280-9475	Retired N/A N/A N/A
Christopher Bean	20 Paulmar Drive Chattanooga, TN 37415 423-413-2027	Bank of America 1945 Northpoint Blvd. Hixson, TN 37343 423-752-1235
Santha Bone	4615 Fair Bluff Lane Chattanooga, TN 37416 423-713-2111	City of Chattanooga 1250 Market St. Chattanooga, TN 37402 423-643-6016
Michele R. Bowman	8396 Booth Bay Drive Hixson, TN 37343 N/A	Atlantic Capital Bank 531 Broad Street Chattanooga, TN 37401 N/A
Tonia Brigham	1013 Lansdell Road Chattanooga, TN 37412 423-635-9802	Bass Pro Shop 1000 Bass Pro Dr. East Ridge, TN 37412 423-894-0400
Teresa M. Byers	365 Warren Drive Chattanooga, TN 37419 423-413-1989	Massey & Associates 6400 Lee Hwy., Ste. 101 Chattanooga, TN 37421 423-697-4529
Twonna L. Clark	2404 Horseshoe Drive Soddy Daisy, TN 37379 423-842-4488	Sesco Electric Supply 2150 Amnicola Hwy. Chattanooga, TN 37406 423-698-2990

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
OCTOBER 19, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Denise R. Coalson	311 N. Circle Drive LaFayette, GA 30728 706-331-6294	Robert S. Berz Co. 407 E. 4th Street Chattanooga, TN 37403 423-756-0782
Cliff Coggins	6320 Hixson Pike, Apt. 36A Hixson, TN 37343 N/A	Bake Crafters Food Co. 10673 S. Lee Hwy. McDonald, TN 37353 N/A
Patricia Conklin	7477 Commons Blvd., Apt. 724 Chattanooga, TN 37421 772-361-4886	TVFCU 715 Market Street Chattanooga, TN 37402 423-634-7811
Marvin S. Couch	3714 Sumter Avenue Chattanooga, TN 37406 302-257-9266	MSC Mobile Notary Same Same Same
Robin S. DeBolt	5514 Fawn Ridge Drive Chattanooga, TN 37416 423-618-5852	Erlanger Health System 975 E. Third Street Chattanooga, TN 37403 423-778-7403
Marcy Eaves	P.O. Box 666 Flintstone, GA 30725 423-443-9639	Easy Auto 5610 Ringgold Rd. East Ridge, TN 37412 423-499-6399
F D Eberhardt	1102 Anita Drive Chattanooga, TN 37411 423-503-3552	N/A N/A N/A N/A
Kelley S. Evatt	7349 Edgefield Drive Chattanooga, TN 37421 423-400-1688	Caldsted Foundation 3701 Cherryton Drive Chattanooga, TN 37411 423-624-9907
Juan Florez	1321 Phils Drive Chattanooga, TN 37421 423-424-9566	N/A N/A N/A N/A
Terrance J. Fountain	5700 Roper St., Apt. O-15 East Ridge, TN 37412 423-999-0574	Kiff L. Newkirk, Esq. 631 Cherry Street Chattanooga, TN 37402 423-634-8885

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
OCTOBER 19, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Jennifer M. Griffin	304 Pinehurst Circle Chickamauga, GA 30707 N/A	Pinnacle Financial Partners 801 Broad Street Chattanooga, TN 37402 423-386-3408
Kimball R. Hales	7235 Asteroid Lane Harrison, TN 37341 423-344-2887	Millennium Bank 6392 Artesian Circle Ooltewah, TN 37363 423-238-8634
Wayne Henry	9022 Pleasant Lane Ooltewah, TN 37363 423-240-7813	Self-Employed N/A N/A N/A
David Hickman	9712 Frost Creek Dr. Ooltewah, TN 37363 423-510-0954	Bass Pro Shop 1000 Bass Pro Dr. East Ridge, TN 37412 423-242-4280
Jennifer Howard	173 Harden Drive Ringgold, GA 30736 423-326-9135	Bass Pro Shop 1000 Bass Pro Dr. East Ridge, TN 37412 423-242-4002
Tamera A. Kibble	7524 Short Tail Springs Rd. Harrison, TN 37341 N/A	Steff's Company, Inc. 1724 Central Avenue Chattanooga, TN 37408 423-777-4830
Rhonda S. Layne	1055 Floyd Drive Chattanooga, TN 37412 423-987-3224	T. T. Wilson Co. 1255 Central Avenue Chattanooga, TN 37401 423-266-7165
Marcy Lowery	1429 Dustin Drive Dalton, GA 30720 706-313-5256	CitiFinancial Service, LLC 5791 Brainerd Rd. Chattanooga, TN 37411 423-892-5555
Janet D. Moore	1102 Anita Drive Chattanooga, TN 37411 423-893-7316	BlueCross BlueShield of TN 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-7216
Robert S. Morris	8039 Rosemere Way Chattanooga, TN 37421 423-716-6623	Self-Employed N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
OCTOBER 19, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Nancy L. Neal	5099 Rotary Drive Chattanooga, TN 37416 423-892-4790	UTC 615 McCallie Ave., Dept. 6005 Chattanooga, TN 37403 423-425-4474
Melanie L. Reeves	3319 Angela Lane Chattanooga, TN 37419 423-593-9409	First Choice Title, Inc 9408 Apison Pike #182 Ooltewah, TN 37363 423-892-7177
Heather Ritchey	7177 Dana Michelle Lane Birchwood, TN 37308 423-838-6310	Dixieland Construction 2813 Belle Arbor Ave. Chattanooga, TN 37406 423-493-9150
Deborah M. Roden	10135 Meadow Stone Dr. Apison, TN 37302 423-316-4440	Roden Motors 3425 Rossville Blvd. Chattanooga, TN 37407 423-867-5856
Elizabeth Ross	9958 Cottage Creek Lane Apison, TN 37302 423-290-6824	The Benson Law Firm 622 Georgia Ave. Ste. 105 Chattanooga, TN 37402 423-634-7785
Cathy Samuels	1311 Carriage Parc Drive Chattanooga, TN 37421 404-569-0716	Sonic Automotive P.O. Box 23488 Chattanooga, TN 37422 423-242-7010
Shana S. Sapp	2551 Eagle Creek Way Signal Mtn., TN 37377 423-886-9386	EPB Employees Credit Union 1500 McCallie Ave. Chattanooga, TN 37404 423-648-3413
Gayle Schoenborn	1438 Jefferson St. Chattanooga, TN 37408 423-774-7270	Notre Dame High School 2701 Vermont Ave. Chattanooga, TN 37404 423-624-4618
Tara L. Sharp	181 Crest Road McDonald, TN 37353 740-360-9187	CitiFinancial Service 5791 Brainerd Rd. Chattanooga, TN 37411 423-892-5555
Bethany L. Smisson	200 Oak Street Lookout Mountain, TN 37350 423-364-1969	Playcore 401 Chestnut St., Ste. 410 Chattanooga, TN 37402 423-648-5606

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
OCTOBER 19, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Sandra Stockman	454 Maine Avenue Wildwood, GA 30757 423-762-6540	Chattanooga Cares 1000 E. Third St., Ste. 300 Chattanooga, TN 37403 423-648-9905
Jeanna Thomas	7105 Ridgestone Drive Ooltewah, TN 37363 470-214-0062	Chattanooga Spine and Nerve Institute 1334 Mackey Branch Drive Chattanooga, TN 37421 423-296-2604
Treva Thomas	10429 Sims Harris Road Ooltewah, TN 37363 423-344-0111	SunTrust Bank 9627 Dayton Pike Soddy Daisy, TN 37379 423-243-9902
Lisa Trowell	8133 Karr Street Chattanooga, TN 37421 423-991-6348	Thyssenkrupp Automotive Systems 8005 Volkswagen Dr., Ste. 101 Chattanooga, TN 37416 423-531-2030
Cindy Trower	19 Upshaw Drive Chickamauga, GA 30707 423-413-9921	Easy Auto 5610 Ringgold Rd. East Ridge, TN 37412 423-499-6399
J. Taylor Walker	119 N. Palisades Drive Signal Mtn., TN 37377 423-886-5288	O'Neal & Walker 701 Market St., #1600 Chattanooga, TN 37402 423-756-5111
Arla Waters	203 Gadd Road Chattanooga, TN 37415 423-242-5339	Sonic Automotive 2135 Chapman Road Chattanooga, TN 37421 423-242-7003
Janet Williams	P.O. Box 9303 Chattanooga, TN 37404 423-933-8964	Tennessee Awning 1601 McCallie Ave. Chattanooga, TN 37404 423-622-7024
Justin L. Wolfe	3711 Provence St. Chattanooga, TN 37411 423-994-5617	Edd Kirby's Adventure, LLC 400 W. M.L.K. Blvd. Chattanooga, TN 37402 706-278-1122
Linda J. Wood	7408 Pinewood Drive Chattanooga, TN 37421 423-892-0514	First Tennessee Bank 701 Market St. Chattanooga, TN 37421 423-757-4208

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
OCTOBER 19, 2016**

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Barbara Allen	July 26, 2016	September 22, 2016
Michaela Catlett	August 9, 2016	September 22, 2016
Samantha Catlett	August 9, 2016	September 22, 2016
Tracey Pruett	September 13, 2016	September 22, 2016
Tena E. Keith	August 25, 2016	September 22, 2016
Kristy R. Morton	September 13, 2016	September 22, 2016
Luis F. Otero	September 13, 2016	September 23, 2016
Paul C. Haney	September 13, 2016	September 26, 2016
Robert S. Grot	September 13, 2016	September 26, 2016
Linda A. Lanier	September 13, 2016	September 26, 2016
Maria I. Eargle	September 13, 2016	September 26, 2016
Paul F. Doherty	July 26, 2016	September 26, 2016
Tonia L. Bruce	August 9, 2016	September 26, 2016
Ava D. Davis	August 9, 2016	September 27, 2016
Brooke Womack	September 13, 2016	September 27, 2016
L. Ackerman	August 9, 2016	September 27, 2016
Christopher Brown	September 13, 2016	September 27, 2016
Teya Neff	July 11, 2016	September 28, 2016
Pamela B. Benecke	August 25, 2016	September 28, 2016
Melissa A. Kolben	September 13, 2016	September 28, 2016
Michael C. Quarles	September 13, 2016	September 28, 2016
Carolyn Catchings	July 26, 2016	September 28, 2016
Teresa L. Harper	August 25, 2016	September 28, 2016
Tieran Walls	August 25, 2016	September 28, 2016
Cheryl R. Crutcher	August 25, 2016	September 28, 2016
Debbie Higdon	September 13, 2016	September 28, 2016
Kelly S. Barlew	August 9, 2016	September 29, 2016
Kathy Burkhart	August 25, 2016	September 29, 2016
Monica Hertle	September 13, 2016	September 29, 2016
Karen M. Dunegan	July 26, 2016	September 30, 2016
Rebecca Harkins	August 9, 2016	September 30, 2016
Phyllis Hudson	August 9, 2016	September 30, 2016
Albert W. Secor	September 13, 2016	September 30, 2016
Linda Stinson	September 13, 2016	October 3, 2016
Deborah F. Miller	August 25, 2016	October 3, 2016
Christy Miller	August 25, 2016	October 3, 2016
Leslie Lynn	September 13, 2016	October 3, 2016
Carl E. Levi	September 27, 2016	October 3, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
OCTOBER 19, 2016**

<b><u>NAME</u></b>	<b><u>COMMISSION DATE</u></b>	<b><u>DATE QUALIFIED</u></b>
Virginia B. Scealf	July 26, 2016	October 4, 2016
Tracey L. Stork	July 26, 2016	October 4, 2016
Ashley Lanham	July 6, 2016	October 4, 2016
Duan L. Bush	August 25, 2016	October 5, 2016
Linda Woody	September 13, 2016	October 5, 2016
Jodi Allen	July 26, 2016	October 5, 2016
Jesse Thomas Swanson	September 13, 2016	October 5, 2016
Deadra D. Ragsdale	August 25, 2016	October 5, 2016
Justin Scott	August 9, 2016	October 5, 2016
Deena Patel	August 9, 2016	October 5, 2016
Shannon C. McCroskey	September 13, 2016	October 5, 2016
Marta Millbank	September 13, 2016	October 5, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY COUNTY CLERKS  
OCTOBER 19, 2016**

The individuals listed below appeared in the County Clerk's Office to receive the oath as Deputy County Clerk as prescribed by law.

<u>Name</u>	<u>Date of Oath</u>
Sophia Hampton	October 5, 2016
Carrie Waddell	October 5, 2016
Triba Womble	October 5, 2016

**OATH  
DEPUTY COUNTY CLERK  
HAMILTON COUNTY, TENNESSEE**

**STATE OF TENNESSEE**

**COUNTY OF HAMILTON**

I, Sophie Hampton do solemnly swear that I will perform with fidelity the duties of the Office of Deputy County Clerk of Hamilton County, Tennessee, to which I have been appointed and which I am about to assume, without partiality of favor, to the best of my skill and ability.

I further swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, so help me God.

Sophie Hampton

Sworn to and subscribed before me this 5 day of October, 2016



Julie D. Chambers  
Commission Exp. 07/22/19

**OATH  
DEPUTY COUNTY CLERK  
HAMILTON COUNTY, TENNESSEE**

**STATE OF TENNESSEE**

**COUNTY OF HAMILTON**

I, Carrie Waddell do solemnly swear that I will perform with fidelity the duties of the Office of Deputy County Clerk of Hamilton County, Tennessee, to which I have been appointed and which I am about to assume, without partiality of favor, to the best of my skill and ability.

I further swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, so help me God.

x Carrie Waddell

Sworn to and subscribed before me this 5<sup>th</sup> day of October, 20 16



Judy Milliken  
My expiration expires 10/17/18

**OATH  
DEPUTY COUNTY CLERK  
HAMILTON COUNTY, TENNESSEE**

**STATE OF TENNESSEE**

**COUNTY OF HAMILTON**

I, *Yriba Womble* do solemnly swear that I will perform with fidelity the duties of the Office of Deputy County Clerk of Hamilton County, Tennessee, to which I have been appointed and which I am about to assume, without partiality of favor, to the best of my skill and ability.

I further swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, so help me God.

X *Yriba Womble*

Sworn to and subscribed before me this 5<sup>th</sup> day of October, 20 16



*Judy Milliken*  
my expiration expires 10/17/18



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1016-12

### A RESOLUTION TO REAPPOINT MEMBERS TO THE HAMILTON COUNTY AUDIT COMMITTEE

**WHEREAS,** this county legislative body established an Audit Committee on March 30, 2014, pursuant to Resolution No. 313-22, with those duties and responsibilities as enumerated in resolution; and

**WHEREAS,** the Resolution establishing the Audit Committee stated that the committee would consist of three (3) members to be comprised of members of the County Commission, and/or citizens of Hamilton County, or a combination of both as shall be appointed annually by the Chairman of County Commission and approved by vote of the County Commission; and

**WHEREAS,** Chairman Chester Bankston has reappointed Commissioner Warren Mackey Commissioner Jim Fields and himself to serve on the Audit Committee until October 19, 2017.

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

That the reappointments of Chairman Chester Bankston, Commissioner Warren Mackey and Commissioner Jim Fields to the Hamilton County Audit Committee, for a term ending October 19, 2017, are hereby approved.

**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

October 19, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1016-13

**A RESOLUTION APPOINTING COMMISSIONER SABRENA SMEDLEY AS AN ASSOCIATE MEMBER TO THE HAMILTON COUNTY BOARD OF ZONING APPEALS.**

**WHEREAS,** Tennessee Code Annotated Section 13-406 and Hamilton County Zoning Regulation VII, Section 106 et seq., provide for the appointment of members to the Hamilton County Board of Zoning Appeals by the Hamilton County Board of Commissioners; and

**WHEREAS,** the Local Zoning Ordinance of Hamilton County has been amended to reflect that associate members can be appointed to the Board of Zoning Appeals to serve in the event that any regular member is temporarily unavailable to act owing to their absence from the County, illness, interest in a case before the Board, or other cause; and

**WHEREAS,** due to Commissioner Marty Haynes being elected Assessor of Property there exists a vacancy among associate member of the Hamilton County Board of Zoning requiring the Hamilton County Commission to appoint a replacement; and

**WHEREAS,** the Hamilton County Board of Commissioners wishes to appoint Hamilton County Commissioner Sabrena Smedley as an alternate on said Board to fill the unexpired term created by Commissioner Marty Haynes being elected Assessor of Property.

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

That Hamilton County Commissioner Sabrena Smedley is hereby appointed as an alternate member to the Hamilton County Board of Zoning Appeals to complete the unexpired term crated by Commissioner Marty Haynes being elected Assessor Property.

**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

October 19, 2016

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-14

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA) BOARD OF DIRECTORS FOR A TERM ENDING OCTOBER 19, 2021.

WHEREAS, pursuant to Chapter No. 515 of the Private Acts of 1970, as amended by Chapter No. 160 of the Private Acts of 1971, and an ordinance by the City of Chattanooga, the County Mayor appoints one member to the CARTA Board of Directors; this appointment being confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has reappointed Patricia M. McKoy to a term of five years beginning October 19, 2016 and ending October 19, 2021.

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

That the reappointment of Patricia M. McKoy to the CARTA Board of Directors is hereby confirmed for the term as stated above.

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

October 19, 2016

\_\_\_\_\_  
Date

# Patricia M. McKoy

905 Shady Circle  
Signal Mountain, TN 37377  
Patriciakaymckoy@gmail.com

Home: 423-385-8965  
Cell: 423-802-3448

## Objective

- To continue my career with an organization that will utilize my educational management, supervision & administrative skills to benefit mutual growth and success.

## Skills

- Curriculum building
- Teacher mentor and coach
- Workshop developer and facilitator
- Lead Teacher
- Administrative duties and responsibilities
- Strong classroom management skills
- Counseling and Advising
- Editorial competence
- Leadership
- Strong Communication Skills
- Public Speaking
- Event Planning

## Experience

Chattanooga School for the Arts and Sciences, Chattanooga, TN, August 1988 – Present

- 1<sup>st</sup> Grade

Holy Rosary Catholic School, Pittsburgh, PA, 1986 - 1988

- Kindergarten

Clover Garden Elementary School, Burlington, NC 1976 - 1985

- 2<sup>nd</sup> Grade

## **Education**

**Ed.S. Degree – Tennessee Technological University, Cookeville, TN 2003**

- **Instructional Leadership**

**M.A. Degree - Tusculum College, Tusculum, TN, 1995**

- **Curriculum Development**

**B.S. Degree - North Carolina A & T State University, May 1976**

- **Early Childhood Education K-3**

## **Awards**

- **Awarded Special grant for school – 25 Laptops, 2009**
- **Teacher of the Month- Hamilton County Dept of Education, 2009**
- **Awarded the Character Trait for *Fairness* for Hamilton County Schools, 1993**
- **National Award for the Teaching of Economics, 1991**

## **References**

- **Furnished upon request**



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-15

A RESOLUTION ACCEPTING THE BID OF ROSS GLASS & ALUMINUM, LLC, FOR \$32,275.00, FOR REPLACEMENT WINDOWS AT THE JOHN A. PATTON RECREATION CENTER AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a bid was received in response to public advertisement for replacement windows at the John A. Patton Recreation Center for the Commission Office; and,

WHEREAS, the bid from Ross Glass & Aluminum, LLC, amounting to \$32,275.00 was the only bid received, but said bid is deemed reasonable; and,

WHEREAS, there are sufficient previously budgeted funds available from District 6 General Fund Discretionary monies.

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

That the bid of Ross Glass & Aluminum, LLC, for replacement windows at the John A. Patton Recreation Center amounting to \$32,275.00 is hereby accepted, said bid being the 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

October 19, 2016

\_\_\_\_\_  
Date



## BID # 0916-039: REPLACEMENT WINDOWS Hamilton County, TN

### I. STATEMENT OF INTENT

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the replacement of windows in two sections of the John A. Patton Recreation Center as identified in these specifications. Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to this solicitation.

### II. BID SPECIFICATIONS

The attached specifications, provided on the attached Bid Specification and Pricing Form, have been written to define the minimum acceptable standards allowed for this bid. The County will only consider bids that meet or exceed these specifications.

The windows to be replaced are in the following building located at:

John A. Patton Recreation Center  
3202 Kelly’s Ferry Road  
Chattanooga, TN 37419

**Note: Approximate dimensions are provided to assist bidders. However, all bidders are solely responsible for the accuracy of the measurements and the County assumes no liability. Bidders are required to field measure windows to verify sizes.**

Contact Joe Graham at 423.255.6601 to set an appointment.

### III. BID SUBMISSION REQUIREMENTS

The proposer must complete and deliver **an original and one (1) hard copy** of its bid response document in a sealed envelope **before 10:30 a.m. (ET) on October 3, 2016** to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement: **“BID # 0916-039: REPLACEMENT WINDOWS”**. Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

#### **DELIVERY ADDRESS**

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

Gail B. Roppo, Director of Purchasing  
**BID # 0916-039: REPLACEMENT WINDOWS** {insert your company name here}  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

#### **IV. INSURANCE REQUIREMENTS**

Prior to execution of the contract, the proposer shall procure and maintain at their own expense, the following insurance against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by proposer, their sub agents, representatives, employees or subcontractors. *Note however that coverage requirements are subject to change as business needs dictate.* The successful firm shall maintain throughout the contract period the following minimal insurance coverages:

1. *Commercial General Liability Insurance:* \$1,000,000 per occurrence for property damage and bodily injury covering the operation of employees and agents for the contracted operations as well as civil rights claims. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a. Premise/Operations
  - b. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - c. Products/Completed Operations
  - d. Contractual
  - e. Independent Contractors
  - f. Broad Form Property Coverage
  - g. Personal Injury
2. *Business Auto Liability:* \$1,000,000 limit per accident for property damage and personal injury:
  - a. Owned/Leased Autos
  - b. Non-owned Autos
  - c. Hired Auto
3. *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.

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

#### **V. COMPLETION OF THE ATTACHED BID INFORMATION AND BID PRICING FORMS**

Submit your bid as specified on the following **Bid Specification and Pricing Form**. Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response.

**VI. COMPLETION OF THE CERTIFICATE OF COMPLIANCE & AUTHORIZATION TO BIND FORMS**

Please complete and sign the attached **Certificate of Compliance and Authorization to Bind** forms on pages 5 and 6.

**VII. QUESTIONS**

Questions concerning **product specifications and to set an appointment for field measurements** should be directed to:

Joe Graham  
Hamilton County Commissioner District 6  
423.255.6601 (c)

Questions concerning **bid procedures** should be directed to the:

Janie Burley  
Senior Buyer, Purchasing Department  
[JanieB@HamiltonTN.gov](mailto:JanieB@HamiltonTN.gov)  
423.209.6350

**ATTACHMENTS**

- Bid Specification and Pricing Form
- Certificate of Compliance
- Authorization to Bind Form
- Photographs and Drawings
- Hamilton County General Terms & Conditions

## BID SPECIFICATIONS AND PRICING FORM

### Bid Specifications

Attached are photographs of both SECTIONS 1 and 2 (off the back and side of the building along Tulip Avenue) as well as drawings of the desired window design/sizing. Additionally, a photograph, labeled "Window Design to Match", show the style and tint of the windows which should match (located along Kelly's Ferry Road at end of building near Tulip Ave). Please provide your price based on the following specifications. Note any exceptions to these specifications on an additional page.

- Remove and dispose of existing steel windows and install new Frames and Insulated Glass Windows in both Section I and Section II of the building
- Sub-seal flashing under bottom frame for each window – caulk both ends
- Remove and Reinstall Air Conditioning Units – case-in with 1" thick insulated aluminum composite panels around each A/C unit
- All Frames must be Clear Aluminum 2" x 4½" for 1" Insulated Glass Unit: .7 mill finish (Brand Kawneer anodized or equal )
- Low E energy select 73 or equal
- Four (4) Aluminum Frames 141" X 97" as per drawing (bidder to field verify measurements)
- Eight (8) Aluminum Frames 93" X 97" as per drawing (bidder to field verify measurements)
- Insulated Glass Units to be 1" Grey Tinted Insulated Glass Units Center Set (tint must match other sections as noted)
- All labor, installations and materials must be included
- Information on warranty must be included with bid

**Note: Approximate dimensions are provided to assist bidders. However, all bidders are solely responsible for the accuracy of the dimensions and the County assumes no liability. Bidders are required to field measure windows to verify sizes.**

**Desired Installation Timeline:** The County desires installation to be completed on or before November 4, 2016. Please confirm the lead time necessary for this project to be completed and your anticipated installation time frame.

Lead Time in business days after receipt of order: \_\_\_\_\_

Anticipated Date(s) of Installation: \_\_\_\_\_

**Date Field Measurements Taken:** \_\_\_\_\_

**Manufacturer/Brand Quoted:** \_\_\_\_\_

**Total Price for Job as Specified:** \_\_\_\_\_

**Submitted by Company Name:** \_\_\_\_\_

Print Name

**Contact Name / Phone:** \_\_\_\_\_

Print Name

### CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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

### AUTHORIZATION TO BIND

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

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

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

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

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

\_\_\_\_\_  
Taxpayer Identification Number

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

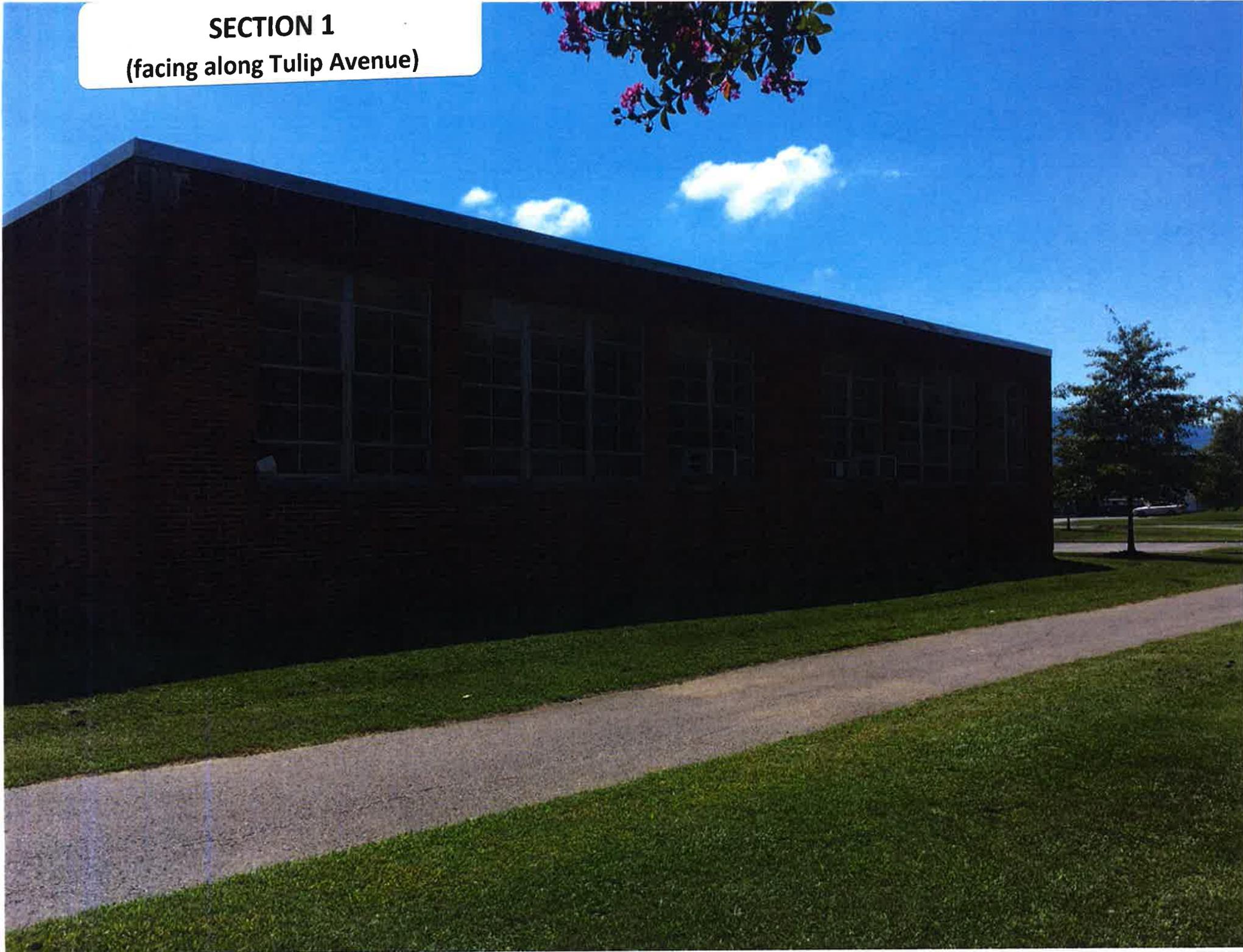
\_\_\_\_\_  
Telephone Number

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

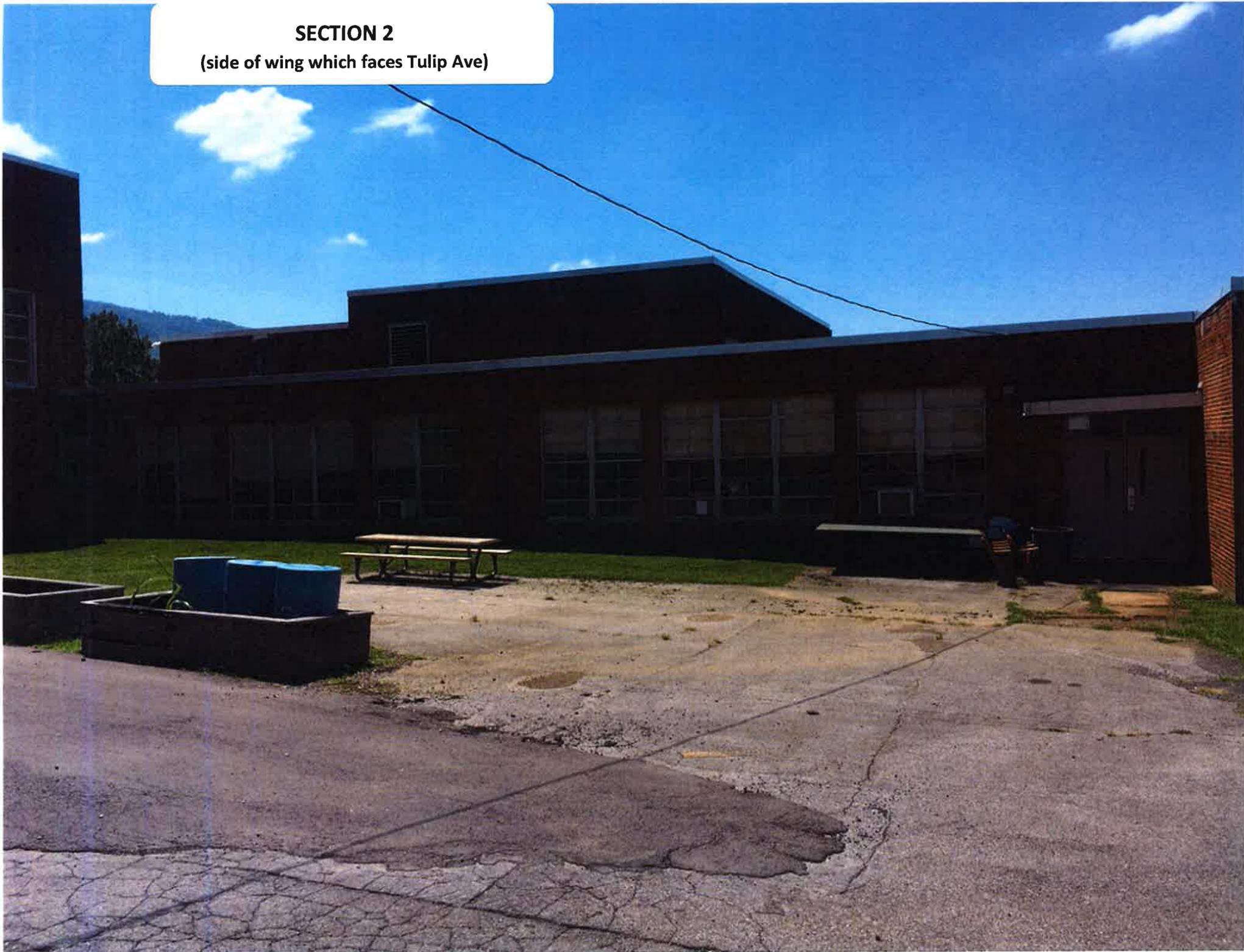
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**SECTION 1**  
**(facing along Tulip Avenue)**



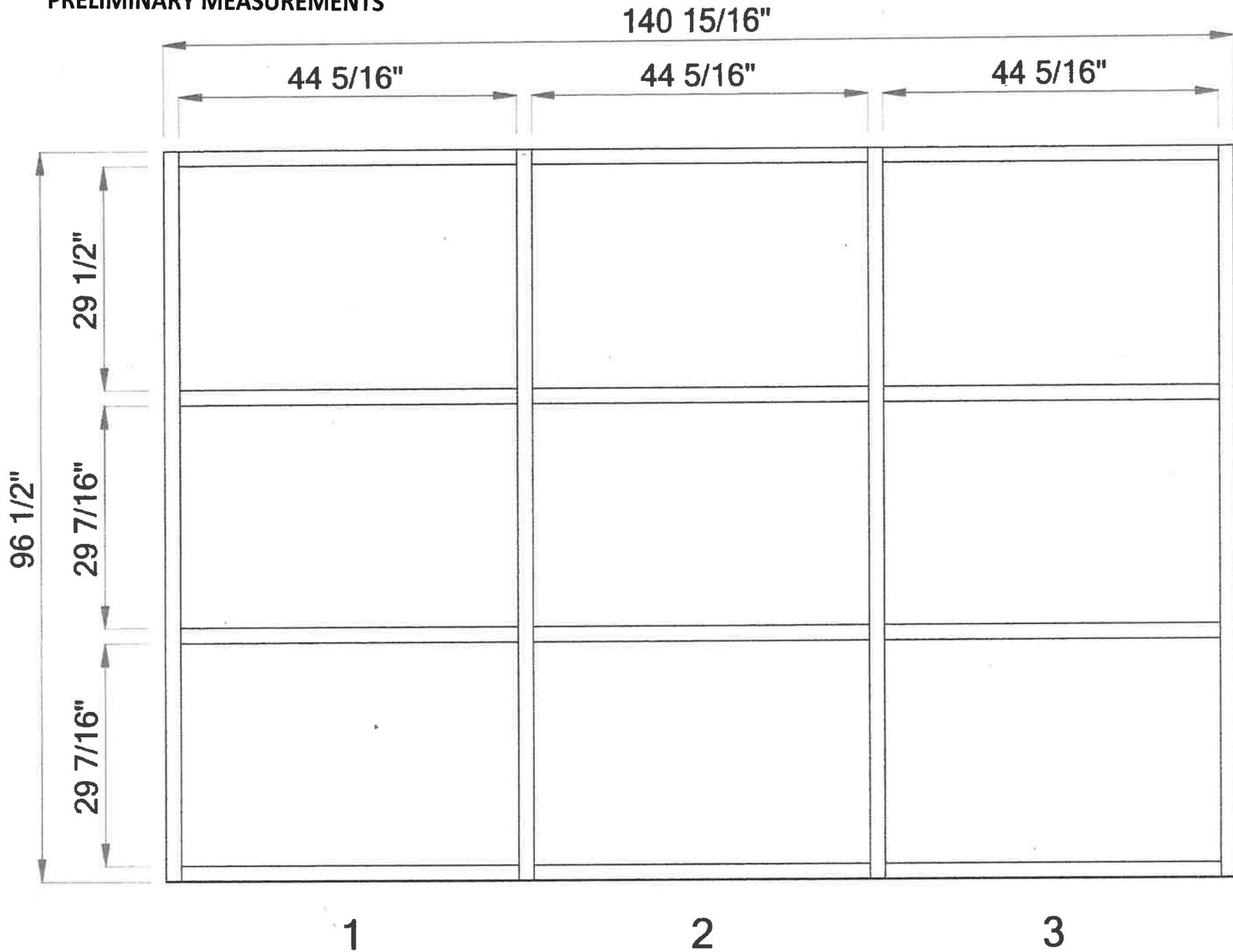
**SECTION 2**  
**(side of wing which faces Tulip Ave)**



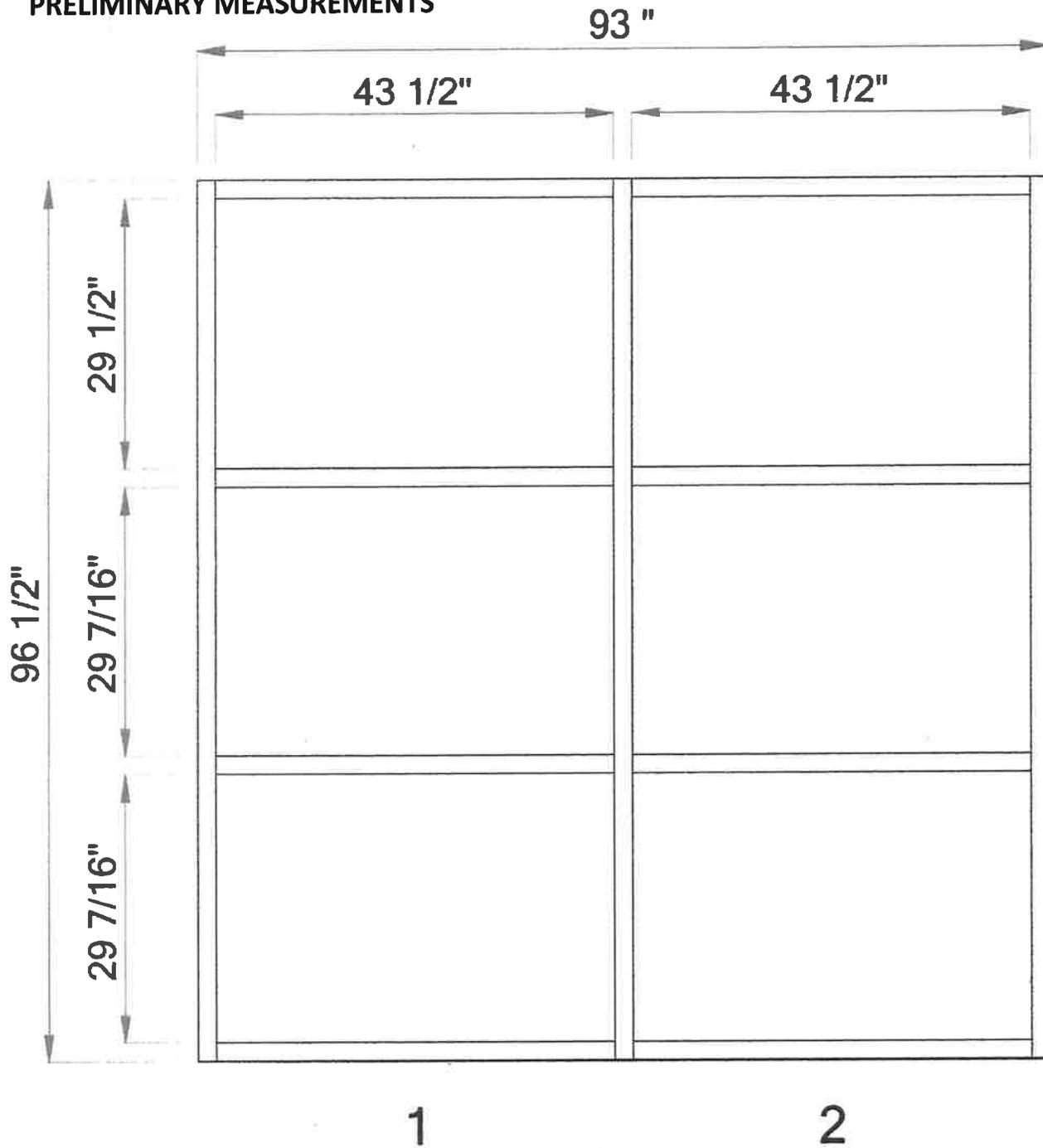
**WINDOW DESIGN TO MATCH**  
(side facing Kelly's Ferry Road near Tulip Ave)



**THREE SECTION WINDOW  
PRELIMINARY MEASUREMENTS**



TWO SECTION WINDOW  
PRELIMINARY MEASUREMENTS





## HAMILTON COUNTY, TENNESSEE GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

**13. BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

**14. BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

**15. BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

**16. CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

**17. COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

**18. DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

**19. DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

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

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

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

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

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

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **IRAN DIVESTMENT ACT.** By submission of a bid, 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.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
31. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
32. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
33. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the 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.
38. **WARRANTIES:** All warranty information must be furnished.
39. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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

**Please run the attached ad on Wednesday September 21, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for the replacement of windows in two (2) sections of the John A. Patton Recreation Center will be opened at 10:30 A.M. (ET) on October 3, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350.

Gail B. Roppo  
Director of Purchasing



**Replacement Windows**

October 3, 2016

Commission Office

10:30 AM

<b>Vendors:</b>	<b>Ross Glass &amp; Aluminum, LLC</b>
Total Bid Price:	\$32,275.00
Lead time after order	52 days
Terms	Net 15

<b>Request For Bids:</b>	
Newspaper Ad:	9/21/2016
Vendor Notification:	5
Vendor Response:	1
Budgeted:	Bond Fund



## Hamilton County Board of Commissioners

# RESOLUTION

No. 1016-16

A RESOLUTION MAKING AN APPROPRIATION TO HAMILTON COUNTY COALITION IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FROM GENERAL FUND DISCRETIONARY MONIES AND TRAVEL DISCRETIONARY MONIES AS ALLOTTED TO DISTRICT FOUR.

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 Warren Mackey would like to allocate a total amount of ten thousand dollars (\$8,575.95 from this Travel discretionary monies and \$1,424.05 from his General Fund discretionary monies) to Hamilton County Coalition to assist with their Youth Empowerment Society project; 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 ten thousand dollars, (\$8,575.05 from Travel discretionary monies and \$1,424.05 from General Fund discretionary monies) be allocated to Hamilton County Coalition to assist with their Youth Empowerment Society project.

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

October 19, 2016

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 1016-17

**A RESOLUTION TO ACCEPT A COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING PROGRAM GRANT OF UP TO \$750,000 FROM THE UNITED STATES DEPARTMENT OF JUSTICE WHICH WOULD DESIGNATE SIX (6) ADDITIONAL SCHOOL RESOURCE OFFICERS FOR VARIOUS SCHOOLS IN HAMILTON COUNTY FOR THE NEXT FOUR YEARS.**

**WHEREAS**, the Hamilton County Department of Education (HCDE) currently services approximately 44,000 students attending 75 public schools in Hamilton County which includes elementary, middle schools, high schools, magnet schools and career academies; and

**WHEREAS**, the Sheriff is currently staffing twenty four (24) of these schools using twenty six (26) School Resource Officers (SROs); and

**WHEREAS**, our young people are exposed to many risk behavior factors and need the presence of experienced SROs to contend with their ever present risks and it is vitally important to the outcome and future quality of life for our students and school safety and security that our SROs have the opportunity to form relationships which allow early identification of these risk factors and security issues; and

**WHEREAS**, our SROs apply a Triad+1 methodology of counseling, mentoring, academic instruction and law enforcement intervention in order to improve the quality of life for our students and their communities; and

**WHEREAS**, SROs are proactively involved, networking with many different agencies in this area, working with families, abuse victims of every kind, schools, churches, youth and civic organizations, government agencies, school staff, facilities and more; and

**WHEREAS**, this grant will provide funding for six (6) additional SRO positions which will be used to assign SROs to additional schools, giving them the opportunity to work within schools and neighborhoods which currently do not have an SRO presence and which need the proactive response of the Community Policing model; and

**WHEREAS**, this grant will provide a maximum funding of \$750,000 covering approximately sixty-four percent (64%) of entry-level salaries and benefits for three years for six (6) full-time sworn officers; and

**WHEREAS**, there will be additional capital expenses involved in the hiring and placement of these six SRO officers which will include vehicles, equipment, uniforms, weapons, vests, etc. costing \$325,000 over the grant period; and

**WHEREAS**, the grant requires that Hamilton County must provide a thirty-six percent (36%) match for funding the salaries and employee benefits for these six SRO positions for the first three years of the program and must retain these SRO positions for one year after the expiration of the 36-month grant period; and

**WHEREAS**, the total net cost to the County, after consideration of the \$750,000 grant proceeds, to comply with the provisions of this SRO grant over the next four years is estimated to be \$1,137,400;

**WHEREAS**, the Sheriff has estimated that the associated grant revenues and costs related to this SRO program by fiscal year are as follows:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Total</u>
Grant revenues	\$ 125,000	\$ 250,000	\$ 250,000	\$ 125,000	\$ -	\$ 750,000
Expenditure budget						
Salaries and benefits	195,300	390,600	390,600	390,600	195,300	1,562,400
Capital outlay	325,000	-	-	-	-	325,000
Total expenditures	520,300	390,600	390,600	390,600	195,300	1,887,400
Net cost of program	\$ (395,300)	\$ (140,600)	\$ (140,600)	\$ (265,600)	\$ (195,300)	\$ (1,137,400)

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

That the County Mayor is hereby authorized to accept a grant of up to \$750,000 from the Community Oriented Policing Services (COPS) Hiring Program between the Sheriff and the United States Department of Justice and to sign any documents necessary to implement this resolution, and to increase the FY 2017 revenue budget for the Sheriff by \$125,000 and increase the FY 2017 Sheriff operating budget by \$195,300 and the General Fund capital outlay budget by \$325,000.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

Approved:

Vetoed:

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

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

\_\_\_\_\_  
October 19, 2016

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-18

A RESOLUTION AUTHORIZING THE DESIGN, EQUIPMENT PURCHASE, INSTALLATION AND TESTING OF A MOTOROLA BI-DIRECTIONAL AMPLIFIER SYSTEM FOR MIDDLE VALLEY ELEMENTARY SCHOOL AMOUNTING TO \$126,742.00 FROM MOTOROLA SOLUTIONS, INC. ON THE STATE CONTRACT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, purchasing the Motorola bi-directional amplifier system from the TN State Contract (SWC-418) is the most feasible and economical means of providing necessary in-building radio frequency coverage designed to enhance coverage provided by the existing Chattanooga/Hamilton County 800 MHz radio system; and,

WHEREAS, the TN Statewide Contract price of \$126,742.00 is considered economical; and,

WHEREAS, the construction of (Ganns) Middle Valley Elementary School was awarded to Rentenbach Constructors, Inc. on Resolution 515-21; and,

WHEREAS, there are sufficient remaining funds available in the allowance monies allocated to Rentenbach Constructors, Inc. for the purchase and installation of the required bi-directional amplification system; and,

WHEREAS, Motorola Solutions requires a purchase order directly from Hamilton County for this purchase; and

WHEREAS, the original purchase order to Rentenbach Constructors, Inc. will be reduced in the amount of \$126,742.00 from the project allowance to fund this purchase, and said amount reallocated to Motorola Solutions, Inc. for this purchase.

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

That the purchase of design, equipment purchase, installation and testing of a bi-directional amplifier system amounting to \$126,742.00 from Motorola Solutions, Inc. from the State Contract is hereby approved, being the best and most economical source, 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

October 19, 2016

\_\_\_\_\_  
Date

October 5, 2016

Justin Witt  
Director, Maintenance and Operations  
Hamilton County Schools  
2501 Dodds Avenue  
Chattanooga, Tennessee 37407



Re: Radio Repeater System for Middle Valley Elementary (Ganns)  
DH&W Project No. 8147

Dear Mr. Witt,

Motorola has proposed the installation of a radio repeater system that would enable emergency services radios operate effectively inside the school. The cost for this system, including equipment and installation labor is \$126,742.00. Initially, Rentenbach Constructors was to purchase this system as a Change Order Item, however, the specifics of the Contract with Motorola for this installation require an Agreement directly with the Owner. Based upon this requirement, Rentenbach Constructors will credit the cost for the radio repeater back to Hamilton County.

The Contract for Construction for Ganns Elementary School currently has in excess of \$600,000.00 remaining in allowances beyond any known liabilities. This figure does include credit back to the allowances for the cost of the radio repeater (\$126,742.00). This has been verified with the Contractor, Rentenbach Constructors and is correct to the best of my knowledge and belief.

Rentenbach Constructors will adjust the Construction Contract amount soon to reconcile unused allowance funds for the project. The resulting decrease in project cost may offer a means for the County to fund the purchase of the radio repeater.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew C. Hausler'.

Andrew C. Hausler, AIA  
Partner, Derthick, Henley & Wilkerson Architects, PLLC

Motorola Solutions, Inc.  
1303 E. Algonquin Rd.  
Schaumburg, IL 60196  
USA

Tel. + 1 847 576 5000  
Fax + 1 847 538 6020

August 3, 2016  
Hamilton County Purchasing  
455 Highland Park Ave.  
Chattanooga TN 37404

Cc: Justin Witt, Hamilton County Schools  
Russell Beasley, Rentenbach Constructors

**Proposal for In-Building Distributed Antenna System for  
Ganns Middle School 1609 Thrasher Pike Hixson TN**

To all:

Per your request, Motorola Solutions, Inc. is pleased to present this comprehensive proposal to provide an in-building distributed antenna system for Ganns Middle School in Hixson TN. This system solution will provide two-way communications with a 95% coverage area that has insufficient RF signal for adequate two-way communication.

Motorola Solutions, Inc. utilized RF propagation studies to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified building. The proposed in-building distributed antenna system will enhance coverage provided by the existing City of Chattanooga / Hamilton County 800 Mhz radio system.

A Project Manager will be assigned to work with your personnel to develop a timeline for project completion. We anticipate that it will take approximately six (6) to eight (8) weeks after receipt of the order to install and test the proposed system. Much of this time is required to obtain the material for the project.

Motorola's quote to provide the design, equipment, installation, and testing necessary to expand current RF coverage throughout Ganns Middle School is \$126,742.00 ( one hundred twenty six thousand seven hundred and forty two dollars). This proposal is subject to the terms and conditions of the enclosed Communications System Agreement ("CSA"), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter.

Motorola Solutions, Inc. will provide as-built drawings and a one-year system warranty as part of the contract. If we can be of any assistance, or if you have any questions, please let us know.



**MOTOROLA SOLUTIONS**

Thank you for the opportunity to provide Motorola Solutions equipment and services. We look forward to making this project a success for both Rentenbach Constructors and Hamilton County Schools.

Payment Terms: Net 30 days from final invoice  
Freight: No charge  
Taxes: Applicable sales tax will be added to final invoice  
Purchase order to: Motorola Solutions

Kind regards,

Fred Lamkin  
Resouce Manager  
Motorola Solutions, Inc.  
Tennessee



## Hamilton County Board of Commissioners RESOLUTION

No. 1016-19

A RESOLUTION TO AUTHORIZE AN INCREASE IN CLAIMS/LITIGATION SETTLEMENT AUTHORITY BY THE RISK MANAGEMENT OFFICE AND THE COUNTY ATTORNEY'S OFFICE.

WHEREAS, claims are administered and budgeted through the County Risk Management Office and litigation is handled through the County Attorney's Office; and,

WHEREAS, prior Resolution #886-43 on August 18, 1986 established settlement authority up to \$10,000.00 per claim with approval of the Finance Division and the County Attorney's Office; and,

WHEREAS, prior Resolution #403-30 increased this settlement authority to \$15,000.00 per claim on April 16, 2003 to settle property damage, injury claims and lawsuits; and,

WHEREAS, the County Risk Management Office is now part of Human Resources, which will also be included in the settlement process with Finance and the County Attorney; and,

WHEREAS, the County Risk Management Office and the County Attorney's Office desire and request to increase this settlement authority to \$25,000.00 per claim to expedite and increase the efficiency of the claims and litigation settlement process with the increased costs associated with property damage and injuries since this authority was last addressed; and,

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

The County Board of Commissioners hereby authorizes an increase in the authority to settle claims and lawsuits from \$15,000.00 per claim to \$25,000.00 per claim subject to Human Resources, Finance and the County Attorney consultation and approval as appropriate.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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County Clerk

Approved:

Vetoed:

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County Mayor

October 19, 2016

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Date

## **Claims Settlement Authority Comparison**

**City of Chattanooga:** \$25,000 for Bodily Injury and Property Damage claims.

**City of Kingsport:** In TMLRMP (“The Pool”), Risk Manager to \$15,000 and City Manager to \$50,000.

**City of Knoxville:** No Limit, with City Attorney.

**Knox County:** No Limit, has authority through Mayor and Law Director.

**City of Memphis:** No longer has authority, but prior was \$50,000 for Bodily Injury and \$25,000 for Property Damage claims.

**Metro Nashville:** \$5,000 for bodily injury and \$15,000 for property damage.

**Shelby County:** \$50,000 with County Attorney; County Administrator to \$100,000; County Commission for claims \$100,000 or more.

**State of Tennessee:** \$25,000, with claims above that being referred to State Attorney General.



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-20

A RESOLUTION ACCEPTING THE PROPOSAL OF AON RISK SERVICES SOUTH, INC., TO PROVIDE PROPERTY AND CASUALTY BROKERAGE AND CONSULTANT SERVICES FOR THE COUNTY'S RISK MANAGEMENT OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Hamilton County Government places various commercial insurance coverages to complement its self funded program that are administered and funded through the County Risk Management Office in Human Resources; and,

WHEREAS, proposals were received in response to a public advertisement for a three (3) year contract with the option to renew under the same terms and conditions for three (3) additional mutually agreeable one (1) year periods; and,

WHEREAS, proposals were evaluated based on the criteria sort in the Request for Proposal, to simplify marketing of coverages, utilize the greater resources of the successful broker, and to more effectively approach and leverage the marketplace for Hamilton County; and,

WHEREAS, the proposal from Aon Risk Services South, Inc. was considered the best proposal received; and,

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

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

That the proposal to provide property and casualty brokerage and consultant services from Aon Risk Services South, Inc., 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

October 19, 2016

\_\_\_\_\_  
Date

## **PROPERTY & CASUALTY BROKER/CONSULTANT SERVICES**

**RFP # 0916-033**

### **Background:**

Historically, the Risk Management Office has marketed commercial insurance coverage through the market assignment process. This process involves a two-step process, with the first step seeking qualified brokers and agents with minimum qualifications and their preferred markets; and the second step is to randomly assign those markets to the individual brokers who then go and obtain coverage quotes. The newer, and preferred, process by many is the selected broker/consultant process. This allows brokers to fully leverage all of the markets they have access to, based on their marketplace size/volume, relationships and experience. This new process involves selecting a single broker/consultant to evaluate your needs, assist in gathering underwriting information and approaching more markets to obtain the most competitive quote for the client, while being paid a fee by the client, instead of accepting a commission from the carrier for the placement of the coverage. Since more brokers are refusing to participate in the market assignment process, the Risk Management Office has determined that it is in the best interest of the County to make the change to the broker/consultant approach. This will also simplify the process, make it less time consuming for staff, and provide a quicker turnaround on proposals.

In addition, through the RFP, the Risk Management Office has requested additional services from the broker throughout the year to assist the Risk Manager in more efficiently carrying out his responsibilities including, but not limited to:

- assisting in evaluating its exposures to loss;
- addressing new coverage options;
- identifying changes in the marketplace and their impact on the County;
- providing consultations to the Risk Manager on insurance-related matters;
- maintaining a schedule of policies in force and loss history;
- providing quarterly meetings with the Risk Manager to discuss pending renewals as well as market and exposure updates;
- respond to and service claims;
- and provide an annual report summarizing the activity of the previous year.

### **RFP & Responses**

The County marketed these services through RFP # 0916-033 and received six proposals as follows:

- 1) Aon Risk Services South, Inc.
- 2) Arthur J. Gallagher
- 3) Assured Partners/Neace Lukens
- 4) Athens Insurance
- 5) BB&T
- 6) Marsh

Of these proposals, only one proposal (Aon Risk Services) responded completely as requested in all categories and another was deemed non-responsive in spite of clarifications being made to all proposers. Each of the proposals were reviewed for the responsiveness to the RFP, the experience of their company and team that would be servicing the County's account, the cost of services and what was included in that cost, and the resources of the respective brokers. While most of the brokers involved certainly have the resources and experience to service the County's account, the review narrowed the list down to the two brokers below for final review and consideration based on the above factors and specifically on their proposals for this service.

	<u><b>Aon</b></u>	<u><b>BB&amp;T</b></u>
<b>Premium Volume:</b>	\$93 Billion	\$19.5 Billion
<b>World Ranking:</b>	#1 or # 2	#6
<b>US Employees:</b>	23,000	5,000

Note that proposed broker/consultant fees will be offset with premium savings on the various policies placed based on the removal of associated commissions on most policies. This can vary from broker to broker, and from insurer to insurer, so it is not possible to provide a total cost comparison here.

#### **Overall Evaluation and Recommendation**

BB&T has provided brokerage services for various lines of coverage for the County off and on for a number of years and has done a fine job overall. Their proposal was competitive, particularly in terms of pricing. It should be noted that BB&T will continue to be the broker for the County on its Umbrella Liability coverage which was awarded for a five-year term earlier this year. When that award expires in 2021, the Umbrella Liability coverage will be rolled into this agreement. BB&T also has several other coverage and bond placements currently for the County, that will also eventually roll into this broker/consultant agreement with the selected broker once those arrangements also expire.

Aon Risk Services South, Inc. provides greater resources with a larger market presence that is expected to yield a higher level of service and support going forward. *Aon provided the only complete response to the RFP and outlined their approach in detail identifying their approach and methodology in impressive fashion.* They offer a number of resources including webinars, cyber risk diagnostic tool, quote disclosure report and manuscript language that can be tailored to Hamilton County due to the relationship they have with many large insurers. Aon also has a significant public sector presence, representing 10 Federal agencies including the FBI and the IRS, 35 States, 36 Counties and 138 Cities across the US. We feel the extra expertise and resources they bring to their clients will more than offset the price difference in their proposals. Aon also was more specific in their response relative to additional services that they can or will provide as part of this agreement.

After careful evaluation of the submitted proposals, Aon Risk Services South, Inc. is recommended for award of broker/consultant services as described in the RFP and in their proposal.



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

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Logged in as: janieb@hamiltontn.gov  
Role: Client

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**Solicitation - Log**

9/06/2016 8:42 AM Eastern

Solicitation Title: Risk Management Property & Casualty  
 Brokerage & Consultant Services  
 Number: 0916-033  
 Bids Due: 9/29/2016 1:30:00 PM Eastern  
 Status: Open

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

Message Summary		Message Detail		Document Detail			
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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/06/2016 8:42:32AM	Eastern	Janie Burley	<a href="#">0916-033 - Risk Management Property &amp; Casualty Brokerage &amp; Consultant Services</a>	Invitation	Please click on the above solicitation number to access RFP documents.	699	5

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**Please run the attached advertisement in the Legal Ads of the Chattanooga Times Free Press on Tuesday September 6, 2016 as follows:**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals from qualified firms for its Risk Management Property and Casualty Brokerage and Consultant Services. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Sealed proposals will be received in the office of the Hamilton County Purchasing Director, 455 North Highland Park Avenue, Chattanooga, TN 37404 before 1:30 p.m. on September 29, 2016.

Gail B. Roppo  
Director of Purchasing





# Hamilton County Board of Commissioners

## RESOLUTION

No. 1016-21

**A RESOLUTION AMENDING THE RULES, REGULATIONS, AND RATES AS PERTAIN TO THE OPERATION OF THE HAMILTON COUNTY PARKS AND RECREATION DEPARTMENT.**

**WHEREAS,** Hamilton County has three separate natural parks for the recreation and enjoyment of its citizens, namely “Chester Frost Park” , portions of the River Walk, and Enterprise South Nature Park, (herein collectively referred to as “Park Areas”); and

**WHEREAS,** the Hamilton County Department of Parks and Recreation is responsible for the efficient operation of the Park Areas: and

**WHEREAS,** to better meet the changing needs of the citizens and to allow for increased enjoyment and use of the Park Areas it is necessary to change or adapt new rules from time to time; and

**WHEREAS,** the previously established rates for the use of the Park Areas and the facilities located therein are not competitive with other such recreational areas; and

**WHEREAS,** this county legislative body feels that the adoption of the attached Rules, Regulations, and Rates associated with the public’s use and enjoyment of said Park Areas is necessary and in the best interest of the citizens of this County.

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

The attachment hereto is hereby adopted as an amendment to the Hamilton County Department of Parks and Recreation’s Rules, Regulations, and Rates.

**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

October 19, 2016

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Date

# CHESTER FROST PARK

## Campground

### 2009 POLICY Res 309-41

All site rentals are rented on a first come/first served basis - no reservations. However you are not required to bring your RV/tent, etc. with you when you register.

You must stop and register at the Ranger Station before you park or set up on any campsite.

Your site is not secured until you have registered and paid for your site number, including when you are transferring to another site.

Check-out or renewal time is 12:00 P.M. There is no late check out. If you have not vacated your camp site by 12:00 P.M., an additional night's rent will be charged.

Camping on waterfront sites is limited to 14 consecutive days. An interval of 7 consecutive days away from any waterfront site must elapse before the camper will be allowed to move onto the same or another waterfront site. No loaning to family members or friends will be permitted; the RV must be moved.

A camper accumulating 28 consecutive days of camping must vacate the Chester Frost Park Campground for 7 consecutive days before being allowed to camp again.

Camping is not allowed on spaces between numbered sites.

### PROPOSED POLICY

Non-reservable site rentals are on a first come, first-served basis after registering at Ranger Station. Camper is not required to bring RV/tent to register.

You must stop and register at the Ranger Station before you park or set up on any campsite.

Your site is not secured until you have registered or reserved and paid for your site number, including when you are transferring to another site.

Check-out or renewal time is 12:00 P.M. There is no late check out. If you have not vacated your camp site by 12:00 P.M., an additional night's rent will be charged.

Camping on waterfront sites is limited to 14 consecutive days of the 28 day limit in the park. You must vacate any waterfront site for at least 7 days before becoming eligible to return to a waterfront site.

After staying a maximum of 28 days in the park you must vacate the campground for 7 consecutive days before becoming eligible to camp again. This applies to the individual and the camping unit. An exception to the 28 days in the park may be made by the Director of Parks and Recreation between the months of November and March.

Camping is not allowed on spaces between numbered sites.

**2009 POLICY Res 309-41**

Campers must use an approved camper or tent.

Dumping of gray or black water is allowed only at designated stations.

Rewiring of electrical hook-ups is prohibited.

Campsites will be maintained in a neat, orderly condition at all times.

Quiet hours will be from 10:00 P.M. to 6:00 A.M. No loud music, loud talking, or bright lights are permitted.

Only two vehicles may be parked at a campsite at any time. Additional parking spaces will be provided for extra cars.

All campers must be 18 years of age. Campers under 18 must be accompanied by an adult.

Stabilizers and jacks must have wooden blocks under each when parked on asphalt sites.

No refunds will be given without approval of Park Director. Refunds will be issued by check from the Hamilton County Finance Department.

No policy.

No policy.

**PROPOSED POLICY**

Campers must use an approved camper or tent. All park patrons are required to have motorized transportation throughout the course of their stay. No unlicensed or unregistered motorized transportation is allowed. All motorized transportation and operators must conform to state laws.

Dumping of gray or black water is allowed only at designated stations.

Rewiring of electrical hook-ups is strictly prohibited. During freezing temperatures, disconnect water hoses when not in use.

Campsites will be maintained in a neat, orderly condition at all times. No clotheslines. Trash is picked up daily. Camper should use the trash receptacles provided .

Quiet hours will be from 10:00 P.M. to 6:00 A.M. No loud music, loud talking, or bright lights are permitted. All children under 18 must be on their site by 10p.m

All parked vehicles must not infringe on a neighboring campsite or block the road in any way. Camping or parking between sites is not allowed. All vehicles must remain on prepared surfaces at all times. No parking in the grass or in empty campsites. There is a 2 vehicle maximum at each site. Overflow parking is available throughout the campground.

All campers must be 18 years of age. Campers under 18 must be accompanied by an adult.

Stabilizers and jacks must have wooden blocks under each when parked on asphalt sites.

No refunds. All sales are final.

The individual renting the campsite must be the individual occupying the campsite.

Campsite Transfers are subject to one transfer per day, per customer.

**2009 POLICY Res 309-41**

No policy.

No policy.

No policy.

No policy.

No policy.

Campers must be at least 65 years of age to qualify as senior citizens.

Senior or Disabled citizens must be one of the site occupants each night.

*• Disabled citizens, as determined by the Social Security Agency, will be offered discounts at the Senior Citizen rate; except that there is no age limitation. Proof of disability: The citizen must present a copy of the Social Security letter approving the citizen's enrollment in the Social Security Disability Insurance Program. Note: The Disability Insurance Program has no relationship to the Supplemental Security Income (SSI) program and cannot be honored as a disabled citizen discount.*

**PROPOSED POLICY**

Each site may contain no more than 8 people. A campsite may contain only one camping unit (motor home, trailer, pop-up, pickup camper, etc.). This site may also contain one tent but no more than three tents.

LAUNDRY FACILITIES: Open 24 hours. Please do not leave clothes in the machines unattended

Campfires are only allowed in the provided fire ring or by using a self-contained unit that is at least 6 inches off the ground. No unattended fires allowed.

**BE COURTEOUS AND RESPECTFUL:** Please follow only designated roads or walkways. Do not cut through occupied campsites.

Drop your tag/ticket in mailbox/area where indicated when checking out. Patrons are not allowed to remove anything from this location. There will be a \$5.00 dollar deposit that will be reimbursed when the drop ticket is dropped before noon.

Hamilton County Seniors must show proof of residence and occupy site each night and be at 65 years of age to qualify for senior citizen discount.

Senior or Disabled citizens must be one of the site occupants each night.

?

## **Overall Park Rules - Chester Frost Park**

### **2009 POLICY Res 309-41**

Pets must be leashed at all times.

Park will be closed at 10:00 P.M.

Alcoholic Beverages are prohibited

Firearms are prohibited

Motorized vehicle traffic is not permitted off of designated roads, driveways, jogging paths or trails.

Removal or destruction of vegetation is prohibited.

Vending or solicitation without written permission is prohibited.

Entrance to areas posted as closed is prohibited

Speed Limit will be as posted.

All motorized vehicles and operators must be licensed for unconditional operation on roads and highways.

### **PROPOSED POLICY**

Pets are welcome everywhere except the Beach. Pets must be leashed (no longer than 6 feet) and accompanied by the owner at all times. If a pet demonstrates aggressive behavior toward another pet or camper, you will be asked to leave the campground. No excessive barking. Owners must clean up after their pets.

All day use areas close at 10pm or at the direction of park staff.

Alcoholic Beverages are prohibited. State Law prohibits the possession or use of illicit drugs. Violators may be prosecuted.

WEAPONS: Bows and arrows, explosives, fireworks, slingshots, fishing spears, or any device that discharges projectiles by any means is prohibited. Firearms are prohibited unless a person possesses a valid weapons-carry license for a firearm that is valid in the State of Tennessee. Persons with such licenses may carry a firearm except where prohibited by state or federal law.

Motorized vehicle traffic is not permitted off of designated roads, driveways, jogging paths or trails.

Removal or destruction of Wildlife, Plant life, or Shore Line Rock is prohibited.

Vending or solicitation without written permission is prohibited.

Entrance to areas posted as closed is prohibited

Speed Limit will be as posted.

All park patrons are required to have motorized transportation throughout the course of their stay. No unlicensed or unregistered motorized transportation is allowed. All motorized transportation and operators must conform to state laws.

**2009 POLICY Res 309-41**

Swim at your own risk-no lifeguards.

No policy

No policy

No policy

No policy

No policy

No policy

**Shelters #1 thru #4**

Personal grills allowed

Contained specific rules regarding balloons, confetti, directions, etc.

No rental contract

**Pavilion**

No rental contract.

**PROPOSED POLICY**

Swimming without lifeguard protection is dangerous. Swim at your own risk

No unattended fires allowed

No running, jumping or diving from docks or fishing piers

No jumping or diving from the retaining wall at the beach

No Grills on the Sand at the Beach, Do Not dispose of hot coals

Unsafe or reckless behavior is prohibited

Any loaned or borrowed equipment by a park patron must be returned to the Ranger Station before 9pm on the same day.

No outside grills, fryers, or smokers are allowed to be setup on or near Shelters.

Must leave premises in pre-event condition

Contract covering: Parking, deliveries, hold harmless & liability disclaimers, specifies occupant limits, damages, cancellation policy.

available upon request

Current contract covers: Appointment required to view; \$200 damage deposit required; cancellation policy; setup & decorations policies; parking & delivery; hold harmless & liability disclaimers; deposit forfeiture of violation of any policy available upon request

# TENNESSEE RIVER PARK

## 2009 POLICY Res 309-41

NO PETS

NO SWIMMING

NO CAMPING

NO OPEN FIRES

NO SKATEBOARDS

NO ALCOHOLIC BEVERAGES

NO FIRE ARMS

NO LOITERING AROUND PARKED VEHICLES OR IN PARKING LOTS

SPEED LIMIT WILL BE AS POSTED.

ROLLER BLADE USERS AND BICYCLISTS WILL USE EXTREME CAUTION AND PROCEED AT REDUCED SPEEDS ON TRAILS.

PARK IS CLOSED AT SUNSET IN DESIGNATED AREAS.

## PROPOSED POLICY

Pets allowed on a leash - please clean-up after your pets

No swimming

No camping

No open fires

No alcoholic beverages or other intoxicants

WEAPONS: Bows and arrows, explosives, fireworks, slingshots, fishing spears, or any device that discharges projectiles by any means is prohibited. Firearms are prohibited unless a person possesses a valid weapons-carry license for a firearm that is valid in the State of Tennessee. Persons with such licenses may carry a firearm except where prohibited by state or federal law.

No loitering around parked vehicles or in parking lots

Park closes at sunset in designated areas

No policy

No motorized vehicles on trails (except wheelchairs)

**SHELTERS 1-4**

No policy

No outside grills, fryers, or smokers are allowed to be setup on or near Shelters.

Must leave premises in pre-event condition

Contract covering: Parking, deliveries, hold harmless & liability disclaimers,  
specifies occupant limits, damages, cancellation policy.  
available upon request

## **ENTERPRISE SOUTH NATURE PARK**

### **CURRENT POLICY**

RES #511-5 MAY 4, 2011 NO SMOKING IN PARK

Res #195-29 Jan 18, 1995 Relative to ALL County Parks  
ALCOHOLIC BEVERAGES ARE PROHIBITED.

FIREARMS ARE PROHIBITED.

MOTORIZED VEHICLE TRAFFIC IS NOT PERMITTED OFF OF  
DESIGNATED ROADS OR DRIVEWAYS. NEITHER CAN THEY  
BE OPERATED ON JOGGING PATHS OR TRAILS.

REMOVAL OR DESTRUCTION OF VEGETATION IS PROHIBITED.

VENDING OR SOLICITATION WITHOUT WRITTEN PERMISSION IS  
PROHIBITED.

ENTRANCE TO AREAS POSTED AS CLOSED IS PROHIBITED.

SPEED LIMIT WILL BE AS POSTED.

ALL MOTORIZED VEHICLES AND OPERATION MUST BE LICENSED  
FOR UNCONDITIONAL OPERATION ON ROADS AND HIGHWAYS.

### **PROPOSED POLICY**

No smoking in Park

ALCOHOLIC BEVERAGES ARE PROHIBITED.

WEAPONS: Bows and arrows, explosives, fireworks, slingshots, fishing spears, or any device that discharges projectiles by any means is prohibited. Firearms are prohibited unless a person possesses a valid weapons-carry license for a firearm that is valid in the State of Tennessee. Persons with such licenses may carry a firearm except where prohibited by state or federal law.

MOTORIZED VEHICLE TRAFFIC IS NOT PERMITTED OFF OF  
DESIGNATED ROADS OR DRIVEWAYS. NEITHER CAN THEY  
BE OPERATED ON JOGGING PATHS OR TRAILS.

REMOVAL OR DESTRUCTION OF VEGETATION IS PROHIBITED.

VENDING OR SOLICITATION WITHOUT WRITTEN PERMISSION IS  
PROHIBITED.

ENTRANCE TO AREAS POSTED AS CLOSED IS PROHIBITED.

SPEED LIMIT WILL BE AS POSTED.

ALL MOTORIZED VEHICLES AND OPERATION MUST BE LICENSED  
FOR UNCONDITIONAL OPERATION ON ROADS AND HIGHWAYS.





## Hamilton County Board of Commissioners

# RESOLUTION

No. 1016-22

**A RESOLUTION AUTHORIZING THE PAYMENT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), PLUS INCURRED VERIFIED MEDICAL EXPENSES, IN SETTLEMENT OF CLAIMS AGAINST HAMILTON COUNTY, TENNESSEE, AND SEVERAL SHERIFF'S OFFICE DEPUTIES AS BROUGHT BY NANCY LEE MASON FOR INJURIES RECEIVED WHILE IN THE HAMILTON COUNTY JAIL ON MARCH 31, 2015.**

- WHEREAS,** litigation has been instituted against Hamilton County, Tennessee, and several Sheriff's Office deputies by Nancy Lee Mason for injuries she received while within the Hamilton County Jail on March 31, 2015; and
- WHEREAS,** Hamilton County, Tennessee, on behalf of itself and those deputies named, denies any liability as alleged in the complaint, but deems the settlement of this matter to be in the best interest of the citizens of this County; and
- WHEREAS,** through negotiations with counsel for said plaintiff, mediation between the parties, and subject to the approval of this county legislative body, a settlement of Twenty-Five Thousand Dollars (\$25,000.00), plus the County's payment of those verified medical expenses incurred by the plaintiff in the treatment of her injuries, has been reached for the complete satisfaction of any and all claims that said plaintiff has or might have against Hamilton County and said Sheriff's Office deputies; and
- WHEREAS,** this county legislative body feels that the payment of said amount would be in the best interest of the citizens of Hamilton County, and would bring about a fair disposition of this matter.

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

That subject to the execution of a full release satisfactory to the County Attorney, the payment of Twenty-Five Thousand Dollars (\$25,000.00), plus the County's payment of those verified medical expenses incurred by the plaintiff in the treatment of her injuries, is hereby authorized to be paid to Nancy Lee Mason, including her expenses and attorney fees, for the full and complete settlement of any and all claims that said plaintiff has or might have against Hamilton County and certain Sheriff's Office deputies for her personal injuries sustained as resulting from the plaintiff's presence within the Hamilton County Jail on or about March 31, 2015.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

Approved:

Vetoed:

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

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

\_\_\_\_\_  
October 19, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-23

**P.C. NO. 2016-128)**

### A RESOLUTION GRANTING THE ABANDONMENT OF TWO (2) PORTIONS OF THE 1000 BLOCK OF LITTLE SORREL ROAD

**WHEREAS,** Fatherson Partnership Two petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant the abandonment of two (2) portions of the 1000 block of Little Sorrel Road , and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS,** Fatherson Partnership Two 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 October 19, 2016, 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 the abandonment of two (2) portions of the 1000 block of Little Sorrel Road. Abandonment of two (2) portions of right-of-way within the 1000 block of Little Sorrel Road recorded in the Final Plat of Stonewall Farm Subdivision in Plat Book 99, Page 82, R.O.H.C. The two (2) portions to be abandoned are described within Exhibit "A" and Exhibit "B" as shown on each exhibit right-of-way survey prepared by Richmond Surveying Company, dated 7-21-2016 and made part of the case file. Tax Map 092 Parcel 063, 092G-J-039 and 092G-K-065.

**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

October 19, 2016

\_\_\_\_\_  
Date

MR-2016-128 Hamilton County  
September 12, 2016

RESOLUTION

WHEREAS, Fatherson Partnership Two, petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the abandonment of two (2) portions of the 1000 block of Little Sorrel Road.

Abandonment of two (2) portions of right-of-way within the 1000 block of Little Sorrel Road recorded in the Final Plat of Stonewall Farm Subdivision in Plat Book 99, Page 82, R.O.H.C. The two (2) portions to be abandoned are described within Exhibit "A" and Exhibit "B" as shown on each exhibit right-of-way survey prepared by Richmond Surveying Company, dated 7-21-2016 and made part of the case file. Tax Map 092 Parcel 063, 092G-J-039 and 092G-K-065.

AND WHEREAS, the Planning Commission held a public hearing on this petition on September 12, 2016,

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

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

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

AND WHEREAS, the Planning Commission has determined that the proposal is would not set a precedent for future requests.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on September 12, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## MR 2016-128 Abandonment

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. MR-2016-128:  
Approve.



175 ft



Chattanooga Hamilton County Regional Planning Agency



# PLANNING COMMISSION CASE REPORT

Case Number: MR 2016-128

PC Meeting Date: 09-12-16

## Applicant Request

### Mandatory Referral to Abandon and Close a Street Right-Of-Way

Property Location:	100 block of Little Sorrel Road
Property Owner:	Fatherson Partnership Two
Applicant:	Fatherson Partnership Two

### Project Description

- Proposal: Applicant is requesting closure and abandonment of right-of-way due to change in road geometry.

## Site Analysis

### Site Description

- Location: Two (2) Portions of the 1000 block of Little Sorrel Rd Right-of-way
- Tiers: There is an existing roadway here which categorizes this request as Tier 1. Tier 1 is defined as, *"Rights-of-way currently open and in use by the public and which include any elements of a normal road including road pavement, sidewalks, curbs, storm drainage systems, sanitary drainage systems, water distribution systems, fire hydrants, utilities (electric, telephone, cable television, gas), provision for future utilities, streetlights, and trees."*

### Plans/Policies/Regulations

- Tennessee Code Annotated (13-4-104) requires the Planning Commission to review the widening, narrowing, relocation, vacation, change in use, acceptance, acquisition, sale or lease of any street or public way, ground, place, property or structure. Failure of the Planning Commission to act within 30 days shall be deemed an approval.
- The City of Chattanooga Right-Of-Way Closure and Abandonment Policy, adopted by the City Council on February 4, 1997 (Resolution #21267), gives guidance regarding alley and street right-of-way closure and abandonment requests. The intent of the policy is to retain rights-of-way for public use and only to recommend the permanent closure and abandonment of rights-of-way when it is concluded that the public has no further need to retain the right-of-way and that its abandonment is necessary to achieve a significant private or public interest.

## Key Findings

- The proposal is consistent with the development form of the area.
- The proposal would not set a precedent for future requests.

## Staff Recommendation

Approve



## MR 2016-128 Abandonment



Chattanooga Hamilton County Regional Planning Agency



175 ft





# Hamilton County Board of Commissioners RESOLUTION

No. 1016-24

(P.C. NO. 2016-132)

**A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT TO  
AMEND THE BOUNDARY OF AN EXISTING RESIDENTIAL  
PLANNED UNIT DEVELOPMENT OF PROPERTIES LOCATED AT  
8269 AND 8311 BALATA DRIVE**

**WHEREAS,** Bill Brennan petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Exceptions Permit to amend the boundary of an existing Residential Planned Unit Development of properties located at 8269 and 8311 Balata Drive, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS,** Bill Brennan 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 October 19, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended granting a Special Exceptions Permit to amend the boundary of an existing Residential Planned Unit Development of properties located at 8269 and 8311 Balata Drive. Lots 90 and 91, Revised Plat of Mountain Lake Estates Manor, Plat Book 85, Page 136, ROHC, Deed Book 10713, Page 1, ROHC. Tax Map 123C-B-044 and 046 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

October 19, 2016

\_\_\_\_\_  
Date

2016-132 Hamilton County  
September 12, 2016

RESOLUTION

WHEREAS, Bill Brennan petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Exceptions Permit to amend the boundary of an existing Residential Planned Unit Development of properties located at 8269 and 8311 Balata Drive.

Lots 90 and 91, Revised Plat of Mountain Lake Estates Manor, Plat Book 85, Page 136, ROHC, Deed Book 10713, Page 1, ROHC. Tax Map 123C-B-044 and 046 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on September 12, 2016,

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

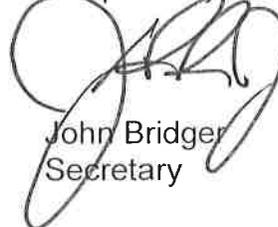
AND WHEREAS, no one was present in opposition to the petition,

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

AND WHEREAS, the Planning Commission has determined that the proposal is consistent with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on September 12, 2016, recommended to the Members of the City Council of the City of Chattanooga that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2016-132 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-130: Approve, subject to the residential density not to exceed five dwelling units per acre.



952 ft



# PLANNING COMMISSION CASE REPORT

Case Number: 2016-132

PC Meeting Date: 09-12-16

## Applicant Request

Special Permit to amend boundary of existing Planned Unit Development

Property Location:	8269 & 8311 Balata Drive
Property Owner:	Bill Brennan
Applicant:	Bill Brennan

## Project Description

- Proposal: To expand Planned Unit Development boundary to include entire parcel currently bisected by boundary line.
- Proposed Access: Entrance on Balata Drive.
- Proposed Development Form: The proposal does not increase the density or number of lots from existing Planned Unit Development

## Site Analysis

### Site Description

- Location: The site is located on the west side of Balata Drive approximately 4,000 feet south from the entrance of the Mountain Lakes subdivision.
- Current Access: Balata Drive is the only current access for the site.
- Current Development form: The area is undeveloped minus the other detached single-family dwellings on the single street.

### Zoning History

- The site is currently zoned A-1 Agricultural District.
- The site was granted a Planned Unit Development special permit in 2002. (Resolution #302-24).
- The properties surrounding the site are A-1 Agricultural District except for the parcels abutting to the north, which are zoned R-1 Single-Family Residential District.

### Plans/Policies/Regulations

- The Wolftever Creek Plan (adopted by City Council in 2010) recommends Slope Residential for this site. Slope Residential is a designation which states, "Excessively steep regions should be developed lightly if at all. To minimize negative impacts of slope development in terms of viewshed destruction, water runoff and hillside slumping, residential densities should be limited to one dwelling unit per two acres."
- 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.
- The Development Policy from the Comprehensive Plan 2030 update (Called the Renewing Our Vision and adopted by Planning Commission in 2016) identifies this site as being in intensity level 1. Level 1 has the least potential for development, or future public services and facilities. However, they have high potential for protecting large natural areas through parks, greenways, working farms and conservation easements.

## Key Findings

- The proposal is supported by the adopted Land Use Plan for the area which recommends low-density residential which respect the topographic challenges of the area.
- The proposed use is consistent with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed residential density is compatible with the surrounding densities.
- The proposed structure does not raise concerns regarding location, lighting, or height.

## PLANNING COMMISSION CASE REPORT

- The proposal would not set a precedent for future requests.

### Staff Recommendation

Approve



## 2016-132 Special Exceptions Permit for a Residential PUD





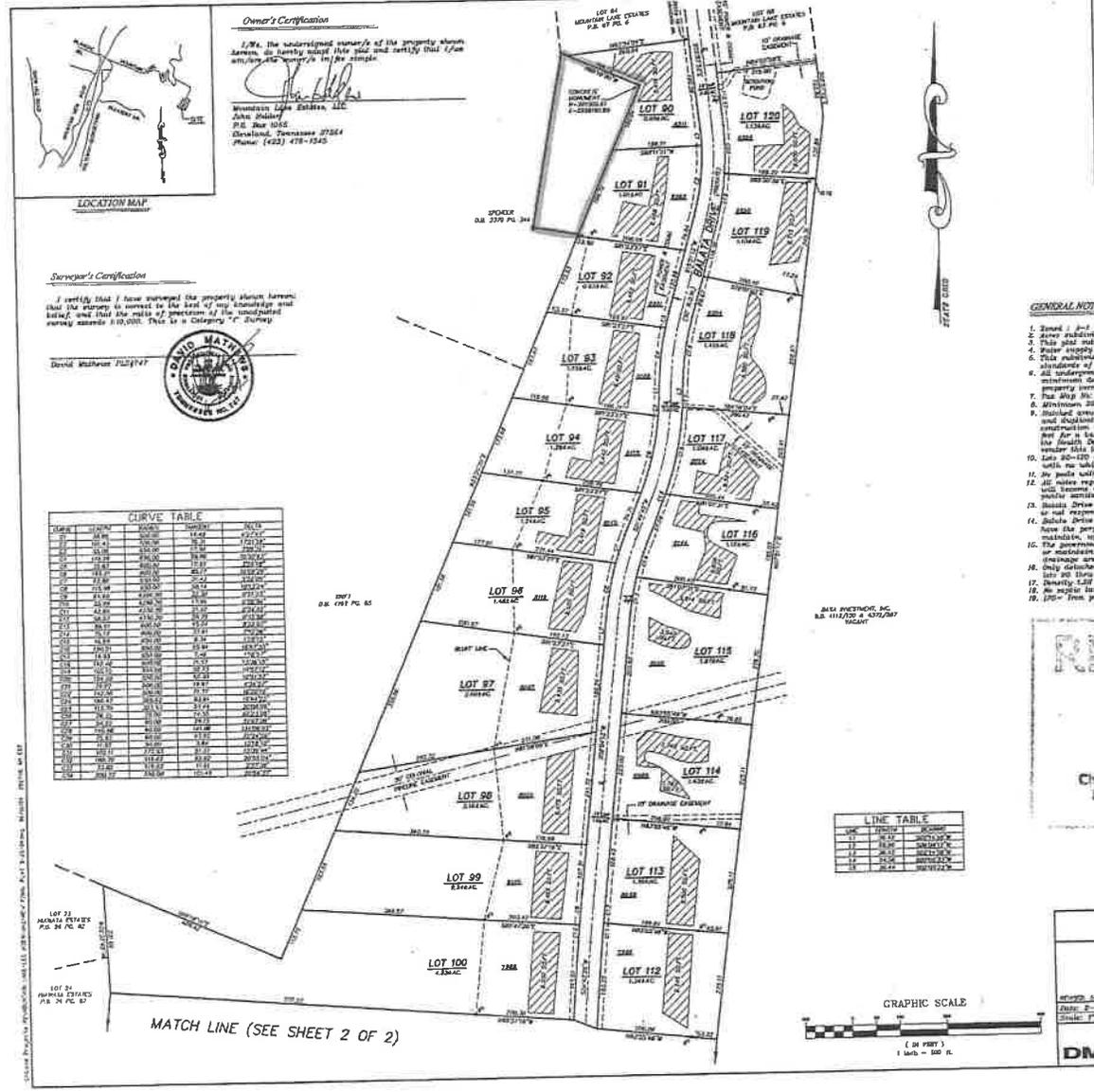

952 ft

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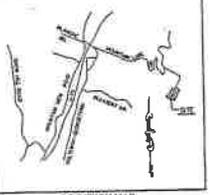


**Chattanooga Hamilton County Regional Planning Agency**

2016-132



**Owner's Certification**  
 I, We, the undersigned owner/s of the property shown herein, do hereby certify this plan and certify that I am an individual owner/s in the single.  
 Signature: [Handwritten Signature]  
 Mountain Lake Estates, LLC  
 John Miller  
 P.O. Box 10100  
 Cleveland, Tennessee 37314  
 Phone: (423) 478-1345



**Surveyor's Certification**  
 I certify that I have surveyed the property shown herein, that the survey is correct to the best of my knowledge and belief, and that the ratio of precision of the unadjoined survey amounts to 10,000. This is in Category "C" Survey.  
 David Mathews PLM/PLP

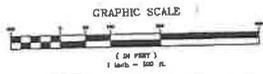


**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE
1+00	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+01	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+02	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+03	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+04	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+05	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+06	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+07	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+08	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+09	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+10	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+11	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+12	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+13	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+14	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+15	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+16	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+17	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+18	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+19	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+20	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+21	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+22	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+23	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+24	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+25	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+26	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+27	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+28	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+29	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+30	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+31	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+32	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+33	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+34	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+35	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+36	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+37	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+38	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+39	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+40	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+41	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+42	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+43	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+44	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+45	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+46	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+47	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+48	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+49	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+50	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+51	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+52	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+53	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+54	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+55	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+56	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+57	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+58	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+59	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+60	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+61	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+62	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+63	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+64	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+65	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+66	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+67	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+68	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+69	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+70	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+71	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+72	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+73	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+74	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+75	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+76	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+77	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+78	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+79	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+80	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+81	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+82	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+83	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+84	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+85	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+86	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+87	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+88	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+89	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
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1+91	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+92	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+93	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+94	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
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1+97	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
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1+99	S 89° 59' 59" W	100.000	100.000	90° 00' 01"
1+100	S 89° 59' 59" W	100.000	100.000	90° 00' 01"

**LINE TABLE**

LINE NO.	START STATION	END STATION	LENGTH
1	1+00	1+01	100.000
2	1+01	1+02	100.000
3	1+02	1+03	100.000
4	1+03	1+04	100.000
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6	1+05	1+06	100.000
7	1+06	1+07	100.000
8	1+07	1+08	100.000
9	1+08	1+09	100.000
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100	1+99	1+100	100.000



Instrument: 2016010101  
 Book and Page: 132-132  
 Date of Recording: 01-10-2016  
 Total Pages: 132-132  
 Fee: \$1,000.00  
 Office: Hamilton County, Tennessee

RECORDED PLAT DOES NOT  
 TRANSFER PROPERTY  
 OWNERSHIP  
 DEED MUST BE RECORDED

APPROVER FOR RECEIVING  
 HAMILTON COUNTY CLERK  
 DATE: 01



# Hamilton County Board of Commissioners RESOLUTION

No. 1016- 25A

(P.C. NO. 2016-134)

**A RESOLUTION TO REZONE FROM R-1 RESIDENTIAL DISTRICT  
TO R-T/Z RESIDENTIAL TOWNHOUSE/ZERO LOT LINE DISTRICT,  
PROPERTY LOCATED AT 2016 OOLTEWAH RINGGOLD ROAD**

**WHEREAS**, MAP Engineers, LLC & East Haven Partners, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road , and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers, LLC & East Haven Partners, LLC 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 October 19, 2016, 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 from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road, an unplatted tract of land located at 2016 Ooltewah Ringgold Road being the property described in Deed Book 10366, Page 449, ROHC. Tax Map160-006.01 as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

2016-134 Hamilton County  
September 12, 2016

## RESOLUTION

WHEREAS, MAP Engineers, LLC & East Haven Partners, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission rezoning from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road.

An unplatted tract of land located at 2016 Ooltewah Ringgold Road being the property described in Deed Book 10366, Page 449, ROHC. Tax Map160-006.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on September 12, 2016,

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

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

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

AND WHEREAS, the Planning Commission has determined that the proposal is compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on September 12, 2016, recommended to the County Mayor and Members of the County Commission that this petition be **denied** for R-T/Z Residential Townhouse/Zero Lot Line District and **approved** the submitted plan as a Planned Unit Development, subject to the following conditions:

1. A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
2. Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.

3. No driveways to access Leslie Sandidge Drive.
4. Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
5. Development shall be limited to no more than 60 single-family homes. Applicant states if there should be more than 60 lots that they will be community lots.
6. The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
7. Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
8. Applicant will provide decorative lighting within new Subdivision.

Respectfully submitted,



John Bridger  
Secretary



## 2016-134 Rezoning from R-1 to R-T/Z

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-134: Approve, subject to the list of conditions in the Planning Commission Resolution.



498 ft



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-134

PC Meeting Date: 09-12-16

**Applicant Request****Rezone R-1 Single-Family Residential District to R-T/Z Residential Townhouse/Zero Lot Line District**

Property Location: 2016 Ooltewah Ringgold Road

Property Owner: East Haven Partners, LLC

Applicant: Map Engineers, LLC

**Project Description**

- Proposal: Develop 16-acre subdivision with 60 dwelling units. Applicant is looking to use R-T/Z Residential Townhouse Zero Lot Line District to allow 5 foot side yard setbacks on all buildable lots. Existing platted lot sizes are not proposed to change.
- Proposed Access: Entrance on Ooltewah-Ringgold Road.
- Proposed Development Form: Detached single-family units on individual lots.
- Proposed Density: Approximately 3.75 dwelling units per acre.

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

- Location: site is located at the northeast corner of the Leslie Sanders Drive and Ooltewah-Ringgold Road intersection.
- Current Access: Access is currently only available from Ooltewah-Ringgold Road by a condition from the current zoning.
- Current Development form: To the south and east are detached single-family dwellings on small-lots. To the north is a large lot with several sparsely scattered buildings. To the west is the East Hamilton Middle High School.
- Current Land Uses: To the north are agricultural uses. To the south and east are low-density residential uses. To the west is an institutional use.
- Current Density: The adjacent R-1 Residential District subdivision of East Colony has a density of 1.6 dwelling units per acre and an adjacent A-1 Agriculture District subdivision of Frost Creek Farms to the south has a density of 0.9 dwelling units per acre.
- Natural Resources: TBD

**Zoning History**

- The site is currently zoned R-1 Single-Family Residential District.
- The site was rezoned from A-1 Agricultural District and R-2 Rural Residential District to R-1 Single-Family Residential District in 2014 (Resolution #714-28) with the following conditions.
- A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
- Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.
- No driveways to access Leslie Sandidge Drive.
- Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
- Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots.
- The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
- Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
- Applicant will provide decorative lighting within new Subdivision.

## PLANNING COMMISSION CASE REPORT

- The property to the north is zoned A-1 Agricultural District, R-2 Rural Residential District, and a small parcel zoned R-3MD Moderate Density District. The property to the east is zoned R-1 Single-Family Residential District. The property to the south is zoned A-1 Agricultural District and R-2 Rural Residential District. The property to the west is zoned A-1 Agricultural District and R-2 Rural Residential District.
- Less than a mile south on Ooltewah-Ringgold Road is the Edgewater Subdivision of R-T/Z Residential Townhouse/Zero-Lot Line District with a density of 4.3 dwelling units per acre.

### Plans/Policies/Regulations

- There is no current adopted land use plan for this area.
- The Development Policy from the Comprehensive Plan 2030 update (Called the Renewing Our Vision and adopted by Planning Commission in 2016) identifies this site as being in intensity level 1, 2 and 3. Level 1 has the least potential for development, or future public services and facilities. However, they have high potential for protecting large natural areas through parks, greenways, working farms and conservation easements. Level 2 describes the development potential appropriate for low-intensity development based on the limited infrastructure. Level 3 describes the development potential appropriate for low-to-medium intensity development based on the limited infrastructure.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.
- The R-T/Z Residential Townhouse Zero Lot Line District permits single-family homes, zero-lot line homes, and townhouses. A zero lot line house is one where one wall sits on a common property line. There is a maximum density of 8 dwelling units per acre for this zone.
- 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.
- A Residential PUD is limited to what is shown on the PUD Plan *as approved by the County Commission*.

### Key Findings

- The proposal can be supported by the Development Policy from the Comprehensive Plan 2030 update which recommends low-intensity development.
- The proposed single-family residential use is compatible with surrounding uses.
- The proposal to have 5-foot side yard building setbacks instead of 10 feet is not consistent with the development form of the area. However, this would not negatively impact the adjacent neighborhood to the east because the rear yard setbacks of the abutting lots would be consistent.
- The proposed residential density is compatible with the surrounding densities.
- The proposed structure does not raise concerns regarding location, lighting, or height.
- The R-T/Z Residential Townhouse Zero Lot Line District proposal would not be an extension of an existing zone.
- The R-T/Z Residential Townhouse Zero Lot Line District proposal would set a precedent for future requests.
- Using a Planned Unit Development (PUD) to allow 5-foot side yard setbacks within this development without changing the residential zoning pattern on this side of Ooltewah-Ringgold Road.

## PLANNING COMMISSION CASE REPORT

The staff supports the proposed development form (5 foot side yard setbacks), but not the zone request for this location. Approving RTZ zone at this location would set a precedent for RTZ zoning at other locations along Ooltewah Ringgold Road. A PUD would allow for the same proposal to move forward without creating a change of zone that would have broader precedent implications for properties adjacent to this site.

### Staff Recommendation

Deny R-T/Z Residential Townhouse/Zero Lot Line District; Approve the submitted plan as a Planned Unit Development, subject to the following conditions:

1. A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
2. Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.
3. No driveways to access Leslie Sandidge Drive.
4. Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
5. Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots.
6. The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
7. Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
8. Applicant will provide decorative lighting within new Subdivision.

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 applicant is encouraged to consult with the Hamilton County Engineering Department for technical design requirements.



# 2016-134 Rezoning from R-1 to R-T/Z



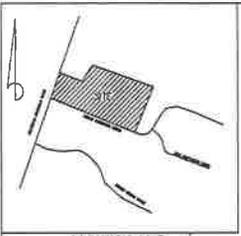


498 ft

**Chattanooga Hamilton County Regional Planning Agency**



2016-134



**Owner's Certification**

I, the undersigned owner/s of the property shown herein, do hereby adopt this plat and certify that I/We assume the owner/s in the streets. I declare the road right-of-way as shown to the public use forever and certify that there are no encumbrances on the property dedicated.

East Haven Partners, LLC  
Barry Payne  
6469 Bradmore Lane, Suite 301  
Columbia, Tennessee 37893  
(423) 895-2844

**ENGINEERS CERTIFICATION**

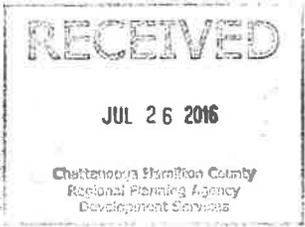
I certify that I have reviewed or designed all new roads, drainage, sanitary water and sanitary sewers, as shown on this plat, and that the design meets the proper engineering criteria.

Chattanooga Engineering Group  
Justin Chambers  
400 East Main Street Ste 180  
Chattanooga, Tennessee 37408  
Phone (423) 608-8100

**GENERAL NOTES**

1. Sheet 1 of 1
2. Some subdivisions: 15, 37, 40
3. This plat subdivision does not meet 100'-0" R.O.W.
4. Local Government does not verify that utilities or utility connections are available.
5. This subdivision has been developed according to the design standards of the Hamilton County Subdivision Regulations.
6. All underground utility standards and service lines to be a minimum depth of 24 inches when located within 10 feet of property corners.
7. The Map No. 185-8-01
8. 65 total lots of which 60 are buildable per Resolution # 714-88.
9. Density 2.16 buildable units per acre.
10. The Government of Hamilton County is NOT responsible to construct or maintain drainage easements on any lot and is NOT responsible to construct or maintain any drainage detention area, drainage, pond, spring, ground or facility on Community Lots.
11. The Government of Hamilton County is not responsible to construct or maintain drainage detention areas, or drainage easements.
12. Water quality easements and other drainage related facilities installed by the developer cannot be filed, altered or changed without permission from the Hamilton County Water Quality Program.
13. The Government of Hamilton County is not responsible to construct or maintain water quality easements or any drainage related facilities.
14. The Hamilton County Water Quality Program Rules and Regulations shall apply to any discharge of storm water from this subdivision.
15. The owners of all lots are responsible to maintain Water Quality Easements to the standards of the Hamilton County Water Quality Program.
16. Hamilton County Water Quality Program reserves the right of easement to access Water Quality Easement in the project area and facilities.

APPROVED FOR RECORDING  
HAMILTON COUNTY GIS DEPT  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
HAMILTON COUNTY WQA  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
JURISDICTIONAL AUTHORITY  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
CHATTANOOGA REGIONAL PLANNING COMMISSION  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_



LOCATION MAP



**Surveyor's Certification**

I certify that I have surveyed the property shown herein; that the survey is correct to the best of my knowledge and belief; and that the value of precision of the mentioned survey exceeds \$10,000. This is a Category "F" Survey.

David Mathews PLSP747

Calend Project: REVISED SANITARY DRAINAGE AND SEWERAGE SYSTEMS - 150000 PER EIT

CL- CURV BALT  
N=0.000000

CURVE TABLE

STATION	LENGTH	RADIUS (HORIZONTAL)	DELTA
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1+20.00	100.00	1000.00	36.00
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21+50.00	100.00	1000.00	36.00
21+60.00	100.00	1000.00	36.00
21+70.00	100.00	1000.00	36.00
21+80.00	100.00	1000.00	36.00
21+90.00			



# Hamilton County Board of Commissioners

## RESOLUTION

No. 1016-25B

(P.C. NO. 2016-134)

### A RESOLUTION TO REZONE FROM R-1 RESIDENTIAL DISTRICT TO R-T/Z RESIDENTIAL TOWNHOUSE/ZERO LOT LINE DISTRICT, PROPERTY LOCATED AT 2016 OOLTEWAH RINGGOLD ROAD

**WHEREAS**, MAP Engineers, LLC & East Haven Partners, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers, LLC & East Haven Partners, LLC 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 October 19, 2016, 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 **denied for R-T/Z Residential Townhouse/Zero Lot Line District and approved the submitted plan as a Planned Unit Development, subject to the following conditions: (1) A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built; (2) Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive; (3) No driveways to access Leslie Sandidge Drive; (4) Attempt to enter off Ooltewah-Ringgold Road.**

**Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road; (5) Development shall be limited to no more than 60 single-family homes. Applicant states if there should be more than 60 lots that they will be community lots; (6) The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony; (7) Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built; (8) Applicant will provide decorative lighting within new Subdivision,** property located at 2016 Ooltewah Ringgold Road, an unplatted tract of land located at 2016 Ooltewah Ringgold Road being the property described in Deed Book 10366, Page 449, ROHC. Tax Map160-006.01 as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

2016-134 Hamilton County  
September 12, 2016

## RESOLUTION

WHEREAS, MAP Engineers, LLC & East Haven Partners, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission rezoning from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road.

An unplatted tract of land located at 2016 Ooltewah Ringgold Road being the property described in Deed Book 10366, Page 449, ROHC. Tax Map160-006.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on September 12, 2016,

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

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

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

AND WHEREAS, the Planning Commission has determined that the proposal is compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on September 12, 2016, recommended to the County Mayor and Members of the County Commission that this petition be **denied** for R-T/Z Residential Townhouse/Zero Lot Line District and **approved** the submitted plan as a Planned Unit Development, subject to the following conditions:

1. A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
2. Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.

3. No driveways to access Leslie Sandidge Drive.
4. Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
5. Development shall be limited to no more than 60 single-family homes. Applicant states if there should be more than 60 lots that they will be community lots.
6. The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
7. Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
8. Applicant will provide decorative lighting within new Subdivision.

Respectfully submitted,



John Bridger  
Secretary



## 2016-134 Rezoning from R-1 to R-T/Z

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-134: Approve, subject to the list of conditions in the Planning Commission Resolution.



498 ft



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-134

PC Meeting Date: 09-12-16

**Applicant Request****Rezone R-1 Single-Family Residential District to R-T/Z Residential Townhouse/Zero Lot Line District**

Property Location: 2016 Ooltewah Ringgold Road

Property Owner: East Haven Partners, LLC

Applicant: Map Engineers, LLC

**Project Description**

- Proposal: Develop 16-acre subdivision with 60 dwelling units. Applicant is looking to use R-T/Z Residential Townhouse Zero Lot Line District to allow 5 foot side yard setbacks on all buildable lots. Existing platted lot sizes are not proposed to change.
- Proposed Access: Entrance on Ooltewah-Ringgold Road.
- Proposed Development Form: Detached single-family units on individual lots.
- Proposed Density: Approximately 3.75 dwelling units per acre.

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

- Location: site is located at the northeast corner of the Leslie Sanders Drive and Ooltewah-Ringgold Road intersection.
- Current Access: Access is currently only available from Ooltewah-Ringgold Road by a condition from the current zoning.
- Current Development form: To the south and east are detached single-family dwellings on small-lots. To the north is a large lot with several sparsely scattered buildings. To the west is the East Hamilton Middle High School.
- Current Land Uses: To the north are agricultural uses. To the south and east are low-density residential uses. To the west is an institutional use.
- Current Density: The adjacent R-1 Residential District subdivision of East Colony has a density of 1.6 dwelling units per acre and an adjacent A-1 Agriculture District subdivision of Frost Creek Farms to the south has a density of 0.9 dwelling units per acre.
- Natural Resources: TBD

**Zoning History**

- The site is currently zoned R-1 Single-Family Residential District.
- The site was rezoned from A-1 Agricultural District and R-2 Rural Residential District to R-1 Single-Family Residential District in 2014 (Resolution #714-28) with the following conditions.
- A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
- Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.
- No driveways to access Leslie Sandidge Drive.
- Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
- Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots.
- The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
- Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
- Applicant will provide decorative lighting within new Subdivision.

## PLANNING COMMISSION CASE REPORT

- The property to the north is zoned A-1 Agricultural District, R-2 Rural Residential District, and a small parcel zoned R-3MD Moderate Density District. The property to the east is zoned R-1 Single-Family Residential District. The property to the south is zoned A-1 Agricultural District and R-2 Rural Residential District. The property to the west is zoned A-1 Agricultural District and R-2 Rural Residential District.
- Less than a mile south on Ooltewah-Ringgold Road is the Edgewater Subdivision of R-T/Z Residential Townhouse/Zero-Lot Line District with a density of 4.3 dwelling units per acre.

### Plans/Policies/Regulations

- There is no current adopted land use plan for this area.
- The Development Policy from the Comprehensive Plan 2030 update (Called the Renewing Our Vision and adopted by Planning Commission in 2016) identifies this site as being in intensity level 1, 2 and 3. Level 1 has the least potential for development, or future public services and facilities. However, they have high potential for protecting large natural areas through parks, greenways, working farms and conservation easements. Level 2 describes the development potential appropriate for low-intensity development based on the limited infrastructure. Level 3 describes the development potential appropriate for low-to-medium intensity development based on the limited infrastructure.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.
- The R-T/Z Residential Townhouse Zero Lot Line District permits single-family homes, zero-lot line homes, and townhouses. A zero lot line house is one where one wall sits on a common property line. There is a maximum density of 8 dwelling units per acre for this zone.
- 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.
- A Residential PUD is limited to what is shown on the PUD Plan *as approved by the County Commission*.

### Key Findings

- The proposal can be supported by the Development Policy from the Comprehensive Plan 2030 update which recommends low-intensity development.
- The proposed single-family residential use is compatible with surrounding uses.
- The proposal to have 5-foot side yard building setbacks instead of 10 feet is not consistent with the development form of the area. However, this would not negatively impact the adjacent neighborhood to the east because the rear yard setbacks of the abutting lots would be consistent.
- The proposed residential density is compatible with the surrounding densities.
- The proposed structure does not raise concerns regarding location, lighting, or height.
- The R-T/Z Residential Townhouse Zero Lot Line District proposal would not be an extension of an existing zone.
- The R-T/Z Residential Townhouse Zero Lot Line District proposal would set a precedent for future requests.
- Using a Planned Unit Development (PUD) to allow 5-foot side yard setbacks within this development without changing the residential zoning pattern on this side of Ooltewah-Ringgold Road.

## PLANNING COMMISSION CASE REPORT

The staff supports the proposed development form (5 foot side yard setbacks), but not the zone request for this location. Approving RTZ zone at this location would set a precedent for RTZ zoning at other locations along Ooltewah Ringgold Road. A PUD would allow for the same proposal to move forward without creating a change of zone that would have broader precedent implications for properties adjacent to this site.

### Staff Recommendation

Deny R-T/Z Residential Townhouse/Zero Lot Line District; Approve the submitted plan as a Planned Unit Development, subject to the following conditions:

1. A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
2. Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.
3. No driveways to access Leslie Sandidge Drive.
4. Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
5. Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots.
6. The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
7. Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
8. Applicant will provide decorative lighting within new Subdivision.

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 applicant is encouraged to consult with the Hamilton County Engineering Department for technical design requirements.



# 2016-134 Rezoning from R-1 to R-T/Z



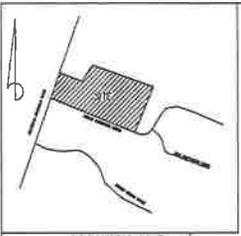


498 ft

**Chattanooga Hamilton County Regional Planning Agency**



2016-134



**Owner's Certification**

I, the undersigned owner/s of the property shown herein, do hereby adopt this plat and certify that I/We assume the owner/s in the streets I dedicate the road right-of-way as shown to the public use forever and certify that there are no encumbrances on the property dedicated.

East Haven Partners, LLC  
Barry Payne  
6469 Bradmore Lane, Suite 301  
Columbia, Tennessee 37893  
(423) 895-2844

**ENGINEERS CERTIFICATION**

I certify that I have reviewed or designed all new roads, drainage, sanitary water and sanitary sewers, as shown on this plat, and that the design meets the proper engineering criteria.

Chattanooga Engineering Group  
Justin Chambers  
400 East Main Street Ste 180  
Chattanooga, Tennessee 37408  
Phone (423) 608-8100

**GENERAL NOTES**

1. Sheet 1 of 1
2. Some subdivisions: 15, 37, 40
3. This plat subdivision does not meet 100'-0" R.O.W.
4. Local Government does not verify that utilities or utility connections are available.
5. This subdivision has been developed according to the design standards of the Hamilton County Subdivision Regulations.
6. All underground utility mains and service lines to be a minimum depth of 24 inches when located within 10 feet of property corners.
7. The Map No. 185-8-01
8. 65 total lots of which 60 are buildable per Resolution # 714-88.
9. Density 3.16 buildable units per acre.
10. The Government of Hamilton County is NOT responsible to construct or maintain drainage easements on any lot and is NOT responsible to construct or maintain any drainage detention area, drainage, pond, spring, ground or facility on Community Lots.
11. The Government of Hamilton County is not responsible to construct or maintain drainage detention areas, or drainage easements.
12. Water quality easements and other drainage related facilities installed by the developer cannot be filed, altered or changed without permission from the Hamilton County Water Quality Program.
13. The Government of Hamilton County is not responsible to construct or maintain water quality easements or any drainage related facilities.
14. The Hamilton County Water Quality Program Rules and Regulations shall apply to any discharge of storm water from this subdivision.
15. The owners of all lots are responsible to maintain Water Quality Easements to the standards of the Hamilton County Water Quality Program.
16. Hamilton County Water Quality Program reserves the right of easement to access Water Quality Easement in the project area and facilities.

APPROVED FOR RECORDING  
HAMILTON COUNTY GIS DEPT  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
HAMILTON COUNTY WQA  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
JURISDICTIONAL AUTHORITY  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
CHATTANOOGA REGIONAL  
PLANNING COMMISSION  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_

**RECEIVED**

JUL 26 2016

Chattanooga Hamilton County  
Regional Planning Agency  
Development Services

LOCATION MAP



**Surveyor's Certification**

I certify that I have surveyed the property shown herein; that the survey is correct to the best of my knowledge and belief; and that the value of precision of the mentioned survey exceeds \$10,000. This is a Category "F" Survey.

David Mathews PLSP747

Calend Project: REVISE LESLIE SANDRIDGE DRIVE/UNAPPROVED FINAL PLATING SUBSIDIARY 11/20/16 PER EIT

CL- CURV TABLE  
NEW - REVISION

STATION	LENGTH	RADIUS (HORIZONTAL)	DELTA
1+00.00	10.00	100.00	36.00
1+10.00	10.00	100.00	36.00
1+20.00	10.00	100.00	36.00
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22+70.00	10.00	100.00	36.00



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-25C

(P.C. NO. 2016-134)

**A RESOLUTION TO REZONE FROM R-1 RESIDENTIAL DISTRICT TO R-T/Z  
RESIDENTIAL TOWNHOUSE/ZERO LOT LINE DISTRICT, PROPERTY LOCATED AT  
2016 OOLTEWAH RINGGOLD ROAD**

**WHEREAS**, MAP Engineers, LLC & East Haven Partners, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road , and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, MAP Engineers, LLC & East Haven Partners, LLC 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 October 19, 2016, 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 denied for R-T/Z Residential Townhouse/Zero Lot Line District and approved the submitted plan as a Planned Unit Development, subject to the following conditions: (1) A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built; (2) Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive; (3) No driveways to access Leslie Sandidge Drive; (4) Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road; (5) Development shall be limited to no more than 60 single-family "detached" homes. Applicant states if there should be more than 60 lots that they will be community lots; (6) The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & 1/2 stories in height in an effort to preserve the view from East Colony; (7) Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built; (8) Applicant will provide decorative lighting within new Subdivision, property located at 2016 Ooltewah Ringgold Road, an unplatted tract of land located at 2016 Ooltewah Ringgold Road being the property described in Deed Book 10366, Page 449, ROHC. Tax Map160-006.01 as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

2016-134 Hamilton County  
September 12, 2016

## RESOLUTION

WHEREAS, MAP Engineers, LLC & East Haven Partners, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission rezoning from R-1 Residential District to R-T/Z Residential Townhouse/Zero Lot Line District, property located at 2016 Ooltewah Ringgold Road.

An unplatted tract of land located at 2016 Ooltewah Ringgold Road being the property described in Deed Book 10366, Page 449, ROHC. Tax Map160-006.01 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on September 12, 2016,

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

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

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

AND WHEREAS, the Planning Commission has determined that the proposal is compatible with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on September 12, 2016, recommended to the County Mayor and Members of the County Commission that this petition be **denied** for R-T/Z Residential Townhouse/Zero Lot Line District and **approved** the submitted plan as a Planned Unit Development, subject to the following conditions:

1. A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
2. Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.

3. No driveways to access Leslie Sandidge Drive.
4. Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
5. Development shall be limited to no more than 60 single-family homes. Applicant states if there should be more than 60 lots that they will be community lots.
6. The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
7. Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
8. Applicant will provide decorative lighting within new Subdivision.

Respectfully submitted,



John Bridger  
Secretary



## 2016-134 Rezoning from R-1 to R-T/Z

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-134: Approve, subject to the list of conditions in the Planning Commission Resolution.



498 ft



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-134

PC Meeting Date: 09-12-16

**Applicant Request****Rezone R-1 Single-Family Residential District to R-T/Z Residential Townhouse/Zero Lot Line District**

Property Location: 2016 Ooltewah Ringgold Road

Property Owner: East Haven Partners, LLC

Applicant: Map Engineers, LLC

**Project Description**

- Proposal: Develop 16-acre subdivision with 60 dwelling units. Applicant is looking to use R-T/Z Residential Townhouse Zero Lot Line District to allow 5 foot side yard setbacks on all buildable lots. Existing platted lot sizes are not proposed to change.
- Proposed Access: Entrance on Ooltewah-Ringgold Road.
- Proposed Development Form: Detached single-family units on individual lots.
- Proposed Density: Approximately 3.75 dwelling units per acre.

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

- Location: site is located at the northeast corner of the Leslie Sanders Drive and Ooltewah-Ringgold Road intersection.
- Current Access: Access is currently only available from Ooltewah-Ringgold Road by a condition from the current zoning.
- Current Development form: To the south and east are detached single-family dwellings on small-lots. To the north is a large lot with several sparsely scattered buildings. To the west is the East Hamilton Middle High School.
- Current Land Uses: To the north are agricultural uses. To the south and east are low-density residential uses. To the west is an institutional use.
- Current Density: The adjacent R-1 Residential District subdivision of East Colony has a density of 1.6 dwelling units per acre and an adjacent A-1 Agriculture District subdivision of Frost Creek Farms to the south has a density of 0.9 dwelling units per acre.
- Natural Resources: TBD

**Zoning History**

- The site is currently zoned R-1 Single-Family Residential District.
- The site was rezoned from A-1 Agricultural District and R-2 Rural Residential District to R-1 Single-Family Residential District in 2014 (Resolution #714-28) with the following conditions.
- A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
- Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.
- No driveways to access Leslie Sandidge Drive.
- Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
- Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots.
- The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
- Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
- Applicant will provide decorative lighting within new Subdivision.

## PLANNING COMMISSION CASE REPORT

- The property to the north is zoned A-1 Agricultural District, R-2 Rural Residential District, and a small parcel zoned R-3MD Moderate Density District. The property to the east is zoned R-1 Single-Family Residential District. The property to the south is zoned A-1 Agricultural District and R-2 Rural Residential District. The property to the west is zoned A-1 Agricultural District and R-2 Rural Residential District.
- Less than a mile south on Ooltewah-Ringgold Road is the Edgewater Subdivision of R-T/Z Residential Townhouse/Zero-Lot Line District with a density of 4.3 dwelling units per acre.

### Plans/Policies/Regulations

- There is no current adopted land use plan for this area.
- The Development Policy from the Comprehensive Plan 2030 update (Called the Renewing Our Vision and adopted by Planning Commission in 2016) identifies this site as being in intensity level 1, 2 and 3. Level 1 has the least potential for development, or future public services and facilities. However, they have high potential for protecting large natural areas through parks, greenways, working farms and conservation easements. Level 2 describes the development potential appropriate for low-intensity development based on the limited infrastructure. Level 3 describes the development potential appropriate for low-to-medium intensity development based on the limited infrastructure.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.
- The R-T/Z Residential Townhouse Zero Lot Line District permits single-family homes, zero-lot line homes, and townhouses. A zero lot line house is one where one wall sits on a common property line. There is a maximum density of 8 dwelling units per acre for this zone.
- 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.
- A Residential PUD is limited to what is shown on the PUD Plan *as approved by the County Commission*.

### Key Findings

- The proposal can be supported by the Development Policy from the Comprehensive Plan 2030 update which recommends low-intensity development.
- The proposed single-family residential use is compatible with surrounding uses.
- The proposal to have 5-foot side yard building setbacks instead of 10 feet is not consistent with the development form of the area. However, this would not negatively impact the adjacent neighborhood to the east because the rear yard setbacks of the abutting lots would be consistent.
- The proposed residential density is compatible with the surrounding densities.
- The proposed structure does not raise concerns regarding location, lighting, or height.
- The R-T/Z Residential Townhouse Zero Lot Line District proposal would not be an extension of an existing zone.
- The R-T/Z Residential Townhouse Zero Lot Line District proposal would set a precedent for future requests.
- Using a Planned Unit Development (PUD) to allow 5-foot side yard setbacks within this development without changing the residential zoning pattern on this side of Ooltewah-Ringgold Road.

## PLANNING COMMISSION CASE REPORT

The staff supports the proposed development form (5 foot side yard setbacks), but not the zone request for this location. Approving RTZ zone at this location would set a precedent for RTZ zoning at other locations along Ooltewah Ringgold Road. A PUD would allow for the same proposal to move forward without creating a change of zone that would have broader precedent implications for properties adjacent to this site.

### Staff Recommendation

Deny R-T/Z Residential Townhouse/Zero Lot Line District; Approve the submitted plan as a Planned Unit Development, subject to the following conditions:

1. A 25' landscape buffer along Leslie Sandidge Drive & property line bordering East Colony Subdivision to be installed as the subdivision is being built.
2. Applicant will plant street trees at every rear lot corner along Leslie Sandidge Drive.
3. No driveways to access Leslie Sandidge Drive.
4. Attempt to enter off Ooltewah-Ringgold Road. Applicant will apply for a permit from TDOT and commit to make best efforts to bring the subdivision entrance in from Ooltewah-Ringgold Road.
5. Applicant will limit the number of homes to a maximum of 60 dwelling lots. Applicant states if there should be more than 60 lots that they will be community lots.
6. The 6 lots that have common property lines with East Colony Subdivision will be restricted to 1 & ½ stories in height in an effort to preserve the view from East Colony.
7. Applicant will have sidewalks within the new Subdivision along the new streets. Applicant will install these as homes are built.
8. Applicant will provide decorative lighting within new Subdivision.

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 applicant is encouraged to consult with the Hamilton County Engineering Department for technical design requirements.

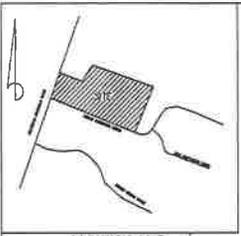


# 2016-134 Rezoning from R-1 to R-T/Z

498 ft

**Chattanooga Hamilton County Regional Planning Agency**

2016-134



**Owner's Certification**

I, the undersigned owner/s of the property shown herein, do hereby adopt this plat and certify that I/We assume the owner/s in the streets. I declare the road right-of-way as shown to the public use forever and certify that there are no encumbrances on the property dedicated.

East Haven Partners, LLC  
Barry Payne  
6469 Bradmore Lane, Suite 301  
Columbia, Tennessee 37893  
(423) 895-2844

**ENGINEERS CERTIFICATION**

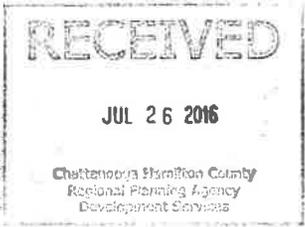
I certify that I have reviewed or designed all new roads, drainage, sanitary water and sanitary sewers, as shown on this plat, and that the design meets the proper engineering criteria.

Chattanooga Engineering Group  
Justin Chambers  
400 East Main Street Ste 180  
Chattanooga, Tennessee 37408  
Phone (423) 608-8100

**GENERAL NOTES**

1. Sheet 1 of 1
2. Some subdivisions: 15, 37, 40
3. This plat subdivision does: 10300-448
4. Local Government does not verify that utilities or utility connections are available.
5. This subdivision has been developed according to the design standards of the Hamilton County Subdivision Regulations.
6. All underground utility standards and service lines to be a minimum depth of 24 inches when located within 10 feet of property corners.
7. The Map No: 105-8-01
8. 65 total lots of which 60 are buildable per Resolution # 714-88.
9. Density 3.16 buildable units per acre.
10. The government of Hamilton County is NOT responsible to construct or maintain drainage easements on any lot and is NOT responsible to construct or maintain any drainage detention area, drainage, pond, spring, ground or facility on Community lots.
11. The Government of Hamilton County is not responsible to construct or maintain drainage detention areas, or drainage easements.
12. Water quality easements and other drainage related facilities installed by the developer cannot be filed, altered or changed without permission from the Hamilton County Water Quality Program.
13. The government of Hamilton County is not responsible to construct or maintain water quality easements or any drainage related facilities.
14. The Hamilton County Water Quality Program Rules and Regulations shall apply to any discharge of storm water from this subdivision.
15. The owners of all lots are responsible to maintain Water Quality Easements to the standards of the Hamilton County Water Quality Program.
16. Hamilton County Water Quality Program reserves the right of easement to access Water Quality Easement in the project area and facilities.

APPROVED FOR RECORDING  
HAMILTON COUNTY GIS DEPT  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
HAMILTON COUNTY WQA  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
JURISDICTIONAL AUTHORITY  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
CHATTANOOGA CITY REGIONAL  
PLANNING COMMISSION  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_



LOCATION MAP



**Surveyor's Certification**

I certify that I have surveyed the property shown herein; that the survey is correct to the best of my knowledge and belief; and that the value of precision of the mentioned survey exceeds \$10,000. This is a Category "F" Survey.

David Mathews PLSP747

Calend Project: RENEWABLE SANDRIDGE DRIVE/UNAPPROVED FINAL PLATING SUBSIDIARY 15/05/16 PER EIT

CL- CURV BALT  
N=0.000000

CURVE TABLE

STATION	LENGTH	RADIUS (HORIZONTAL)	DELTA
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22+70.00	10.00		



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-26

**A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: Eglemont Drive and Eagle Nest Lane.**

WHEREAS, The above listed roads are new subdivision roads in the Eagle Bluff Woods Subdivision and have been inspected by the Hamilton County Division of Public Works and meet current County Subdivision Regulations; and,

WHEREAS, the list of roads, a copy of which is attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein, completely describes the amendments to be made to the “Master List of Roads and Speed Limits”.

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

1. That the above named roads be declared district roads, 2<sup>nd</sup> class.
2. That the attached amendments to the “Master List of Roads and Speed Limits” are hereby adopted and approved.
3. That the “Master List of Roads and Speed Limits” is hereby amended.

**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

October 19, 2016

\_\_\_\_\_  
Date

**ROAD NAME**

**DESCRIPTION**

Eaglemont Drive

Eaglemont Drive is in the 2<sup>nd</sup> Civil District, the 9<sup>th</sup> County Commission District, in the Eagle Bluff Woods Subdivision on State Tax Map Number 102, leading from River Run Drive south 0.19 miles to a turnaround, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Wright Construction and Spears Hopkins Paving for the developer Sarath Gangavarapu.

The speed limit on said road shall be **20 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

Eagle Nest Lane

Eagle Nest Lane is in the 2<sup>nd</sup> Civil District, the 9<sup>th</sup> County Commission District, in the Eagle Bluff Woods Subdivision on State Tax Map Number 102, leading from Eaglemont Drive east 0.12 miles to a turnaround, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Wright Construction and Spears Hopkins Paving for the developer Sarath Gangavarapu.

The speed limit on said road shall be **20 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-27

A RESOLUTION ACCEPTING THE BID OF DON LEDFORD AUTOMOTIVE CENTER, INC. FOR THREE (3) HEAVY DUTY VANS AMOUNTING TO \$74,925.00 FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for three (3) heavy duty vans for the Maintenance Department; and,

WHEREAS, the bid from Don Ledford Automotive Center, Inc. amounting to \$74,925.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Don Ledford Automotive Center, Inc. for three (3) heavy duty vans amounting to \$74,925.00 for the Maintenance Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 12,, 2016

### Invitation to Bid – Hamilton County

Subject: Three (3) Heavy Duty Cargo Vans as per attached specifications.

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

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

Street City State

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "Vans".  
Proposal/Bid Number: 0916-034**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

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

Gail B. Roppo  
Director of Purchasing

Bid#: 0916-034 (3) Heavy Duty Vans  
Hamilton County, Tennessee

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for three (3) new and unused, current model year (2017), heavy duty cargo vans. Vehicles shall be equipped with all standard manufacturers' equipment for the model bid. Any deviations from the specifications shall be provided in detail. The vehicles shall meet or exceed the following specifications. All bids are to be F.O.B. Chattanooga, Tennessee. Dealers must include manufacturer's spec sheets with bids.

### Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:00 a.m. (ET) on Friday September 23, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "**Bid# 0916-034: Vans**". Any sealed envelope(s) enclosed within this envelope / package should also be clearly marked with the same label.

**Note: Important delivery / mailing instructions.**

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

### **DELIVERY ADDRESS FOR ALL PROPOSALS:**

Gail B. Roppo, Director of Purchasing  
**BID # 0916-034 Vans** from {insert your company name here}  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**Completion of the attached forms:** Please complete and sign the attached Authorization to Bind, and Certificate of Compliance forms.

### Contacts

Questions concerning **product specifications** should be directed to Andrea Wright on 423-209-7700.

Questions concerning **bid procedures** should be directed to the Purchasing Department, Janie Burley at janieb@hamiltontn.gov or 423-209-6350.

**Specifications for (3) Heavy Duty Cargo Vans:**

(3) CARGO VANS SPECIFICATIONS-MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
<b>LOW ROOF VANS ONLY</b>			
Standard size, G.V.W. range (in lbs.) must be 9000 or more			
Must be 1 ton model			
Engine: 3.7 Liter V-8 or V-6 equivalent or more – Gasoline, 275 HP (minimum)			
Emissions: Federal Requirements for this area			
Transmission: Automatic 6-speed heavy duty w/OD-INC: Aux Cooler			
Rear wheel drive			
Rear axle ratio 3.31 or more			
Front suspension: 3600 lb. or more			
Rear Suspension: 5500 lb. or more			
Shocks: Front and rear heavy duty			
Brakes: Twin system HYD. Power Vac 4 wheel disc			
Steering: Power w/tilt steering wheel			
Radio: AM/FM Stereo (2) speakers, digital clock			
Wheelbase: 125" minimum			
Back of driver's seat to rear doors, approximately 120" or more			
Vehicle height: Approximately 7 ft., interior cargo height approx. 53 inches.			
Seats: High back bucket drivers and passenger seat, both with vinyl seat covers (both seats must have air-bags and head restraints.			
Rear vision back-up camera			
Console			
Gauges: Speedometer, tachometer, amp, temp, gas & oil warning lights.			
Bumpers: Front and Rear			
Heater and defroster			

Bid#: 0916-034 (3) Heavy Duty Vans  
Hamilton County, Tennessee

(3) CARGO VANS SPECIFICATIONS-MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Battery: 500 amps or more			
Alternator: 100 amps or more			
Tires and Wheels: 8 lug-lt, 235/65R-16E front and rear (or larger) All-season BSW tires with full size spare to match, lug wrench and jack			
Air Conditioning: Standard type, must be factory installed			
Cooling system: Heavy duty with extra cooling capacity.			
Color: White			
Doors: Cargo; rear/double swing out with no windows – right side/double swing out with no windows.			
Mirrors: Both sides below eye line – dual power			
Grab handle: A-pillar (front passenger)			
Windows: Driver & passenger – power operated			
Door locks: Power			
Interior lighting: Cab and rear cargo compartment			
All ICC lights: No standard equipment deletions			
Warranty: At least 3 years/36,000 miles over-all and 5 year/60,000 mile power train warranty.			
Dealer must include manufacturer's spec sheet			

**Pricing for three (3) Heavy Duty Vans:**

Bid Price (ea): \_\_\_\_\_ Total Bid Price: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

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

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

## AUTHORIZATION TO BIND

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

---

Authorized Signature (Officer of the Company)

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Taxpayer Identification Number

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date

### CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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



## HAMILTON COUNTY, TENNESSEE GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **IRAN DIVESTMENT ACT.** By submission of a bid, 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.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
31. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
32. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
33. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the 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.
38. **WARRANTIES:** All warranty information must be furnished.
39. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



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**Solicitation - Log**

9/12/2016 8:18 AM Eastern

Solicitation Title: Three (3) Heavy Duty Cargo Vans  
 Number: 0916-034  
 Bids Due: 9/23/2016 10:00:00 AM Eastern  
 Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/12/2016 8:17:51AM	Eastern	Janie Burley	<a href="#">0916-034 - Three (3) Heavy Duty Cargo Vans</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	203	4

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**Please run the attached ad on September 12, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for three (3) heavy duty cargo vans will be opened at 10:00 A.M. (ET) on September 23, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



**Three (3) Heavy Duty Vans**  
September 23, 2016

Maintenance Dept.  
10:00 A.M.

<b>Vendors:</b>	<b>Don Ledford Automotive Center, Inc.</b>	<b>Chevrolet Buick GMC Cadillac of Murfreesboro</b>	<b>Auto Nation Chevrolet Northpoint</b>	<b>Mtn. View Chevrolet</b>	<b>Russell Barnett</b>	<b>Prater Ford, Inc.</b>	<b>Sutherlin Nissan</b>	<b>Mtn. View Ford</b>
Bid Price Each	\$24,975.00	\$25,053.51	\$25,230.00	\$25,455.00	\$26,438.00	\$26,670.44	\$28,376.00	\$28,545.00
Total Bid Price	\$74,925.00	\$75,160.53	\$75,690.00	\$76,365.00	\$79,314.00	\$80,011.32	\$85,128.00	\$85,635.00
Make/Model	Chev. Express HD 3500	Chev. Express 3500	Chev. Express 3500	Chev. Express 3500	Ram Promaster 3500	Ford Transit T350 LR	Nissan NV3500	Ford Transit T350
Delivery:	8-10 weeks	6-8 weeks	60-120 days	8 weeks	4-6 weeks	12-14 weeks	10-14 days	14 weeks
Terms:	Net 30	Net 30	Net 30	C.O.D.	C.O.D.	C.O.D.	/	C.O.D.

<b>Request For Bids:</b>	
Newspaper Ad:	9/12/2016
Vendor Notifications:	203
Vendor Response:	8
Budgeted:	Capital Outlay

**Low bid, meets specs**

**Prepared For:**  
HAMILTON COUNTY, TN  
Chattanooga, Tennessee, 37404  
Phone: (423) 209-6350  
Fax: (423) 209-6351

**Prepared By:**  
Administrator  
**JON ARBUCKLE**  
"DEDICATED TO CUSTOMER SERVICE"  
SelectPhone: (423) 593-3180  
Email: jon.arbuckle1000@gmail.com

**2017 Chevrolet Express 3500**

**• VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**SELECTED MODEL**

Code	Description	MSRP	Invoice
CG33405	2017 Chevrolet Express 3500 RWD Cargo Van Work Van	\$34,065.00	\$31,680.45

**SELECTED VEHICLE COLORS**

Code	Description
-	Interior: MEDIUM PEWTER, VINYL SEAT TRIM
-	Exterior 1: SUMMIT WHITE

**SELECTED OPTIONS**

Code	Description	Class	MSRP	Invoice
<b>PACKAGES</b>				
1WT	Preferred Equipment Group 1WT (L20) Engine: Vortec 4.8L V8 SFI : Includes external engine oil cooler.; (MYD) Transmission: Electronic 6-Speed HD Auto w/OD : Includes tow/haul mode and internal transmission oil cooler.; (C6Y) GVWR: 9,600 lbs (4,354 kg); (GU6) 3.42 Rear Axle Ratio; (AR7) Front Reclining High-Back Bucket Seats : Includes outboard head restraints and inboard armrests.; (~W) Vinyl Seat Trim; (XLP) Tires: Front LT245/75R16E AS BW; (YLP) Tires: Rear LT245/75R16E AS BW; (QB5) Wheels: 16" x 6.5" Steel (4) : (40.6 cm x 16.5 cm). Includes gray center caps and steel spare.; (U0F) Radio: AM/FM Stereo w/MP3 Player : Includes seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers.	OPT	\$0.00	\$0.00
<b>EMISSIONS</b>				
FE9	Federal Emissions Requirements	OPT	\$0.00	\$0.00
<b>POWERTRAIN</b>				
L20	Engine: Vortec 4.8L V8 SFI Includes external engine oil cooler.	INC	\$0.00	\$0.00
MYD	Transmission: Electronic 6-Speed HD Auto w/OD	INC	\$0.00	\$0.00

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September 22, 2016

**Prepared For:**  
HAMILTON COUNTY, TN  
Chattanooga, Tennessee, 37404  
Phone: (423) 209-6350  
Fax: (423) 209-6351

**Prepared By:**  
Administrator  
JON ARBUCKLE  
"DEDICATED TO CUSTOMER SERVICE"  
SelectPhone: (423) 593-3180  
Email: jon.arbuckle1000@gmail.com

**2017 Chevrolet Express 3500**

**• VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**SELECTED OPTIONS**

Code	Description	Class	MSRP	Invoice
<b>POWERTRAIN (Continued)</b>				
<i>Includes tow/haul mode and internal transmission oil cooler.</i>				
GU6	3.42 Rear Axle Ratio	INC	\$0.00	\$0.00
C6Y	GVWR: 9,600 lbs (4,354 kg)	INC	\$0.00	\$0.00
<b>WHEELS &amp; TIRES</b>				
XLP	Tires: Front LT245/75R16E AS BW	INC	\$0.00	\$0.00
YLP	Tires: Rear LT245/75R16E AS BW	INC	\$0.00	\$0.00
ZLP	Tire: Spare LT245/75R16E AS BW <i>Located at rear underbody of vehicle.</i>	STD	\$0.00	\$0.00
QB5	Wheels: 16" x 6.5" Steel (4) <i>(40.6 cm x 16.5 cm). Includes gray center caps and steel spare.</i>	INC	\$0.00	\$0.00
<b>SEATS &amp; SEAT TRIM</b>				
AR7	Front Reclining High-Back Bucket Seats <i>(DAA) Driver &amp; Front Passenger Vinyl Visors : In lieu of standard cloth. Includes outboard head restraints and inboard armrests.</i>	INC	\$0.00	\$0.00
--W	Vinyl Seat Trim	INC	\$0.00	\$0.00
ZX2	Driver & Front Passenger High-Back Bucket Seats <i>Includes head restraint.</i>	STD	\$0.00	\$0.00
<b>OTHER OPTIONS</b>				
ZY1	Solid Paint	STD	\$0.00	\$0.00
U0F	Radio: AM/FM Stereo w/MP3 Player <i>Includes seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers.</i>	INC	\$0.00	\$0.00
DRJ	Inside Rearview Mirror w/Rr Vision Camera Display	OPT	\$0.00	\$0.00
UVC	Rear Vision Camera <i>Display integrated into rearview mirror. Display integrated into navigation screen when (UI8) Chevrolet MyLink radio with navigation is ordered.</i>	OPT	\$200.00	\$182.00
DAA	Driver & Front Passenger Vinyl Visors	INC	\$0.00	\$0.00

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2017 Chevrolet Express 3500

**• VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**SELECTED OPTIONS**

Code	Description	Class	MSRP	Invoice
<b>OTHER OPTIONS (Continued)</b>				
<i>In lieu of standard cloth.</i>				
DE5	Power-Adjustable Black Outside Heated Mirrors Manual-folding.	OPT	\$115.00	\$104.65
<b>FLEET OPTIONS</b>				
	<b>Fleet Customer Powertrain Limited Warranty</b> Fleet designated delivery types come with 5 years/100,000 miles of coverage for the Powertrain Limited Warranty. Coverage includes the engine, transmission/transaxle, transfer case, drive systems and emission control systems. In addition courtesy transportation and roadside assistance is also covered for 5 years/100,000 miles. Included for one of the following delivery type purchases: (014) Fleet Leasing Company, (035) Business/Org Fleet, (036) Non-Federal Government Fleet, (038) Bid Center Support Fleet or (040) Federal Government Fleet.	OPT	\$0.00	\$0.00
R9Y	<b>Fleet Free Maintenance Credit</b> This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil changes, tire rotations and inspections costs for this vehicle. <b>REQUIRES</b> one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. <b>NOT AVAILABLE</b> with FDR order types.	OPT	-\$67.50	-\$61.43
<b>SEO OPTIONS</b>				
9J6	SEO: Tilt Steering Column w/o Cruise Control	OPT	\$148.00	\$134.68
<b>INTERIOR COLORS FOR : PRIMARY W/WORK VAN (CARGO)</b>				
93W	Medium Pewter	OPT	\$0.00	\$0.00
<b>EXTERIOR COLORS FOR : PRIMARY W/WORK VAN (CARGO)</b>				
GAZ	Summit White	OPT	\$0.00	\$0.00
<b>OPTIONS TOTAL</b>			<b>\$395.50</b>	<b>\$359.90</b>

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September 22, 2016

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**2017 Chevrolet Express 3500**

**• VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**PRICING SUMMARY**

Price Component	MSRP	Invoice
Base Price	\$34,065.00	\$31,680.45
Total Options	\$395.50	\$359.90
Vehicle Subtotal	\$34,460.50	\$32,040.35
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$1,195.00	\$1,195.00
<b>TOTAL VEHICLE PRICE</b>	<b>\$35,655.50</b>	<b>\$33,235.35</b>

BID @ \$24,975.00 EACH  
 3 @ \$74,925.00

Customer Signature / Date

Jon Arbuckle 09/22/16  
 Dealer Signature / Date

**Prepared For:**  
HAMILTON COUNTY, TN  
Chattanooga, Tennessee, 37404  
Phone: (423) 209-6350  
Fax: (423) 209-6351

**Prepared By:**  
Administrator  
JON ARBUCKLE  
"DEDICATED TO CUSTOMER SERVICE"  
SelectPhone: (423) 593-3180  
Email: jon.arbuckle1000@gmail.com

2017 Chevrolet Express 3500

• **VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**STANDARD EQUIPMENT**

**Powertrain**

- *Vortec 285hp 4.8L OHV 16 valve V-8 engine with variable valve control, SMPI*
- *Recommended fuel : regular unleaded*
- *Emissions Type: federal*
- *6 speed automatic transmission with overdrive, sequential sport shift, driver mode select*
- *Rear-wheel drive*
- *Fuel Economy City: 11mpg*
- *Fuel Economy Highway: 17mpg*
- *Fuel Tank Capacity: 31.0gal.*

**Suspension/Handling**

- *Front independent short and long arm suspension with anti-roll bar, gas-pressurized shocks*
- *Rear rigid axle leaf suspension with gas-pressurized shocks*
- *Hydraulic power-assist re-circulating ball steering*
- *Front and rear 16" x 6.5" gray steel wheels with argent hub wheel covers*
- *LT245/75SR16.0E BSW AS front and rear tires*

**Body Exterior**

- *3 doors*
- *Split swing-out right rear passenger door*
- *Driver and passenger power remote heated door mirrors*
- *Black door mirrors*
- *Black bumpers*

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**2017 Chevrolet Express 3500**

**• VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**STANDARD EQUIPMENT**

**Body Exterior (Continued)**

- *Clearcoat paint*

**Convenience**

- *Manual air conditioning*
- *Power front windows*
- *Driver 1-touch down*
- *Power door locks*
- *Manual tilt steering wheel*
- *Day-night rearview mirror*
- *1 1st row LCD monitor*
- *Front cupholders*
- *Driver and passenger door bins*

**Seats and Trim**

- *Seating capacity of 2*
- *Front bucket seats*
- *4-way driver seat adjustment*
- *4-way passenger seat adjustment*
- *Driver and passenger armrests*

**Entertainment Features**

- *AM/FM stereo radio*
- *MP3 decoder*

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2017 Chevrolet Express 3500

• **VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**STANDARD EQUIPMENT**

**Entertainment Features (Continued)**

- 2 speakers
- Fixed antenna

**Lighting, Visibility and Instrumentation**

- Halogen sealed beam headlights
- Delay-off headlights
- Fully automatic headlights
- Variable intermittent front windshield wipers
- Light tinted windows
- Tachometer
- Voltmeter
- Low tire pressure warning
- Trip computer
- Trip odometer
- Rear camera

**Safety and Security**

- 4-wheel ABS brakes
- 4-wheel disc brakes
- StabiliTrak electronic stability
- ABS and driveline traction control
- Dual front impact airbag supplemental restraint system with passenger cancel

**Prepared For:**  
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**2017 Chevrolet Express 3500**

**• VEHICLE REPORT**

2017 Chevrolet Express 3500 CG33405 RWD Cargo Van Work Van

**STANDARD EQUIPMENT**

**Safety and Security (Continued)**

- Dual seat mounted side impact airbag supplemental restraint system
- Curtain 1st row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Power door locks
- PASS-Key III immobilizer
- Fixed front head restraints

**Specs and Dimensions**

- Engine displacement: 4.8L
- Engine horsepower: 285hp @ 5,400RPM
- Engine torque: 295 lb.-ft. @ 4,600RPM
- Bore x stroke : 3.78" x 3.27"
- Compression ratio: 9.08:1
- Gear ratios (1st): 4.03
- Gear ratios (2nd): 2.36
- Gear ratios (3rd): 1.53
- Gear ratios (4th): 1.15
- Gear ratios (5th): 0.85
- Gear ratios (6th): 0.67
- Gear ratios (reverse): 3.06
- Curb weight: 5,386lbs.



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-28

A RESOLUTION ACCEPTING THE BIDS OF AVM ENTERPRISES, INC., KELSAN INC., PYRAMID SCHOOL PRODUCTS, ROSE’S DELIGHT, INC., AND THE STOCKROOM SUPPLY, FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR MAINTENANCE SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for maintenance supplies for the Health Department; and,

WHEREAS, the bids from AVM enterprises, Inc., Kelsan, Inc., Pyramid School Products, Rose’s Delight, Inc., and The Stockroom Supply were the lowest and best bids received; and,

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

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

That the bids of AVM enterprises, Inc., Kelsan, Inc., Pyramid School Products, Rose’s Delight, Inc., and The Stockroom Supply for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for maintenance supplies for the Chattanooga/Hamilton County Health Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 7, 2016

### Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Health Department Maintenance Supplies as per attached specifications.

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "Maintenance Supplies",  
Proposal/Bid Number: 0816-024**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in blue ink.

Gail B. Roppo  
Director of Purchasing

**SPECIFICATIONS FOR BID # 0816-024  
HAMILTON COUNTY GOVERNMENT  
MAINTENANCE SUPPLIES – UNIT PRICING**

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month unit pricing contract for items regularly utilized by the Health Services Division, also known as the Chattanooga - Hamilton County Health Department, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout the term of this contract.

*Note: This contract may also be utilized by other departments of Hamilton County Government, however volumes from additional Departments are not incorporated in the 12-month volume estimates included in these specifications.*

Throughout the terms of this contract,

- **annual item volumes/quantities are estimates only** and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the Hamilton County warehouse facility designated at time of order placement and delivered inside for storage and/or distribution by Hamilton County;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract; and
- the purpose of this contract is for inventory re-stocking.

**Quantities:** Specific details regarding estimated annual volumes are included on the attached bid pricing sheet. Please note that the quantity listed for each item is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract. Please note that while volume estimates are generally provided based on individual units, orders will be placed in box or case quantities. In some instances, we have provided volume estimates based on the box/case counts of our recent orders. Provide your box and/or case counts/quantities on the attached pricing form. See the sample item at the top of the form for an example of how to complete the attached Bid Form.

**Samples:** Samples may be required for evaluation on certain products during the bid evaluation process. If required, these samples must be provided in a timely manner and at no charge to the County. Failure to provide a sample may result in rejection of your offer.

**Delivery Requirements:** Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule, however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract. Additionally, repeated violations of this delivery requirement may lead to suspension of your company from participation in future invitations to bid.

**Shipping:** Non-adherence to the instructions relative to the handling of shipping, freight, and mileage charges may result in disqualification of your current bid and repeated occurrences may lead to suspension of your company from participation in future invitations to bid.

**Payment:** Hamilton County expects to place multiple orders throughout the contract period based on the pricing included in the accepted bid package(s). Only the specific amounts ordered, per order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order. Hamilton County general payment terms are net thirty (30) days. Credits for damaged or missing materials must be issued within one (1) week of notice by Hamilton County.

**Award of Bid:** While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award 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.

*Note: Any vendor(s) awarded this business from this bid will be required to sign a contract with Hamilton County Government after approval by the Hamilton County Commission. A copy of our Pro-forma Contract is available upon request. Upon award of the contract, it is the responsibility of the bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.*

**Contract Termination:** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.

**Completion of the attached forms:** Please complete and sign the attached Authorization to Bind form and the Certificate of Compliance form.

**Completion of the Attached Bid Pricing Form:** Submit your bid as specified below on the attached bid list, considering the following

- all prices shall be displayed on both a unit price basis (based on the unit of measure specified - using up to 4 decimal places if necessary) as well as your invoice price based on your standard packaging;
- in the event of calculation errors, unit pricing will govern;
- vendors are expected to bid brands as specified (if applicable) on the attached bid list;
- information must be provided on the brand you propose for each item in the column provided, if brand is not specified;
- information must be provided on your standard item size, box and/or case quantities for each item bid; and
- your stock/item number for each item must be listed.

Note: Bids may be considered non-responsive and disqualified if pricing is not submitted in the proper form and format, at the sole discretion of the County.

**Bid Submission Requirements:** The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope **before 10:30 a.m. (ET) on September 20, 2016** to the Hamilton County Purchasing Director at the address specified below.

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

***DELIVERY ADDRESS FOR ALL PROPOSALS:***

Gail B. Roppo, Director of Purchasing  
**BID # 0816-024 Maintenance Supplies** from *{insert your company name here}*  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**QUESTIONS:**

Questions concerning **product specifications** should be directed to Mr. Shawn Harden at 423.209.8290.

Questions concerning **bid procedures** should be directed to the Purchasing Department, Janie Burley at janieb@hamiltontn.gov or 423-209-6350.

## AUTHORIZATION TO BIND

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

---

Authorized Signature (Officer of the Company)

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Taxpayer Identification Number

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date

### CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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

**BID PRICING FORM**

Vendor Name: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

MAINTENANCE ITEMS	HCG Requirements		Bid Pricing Submission					
	Estimated 12 Month Volume	Specific Brand Required	Individual Unit Price (\$) by unit of measure indicated	Unit of Measure	Associated Invoice Price (\$) per your Standard Packaging	Standard Packaging Specifics [Please note any differences in Unit of Measure listed or packaging from our Item Description]	Brand Quoted [NOTE-No substitution allowed if Brand is specified]	Your Item/Stock Number
<i>Example 1: Rubber Bands, 3" X 1/8" #32, 100 per box, (quantities may vary)</i>	33 boxes	No	\$0.0547	single rubber band	\$8.20	Sold in boxes of 150	ABC Rubber Bands	ABC-1236
<i>Example 2: Standard Paper Clips Size 1 (100 per box)</i>	33 boxes	No	\$2.5000	box of 100	\$2.50	Sold in boxes of 100	XYZ Paper Clips	XYZ - 7654
Windex Commercial Glass Cleaner, Spray Bottles, 32 ounces each, Item #90139	60 bottles	YES		bottle				
Palmolive Dish Detergent Liquid, general purpose, 28 ounce bottles, Item # CPC46303	90 bottles	YES		bottle				
Jaguar Plastics Commercial Can Liners, 40X46, 1.1 mil black, 40-45 gallon, 125/case, Item #H8046SK, Case weight 16.9 lbs.	235 cases	YES		case(100 liners)				
Jaguar Plastics Commercial Can Liners, 24X32, .5 mil black, 12-16 gallon, 500/case, Item #H4832MK, Case weight 12 lbs.	110 cases	YES		case(500 liners)				
Kimberly Clark Scott Brand White Multi-Fold Towels, 9.2 X 9.4", 4000 towels per case, Item #01804	500 cases	YES		case(4000 towels)				
Hand Soap, Liquid Pink for bathroom dispenser - gallon	100 gallons	No		gallon				
Kimberly Clark Kleenex Brand Soft-Blend Facial Tissue ,125 sheets per box, 48 boxes per case, Item#21601	35 cases	YES		case(6000 tissues)				
<b>Delivery and Pricing Requirements - Check the Appropriate Box</b>								
	YES	NO	If No, Provide Optional Delivery Proposal:					
Can you meet the specified requirement that delivery be made within two (2) weeks of placement of each order? <i>If you can not meet this requirement, provide an optional delivery schedule. Note preference will be given to vendors who commit to this schedule.</i>								
Do you certify that by submitting a bid for this project, that if awarded, you will hold your pricing for the specified length of time specified in the bid documents? <i>If you do not agree to this, your bid will be considered non-responsive and will not be considered. Further if higher prices are charged during the term of the contract, you may be disqualified from participating in future bid opportunities and the current contract may be cancelled.</i>								



## HAMILTON COUNTY, TENNESSEE GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

**13. BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

**14. BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

**15. BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

**16. CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

**17. COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

**18. DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

**19. DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

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

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

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

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

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

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **IRAN DIVESTMENT ACT.** By submission of a bid, 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.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
31. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
32. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
33. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the 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.
38. **WARRANTIES:** All warranty information must be furnished.
39. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



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

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**Solicitation - Log**

9/07/2016 7:36 AM Eastern

Solicitation Title: Maintenance Supplies  
 Number: 0816-024  
 Bids Due: 9/20/2016 10:30:00 AM Eastern  
 Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		<a href="#">export</a>		<a href="#">print</a>			
Records Per Page <input type="text" value="1"/>							
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/07/2016 7:35:55AM	Eastern	Janie Burley	<a href="#">0816-024 - Maintenance Supplies</a>	<a href="#">Invitation</a>	Please click on above solicitation number to access bid documents.	294	0

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Please run the attached ad on September 7, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on September 20, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, Chattanooga, TN. 37404.

Specifications and bid delivery instructions are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

10:30 A.M.	Contract unit pricing for Maintenance Supplies
10:45 A.M.	Contract unit pricing for Laboratory Supplies
11:00 A.M.	Contract unit pricing for Infection Control Items
11:15 A.M.	Contract unit pricing for General Office Supplies
11:30 A.M.	Contract unit pricing for Printing and Paper Supplies

Gail B. Roppo  
Director of Purchasing

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Gail B. Roppo  
Director of Purchasing

Vendors:	AVM Enterprises, Inc.	Interline Brands Inc. / SupplyWorks	Jacobs Paper Co.	Kelsan Inc.	Metro Industrial Supplies	Pyramid School Products	Roll-Aid Industrial Supply	Rose's Delight, Inc.	The Stockroom Supply	Unipak Corp.	WasteZero
Windex Commercial Glass Cleaner, Spray Bottles, 32 ounces each, Item #90139	\$4.08	\$4.68	\$4.44	\$4.265	\$4.48	\$4.89	\$3.99	<b>\$0.66</b>	\$4.25	NB	NB
Palmolive Dish Detergent Liquid, general purpose, 28 ounce bottles, Item# CPC46303	<b>\$2.17</b>	\$6.19	\$2.21	\$3.525	\$2.33	\$2.99	\$2.52	\$2.69	\$2.25	NB	NB
Jaguar Plastics Commercial Can Liners, 40X46, 1.1 mil black, 40-45 gallon, 125/case, Item # H8046SK, Case weight 16.9lbs	\$16.60	\$19.57	NB	NB	NB	<b>\$30.98</b>	\$26.45	\$57.66	NB	\$23.95	\$18.50
Jaguar Plastics Commercial Can Liners, 24X32, .5 mil black, 12-16 gallon, 500/case, Item #H4832MK, Case weight 12lbs	\$14.50	\$29.17	NB	NB	NB	<b>\$27.95</b>	\$17.25	\$33.51	NB	\$16.50	\$20.15
Kimberly Clark Scott Brand White Multi-Fold Towels, 9.2 X 9.4", 4000 towels per case, Item #01804	\$43.97	\$25.72	\$23.54	<b>\$21.15</b>	\$48.30	\$46.98	\$46.58	\$61.55	\$21.60	NB	NB
Hand Soap, Liquid Pink for bathroom dispenser - gallon	\$4.56	\$5.90	<b>\$3.61</b>	\$5.365	\$4.56	\$8.98	\$4.17	\$4.64	<b>\$4.03</b>	NB	NB
Kimberly Clark Kleenex Brand Soft-Blend Facial Tissue ,125 sheets per box, 48 boxes per case, Item#21601	\$68.97	\$82.40	\$71.58	<b>\$53.75</b>	\$76.77	\$74.98	\$71.40	\$90.22	\$72.69	NB	NB
<b>Delivery within 2 weeks of placement of order</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Pricing to be held for length of contract</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

<b>Request for Bids:</b>	
Newspaper Ad:	9/7/2016
Vendor Notification:	294
Vendor Response:	11
Budgeted:	Operating

**Low bid meeting specs**  
**Does not meet specs**



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-29

A RESOLUTION ACCEPTING THE BIDS OF ATLANTIC MEDICAL SOLUTIONS, JACOBS PAPER COMPANY, AND PRODUCTS UNLIMITED INC. FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR INFECTION CONTROL SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for infection control supplies for the Health Department; and,

WHEREAS, the bids from Atlantic Medical Solutions, Jacobs Paper Company, and Products Unlimited Inc. were considered to be the lowest and best bids received; and,

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

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

That the bids of Atlantic Medical Solutions, Jacobs Paper Company, and Products Unlimited Inc. for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for infection control supplies for the Chattanooga/Hamilton County Health Department are hereby accepted, said bids being the lowest and best overall bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 7, 2016

### Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Health Department Infection Control Items as per attached specifications.

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "Infection Control Items".  
Proposal/Bid Number: 0816-026**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

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

Gail B. Roppo  
Director of Purchasing

**SPECIFICATIONS FOR BID # 0816-026**  
**HAMILTON COUNTY GOVERNMENT**  
**INFECTION CONTROL SUPPLIES – UNIT PRICING**

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month unit pricing contract for items regularly utilized by the Health Services Division, also known as the Chattanooga - Hamilton County Health Department, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout the term of this contract.

*Note: This contract may also be utilized by other departments of Hamilton County Government, however volumes from additional Departments are not incorporated in the 12-month volume estimates included in these specifications.*

Throughout the terms of this contract,

- **annual item volumes/quantities are estimates only** and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the Hamilton County warehouse facility designated at time of order placement and delivered inside for storage and/or distribution by Hamilton County;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract; and
- the purpose of this contract is for inventory re-stocking.

**Quantities:** Specific details regarding estimated annual volumes are included on the attached bid pricing sheet. Please note that the quantity listed for each item is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract. Please note that while volume estimates are generally provided based on individual units, orders will be placed in box or case quantities. In some instances, we have provided volume estimates based on the box/case counts of our recent orders. Provide your box and/or case counts/quantities on the attached pricing form. See the sample item at the top of the form for an example of how to complete the attached Bid Form.

**Samples:** Samples may be required for evaluation on certain products during the bid evaluation process. If required, these samples must be provided in a timely manner and at no charge to the County. Failure to provide a sample may result in rejection of your offer.

**Delivery Requirements:** Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule, however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract. Additionally, repeated violations of this delivery requirement may lead to suspension of your company from participation in future invitations to bid.

**Shipping:** Non-adherence to the instructions relative to the handling of shipping, freight, and mileage charges may result in disqualification of your current bid and repeated occurrences may lead to suspension of your company from participation in future invitations to bid.

**Payment:** Hamilton County expects to place multiple orders throughout the contract period based on the pricing included in the accepted bid package (s). Only the specific amounts ordered, per order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order. Hamilton County general payment terms are net thirty (30) days. Credits for damaged or missing materials must be issued within one (1) week of notice by Hamilton County.

**Award of Bid:** While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award 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.

*Note: Any vendor(s) awarded this business from this bid will be required to sign a contract with Hamilton County Government after approval by the Hamilton County Commission. A copy of our Pro-forma Contract is available upon request. Upon award of the contract, it is the responsibility of the bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.*

**Contract Termination:** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.

**Completion of the attached forms:** Please complete and sign the attached Authorization to Bind form, and the Certificate of Compliance form.

**Completion of the Attached Bid Pricing Form:** Submit your bid as specified below on the attached bid list, considering the following

- all prices shall be displayed on both a unit price basis (based on the unit of measure specified - using up to 4 decimal places if necessary) as well as your invoice price based on your standard packaging;
- in the event of calculation errors, unit pricing will govern;
- vendors are expected to bid brands as specified (if applicable) on the attached bid list;
- information must be provided on the brand you propose for each item in the column provided, if brand is not specified;
- information must be provided on your standard item size, box and/or case quantities for each item bid; and
- your stock/item number for each item must be listed.

Note: Bids may be considered non-responsive and disqualified if pricing is not submitted in the proper form and format, at the sole discretion of the County.

**Bid Submission Requirements:** The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope **before 11:00 a.m. (ET) on September 20, 2016** to the Hamilton County Purchasing Director at the address specified below.

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

***DELIVERY ADDRESS FOR ALL PROPOSALS:***

Gail B. Roppo, Director of Purchasing  
**BID # 0816-026 Infection Control Items** from *{insert your company name here}*  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**QUESTIONS:**

Questions concerning **product specifications** should be direct to Mr. Shawn Harden at 423.209.8290.

Questions concerning **bid procedures** should be directed to the Purchasing Department, Janie Burley at janieb@hamiltontn.gov, or at 423.209.6350.

## AUTHORIZATION TO BIND

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

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

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

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

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

\_\_\_\_\_  
Taxpayer Identification Number

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

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

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

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

\_\_\_\_\_  
Date

## CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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

**BID PRICING FORM**

Vendor Name: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

INFECTION CONTROL ITEMS	HCG Requirements		Bid Pricing Submission					
	Item Description	Estimated 12 Month Volume	Specific Brand Required	Individual Unit Price (\$) by unit of measure indicated	Unit of Measure	Associated Invoice Price (\$) per your Standard Packaging	Standard Packaging Specifics [Please note any differences in Unit of Measure listed or packaging from our Item Description]	Brand Quoted [NOTE-No substitution allowed if Brand is specified]
<i>Example 1: Rubber Bands, 3" X 1/8" #32, 100 per box, (quantities may vary)</i>	33 boxes	No	\$0.0547	single rubber band	\$8.20	Sold in boxes of 150	ABC Rubbber Bands	ABC-1236
<i>Example 2: Standard Paper Clips Size 1 (100 per box)</i>	33 boxes	No	\$2.5000	box of 100	\$2.50	Sold in boxes of 100	XYZ Paper Clips	XYZ - 7654
Hand Sanitizer, Wall Cartridge Refill, 6/case, Kimcare Brand, Item # Kim 91562	140 cartridges	YES		cartridge				
Hand Sanitizer, Pump 8 oz, 12/case, Gojo Purell Brand, Item # 9652-12	350 each	YES		8 oz. pump				
Disinfectant Bleach Spray, Clorox Brand, 32 oz. w/trigger spray 6/case UPC 29969 68970	240 bottles	YES		32 oz. bottle				
PDI Super Sani-Cloth Germicidal Disposable Wipe, Purple Top, 160 wipes/box, 12 cannisters/case Q55172	440 cannisters	YES		cannisterof 160 wipes				
Gloves, Ansell Brand, Nitrile, Medium, Item #6034302, 200/box, 10 boxes/case	450 boxes	YES		box(200 gloves)				
Gloves, Ansell Brand, Nitrile, Small, Item #6034301, 200/box, 10 boxes/case	300 boxes	YES		box(200 gloves)				
Gloves, Ansell Brand, Nitrile, Large, Item #6034303 200/box, 10 boxes/case	100 boxes	YES		box(200 gloves)				
Gloves, Ansell Brand, Nitrile, X-Large, Item #6034304 200/box, 10 boxes/case	70 boxes	YES		box(200 gloves)				
Gloves, Cardinal Health, Esteem Stretchy Synthetic Vinyl, Medium, Item #8882B, 150/box, 10 boxes/case	150 boxes	YES		box(150 gloves)				
Gloves, Cardinal Health, Esteem Stretchy Synthetic Vinyl, Small, Item #8881B, 150/box, 10 boxes/case	60 boxes	YES		box(150 gloves)				
<b>Delivery and Pricing Requirements - Check the Appropriate Box</b>	YES	NO						
Can you meet the specified requirement that delivery be made within two (2) weeks of placement of each order? <i>If you can not meet this requirement, provide an optional delivery schedule. Note preference will be given to vendors who commit to this schedule.</i>			<b>If No, Provide Optional Delivery Proposal:</b>					
Do you certify that by submitting a bid for this project, that if awarded, you will hold your pricing for the specified length of time specified in the bid documents? <i>If you do not agree to this, your bid will be considered non-responsive and will not be considered. Further if higher prices are charged during the term of the contract, you may be disqualified from participating in future bid opportunities and the current contract may be cancelled.</i>								



## HAMILTON COUNTY, TENNESSEE GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.
12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.

**13. BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

**14. BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

**15. BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

**16. CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

**17. COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

**18. DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

**19. DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

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

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

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

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

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

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **IRAN DIVESTMENT ACT.** By submission of a bid, 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.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
31. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
32. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
33. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the 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.
38. **WARRANTIES:** All warranty information must be furnished.
39. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



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

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**Solicitation - Log**

9/07/2016 7:45 AM Eastern

Solicitation Title: Infection Control Items  
 Number: 0816-026  
 Bids Due: 9/20/2016 11:00:00 AM Eastern  
 Status: Open

Visible to Vendors: Currently Hidden | [Show](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/07/2016 7:45:47AM	Eastern	Janie Burley	<a href="#">0816-026 - Infection Control Items</a>	<a href="#">Invitation</a>	Please click on above solicitation number to access bid documents.	475	1

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Please run the attached ad on September 7, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on September 20, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, Chattanooga, TN. 37404.

Specifications and bid delivery instructions are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

10:30 A.M.	Contract unit pricing for Maintenance Supplies
10:45 A.M.	Contract unit pricing for Laboratory Supplies
11:00 A.M.	Contract unit pricing for Infection Control Items
11:15 A.M.	Contract unit pricing for General Office Supplies
11:30 A.M.	Contract unit pricing for Printing and Paper Supplies

Gail B. Roppo  
Director of Purchasing

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Gail B. Roppo  
Director of Purchasing

Vendors:	Atlantic Medical Solutions	Axpm dba eMed Healthcare	Bob Barker Company	Buy Indian Medical	Concordance Healthcare Solutions	Henry Schein	Interline Brands Inc./SupplyWorks	Jacobs Paper Co.	Metro Industrial Supplies	Products Unlimited Inc.	Roll-Aid Industrial (HC)	The Stockroom Supply
Hand Sanitizer, Wall Cartridge Refill, 6/case, Kimcare Brand, Item # Kim 91562	\$8.15	\$11.98	NB	\$15.70	\$9.93	\$8.49	\$16.09	\$11.09	NB	\$8.08	\$11.45	\$10.92
Hand Sanitizer, Pump 8 oz, 12/case, Gojo Purell Brand, Item # 9652-12	\$2.41	\$3.60	\$3.74	\$4.55	\$3.07	\$2.45	\$3.78	\$4.14	\$3.46	\$2.61	\$3.60	\$3.32
Disinfectant Bleach Spray, Clorox Brand, 32 oz. w/trigger spray 6/case UPC 29969 68970	\$11.19	\$13.10	NB	\$13.70	\$12.10	NB	\$5.06	\$9.98	\$10.53	\$11.67	\$5.30	\$10.08
PDI Super Sani-Cloth Plus Germicidal Disposable wipe, Purple Top, 160 wipes/box, 12 cannisters/case #Q55172	\$5.77	\$6.10	NB	\$6.65	\$6.51	\$5.35	\$13.02	\$3.44	NB	\$5.00	\$6.65	\$5.59
Gloves, Ansell Brand, Nitrile, Medium, Item #6034302, 200/box, 10 boxes/case	\$11.58	\$12.25	NB	\$13.60	\$11.01	\$11.67	\$6.35	NB	\$12.63	\$9.99	\$13.05	NB
Gloves, Ansell Brand, Nitrile, Small, Item #6034301, 200/box, 10 boxes/case	\$11.58	\$12.25	NB	\$13.60	\$11.01	\$11.67	\$6.35	NB	\$12.63	\$9.99	\$13.05	NB
Gloves, Ansell Brand, Nitrile, Large, Item #6034303 200/box, 10 boxes/case	\$11.58	\$12.25	NB	\$13.60	\$11.01	\$11.67	\$6.35	NB	\$12.63	\$9.99	\$13.05	NB
Gloves, Ansell Brand, Nitrile, X-Large, Item #6034304 200/box, 10 boxes/case	\$11.58	\$12.25	NB	\$13.60	\$11.01	\$11.67	\$6.35	NB	\$12.63	\$9.99	\$13.05	NB
Gloves, Cardinal Health, Esteem Stretchy Synthetic Vinyl, Medium, Item #8882B, 150/box, 10 boxes/case	\$5.52	\$5.25	NB	\$12.15	\$112.86 (10 cases, \$11.29 per box)	\$2.71	\$3.34	NB	NB	\$5.31	NB	NB

Gloves, Cardinal Health, Esteem Stretchy Synthetic Vinyl, Small, Item #8881B, 150/box, 10 boxes/case	\$5.52	\$5.25	NB	\$12.15	\$112.86 (10 cases, \$11.29 per box)	\$2.71	\$3.99	NB	NB	\$5.31	NB	NB
<b>Delivery within 2 weeks of placement of order</b>	Yes	Yes	Yes	Yes	Yes	2-6 weeks if not in stock	Yes	Yes	Yes	Yes	Yes	Yes
<b>Pricing to be held for length of contract</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

<b>Request For Bids:</b>	
Newspaper Ad:	9/7/2016
Vendor Notification:	475
Vendor Response:	12
Budgeted:	Operating

**Low bid - met specs**  
**Did not meet specs**  
**Misquote from Vendor**



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-30

A RESOLUTION ACCEPTING THE BIDS OF ATLANTIC MEDICAL SOLUTIONS, CONCORDANCE HEALTHCARE SOLUTIONS, MASIMO AMERICAS, INC., AND PRODUCTS UNLIMITED INC. FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR LABORATORY SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for laboratory supplies for the Health Department; and,

WHEREAS, the bids from Atlantic Medical Solutions, Concordance Healthcare Solutions, Masimo Americas, Inc., and Products Unlimited Inc. were considered to be the lowest and best overall bids received; and,

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

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

That the bids of Atlantic Medical Solutions, Concordance Healthcare Solutions, Masimo Americas, Inc., and Products Unlimited Inc. for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for laboratory supplies for the Chattanooga/Hamilton County Health Department are hereby accepted, said bids being the lowest and best overall bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 7, 2016

### Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Health Department Laboratory Supplies as per attached specifications.

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

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

By: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
(Print or Type Name) Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "Laboratory Supplies".  
Proposal/Bid Number: 0816-025**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

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

Gail B. Roppo  
Director of Purchasing

**SPECIFICATIONS FOR BID # 0816-025**  
**HAMILTON COUNTY GOVERNMENT**  
**LABORATORY SUPPLIES – UNIT PRICING**

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month unit pricing contract for items regularly utilized by the Health Services Division, also known as the Chattanooga - Hamilton County Health Department, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout the term of this contract.

*Note: This contract may also be utilized by other departments of Hamilton County Government, however volumes from additional Departments are not incorporated in the 12-month volume estimates included in these specifications.*

Throughout the terms of this contract,

- **annual item volumes/quantities are estimates only** and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the Hamilton County warehouse facility designated at time of order placement and delivered inside for storage and/or distribution by Hamilton County;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract; and
- the purpose of this contract is for inventory re-stocking.

**Quantities:** Specific details regarding estimated annual volumes are included on the attached bid pricing sheet. Please note that the quantity listed for each item is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract. Please note that while volume estimates are generally provided based on individual units, orders will be placed in box or case quantities. In some instances, we have provided volume estimates based on the box/case counts of our recent orders. Provide your box and/or case counts/quantities on the attached pricing form. See the sample item at the top of the form for an example of how to complete the attached Bid Form.

**Samples:** Samples may be required for evaluation on certain products during the bid evaluation process. If required, these samples must be provided in a timely manner and at no charge to the County. Failure to provide a sample may result in rejection of your offer.

**Delivery Requirements:** Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule, however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract. Additionally, repeated violations of this delivery requirement may lead to suspension of your company from participation in future invitations to bid.

**Shipping:** Non-adherence to the instructions relative to the handling of shipping, freight, and mileage charges may result in disqualification of your current bid and repeated occurrences may lead to suspension of your company from participation in future invitations to bid.

**Payment:** Hamilton County expects to place multiple orders throughout the contract period based on the pricing included in the accepted bid package (s). Only the specific amounts ordered, per order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order. Hamilton County general payment terms are net thirty (30) days. Credits for damaged or missing materials must be issued within one (1) week of notice by Hamilton County.

**Award of Bid:** While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award 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.

*Note: Any vendor(s) awarded this business from this bid will be required to sign a contract with Hamilton County Government after approval by the Hamilton County Commission. A copy of our Pro-forma Contract is available upon request. Upon award of the contract, it is the responsibility of the bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.*

**Contract Termination:** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.

**Completion of the attached forms:** Please complete and sign the attached Authorization to Bind form, and the Certificate of Compliance form.

**Completion of the Attached Bid Pricing Form:** Submit your bid as specified below on the attached bid list, considering the following

- all prices shall be displayed on both a unit price basis (based on the unit of measure specified - using up to 4 decimal places if necessary) as well as your invoice price based on your standard packaging;
- in the event of calculation errors, unit pricing will govern;
- vendors are expected to bid brands as specified (if applicable) on the attached bid list;
- information must be provided on the brand you propose for each item in the column provided, if brand is not specified;
- information must be provided on your standard item size, box and/or case quantities for each item bid; and
- your stock/item number for each item must be listed.

Note: Bids may be considered non-responsive and disqualified if pricing is not submitted in the proper form and format, at the sole discretion of the County.

**Bid Submission Requirements:** The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope **before 10:454 a.m. (ET) on September 20, 2016** to the Hamilton County Purchasing Director at the address specified below.

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

***DELIVERY ADDRESS FOR ALL PROPOSALS:***

Gail B. Roppo, Director of Purchasing  
**BID # 0816-025 Laboratory Supplies** from *{insert your company name here}*  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**QUESTIONS:**

Questions concerning **product specifications** should be direct to Mr. Shawn Harden at 423.209.8290.

Questions concerning **bid procedures** should be directed to the Purchasing Department, Janie Burley at janieb@hamiltontn.gov, or at 423.209.6350.

## AUTHORIZATION TO BIND

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

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

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

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

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

\_\_\_\_\_  
Taxpayer Identification Number

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

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

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

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

\_\_\_\_\_  
Date

## CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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

LAB ITEMS  Item Description	HCG Requirements		Bid Pricing Submission					
	Estimated 12 Month Volume	Specific Brand Required	Individual Unit Price (\$) by unit of measure indicated	Unit of Measure	Associated Invoice Price (\$) per your Standard Packaging	Standard Packaging Specifics [Please note any differences in Unit of Measure listed or packaging from our Item Description]	Brand Quoted [NOTE-No substitution allowed if Brand is specified]	Your Item/Stock Number
<i>Example 1: Rubber Bands, 3" X 1/8" #32, 100 per box, (quantities may vary)</i>	33 boxes	No	\$0.0547	single rubber band	\$8.20	Sold in boxes of 150	ABC Rubber Bands	ABC-1236
<i>Example 2: Standard Paper Clips Size 1 (100 per box)</i>	33 boxes	No	\$2.5000	box of 100	\$2.50	Sold in boxes of 100	XYZ Paper Clips	XYZ - 7654
Terumo Capiject Safety Lancets,, #200102, Green, 200 lancets/box, 10 boxes/cs	150 boxes	YES		box(200 lancets)				
Multistix, 10SG, Siemens, #2161, 100 reagent strips/box, 24 boxes/cs	50 boxes	YES		box(100 strips)				
Masimo Rainbow Adult Reusable Sensor, 200 spot checks/box, DCI SC 200	20 boxes	YES		box(200 spot checks)				
Masimo Rainbow Pediatric Reusable Sensor, 400 spot checks/box, DCIP SC 400	20 boxes	YES		box(400 spot checks)				
Blood Glucose Test Strips, Truetrack True Accuracy, 50 strips/box, A3H01-87	600 boxes	YES		box(50 strips)				
Blood Glucose Monitoring Meter, Truetrack True Accuracy, A4H01-87	60 each	YES		each(1 per box)				
HQ Chex, Streck, ref #232756, 2 sets/pack, (will need specific lot numbers)	40 each	YES		each(2 sets)				
Uristix, Urine Test, Siemens brand, product #2184, 100 strips/box, 12 boxes/case	40 boxes	YES		box(100 strips)				
<b>Delivery and Pricing Requirements - Check the Appropriate Box</b>	YES	NO						
Can you meet the specified requirement that delivery be made within two (2) weeks of placement of each order? <i>If you can not meet this requirement, provide an optional delivery schedule. Note preference will be given to vendors who commit to this schedule.</i>			If No, Provide Optional Delivery Proposal:					
Do you certify that by submitting a bid for this project, that if awarded, you will hold your pricing for the specified length of time specified in the bid documents? <i>If you do not agree to this, your bid will be considered non-responsive and will not be considered. Further if higher prices are charged during the term of the contract, you may be disqualified from participating in future bid opportunities and the current contract may be cancelled.</i>								



## HAMILTON COUNTY, TENNESSEE GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

**13. BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

**14. BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

**15. BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

**16. CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

**17. COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

**18. DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

**19. DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

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

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

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

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

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

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **IRAN DIVESTMENT ACT.** By submission of a bid, 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.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
31. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
32. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
33. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the 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.
38. **WARRANTIES:** All warranty information must be furnished.
39. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



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

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**Solicitation - Log**

9/07/2016 7:42 AM Eastern

Solicitation Title: Laboratory Supplies  
 Number: 0816-025  
 Bids Due: 9/20/2016 10:45:00 AM Eastern  
 Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="1"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/07/2016 7:42:35AM	Eastern	Janie Burley	<a href="#">0816-025 - Laboratory Supplies</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	169	0

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Please run the attached ad on September 7, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on September 20, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, Chattanooga, TN. 37404.

Specifications and bid delivery instructions are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

10:30 A.M.	Contract unit pricing for Maintenance Supplies
10:45 A.M.	Contract unit pricing for Laboratory Supplies
11:00 A.M.	Contract unit pricing for Infection Control Items
11:15 A.M.	Contract unit pricing for General Office Supplies
11:30 A.M.	Contract unit pricing for Printing and Paper Supplies

Gail B. Roppo  
Director of Purchasing

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11:30 A.M.	Contract unit pricing for Printing and Paper Supplies

Gail B. Roppo  
Director of Purchasing

<b>Vendors:</b>	Atlantic Medical Solutions	AXPM dba eMed Healthcare	Buy Indian Medical	Concordance Healthcare Solutions	Henry Schein	Masimo Americas, Inc.	Products Unlimited Inc.	S & W Healthcare Corp.
<b>Item Description:</b>								
Terumo Capiject Safety Lancets, #200102, Green, 200 lancets/box, 10 boxes/cs	\$ 28.43	\$ 10.95	\$ 35.05	\$ 36.85	\$ 29.64	NB	\$ 30.23	\$ 42.35
Multistix, 10SG, Siemens, #2161, 100 reagent strips/box, 24 boxes/cs	\$ 41.66	\$ 45.00	\$ 41.70	\$ 41.72	\$ 42.76	NB	\$ 44.35	\$ 54.81
Masimo Rainbow Adult Reusable Sensor, 200 spot checks/box, DCI SC 200	\$ 409.67	NB	\$ 609.20	\$ 481.40	NB	\$ 250.00	\$ 432.11	\$ 580.13
Masimo Rainbow Pediatric Reusable Sensor, 400 spot checks/box, DCIP SC 400	\$ 761.31	NB	\$ 973.40	\$ 825.25	NB	\$ 500.00	\$ 740.75	\$ 994.50
Blood Glucose Test Strips, Truetrack True Accuracy, 50 strips/box, A3H01-87	\$ 16.10	\$ 11.00	\$ 12.65	\$ 19.29	\$ 14.53	NB	\$ 16.97	\$ 22.80
Blood Glucose Monitoring Meter, Truetrack True Accuracy, A4H01-87	\$ 0.02	Free	\$ 4.10	\$ 0.035	\$ 14.99	NB	\$ 17.16	\$ 23.94
HQ Chex, Streck, ref #232756, 2 sets/pack, (will need specific lot numbers)	\$ 77.25	NB	\$ 91.70	\$ 109.30	\$ 81.08	NB	\$ 73.80	\$ 103.32
Uristix, Urine Test, Siemens brand, product #2184, 100 strips/box, 12 boxes/case	\$ 24.04	\$ 23.75	\$ 29.55	\$ 21.98	\$ 22.08	NB	\$ 23.44	\$ 29.28
<b>Delivery within 2 weeks of placement of order</b>	Yes	Yes	Yes	Yes	Note: 2-6 weeks non-stock	Yes	Yes	
<b>Pricing to be held for length of contract</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

<b>Request for Bids:</b>	
Newspaper Ad:	9/7/2016
Vendor Notification:	169
Vendor Response:	8
Budgeted:	Operating

Low bid - met specs  
 Did not meet specs



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-31

A RESOLUTION ACCEPTING THE BIDS OF METRO INDUSTRIAL SERVICES, QUILL CORPORATION, SCHOOL SPECIALTY, INC., AND THE OFFICE PAL FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR GENERAL OFFICE SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for general office supplies for the Health Department; and,

WHEREAS, the bids from Metro Industrial Services, Quill Corporation, School Specialty Inc., and The Office Pal were the lowest and best bids received; and,

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

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

That the bids of Metro Industrial Services, Quill Corporation, School Specialty Inc., and The Office Pal for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for general office supplies for the Chattanooga/Hamilton County Health Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 7, 2016

### Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Health Department General Office Supplies as per attached specifications.

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "General Office Supplies".  
Proposal/Bid Number: 0816-027**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

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

Gail B. Roppo  
Director of Purchasing

**SPECIFICATIONS FOR BID # 0816-027**  
**HAMILTON COUNTY GOVERNMENT**  
**GENERAL OFFICE SUPPLIES – UNIT PRICING**

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month unit pricing contract for items regularly utilized by the Health Services Division, also known as the Chattanooga - Hamilton County Health Department, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout the term of this contract.

*Note: This contract may also be utilized by other departments of Hamilton County Government, however volumes from additional Departments are not incorporated in the 12-month volume estimates included in these specifications.*

Throughout the terms of this contract,

- **annual item volumes/quantities are estimates only** and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the Hamilton County warehouse facility designated at time of order placement and delivered inside for storage and/or distribution by Hamilton County;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract; and
- the purpose of this contract is for inventory re-stocking.

**Quantities:** Specific details regarding estimated annual volumes are included on the attached bid pricing sheet. Please note that the quantity listed for each item is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract. Please note that while volume estimates are generally provided based on individual units, orders will be placed in box or case quantities. In some instances, we have provided volume estimates based on the box/case counts of our recent orders. Provide your box and/or case counts/quantities on the attached pricing form. See the sample item at the top of the form for an example of how to complete the attached Bid Form.

**Samples:** Samples may be required for evaluation on certain products during the bid evaluation process. If required, these samples must be provided in a timely manner and at no charge to the County. Failure to provide a sample may result in rejection of your offer.

**Delivery Requirements:** Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule, however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract. Additionally, repeated violations of this delivery requirement may lead to suspension of your company from participation in future invitations to bid.

**Shipping:** Non-adherence to the instructions relative to the handling of shipping, freight, and mileage charges may result in disqualification of your current bid and repeated occurrences may lead to suspension of your company from participation in future invitations to bid.

**Payment:** Hamilton County expects to place multiple orders throughout the contract period based on the pricing included in the accepted bid package (s). Only the specific amounts ordered, per order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order. Hamilton County general payment terms are net thirty (30) days. Credits for damaged or missing materials must be issued within one (1) week of notice by Hamilton County.

**Award of Bid:** While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award 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.

*Note: Any vendor(s) awarded this business from this bid will be required to sign a contract with Hamilton County Government after approval by the Hamilton County Commission. A copy of our Pro-forma Contract is available upon request. Upon award of the contract, it is the responsibility of the bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.*

**Contract Termination:** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.

**Completion of the attached forms:** Please complete and sign the attached Authorization to Bind form, and the Certificate of Compliance form.

**Completion of the Attached Bid Pricing Form:** Submit your bid as specified below on the attached bid list, considering the following

- all prices shall be displayed on both a unit price basis (based on the unit of measure specified - using up to 4 decimal places if necessary) as well as your invoice price based on your standard packaging;
- in the event of calculation errors, unit pricing will govern;
- vendors are expected to bid brands as specified (if applicable) on the attached bid list;
- information must be provided on the brand you propose for each item in the column provided, if brand is not specified;
- information must be provided on your standard item size, box and/or case quantities for each item bid; and
- your stock/item number for each item must be listed.

Note: Bids may be considered non-responsive and disqualified if pricing is not submitted in the proper form and format, at the sole discretion of the County.

**Bid Submission Requirements:** The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope **before 11:15 a.m. (ET) on September 20, 2016** to the Hamilton County Purchasing Director at the address specified below.

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

***DELIVERY ADDRESS FOR ALL PROPOSALS:***

Gail B. Roppo, Director of Purchasing  
**BID # 0816-027 General Office Supplies** from *{insert your company name here}*  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**QUESTIONS:**

Questions concerning **product specifications** should be direct to Mr. Shawn Harden at 423.209.8290.

Questions concerning **bid procedures** should be directed to the Purchasing Department, Janie Burley at janieb@hamiltontn.gov, or at 423.209.6350.

## AUTHORIZATION TO BIND

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

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

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

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

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

\_\_\_\_\_  
Taxpayer Identification Number

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

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

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

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

\_\_\_\_\_  
Date

## CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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

**BID PRICING FORM**

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

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

GENERAL OFFICE ITEMS	HCG Requirements		Bid Pricing Submission					
	Item Description	Estimated 12 Month Volume	Specific Brand Required	Individual Unit Price (\$) by unit of measure indicated	Unit of Measure	Associated Invoice Price (\$) per your Standard Packaging	Standard Packaging Specifics [Please note any differences in Unit of Measure listed or packaging from our Item Description]	Brand Quoted [NOTE-No substitution allowed if Brand is specified]
<i>Example 1: Rubber Bands, 3" X 1/8" #32, 100 per box, (quantities may vary)</i>	33 boxes	No	\$0.0547	single rubber band	\$8.20	Sold in boxes of 150	ABC Rubber Bands	ABC-1236
<i>Example 2: Standard Paper Clips Size 1 (100 per box)</i>	33 boxes	No	\$2.5000	box of 100	\$2.50	Sold in boxes of 100	XYZ Paper Clips	XYZ - 7654
Jumbo or Giant Paper Clips (100 per box)	140 boxes	No		box of 100				
Dixie Perfectouch Insulated Cups 10 oz. Item #DXE5310DX (500 per case)	25 cases	YES		case of 500 cups				
6 1/2" X 9 1/2" 28 lb. Kraft envelopes w/clasp (100 per box)	15 boxes	No		box of 100				
10" X 13" 28 lb. Kraft envelopes w/ self sealing strip (100 per box)	40 boxes	No		box of 100				
1/3 cut tab folders, 3 position, letter size, manilla (100 per box)	20 boxes	No		box of 100				
Liquid Paper Dryline Grip Correction Tape Item #660415	110 each	YES		each				
1/5 cut tab letter size standard green hanging folders (box of 25)	15 boxes	No		box of 25				
Avery 1" x 2 5/8" easy peel address labels (750 labels per pack) Item #8160	100 packs	YES		pack of 750 labels				
5" X 8" Legal Ruled Canary Pad (12 pads per pack)	15 packs	No		pack of 12 pads				
8 1/2" X 11 1/2 or 3/4" Legal Ruled Letter Size Canary Pad (12 pads per pack)	25 packs	No		pack of 12 pads				
6" X 9" Gregg ruled Steno Pad (12 pads per pack)	10 packs	No		pack of 12 pads				
Sharpie Extra Fine Permanent Marker (12 per box) Item #35001	10 boxes	YES		box of 12 markers				
Sharpie Chisel Tipped Permanent Black Marker (12 per box) Item #38201	10 boxes	YES		box of 12 markers				
Sharpie Chisel Tipped Yellow Hi-Liter (12 per box) Item #25025	20 boxes	YES		box of 12 hi-liters				
Sharpie Sharpie Accent Liquid Pen-Style Yellow Hi-Liter (12 per box) Item #1754463	30 boxes	YES		box of 12 hi-liters				
Pentel RSVP Fine Point Black Pen (12 per box) Item #BK90PCA	150 boxes	YES		box of 12 pens				
Pentel RSVP Medium Point Black Pen (12 per box) Item #BK91PC12A	150 boxes	YES		box of 12 pens				
Pentel RSVP Fine Point Red Pen (12 per box) Item #BK-90B	20 boxes	YES		box of 12 pens				
MMF Industries Antimicrobial protected secure-a-pen #28904	210 each	YES		each				
Self Stick Canary Post It Notes, 1 3/8" X 1 7/8" (1200 notes per pack)	30 packs	No		pack of 1200 notes				
Self Stick Canary Post it Notes 3" X 3" (1200 notes per pack)	30 packs	No		pack of 1200 notes				
Self Stick Canary Post It Notes 3" x 5" (1200 notes per pack)	50 packs	No		pack of 1200 notes				
Staples, Chisel Point Standard (Box of 5000)	60 boxes	No		box of 5000 staples				
Large Metal Binder Clips, 2" Size w/ 1" Capacity (12 per box)	15 boxes	No		box of 12 clips				

GENERAL OFFICE ITEMS	HCG Requirements		Bid Pricing Submission						
Item Description	Estimated 12 Month Volume	Specific Brand Required	Individual Unit Price (\$) by unit of measure indicated	Unit of Measure	Associated Invoice Price (\$) per your Standard Packaging	Standard Packaging Specifics [Please note any differences in Unit of Measure listed or packaging from our Item Description]	Brand Quoted [NOTE-No substitution allowed if Brand is specified]	Your Item/Stock Number	
Small Metal Binder Clips, 3/4" Size w/ 3/8" Capacity	55 boxes	No		box of 12 clips					
3M Scotch Magic Tape 3/4" X 1296" (36 yd) Catalog #810	415 boxes	YES		box of 1 roll					
3M Scotch Removeable Tape 3/4" X 1296" (36 yd) Catalog #811	20 boxes	YES		box of 1 roll					
3M Scotch Commercial Grade Shipping Tape 1.88 in X 54.6 yards (6/pk) Catalog #3750-6	15 packs	YES		pack of 6 rolls					
Fellows Basic Duty Storage Boxes (12/case) Item #00703	20 cases	YES		case of 12 boxes					
Hewlett Packard HP45 Black Ink Cartridge (1 cartridge per box) Item #51645A	110 boxes	YES		box/1 cartridge					
Hewlett Packard HP15 Black Ink Cartridge (1 cartridge per box) Item #C6615DN	20 boxes	YES		box/1 cartridge					
Hewlett Packard HP17 Tri-Colored Ink Cartridge (1 cartridge per box) Item #C6625A	20 boxes	YES		box/1 cartridge					
Hewlett Packard HP78 Tri-Colored Ink Cartridge (1 cartridge per box) Item #C6578DN	120 boxes	YES		box/1 cartridge					
Hewlett Packard HP96 Black Ink Cartridge (1 cartridge per box) Item #8767WN	25 boxes	YES		box/1 cartridge					
Hewlett Packard HP97 Tri-Colored Ink Cartridge (1 cartridge per box) Item #9363WN	25 boxes	YES		box/1 cartridge					
Hewlett Packard HP950XL Black Ink Cartridge (1 cartridge per box) Item #CN045AN	225 boxes	YES		box/1 cartridge					
Hewlett Packard HP951XL Cyan Ink Cartridge (1 cartridge per box) Item #CN046AN	150 boxes	YES		box/1 cartridge					
Hewlett Packard HP951XL Yellow Ink Cartridge (1 cartridge per box) Item #CN048AN	150 boxes	YES		box/1 cartridge					
Hewlett Packard HP951XL Magenta Ink Cartridge (1 cartridge per box) Item #CN047AN	150 boxes	YES		box/1 cartridge					
<b>Delivery and Pricing Requirements - Check the Appropriate Box</b>	YES	NO							
Can you meet the specified requirement that delivery be made within two (2) weeks of placement of each order? <i>If you can not meet this requirement, provide an optional delivery schedule. Note preference will be given to vendors who commit to this schedule.</i>				If No, Provide Optional Delivery Proposal:					
Do you certify that by submitting a bid for this project, that if awarded, you will hold your pricing for the specified length of time specified in the bid documents? <i>If you do not agree to this, your bid will be considered non-responsive and will not be considered. Further if higher prices are charged during the term of the contract, you may be disqualified from participating in future bid opportunities and the current contract may be cancelled.</i>									



## HAMILTON COUNTY, TENNESSEE GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

**13. BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

**14. BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

**15. BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

**16. CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

**17. COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

**18. DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

**19. DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

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

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

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

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

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

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **IRAN DIVESTMENT ACT.** By submission of a bid, 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.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
31. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
32. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
33. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the 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.
38. **WARRANTIES:** All warranty information must be furnished.
39. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



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**Solicitation - Log**

9/07/2016 7:48 AM Eastern

Solicitation Title: General Office Supplies  
 Number: 0816-027  
 Bids Due: 9/20/2016 11:15:00 AM Eastern  
 Status: Open

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

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<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="1"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/07/2016 7:48:06AM	Eastern	Janie Burley	<a href="#">0816-027 - General Office Supplies</a>	<a href="#">Invitation</a>	Please click on above solicitation number to access bid documents.	215	0

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Please run the attached ad on September 7, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on September 20, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, Chattanooga, TN. 37404.

Specifications and bid delivery instructions are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

10:30 A.M.	Contract unit pricing for Maintenance Supplies
10:45 A.M.	Contract unit pricing for Laboratory Supplies
11:00 A.M.	Contract unit pricing for Infection Control Items
11:15 A.M.	Contract unit pricing for General Office Supplies
11:30 A.M.	Contract unit pricing for Printing and Paper Supplies

Gail B. Roppo  
Director of Purchasing

### LEGAL NOTICE

Bids for the following items will be opened on September 20, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, Chattanooga, TN. 37404.

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11:15 A.M.	Contract unit pricing for General Office Supplies
11:30 A.M.	Contract unit pricing for Printing and Paper Supplies

Gail B. Roppo  
Director of Purchasing

Vendors:	ABC Laser USA	Jacobs Paper Co. (HC)	Metro Industrial Services	Quill Corporation	Roll-Aid Industrial (HC)	School Specialty Inc.	The Office Pal
<b>Item Description:</b>							
Jumbo or Giant Paper Clips (100 per box)	\$0.60	\$0.736	\$5.39 for 10 boxes (0.539 per box)	\$0.55	\$0.55	\$0.49	NB
Dixie Perfectouch Insulated Cups 10 oz. Item #DXE5310DX (500 per case)	\$58.60	\$60.27	\$54.66	\$42.92	\$51.52	\$66.00	NB
6 1/2" X 9" 28 lb. Kraft envelopes w/clasp (100 per box)	\$10.90	\$9.44	\$11.94	\$6.36	\$9.15	\$6.00	NB
10" X 13" 28 lb. Kraft envelopes w/ self sealing strip (100 per box)	\$28.00	\$11.52	\$21.59 for 250 (\$8.64 /100)	\$22.50	\$11.56	\$30.93	NB
1/3 cut tab folders, 3 position, letter size, manilla (100 per box)	\$8.00	\$6.72	\$5.60	\$4.02	\$6.30	\$5.67	NB
Liquid Paper Dryline Grip Correction Tape Item #660415	\$2.95	NB	\$3.59	\$1.88	\$5.06	\$2.05	NB
1/5 cut tab letter size standard green hanging folders (box of 25)	\$9.95	\$11.34	\$5.09	\$3.19	\$6.60	\$4.39	NB
Avery 1" x 2 5/8" easy peel address labels (750 labels per pack) Item #8160	\$10.30	\$10.25	\$8.87	\$6.33	\$9.39	\$7.74	NB
5" X 8" Legal Ruled Canary Pad (12 pads per pack)	\$10.05	\$7.13	\$3.95	\$3.33	\$6.50	\$2.70	NB
8 1/2" X 11 1/2 or 3/4" Legal Ruled Letter Size Canary Pad (12 pads per pack)	\$11.85	\$9.31	\$7.19	\$6.80	\$8.75	\$5.99	NB
6" X 9" Gregg ruled Steno Pad (12 pads per pack)	\$17.10	\$8.31	\$8.36	\$5.56	\$7.80	\$7.92	NB
Sharpie Extra Fine Permanent Marker (12 per box) Item #35001	\$10.50	NB	\$9.23	NB	\$9.42	\$7.83	NB
Sharpie Chisel Tipped Permanent Black Marker (12 per box) Item #38201	\$11.85	NB	\$13.18	\$7.31	\$12.14	\$8.27	NB
Sharpie Chisel Tipped Yellow Hi-Liter (12 per box) Item #25025	\$7.80	NB	\$5.98	\$4.07	\$6.95	\$5.51	NB
Sharpie Sharpie Accent Liquid Pen-Style Highlighter (12 per box) Item #1754463	\$14.10	\$14.96	\$13.43	\$8.80	\$14.05	\$9.84	NB
Pentel RSVP Fine Point Black Pen (12 per box) Item #BK90PCA	\$8.55	NB	\$7.19	\$4.40	\$7.70	\$5.37	NB

Item Description:							
Pentel RSVP Medium Point Black Pen (12 per box) Item #BK91PC12A	\$8.55	NB	\$7.19	\$4.40	\$7.70	\$5.37	NB
Pentel RSVP Fine Point Red Pen (12 per box) Item #BK-90B	\$8.55	NB	\$7.19	\$4.40	\$7.70	\$5.37	NB
MMF Industries Antimicrobial protected secure-a- pen #28904	\$2.80	\$3.15	\$3.47	\$1.63	\$2.96	\$3.21	NB
Self Stick Canary Post It Notes, 1 3/8" X 1 7/8" (1200 notes per pack)	\$1.65	\$1.66	\$1.67	\$1.19	\$1.55	\$1.19	NB
Self Stick Canary Post it Notes 3" X 3" (1200 notes per pack)	\$4.45	\$4.23	\$3.59	\$2.42	\$2.84	\$2.28	NB
Self Stick Canary Post It Notes 3" x 5" (1200 notes per pack)	\$6.75	\$5.91	\$5.15	\$3.56	\$5.54	\$3.72	NB
Staples, Chisel Point Standard (Box of 5000)	\$0.80	\$0.65	\$1.19	\$0.50	\$0.69	\$0.59	NB
Large Metal Binder Clips, 2" Size w/ 1" Capacity (12 per box)	\$1.90	\$1.73	\$1.91	NB	\$1.62	\$0.99	NB
Small Metal Binder Clips, 3/4" Size w/ 3/8" Capacity	\$0.40	\$0.36	\$0.83	NB	\$0.33	\$0.21	NB
3M Scotch Magic Tape 3/4" X 1296" (36 yd) Catalog #810	\$3.10	NB	\$2.99	\$1.98	\$2.92	\$2.27	NB
3M Scotch Removeable Tape 3/4" X 1296" (36 yd) Catalog #811	\$3.55	\$3.44	\$3.60	\$2.09	\$3.40	\$3.34	NB
3M Scotch Commercial Grade Shipping Tape 1.88 in X 54.6 yards (6/pk) Catalog #3750-6	\$36.85	\$6.04 a roll, (\$36.24 for 6)	\$21.29	\$22.92	\$37.62	\$27.28	NB
Fellows Basic Duty Storage Boxes (12/case) Item #00703	\$40.90	\$41.69	\$26.32	\$18.71	\$26.35	\$30.32	NB
Hewlett Packard HP45 Black Ink Cartridge (1 cartridge per box) Item #51645A	\$37.50	\$45.81	\$41.94	\$34.63	NB	\$40.29	\$33.00
Hewlett Packard HP15 Black Ink Cartridge (1 cartridge per box) Item #C6615DN	\$35.45	\$42.37	\$41.48	\$32.72	NB	\$38.07	\$30.00
Hewlett Packard HP17 Tri-Colored Ink Cartridge (1 cartridge per box) Item #C6625A	\$38.15	\$47.54	\$43.49	\$35.23	NB	\$40.98	\$36.00
Hewlett Packard HP78 Tri-Colored Ink Cartridge (1 cartridge per box) Item #C6578DN	\$38.75	\$48.58	\$43.87	\$35.91	NB	\$41.77	NB

<b>Item Description:</b>							
Hewlett Packard HP96 Black Ink Cartridge (1 cartridge per box) Item #8767WN	\$35.10	\$41.12	\$40.19	\$32.48	NB	\$37.78	NB
Hewlett Packard HP97 Tri-Colored Ink Cartridge (1 cartridge per box) Item #9363WN	\$39.55	\$45.81	\$47.99	\$38.54	NB	\$42.62	\$35.00
Hewlett Packard HP950XL Black Ink Cartridge (1 cartridge per box) Item #CN045AN	\$32.75	NB	\$39.47	\$31.55	NB	\$35.17	\$29.50
Hewlett Packard HP951XL Cyan Ink Cartridge (1 cartridge per box) Item #CN046AN	\$25.60	NB	\$32.00	\$25.04	NB	\$27.60	NB
Hewlett Packard HP951XL Yellow Ink Cartridge (1 cartridge per box) Item #CN048AN	\$25.60	NB	\$32.00	\$25.04	NB	\$27.60	NB
Hewlett Packard HP951XL Magenta Ink Cartridge (1 cartridge per box) Item #CN047AN	\$25.60	NB	\$32.00	\$25.04	NB	\$27.60	NB
<b>Delivery within 2 weeks of placement of order</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Pricing to be held for length of contract</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes

<b>Request for Bids:</b>	
Newspaper Ad:	9/7/2016
Vendor Notifications:	215
Vendodr Response:	7
Budgeted:	Operating

**Low bid - met specs**



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-32

A RESOLUTION ACCEPTING THE BIDS OF ROLL-AID INDUSTRIAL, SCHOOL SPECIALTY INC., AND VERITIV OPERATING COMPANY FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2016, THROUGH NOVEMBER 6, 2017, FOR PRINTING AND PAPER SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for printing and paper supplies for the Health Department; and,

WHEREAS, the bids from Roll-Aid Industrial, School Specialty Inc., and Veritiv Operating Company were the lowest and best bids received; and,

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

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

That the bids of Roll-Aid Industrial, School Specialty Inc., and Veritiv Operating Company for contract unit pricing, beginning November 7, 2016, through November 6, 2017, for printing and paper supplies for the Chattanooga/Hamilton County Health Department is hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

October 19, 2016

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

September 7, 2016

### Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Health Department Printing and Paper Supplies as per attached specifications.

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

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

Street City State

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

(Print or Type Name)

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Bid Date/Time: Refer to the bid specifications for the date and time of the opening.

Office: Sealed bids should be delivered to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404. **Bids must be received before the specified time listed in the bid specifications for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. All bids are to be F.O.B. Chattanooga, Tennessee 37404.

**Mark outside envelope containing sealed bid: "Printing and Paper Supplies".  
Proposal/Bid Number: 0816-028**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

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

Gail B. Roppo  
Director of Purchasing

**SPECIFICATIONS FOR BID # 0816-028**  
**HAMILTON COUNTY GOVERNMENT**  
**PAPER & PRINTING SUPPLIES – UNIT PRICING**

Hamilton County, Tennessee herein after referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month unit pricing contract for items regularly utilized by the Health Services Division, also known as the Chattanooga - Hamilton County Health Department, under a unit pricing agreement. The contract period will be for twelve (12) months from the time of approval of this contract by Hamilton County Commission. All prices must remain fixed throughout the term of this contract.

*Note: This contract may also be utilized by other departments of Hamilton County Government, however volumes from additional Departments are not incorporated in the 12-month volume estimates included in these specifications.*

Throughout the terms of this contract,

- **annual item volumes/quantities are estimates only** and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within 2 weeks of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the Hamilton County warehouse facility designated at time of order placement and delivered inside for storage and/or distribution by Hamilton County;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract; and
- the purpose of this contract is for inventory re-stocking.

**Quantities:** Specific details regarding estimated annual volumes are included on the attached bid pricing sheet. Please note that the quantity listed for each item is an estimate only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract. Please note that while volume estimates are generally provided based on individual units, orders will be placed in box or case quantities. In some instances, we have provided volume estimates based on the box/case counts of our recent orders. Provide your box and/or case counts/quantities on the attached pricing form. See the sample item at the top of the form for an example of how to complete the attached Bid Form.

**Samples:** Samples may be required for evaluation on certain products during the bid evaluation process. If required, these samples must be provided in a timely manner and at no charge to the County. Failure to provide a sample may result in rejection of your offer.

**Delivery Requirements:** Vendors who cannot guarantee the two (2) week delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule, however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract. Additionally, repeated violations of this delivery requirement may lead to suspension of your company from participation in future invitations to bid.

**Shipping:** Non-adherence to the instructions relative to the handling of shipping, freight, and mileage charges may result in disqualification of your current bid and repeated occurrences may lead to suspension of your company from participation in future invitations to bid.

**Payment:** Hamilton County expects to place multiple orders throughout the contract period based on the pricing included in the accepted bid package(s). Only the specific amounts ordered, per order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order. Hamilton County general payment terms are net thirty (30) days. Credits for damaged or missing materials must be issued within one (1) week of notice by Hamilton County.

**Award of Bid:** While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award 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.

*Note: Any vendor(s) awarded this business from this bid will be required to sign a contract with Hamilton County Government after approval by the Hamilton County Commission. A copy of our Pro-forma Contract is available upon request. Upon award of the contract, it is the responsibility of the bidder to effectively communicate its bid pricing to its order entry / customer service organization so that contract pricing is reflected on the invoices. Pricing on any invoices must match bid pricing identically throughout the term of the contract.*

**Contract Termination:** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination.

**Completion of the attached forms:** Please complete and sign the attached Authorization to Bind form, and the Certificate of Completion form.

**Completion of the Attached Bid Pricing Form:** Submit your bid as specified below on the attached bid list, considering the following

- all prices shall be displayed on both a unit price basis (based on the unit of measure specified - using up to 4 decimal places if necessary) as well as your invoice price based on your standard packaging;
- in the event of calculation errors, unit pricing will govern;
- vendors are expected to bid brands as specified (if applicable) on the attached bid list;
- information must be provided on the brand you propose for each item in the column provided, if brand is not specified;
- information must be provided on your standard item size, box and/or case quantities for each item bid; and
- your stock/item number for each item must be listed.

Note: Bids may be considered non-responsive and disqualified if pricing is not submitted in the proper form and format, at the sole discretion of the County.

**Bid Submission Requirements:** The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope **before 11:30 a.m. (ET) on September 20, 2016** to the Hamilton County Purchasing Director at the address specified below.

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

***DELIVERY ADDRESS FOR ALL PROPOSALS:***

Gail B. Roppo, Director of Purchasing  
**BID # 0816-028 Printing and Paper Supplies** from *{insert your company name here}*  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

**QUESTIONS:**

Questions concerning **product specifications** should be direct to Mr. Shawn Harden at 423.209.8290.

Questions concerning **bid procedures** should be directed to the Purchasing Department, Janie Burley at janieb@hamiltontn.gov or at 423.209.6350.

## AUTHORIZATION TO BIND

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

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

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

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

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

\_\_\_\_\_  
Taxpayer Identification Number

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

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

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

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

\_\_\_\_\_  
Date

## CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each bidder/proposer is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. Hamilton County's Disadvantaged Business Enterprise guidelines;
8. the Drug Free Workplace statement;
9. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
10. 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/Bidder in connection with the procurement under this RFP/Bid.

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

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

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

Printing and Paper Supplies	HCG Requirements		Bid Pricing Submission					
	Estimated 12 Month Volume	Specific Brand Required	Individual Unit Price (\$) by unit of measure indicated	Unit of Measure	Associated Invoice Price (\$) per your Standard Packaging	Standard Packaging Specifics [Please note any differences in Unit of Measure listed or packaging from our Item Description]	Brand Quoted [NOTE-No substitution allowed if Brand is specified]	Your Item/Stock Number
<i>Example 1: Rubber Bands, 3" X 1/8" #32, 100 per box, (quantities may vary)</i>	33 boxes	No	\$0.0547	single rubber band	\$8.20	Sold in boxes of 150	ABC Rubber Bands	ABC-1236
<i>Example 2: Standard Paper Clips Size 1 (100 per box)</i>	33 boxes	No	\$2.5000	box of 100	\$2.50	Sold in boxes of 100	XYZ Paper Clips	XYZ - 7654
Domtar Blue Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81199	60 reams	YES		ream				
Domtar Canary Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81196	90 reams	YES		ream				
Domtar Green Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81197	100 reams	YES		ream				
Domtar Pink Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81198	40 reams	YES		ream				
Domtar Goldenrod Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81203	100 reams	YES		ream				
Domtar Gray Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81195	20 reams	YES		ream				
Domtar Orchid Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81200	20 reams	YES		ream				
Domtar Ivory Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81201	10 reams	YES		ream				
Domtar Buff Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81204	10 reams	YES		ream				
Domtar 110 lb. Index Paper, white, 8.5 X 11, 250 sheets/ream, Item #81038	70 reams	YES		ream				
Neenah Paper Atlas Bond Writing Paper, Ultra-Bright White, 8.5 X 11, 500 sheets ream, Item #01197	150 reams	YES		ream				
Standard White 20 lb. copy paper 8.5 X 11, 92 Brightness, 500/sheets ream	3550 reams	No		ream				
Legal Sized White 20 lb. copy paper 8.5 x 14, 92 Brightness, 500 sheets/ream	50 reams	No		ream				

Delivery and Pricing Requirements - Check the Appropriate Box	YES	NO	
Can you meet the specified requirement that delivery be made within two (2) weeks of placement of each order? <i>If you can not meet this requirement, provide an optional delivery schedule. Note preference will be given to vendors who commit to this schedule.</i>			If No, Provide Optional Delivery Proposal:
Do you certify that by submitting a bid for this project, that if awarded, you will hold your pricing for the specified length of time specified in the bid documents? <i>If you do not agree to this, your bid will be considered non-responsive and will not be considered. Further if higher prices are charged during the term of the contract, you may be disqualified from participating in future bid opportunities and the current contract may be cancelled.</i>			



## HAMILTON COUNTY, TENNESSEE GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

**13. BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.

**14. BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

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

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

**15. BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

**16. CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

**17. COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

**18. DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

**19. DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.

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

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

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

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

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

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **IRAN DIVESTMENT ACT.** By submission of a bid, 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.
26. **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.*
27. **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.
28. **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.
29. **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.

30. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
31. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
32. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
33. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
34. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
35. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
36. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
37. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the 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.
38. **WARRANTIES:** All warranty information must be furnished.
39. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



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

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

[Log Out](#)

Logged in as: janieb@hamiltontn.gov  
Role: Client

- [Home](#)
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  - [Bids](#)
  - [Log](#)

**Solicitation - Log**

9/07/2016 7:50 AM Eastern

Solicitation Title: Printing & Paper Supplies  
 Number: 0816-028  
 Bids Due: 9/20/2016 11:30:00 AM Eastern  
 Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/07/2016 7:50:42AM	Eastern	Janie Burley	<a href="#">0816-028 - Printing &amp; Paper Supplies</a>	<a href="#">Invitation</a>	Please click on above solicitation number to access bid documents.	233	0

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Please run the attached ad on September 7, 2016 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on September 20, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, Chattanooga, TN. 37404.

Specifications and bid delivery instructions are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

10:30 A.M.	Contract unit pricing for Maintenance Supplies
10:45 A.M.	Contract unit pricing for Laboratory Supplies
11:00 A.M.	Contract unit pricing for Infection Control Items
11:15 A.M.	Contract unit pricing for General Office Supplies
11:30 A.M.	Contract unit pricing for Printing and Paper Supplies

Gail B. Roppo  
Director of Purchasing

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Gail B. Roppo  
Director of Purchasing

Vendors:	American Paper & Twine Co. (HC)	Metro Industrial Services	Roll-Aid Industrial (HC)	School Specialty, Inc.	Veritiv Operating Company (HC)
Domtar Blue Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81199	NB	\$5.39	\$7.50	\$4.35	\$4.20
Domtar Canary Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81196	NB	\$5.39	\$7.50	\$4.35	\$4.20
Domtar Green Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81197	NB	\$5.39	\$7.50	\$4.35	\$4.20
Domtar Pink Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81198	NB	\$5.39	\$7.50	\$4.35	\$4.20
Domtar Goldenrod Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81203	NB	\$5.39	\$7.50	\$4.35	\$4.20
Domtar Gray Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81195	NB	\$5.39	\$7.50	\$4.35	\$4.20
Domtar Orchid Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81200	NB	\$7.19	\$7.50	\$4.35	\$4.20
Domtar Ivory Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81201	NB	\$5.39	\$7.50	\$4.35	\$4.20
Domtar Buff Colored Multi-purpose Paper, 8.5 X 11, 500 sheets/ream, Item #81204	NB	\$9.59	\$7.50	\$4.35	\$4.20
Domtar 110 lb. Index Paper, white, 8.5 X 11, 250 sheets/ream, Item #81038	NB	\$10.79	\$5.50	\$7.99	\$5.70
Neenah Paper Atlas Bond Writing Paper, Ultra-Bright White, 8.5 X 11, 500 sheets ream, Item #01197	NB	\$25.67	\$8.00	NB	\$13.00
Standard White 20 lb. copy paper 8.5 X 11, 92 Brightness, 500/sheets ream	\$2.85	\$21.00 (for 5 reams, price per ream \$4.20)	\$3.03	\$3.15	\$2.44
Legal Sized White 20 lb. copy paper 8.5 x 14, 92 Brightness, 500 sheets/ream	\$3.94	\$5.76	\$4.70	\$4.35	\$3.90
<b>Delivery within 2 weeks of placement of order</b>	Yes	Yes		Yes	Yes
<b>Pricing to be held for length of contract</b>	Yes	Yes		Yes	Yes

<b>Request For Bids:</b>	
Newspaper Ad:	9/7/2016
Vendor Notification:	233
Vendor Response:	5
Budgeted:	Operating

Low bid - met specs  
 Did not meet specs



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-33

**A RESOLUTION ACCEPTING A STATE OF TENNESSEE, GOVERNOR’S HIGHWAY SAFETY OFFICE GRANT FOR THE “SAFE JOURNEY” PROJECT WITH A TERM ENDING SEPTEMBER 30, 2017 AND AMENDING THE SHERIFF’S OFFICE OPERATING BUDGET BY ADDING \$125,000 TO REVENUES & EXPENDITURES.**

**WHEREAS**, the Governor’s Highway Safety Office has awarded the Sheriff’s Office a grant, via federal funding, with a project titled “Safe Journey”, in the amount of \$125,000; and,

**WHEREAS**, these grant funds will be used to educate the community on child passenger safety and train volunteers in the state for car seat installation; and,

**WHEREAS**, this project will commence immediately and will have an ending date of September 30, 2017; and,

**WHEREAS**, funding for this grant will be used to pay for salaries and benefits, and used to purchase capital and various project related materials; and

**WHEREAS**, no local match is required by Hamilton County, nor the Sheriff’s Office.

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

A RESOLUTION ACCEPTING A STATE OF TENNESSEE, GOVERNOR’S HIGHWAY SAFETY OFFICE GRANT FOR THE “SAFE JOURNEY” PROJECT WITH A TERM ENDING SEPTEMBER 30, 2017 AND AMENDING THE SHERIFF’S OFFICE OPERATING BUDGET BY ADDING \$125,000 TO REVENUES AND EXPENDITURES.

**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

October 19, 2016

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners **RESOLUTION**

No. 1016-35

**A RESOLUTION RE-APPOINTING TWO (2) JUDICIAL COMMISSIONERS, NATHANIEL GOGGANS AND RON POWERS, FOR A ONE (1) YEAR TERM, COMMENCING NOVEMBER 1, 2016, AND EXPIRING OCTOBER 31, 2017; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.**

**WHEREAS,** in 1999 this County legislative body established the position of Judicial Commissioners to assist the General Sessions Court of Hamilton County, Tennessee, for a set term of office and at an established salary for each; and

**WHEREAS,** the current term of office of Nathaniel Goggans and Ron Powers as Judicial Commissioners expire on October 31, 2016; and

**WHEREAS,** this legislative body feels that these two (2) previously appointed individuals (who have each expressed their desire to continue to serve) be re-appointed to said position(s) for a one (1) year term commencing on November 1, 2016; and ending October 31, 2017; and

**WHEREAS,** it is now the decision of this legislative body that Nathaniel Goggans and Ron Powers be re-appointed as Judicial Commissioners; and

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

That Nathaniel Goggans and Ron Powers are hereby re-appointed as Judicial Commissioners, for a term commencing November 1, 2016 and ending October 31, 2017, to assist the General Sessions Court of Hamilton County, Tennessee,

with each receiving the present annual compensation of Sixty Five Thousand Two Hundred Two and 38/100 Dollars (\$65,202.38), in addition to certain other specified employee benefits afforded to Hamilton County employees.

**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

October 19, 2016

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 1016-36

**A RESOLUTION APPOINTING TWO (2) JUDICIAL COMMISSIONERS, \_\_\_\_\_ AND \_\_\_\_\_, FOR A ONE (1) YEAR TERM, COMMENCING NOVEMBER 1, 2016, AND EXPIRING OCTOBER 31, 2017; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED BY EACH DURING THEIR RESPECTIVE TERM(S) IN OFFICE.**

**WHEREAS,** in 1999 this County legislative body established the position of Judicial Commissioners to assist the General Sessions Court of Hamilton County, Tennessee, for a set term of office and at an established salary for each; and

**WHEREAS,** the current term of office of Nathaniel Goggans and Ron Powers as Judicial Commissioners expire on October 31, 2016; and

**WHEREAS,** this legislative body has considered several persons interested in holding said positions and of the applicants does hereby appoint \_\_\_\_\_ and \_\_\_\_\_ to serve as Judicial Commissioners, with each serving a one (1) year term commencing on November 1, 2016; and ending October 31, 2017; and

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

That \_\_\_\_\_ and \_\_\_\_\_ are hereby appointed as Judicial Commissioners, for a term commencing November 1, 2016 and ending October 31, 2017, to assist the General Sessions Court of Hamilton County, Tennessee, with each receiving an annual compensation of Sixty Five Thousand Two Hundred Two and 38/100 Dollars (\$65,202.38), in addition to certain other specified employee benefits afforded to Hamilton County employees.

**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

October 19, 2016

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-37

**A RESOLUTION DESIGNATING \_\_\_\_\_ AS CHIEF JUDICIAL COMMISSIONER FOR A TERM BEGINNING NOVEMBER 1, 2016, AND ENDING \_\_\_\_\_; AND ESTABLISHING THE COMPENSATION TO BE RECEIVED.**

**WHEREAS,** in 1999 this County legislative body established the position of Judicial Commissioners to assist the General Sessions Court of Hamilton County, Tennessee, for a set term of office and at an established salary for each; and

**WHEREAS,** it is the decision of this County legislative body that \_\_\_\_\_ be designated as Chief Judicial Commissioner with such duties and responsibilities as delineated in the Professional Employment Agreement(s) hereto attached.

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

That \_\_\_\_\_ is hereby designated appointed as Chief Judicial Commissioner, for a term ending \_\_\_\_\_, with the duties of administering and coordinating all activities and scheduling of the Judicial Commissioners (as delineated in the attached Professional Employment Agreement), and shall receive additional compensation in the amount of Five Thousand Dollars (\$5,000.00) per year.

**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

October 19, 2016

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 1016-38

A RESOLUTION APPROVING THE EXPENDITURE OF UP TO TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY EXPENSE FUNDS AS ALLOTTED TO DISTRICT SIX TO PURCHASE PAINT MATERIALS FOR THE LOOKOUT VALLEY RECREATION CENTER.

WHEREAS, there is a need for paint materials at the Lookout Valley Recreation Center; and

WHEREAS, Commissioner Joe Graham desires to use up to twenty five hundred dollars (\$2,500.00) from general fund discretionary expense funds as allotted to District Six; 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 the expenditure of up to Twenty Five Hundred Dollars (\$2,500.00) from general fund discretionary expense funds as allotted to District Six be approved to purchase paint materials for the Lookout Valley Recreation Center.

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

October 19, 2016

\_\_\_\_\_  
Date