

Hamilton County Board of County Commissioners

AGENDA

November 19, 2014

ROLL CALL

INVOCATION - **Commissioner Turner-Smedley**

PLEDGE TO THE FLAG - **Commissioner Turner-Smedley**

- Presentation Commissioner Sabrena Turner-Smedley honoring Apison Elementary School Principal Ronald Hughes named Tennessee's 2014-2015 Principal of the Year.
- Presentation Commissioner Jim Fields honoring Signal Mountain Girls Golf Team for winning the A-AA State Golf Championship.
- Presentation Commissioner Jim Fields honoring Signal Mountain Girls Cross Country Team for winning the A-AA State Championship.
- Minutes Recessed Meeting - October 22, 2014
- Minutes Agenda Session - October 22, 2014
- Minutes Regular Meeting - November 5, 2014
- Report Order of Designation - Planning Commission - Todd Leamon - November 10, 2014
- Report Unaudited Financial Reports, Circuit Court Clerk, Clerk and Master, County Clerk and Register - 2014 Fiscal Year
- Report Fee Office Reports
- Report Quarterly Investment Report
- Res. No. 1114-23 A Resolution to approve and accept applications for notary public positions, the oaths of Judicial Commissioner, and the oaths of Deputy Sheriff.
- Res. No. 1114-9A A Resolution accepting the bid of CWC Office Furnishings for furniture for the Criminal Courts amounting to \$59,820.24 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1114-24 A Resolution granting abandonment of an unopened right-of-way located on the 11300 block of Bates Road.
- Res. No. 1114-25A A Resolution to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 block of East Brainerd Road.
- Res. No. 1114-25B A Resolution to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 block of East Brainerd Road.
- Res. No. 1114-25C A Resolution to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 block of East Brainerd Road.
- Res. No. 1114-26 A Resolution ratifying the purchase of election ballots for the Tennessee State General and Municipal Elections amounting to \$48,127.35 from Mid-West Printing Company for the Election Commission and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1114-27 A Resolution authorizing the Sheriff's Office to purchase with Narcotic's Fund monies, at public sale or auction, used vehicles to be utilized as unmarked or undercover vehicles; the number of such vehicles to be purchased to be determined by the funds appropriated annually, not to exceed \$125,000 for FY 2014 and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 1114-28 A Resolution accepting the bids of Middle Tennessee Turf, Inc. and John Deere Landscapes for one (1) year contract pricing, beginning December 4, 2014, through December 3, 2015, for Bermuda and Fescue sod for the Recreation Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1114-29 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of October 1, 2014, through October 31, 2014, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1114-30 A Resolution to authorize the County Mayor to enter into a Interlocal Agreement with the City of East Ridge to allow East Ridge City Court to use and share information with Hamilton County's Criminal Justice Information and Management System, CJUS, and to charge the City of East Ridge for the costs incurred in providing the East Ridge City Court with access to CJUS and to amend both the General Fund Revenue and Expenditure budgets by \$25,000 for this project.
- Res. No. 1114-31 A Resolution to authorize the County Mayor to execute a contract between the State of Tennessee, Department of Health and Hamilton County, Tennessee, Health Services Division, operating as the Chattanooga-Hamilton County Health Department for the provision of a Rape Prevention Education program using funds from the State of Tennessee, Department of Health in the amount not to exceed \$160,00.00 for the period beginning February 1, 2015, ending January 31, 2019, which includes \$16,700.00 that is already budgeted for the current fiscal year ending June 30, 2015 .
- Res. No. 1114-32 A Resolution accepting the bid of Parris Roofing and Sheet Metal Company, Inc. to re-roof the Health Department Golley Auditorium amounting to \$52,475.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1114-33 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 therefor: Frostwood Lane, Dakota Sky Way and Skybrook Drive as extended.
- Res. No. 1114-34 A Resolution to authorize the County Mayor to enter into and execute an agreement with S&ME, Inc. for geoenvironmental testing and inspection services necessary for construction of the new Ganns Elementary School for an amount not to exceed \$233,600.00.
- Res. No. 1114-35 A Resolution accepting the unit price bids of Telesource Services, LLC, A-1 Teletronics, Inc., Hello Direct, Optus, Inc., and Synergy Telecom, Inc. for Nortel telephone equipment for the period beginning November 19, 2014 through November 18, 2015 for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 1114-36 A Resolution accepting the unit price bids of MXN Corporation, Personal Computer Systems, Inc., and OPTUS, Inc., beginning November 19, 2014, through November 18, 2015, for HP data communications equipment for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

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 COMMISSION
OCTOBER 22, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) October 22, 2014

BE IT REMEMBERED, that on this 22nd day of October, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

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

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

Commissioner Boyd welcomed Pastor Bruce Sloan, Ridgeview Baptist Church, who gave the invocation. Commissioner Boyd led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
OCTOBER 22, 2014**

**PRESENTATION – CRIMINAL COURT CLERK VINCE DEAN – OFFICER RICHARD
ALEXANDER MEMORIAL HIGHWAY**

Criminal Court Clerk Vince Dean reported that during his previous tenure with the House of Representatives, he had sponsored House Bill No.1030 in the 108th Session of the General Assembly. The legislation designated a portion of Amnicola Highway from Curtain Pole Road to Crutchfield Street as “Officer Richard Alexander Memorial Highway.” Officer Alexander had served with the Chattanooga Police Department for twenty-two years before losing his life on October 5, 2000. Officer Alexander was on duty when his police vehicle was hit by another vehicle.

Mr. Dean welcomed a group in attendance for today’s presentation, including Chattanooga Chief of Police Fred Fletcher, additional Police Department officers, as well as Joyce Alexander, Officer Alexander’s widow.

Police Chief Fletcher and Mayor Coppinger spoke of the sterling reputation and gentle spirit Officer Alexander exhibited. Each expressed their gratitude for Officer Alexander’s service.

Ms. Alexander thanked the Commission and Mr. Dean for honoring her husband’s legacy. She shook hands with members of the Commission and Mayor Coppinger at this time.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
OCTOBER 22, 2014**

RESOLUTION NO. 1014-34 A RESOLUTION ACCEPTING THE PROPOSALS OF THE COUNCIL FOR ALCOHOL AND DRUG ABUSE SERVICES, INC. DBA CADAS, INC., HELEN ROSS MCNABB CENTER, INC., AND PARKRIDGE VALLEY HOSPITAL FOR RESIDENTIAL DRUG COURT TREATMENT SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Development Director Dan Saieed reported that Drug Court Coordinator Elaine Kelly was attending an out-of-town training and unable to attend today's meeting to speak on this item. Upon her request, Mr. Saieed provided further explanation regarding this Resolution to the Commission.

ON MOTION of Commissioner Graham, seconded by Commissioner Bankston, to adopt Resolution No. 1014-34. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
OCTOBER 22, 2014**

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
OCTOBER 22, 2014**

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Agenda Preparation Session
October 22, 2014

BE IT REMEMBERED, that on this 22nd day of October, 2014, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
OCTOBER 22, 2014**

COMMITTEE ASSIGNMENTS

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

- A Trustee Excess Fee Report for September 2014 would be submitted as a matter of record.
- A Trustee Monthly Report for September 2014 would be submitted as a matter of record.
- Juvenile Court Clerk Reports for the months of June, July, and August 2014 would be submitted as a matter of record.
- Resolutions No. 1114-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolutions No. 1114-2 through 1114-6 were appointments, requiring no committee assignment.
- Resolutions No. 1114-7 through 1114-9 and 1114-11 through 1114-21 were assigned to the Finance Committee, chaired by Commissioner Graham.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Boyd, Chairman of the Education Committee, announced that the committee would convene on Wednesday, November 5, at 8:30 am in the adjacent conference room.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
OCTOBER 22, 2014**

Mayor Coppinger reported that there had been some confusion by members of the public regarding the similarly-named Human Services Division and Human Resources Department and the services each offered. He stated it was the County's intent to change the name of the Human Services Division to General Services Division in order to help avoid misunderstanding in the future. The only change that would take effect as a result would be updated letterhead after current paper stock had been used and a name change in the phone book.

DELEGATIONS

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

Chairman Fields noted there would not be a meeting next Wednesday, October 29th due to the Tennessee County Services Association conference. The next Regular Meeting would be held on Wednesday, November 5, 2014.

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, November 5th at 9:30 AM.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
OCTOBER 22, 2014**

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) November 5, 2014

BE IT REMEMBERED, that on this 5th day of November, 2014, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

Commissioner Turner-Smedley introduced Kaihan Strain, Spiritual Assembly of the Baha'is, who gave the invocation. County Historian and Girls Preparatory School (GPS) History Department Chair Linda Mines led in the pledge to the flag.

PRESENTATION – UNITED STATES CONSTITUTION ESSAY CONTEST

Mayor Coppinger presented a proclamation to three Hamilton County students who had recently been selected as winners of the Tennessee Valley Republican Women sponsored essay contest on the topic of the United States Constitution. These students included Hannah Geerlings, Hannah Thel, and Caroline West.

Chairman Fields noted that this contest had been open to all private, public, and home school students in Hamilton County. He commended all students who participated in the contest for their hard work.

Ms. Mines expressed her appreciation to the Commission for their support of the school system. She also congratulated the students in attendance on winning this award.

The students were personally congratulated and shook hands with members of the Commission.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

Commissioner Mackey also thanked Ms. Mines for her years of service and contributions in the community.

APPROVAL OF MINUTES

ON MOTION of Commissioner Bankston, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of October 8, 2014, the Agenda Preparation Session of October 8, 2014, the Regular Meeting of October 15, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd , "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

TRUSTEE'S EXCESS FEE REPORT

The Trustee's excess fee report for September 2014 was submitted and made a matter of record.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

TRUSTEE'S MONTHLY REPORT

The Trustee's monthly report for September 2014 was submitted and made a matter of record.

JUVENILE COURT CLERK REPORT

The Juvenile Court Clerk Report for the months of June, July, and August 2014 were submitted and made a matter of record.

**RESOLUTION NO. 1114-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS.**

ON MOTION of Commissioner Boyd, seconded by Commissioner Haynes, to adopt Resolution No. 1114-1. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

**RESOLUTION NO. 1114-2 A RESOLUTION CONFIRMING THE REAPPOINTMENT
BY THE COUNTY MAYOR OF FIVE MEMBERS TO THE HAMILTON COUNTY
BOARD OF EXAMINERS FOR GAS FITTERS & INSTALLERS FOR TERMS ENDING
NOVEMBER 5, 2018.**

Resolution No. 1114-2 confirms the reappointments of Kenneth C. Ray, Emerson Ingram, Thomas Raulston, Beverly Johnson, and Bennie Kinsey to the Hamilton County Board of Examiners for Gas Fitters and Installers for four-year terms expiring November 5, 2018.

ON MOTION of Commissioner Haynes, seconded by Commissioner Fairbanks, to adopt Resolution No. 1114-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 1114-3 A RESOLUTION CONFIRMING THE REAPPOINTMENT
OF SIX MEMBERS BY THE COUNTY MAYOR TO THE HAMILTON COUNTY**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

**CONTRACTORS BOARD OF APPEALS AND ADJUSTMENTS FOR TERMS ENDING
NOVEMBER 5, 2018.**

Resolution No. 1114-3 confirms the reappointments of Kim Ray, Dennis Hasting, James Shropshire, Charles W. Evans, Jr., Wendall Whitmire (Alternate No. 1), and Timothy McClure (Alternate No. 2) to the Hamilton County Contractors Board of Appeals and Adjustments for four-year terms expiring November 5, 2018.

ON MOTION of Commissioner Bankston, seconded by Commissioner Boyd, to adopt Resolution No. 1114-3. 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 Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 1114-4 A RESOLUTION CONFIRMING THE REAPPOINTMENT
BY THE COUNTY MAYOR OF ONE MEMBER TO THE EMERGENCY
COMMUNICATIONS DISTRICT BOARD OF DIRECTORS FOR TERM ENDING
NOVEMBER 5, 2018.**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

Resolution No. 1114-4 confirms the reappointment of Mark Mathews to the Emergency Communications District Board of Directors for a four-year term expiring November 5, 2018.

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 1114-4. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 1114-5 A RESOLUTION TO APPOINT MEMBERS TO THE
HAMILTON COUNTY AUDIT COMMITTEE.**

Resolution No. 1114-5 confirms the appointments of Chairman Jim Fields, Commissioner Chester Bankston, and Commissioner Warren Mackey to the Hamilton County Audit Committee for one-year terms expiring September 30, 2015.

ON MOTION of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 1114-5. The foregoing Resolution was unanimously adopted on a

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner Turner-Smedley, “Aye”; and Chairman Fields, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

RESOLUTION NO. 1114-6 A RESOLUTION TO APPOINT ONE (1) MEMBER AND REAPPOINT ONE (1) MEMBER TO THE SHERIFF'S CIVIL SERVICE ADVISORY BOARD FOR THREE (3) YEAR TERMS BEGINNING NOVEMBER 5, 2014 AND ENDING NOVEMBER 5, 2017.

Resolution No. 1114-6 confirms the appointment of Bruce O’Neal and reappointment of John K. “Bucky” McCulley to the Sheriff’s Civil Service Advisory Board for three-year terms expiring November 5, 2017.

ON MOTION of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 1114-6. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Mackey, “Aye”; Commissioner

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields reported that Resolutions No. 1114-7 through 1114-9 and 1114-11 through 1114-21 had been heard by the Finance Committee. He stated that Resolution No. 1114-10 had not been used.

Finance Committee Chairman Graham requested that Resolution No. 1114-9 go back to committee and not be voted on today. He also asked that Resolution No. 1114-21 be considered separately.

Chairman Fields indicated these requests would be honored.

RESOLUTION NO. 1114-7 A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR ONE (1) CAB & CHASSIS FOR AN ANIMAL CONTROL UNIT AMOUNTING TO \$23,565.00 FOR THE HAMILTON COUNTY HUMANE EDUCATIONAL SOCIETY AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1114-8 A RESOLUTION ACCEPTING THE BID OF BOWIE INTERNATIONAL FOR ONE (1) ANIMAL CONTROL UNIT AMOUNTING TO \$16,140.00 FOR THE HAMILTON COUNTY HUMANE EDUCATIONAL SOCIETY

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

**AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1114-9 A RESOLUTION ACCEPTING THE BID OF CWC OFFICE
FURNISHINGS FOR FURNITURE FOR THE CRIMINAL COURTS AMOUNTING TO
\$59,820.24 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

RESOLUTION NO. 1114-10 RESOLUTION NUMBER NOT USED

**RESOLUTION NO. 1114-11 A RESOLUTION FOR THE MOWBRAY VOLUNTEER
FIRE DEPARTMENT TO SCRAP AND SELL A 1992 FORD CROWN VICTORIA VIN #
2FACP72W5NX252263 WITH MILEAGE OF 197,187 WHICH IS CO-TITLED WITH
HAMILTON COUNTY GENERAL GOVERNMENT. MOWBRAY VOLUNTEER FIRE
DEPARTMENT WILL USE THE PROCEEDS OF THE SELL OF THE SCRAP FOR
THE FUTURE PURCHASE OF FIREFIGHTING EQUIPMENT.**

**RESOLUTION NO. 1114-12 A RESOLUTION FOR THE MOWBRAY VOLUNTEER
FIRE DEPARTMENT TO SCRAP AND SELL A 1999 DODGE DURANGO VIN #
1B4HS28Y3XF547576 WITH MILEAGE OF 188,000, WHICH IS CO-TITLED WITH
HAMILTON COUNTY GENERAL GOVERNMENT. MOWBRAY VOLUNTEER FIRE**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

DEPARTMENT WILL USE THE PROCEEDS OF THE SELL OF THE SCRAP FOR THE FUTURE PURCHASE OF FIREFIGHTING EQUIPMENT.

RESOLUTION NO. 1114-13 A RESOLUTION ACCEPTING THE BIDS OF CHATTANOOGA PAPER AND PACKAGING, INC., MOORE MEDICAL, LLC, MIDWEST MEDICAL SUPPLY COMPANY, LLC, MCKESSON MEDICAL-SURGICAL, INC., BUY INDIAN MEDICAL AND ROLL-AID INDUSTRIAL SUPPLY FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2014, THROUGH NOVEMBER 6, 2015, 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.

RESOLUTION NO. 1114-14 A RESOLUTION ACCEPTING THE BID OF MAC PAPERS FOR CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2014, THROUGH NOVEMBER 6, 2015, FOR PAPER AND PRINTING SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1114-15 A RESOLUTION ACCEPTING THE BIDS OF STAPLES CONTRACT & COMMERCIAL, INC. AND QUILL CORPORATION FOR CONTRACT

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

**UNIT PRICING, BEGINNING NOVEMBER 7, 2014, THROUGH NOVEMBER 6, 2015,
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.**

**RESOLUTION NO. 1114-16 A RESOLUTION ACCEPTING THE BIDS OF
SCIENTIFIC SALES, INC., MCKESSON MEDICAL SURGICAL, INC., MOORE
MEDICAL, LLC AND MIDWEST MEDICAL SUPPLY COMPANY, LLC FOR
CONTRACT UNIT PRICING, BEGINNING NOVEMBER 7, 2014, THROUGH
NOVEMBER 6, 2015, FOR LABORATORY SUPPLIES FOR THE CHATTANOOGA /
HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY
MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS
RESOLUTION.**

**RESOLUTION NO. 1114-17 A RESOLUTION ACCEPTING THE BIDS OF
CHATTANOOGA PAPER AND PACKAGING, QUILL CORPORATION, KELSAN,
INC., AND ROLL-AID INDUSTRIAL SUPPLY FOR CONTRACT UNIT PRICING,
BEGINNING NOVEMBER 7, 2014, THROUGH NOVEMBER 6, 2015, FOR
MAINTENANCE SUPPLIES FOR THE CHATTANOOGA / HAMILTON COUNTY
HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

**RESOLUTION NO. 1114-18 A RESOLUTION ACCEPTING THE BID OF
BATTLEFIELD ABATEMENT FOR THE MARTIN LUTHER KING BUILDING
ASBESTOS ABATEMENT AMOUNTING TO \$30,210.50 AND AUTHORIZING THE
COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS
RESOLUTION.**

**RESOLUTION NO. 1114-19 A RESOLUTION AUTHORIZING THE SLOPE
STABILIZATION REPAIRS OF CASH CANYON ROAD BY GEOSTABILIZATION
INTERNATIONAL ON THE STATE CONTRACT FOR SOIL NAILING FOR VARIOUS
COUNTIES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1114-20 A RESOLUTION AUTHORIZING THE SLOPE
STABILIZATION REPAIRS OF MONTLAKE ROAD BY GEOSTABILIZATION
INTERNATIONAL ON THE STATE CONTRACT FOR SOIL NAILING FOR VARIOUS
COUNTIES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham provided details regarding Resolutions No. 1114-7, 1114-8, and 1114-11 through 1114-20 and stated that the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 1114-7, 1114-8, and 1114-11 through 1114-20. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 1114-21 A RESOLUTION FOR THE ACCEPTANCE OF A PROPOSAL BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SR-317 FROM SR-321 (OOLTEWAH-RINGGOLD ROAD) TO NEAR LAYTON DRIVE IN HAMILTON COUNTY.

Commissioner Graham provided details regarding Resolutions No. 1114-21 and stated that the Finance Committee reviewed and recommended approval.

Commissioner Turner-Smedley stated this Resolution would accept a proposal for a road expansion in her district. She stated a desire that East Brainerd Road be expanded in the future.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

ON MOTION of Commissioner Turner-Smedley, seconded by Commissioner Graham, to adopt Resolution No. 1114-21. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Turner-Smedley, "Aye"; and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Fairbanks announced that a number of Commissioners had attended the Tennessee County Services Association (TCSA) conference in Pigeon Forge the previous week. He reported that Commissioner Warren Mackey had been elected as the Tennessee County Commissioners Association (TCCA) President for the upcoming year.

Commissioners Fairbanks, Turner-Smedley, and Beck congratulated Commissioner Mackey on his election.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

Mayor Coppinger reported that he had attended a meeting on Friday, October 31 at Memorial Hospital regarding Tennessee's preparedness to treat Ebola or other diseases. He stated that the meeting had been attended by Senators Bob Corker and Lamar Alexander, along with a number of other local hospital officials, Health Services Administrator Becky Barnes, and members of her staff.

Mayor Coppinger commended Senator Corker, Senator Alexander, Ms. Barnes and all those involved for their active efforts to help ensure that Hamilton County and Tennessee were equipped in the event such a disease were to reach the community.

Chairman Fields recognized School Board member Donna Horn, who was in attendance for today's meeting.

Chairman Fields announced Veterans Day will be observed on Tuesday, November 11th to honor those who served in the armed forces.

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Elgin Gray, a resident at 8435 Igou Gap Road, addressed the Commission regarding the posting of business signs in Hamilton County. He reported that he

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

represented the company Cash for Junk Cars, which recycled junk, wrecked, or abandoned vehicles in the area. He stated the company had a local business license and a State recycling license.

Mr. Gray expressed concern that unlicensed competitive companies in the City of Chattanooga and in the County were posting signs on telephone poles, trees, and right-of-ways. He cited another local competitor as an example. He showed pictures on his laptop to the Commission of instances where he felt sign ordinances were being violated. He stated he had been told by County Building Inspection Director David Thorne that it was illegal for signs to be nailed to telephone poles and trees.

Attorney Taylor indicated that the City of Chattanooga had ordinances in place regarding signage which were currently enforced. The County did not currently have authority regarding signage on private property. He stated it was his understanding that Highway Department staff could remove signs on right-of-ways if it was determined they could possibly impede motorist's visibility.

Public Works Administrator Todd Leamon confirmed this to be true.

Upon questioning by Commissioner Beck, Mr. Gray responded that he had removed numerous signs throughout the County from a particular competitor. He would not publically reveal the names of those he thought were in violation. Mr. Gray stated

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

that if Commissioner Beck would like, he could provide him with information regarding this competitor after today's meeting. Commissioner Beck asked that he provide that information to Commission staff after the meeting.

Commissioner Beck shared a concern that this issue was being brought before the Commission by a representative of a certain business and could appear the motive was to directly affect another competitor.

YMCA Community Action Project (Y-CAP) Regional Director Joe Smith addressed the Commission regarding the USA national Olympic boxing team qualifier event to be held at the Chattanooga Convention Center from November 30 to December 6. He stated that the event would have a significant positive economic impact to the County. He estimated 1,200 boxers, in addition to coaches, Olympic officials, and visitors would be staying in the area during that time. He asked that the Commissioners consider financially supporting the event.

Upon questioning by Commissioner Graham, Mr. Smith stated that approximately \$28,000 in total funding was required to host the event. He noted that \$20,000 had already been raised and \$8,000 in funding was still needed. He added that the initial \$100,000 bid fee had been waived to attract this special event. Mr. Smith also informed the Commission that half of the gate fees would benefit the Y-CAP organization.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 5, 2014**

Several members of the Commission expressed their gratitude to Mr. Smith for his numerous contributions to the County. Several Commissioners stated their willingness to support this cause.

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, November 12, 2014 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

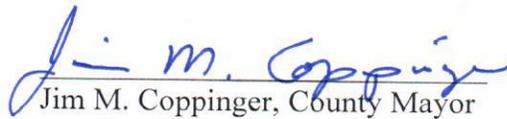
WFK
Clerk's Initials

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): November 10, 2014.

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 31st day of October, 2014.


Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 31st day of October, 2014 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 31st day of October, 2014.




Notary Public
*my commission Expires:
May 17, 2017*



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 31, 2014

In accordance with TCA §5-8-505, I am attaching a detailed and unaudited financial reports for fiscal year ending June 30, 2014 for the following constitutional officers:

Circuit Court Clerk
Clerk and Master
County Clerk
Register

The County's external auditors, Joseph Decosimo and Company, PLLC, will complete audited copies of these statements at a later date. According to County Auditor Bill McGriff, no significant adjustments to the reports are expected.

WFK/mec

Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Administrator of Finance Albert Kiser
County Attorney Rheubin Taylor
Patricia Moore, Legislative Administrator
Arlene Hughes, Assistant to the County Mayor

JIM M. COPPINGER
COUNTY MAYOR

BOARD OF COMMISSIONERS
CHESTER BANKSTON
GREGORY BECK
TIM BOYD
JAMES A. (JIM) FIELDS
JOSEPH (JOE) GRAHAM
MARTY HAYNES
LARRY L. HENRY
WARREN MACKKEY
FRED R. SKILLERN



HAMILTON COUNTY, TENNESSEE
OFFICE OF THE COUNTY AUDITOR

Bill W. McGriff, CPA
County Auditor

Lee H. Brouner, CPA
Assistant County Auditor

Audit Staff
Cherry Cannella, CPA
Denise C. Hamby, CPA
Norman D. Hatfield
Harry D. Mansfield, CGFM
Jenneth Randall, CPA

MEMORANDUM

TO: County Mayor Jim Coppinger
County Clerk Bill Knowles

FROM: Bill McGriff

DATE: October 29, 2014

SUBJECT: 2014 Fiscal Year Financial Reports

The attached reports detail the unaudited financial results for fiscal year 2014 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, Joseph Decosimo and Company, PLLC, 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 or Jenneth Randall, Audit Manager, at 209-6200.

BM/jt

Bill

FYFINRPT

PAULA T. THOMPSON

CIRCUIT COURT CLERK

ELEVENTH JUDICIAL DISTRICT - HAMILTON COUNTY

500 COURTHOUSE - 625 GEORGIA AVENUE

CHATTANOOGA, TENNESSEE 37402-1497

423-209-6700

FAX 423-209-6701

JACQUELINE S. BOLTON
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: Paula Thompson
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, 2014.



Paula T. Thompson
Circuit Court Clerk

10-15-14

Date

CIRCUIT COURT CLERK - PAULA T. THOMPSON
A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE

BALANCE SHEET
June 30, 2014
(With comparative totals for 2013)

Unaudited

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2014	2013
ASSETS				
Cash and cash equivalents	\$ 335,460	\$ 1,252,647	\$ 1,588,107	\$ 1,402,243
Savings accounts and investments made on behalf of litigants and beneficiaries	-	2,565,174	2,565,174	2,924,339
Due from others	5,759	-	5,759	5,698
TOTAL ASSETS	<u>\$ 341,219</u>	<u>\$ 3,817,821</u>	<u>\$ 4,159,040</u>	<u>\$ 4,332,280</u>
LIABILITIES AND FUND BALANCE				
Liabilities:				
Undistributed funds held for litigants and beneficiaries	\$ -	\$ 3,652,589	\$ 3,652,589	\$ 3,814,243
Due to State of Tennessee	-	26,062	26,062	27,287
Due to Hamilton County	-	84,553	84,553	87,738
Due to others	-	54,617	54,617	58,668
Accrued and other liabilities	7,622	-	7,622	-
Total liabilities	<u>7,622</u>	<u>3,817,821</u>	<u>3,825,443</u>	<u>3,987,936</u>
Fund Balance				
Unassigned	<u>333,597</u>	<u>-</u>	<u>333,597</u>	<u>344,344</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 341,219</u>	<u>\$ 3,817,821</u>	<u>\$ 4,159,040</u>	<u>\$ 4,332,280</u>

The Notes to Financial Statements are an integral part of this statement.

CIRCUIT COURT CLERK - PAULA T. THOMPSON
A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE OF ALL GOVERNMENTAL FUNDS
Year Ended June 30, 2014
(With comparative totals for 2013)

Unaudited		
	2014	2013
REVENUES		
Fees and commissions (other than Data Processing)		
Circuit Division	\$ 834,940	\$ 846,973
General Sessions - Civil Division	1,000,990	997,377
Data processing fees		
Circuit Division	65,792	57,548
General Sessions - Civil Division	55,882	52,534
State grant	34,085	34,419
Interest	1,514	5,785
Total revenues	1,993,203	1,994,636
EXPENDITURES		
Circuit Court Clerk's salary	106,424	103,795
Other salaries		
Circuit Division	1,138,381	1,227,822
General Sessions - Civil Division	749,586	770,633
Miscellaneous	9,559	9,353
Total expenditures	2,003,950	2,111,603
Revenues over (under) expenditures	(10,747)	(116,967)
OTHER FINANCING SOURCES (USES)		
Excess fees returned from Hamilton County	-	192,194
Total other financing sources (uses)	-	192,194
Net change in Fund Balance	(10,747)	75,227
Fund Balance at Beginning of Year	344,344	269,117
Fund Balance at End of Year	\$ 333,597	\$ 344,344

The Notes to Financial Statements are an integral part of this statement.

CIRCUIT COURT CLERK - PAULA T. THOMPSON
A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES OF ALL AGENCY FUNDS
Year Ended June 30, 2014

Unaudited				
	Balance at July 1, 2013	Additions	Deductions	Balance at June 30, 2014
ASSETS:				
Cash and cash equivalents	\$ 1,063,597	\$ 7,131,274	\$ 6,942,224	\$ 1,252,647
Savings accounts and investments made on behalf of litigants and beneficiaries	2,924,339	626,617	985,782	2,565,174
TOTAL ASSETS	<u>\$ 3,987,936</u>	<u>\$ 7,757,891</u>	<u>\$ 7,928,006</u>	<u>\$ 3,817,821</u>
LIABILITIES:				
County Funds:				
Circuit Division:				
Litigation taxes	\$ 5,433	\$ 80,645	\$ 79,995	\$ 6,083
Litigation taxes - special purposes	3,267	45,300	45,138	3,429
Law library taxes	234	3,529	3,498	265
Sheriff costs	4,182	50,260	50,784	3,658
General Sessions - Civil Division:				
Litigation taxes	38,119	488,986	491,792	35,313
Litigation taxes - special purposes	10,947	140,405	141,170	10,182
Law library taxes	546	6,986	7,026	506
Sheriff costs	25,010	317,221	317,114	25,117
Totals - County Funds	<u>87,738</u>	<u>1,133,332</u>	<u>1,136,517</u>	<u>84,553</u>
State Funds:				
Circuit Division:				
State litigation taxes	5,626	84,554	83,713	6,467
Other	2,334	4,132	4,771	1,695
General Sessions - Civil Division:				
State litigation taxes	19,327	247,984	249,411	17,900
Totals - State Funds	<u>27,287</u>	<u>336,670</u>	<u>337,895</u>	<u>26,062</u>
Funds Held for Others:				
Circuit Division:				
Judgements for litigants and beneficiaries	3,431,069	2,117,110	2,271,590	3,276,589
Child support and alimony	-	25,295	25,295	-
Miscellaneous	5,343	87,258	88,719	3,882
General Sessions - Civil Division:				
Judgements for litigants and beneficiaries	383,174	3,664,609	3,671,783	376,000
Miscellaneous	53,325	393,617	396,207	50,735
Totals - Funds Held for Others	<u>3,872,911</u>	<u>6,287,889</u>	<u>6,453,594</u>	<u>3,707,206</u>
TOTAL LIABILITIES	<u>\$ 3,987,936</u>	<u>\$ 7,757,891</u>	<u>\$ 7,928,006</u>	<u>\$ 3,817,821</u>

The Notes to Financial Statements are an integral part of this statement.



S. LEE AKERS, 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. W. FRANK BROWN, III
CHANCELLOR PART 1

HON. JEFFREY M. ATHERTON
CHANCELLOR PART 2

JUDY HILLYER
CHIEF DEPUTY

EUGENIA ADAMS
CHIEF GUARDIAN DEPUTY

ANITA ROSS
CHIEF EQUITY DEPUTY

ANNE FRICKER
CHIEF PROBATE DEPUTY

SHANNON SHADRICK
CHIEF TAX DEPUTY

LIMATEEN SMITH
CHIEF FINANCIAL DEPUTY

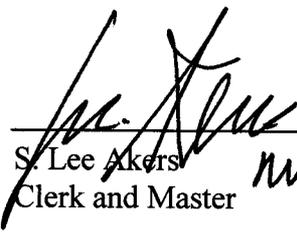
MEMORANDUM

TO: County Mayor Jim Coppinger
County Clerk Bill Knowles

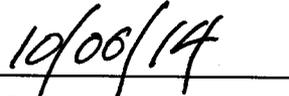
FROM: S. Lee Akers
Clerk and Master

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, 2014.



S. Lee Akers
Clerk and Master



Date

CLERK & MASTER - S. LEE AKERS
A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE

BALANCE SHEET

June 30, 2014

(With comparative totals for 2013)

UNAUDITED

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2014	2013
ASSETS				
Cash and cash equivalents	\$ 993,133	\$ 2,770,092	\$ 3,763,225	\$ 2,493,316
Savings accounts and investments made on behalf of litigants and beneficiaries	-	5,381,272	5,381,272	4,880,804
TOTAL ASSETS	\$ 993,133	\$ 8,151,364	\$ 9,144,497	\$ 7,374,120
LIABILITIES AND FUND BALANCE				
Liabilities:				
Undistributed funds held for litigants and beneficiaries	\$ -	\$ 5,616,561	\$ 5,616,561	\$ 5,309,788
Due to Hamilton County	-	759,592	759,592	-
Due to municipalities	-	365,538	365,538	84
Due to back tax attorneys	-	78,611	78,611	-
Due to others	-	1,331,062	1,331,062	1,010,030
Accrued and other liabilities	4,962	-	4,962	-
Total liabilities	4,962	8,151,364	8,156,326	6,319,902
Fund Balance				
Unassigned	988,171	-	988,171	1,054,218
Total fund balance	988,171	-	988,171	1,054,218
TOTAL LIABILITIES AND FUND BALANCE	\$ 993,133	\$ 8,151,364	\$ 9,144,497	\$ 7,374,120

The Notes to Financial Statements are an integral part of this statement.

CLERK & MASTER - S. LEE AKERS
A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE FOR ALL GOVERNMENTAL FUNDS
Year Ended June 30, 2014
(With comparative totals for 2013)

UNAUDITED

	<u>2014</u>	<u>2013</u>
REVENUES		
Chancery Court division	\$ 262,503	\$ 274,119
Delinquent tax division	1,722,316	1,696,153
Probate division	306,147	309,715
Interest	4,431	4,830
Total revenues	<u>2,295,397</u>	<u>2,284,817</u>
EXPENDITURES		
Clerk & Master's salary	106,424	103,795
Commissions paid to Clerk & Master	5,000	5,000
Other salaries and wages	1,335,472	1,271,721
Office equipment, maintenance and rentals	43,490	5,409
Contract Labor	11,520	-
Credit card processing fees	36,038	27,318
Miscellaneous	39,089	36,135
Total expenditures	<u>1,577,033</u>	<u>1,449,378</u>
Revenues over expenditures	718,364	835,439
OTHER FINANCING USES		
Excess fees remitted to Hamilton County	<u>784,411</u>	<u>570,270</u>
Net change in Fund Balance	(66,047)	265,169
Fund Balance at Beginning of Year	<u>1,054,218</u>	<u>789,049</u>
Fund Balance at End of Year	<u>\$ 988,171</u>	<u>\$ 1,054,218</u>

The Notes to Financial Statements are an integral part of this statement.

CLERK & MASTER - S. LEE AKERS
A CONSTITUTIONAL OFFICER OF HAMILTON COUNTY, TENNESSEE
STATEMENT OF CHANGES IN ASSETS AND
LIABILITIES OF ALL AGENCY FUNDS
Year Ended June 30, 2014

UNAUDITED

	Balance at July 1, 2013	Additions	Deductions	Balance at June 30, 2014
ASSETS:				
Cash and cash equivalents	\$ 1,439,098	\$ 15,274,655	\$ 13,943,661	\$ 2,770,092
Savings accounts and investments made on behalf of litigants and beneficiaries	4,880,804	2,496,477	1,996,009	5,381,272
TOTAL ASSETS	<u>\$ 6,319,902</u>	<u>\$ 17,771,132</u>	<u>\$ 15,939,670</u>	<u>\$ 8,151,364</u>
LIABILITIES:				
County Funds				
Delinquent property taxes, penalties and interest	\$ -	\$ 6,704,012	\$ 5,944,420	\$ 759,592
Litigation taxes - general	-	41,440	41,440	-
Litigation taxes - specific purpose	-	18,885	18,885	-
Law library	-	1,822	1,822	-
Sheriff costs	-	1,929	1,929	-
Totals - County Funds	<u>-</u>	<u>6,768,088</u>	<u>6,008,496</u>	<u>759,592</u>
State Funds				
Litigation taxes	-	43,342	43,342	-
Funds Held For Others				
Funds collected on behalf of litigants and beneficiaries	5,309,788	3,126,263	2,819,490	5,616,561
Delinquent property taxes, penalties and interest for municipalities	84	3,670,782	3,305,328	365,538
Attorneys' fees	-	737,087	658,476	78,611
Back tax sales	921,361	1,926,303	1,598,028	1,249,636
Other	88,669	1,499,267	1,506,510	81,426
Totals - Funds Held For Others	<u>6,319,902</u>	<u>10,959,702</u>	<u>9,887,832</u>	<u>7,391,772</u>
TOTAL LIABILITIES	<u>\$ 6,319,902</u>	<u>\$ 17,771,132</u>	<u>\$ 15,939,670</u>	<u>\$ 8,151,364</u>

The Notes to Financial Statements are an integral part of this statement.



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, 2014.

Bill Knowles
County Clerk

Date

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

BALANCE SHEET
June 30, 2014
(With comparative totals for 2013)

UNAUDITED

	Governmental Fund Type <u>General Fund</u>	Fiduciary Fund Type <u>Agency Funds</u>	Totals	
			<u>2014</u>	<u>2013</u>
ASSETS				
Cash and cash equivalents	\$ 712,657	\$ 2,224,332	\$ 2,936,989	\$ 2,994,239
Accounts receivable	17,860	2,215	20,075	17,851
TOTAL ASSETS	<u>\$ 730,517</u>	<u>\$ 2,226,547</u>	<u>\$ 2,957,064</u>	<u>\$ 3,012,090</u>
LIABILITIES AND FUND BALANCE				
Liabilities:				
Due to Hamilton County	\$ -	\$ 98,601	\$ 98,601	\$ 99,120
Due to State of Tennessee	-	1,977,445	1,977,445	1,953,881
Due to City of Chattanooga	-	34,930	34,930	31,385
Due to others	-	115,571	115,571	115,305
Accrued and other liabilities	102,973	-	102,973	121,351
Total liabilities	<u>102,973</u>	<u>2,226,547</u>	<u>2,329,520</u>	<u>2,321,042</u>
Fund Balance			1,248	1,248
Restricted for organ donor program	1,248	-	-	830
Restricted for computer-related purchases	51,050	-	51,050	-
Unassigned	575,246	-	575,246	688,970
Total fund balance	<u>627,544</u>	<u>-</u>	<u>627,544</u>	<u>691,048</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 730,517</u>	<u>\$ 2,226,547</u>	<u>\$ 2,957,064</u>	<u>\$ 3,012,090</u>

The Notes to Financial Statements are an integral part of this statement.

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, 2014
 (With comparative totals for 2013)

UNAUDITED

	2014	2013
REVENUES		
Motor vehicle fees	\$ 3,343,274	\$ 3,105,958
Business license fees	708,052	672,990
Motor vehicle online renewal fees	62,015	61,289
Marriage license fees	41,697	42,079
Boat registration fees	39,076	32,668
Notary fees	35,048	36,624
Data processing fees	132,035	27,517
Miscellaneous	29,499	32,669
Interest	3,427	3,836
Total revenues	<u>4,394,123</u>	<u>4,015,630</u>
EXPENDITURES		
County Clerk's salary	106,424	103,795
Other salaries	2,388,806	2,390,874
Contracted wages - temporary services	39,367	37,504
Computer equipment and supplies	81,814	54,043
Miscellaneous	50,476	29,199
Total expenditures	<u>2,666,887</u>	<u>2,615,415</u>
Revenues over expenditures	1,727,236	1,400,215
OTHER FINANCING USES		
Excess fees remitted to Hamilton County	<u>1,790,740</u>	<u>1,637,330</u>
Net change in Fund Balance	(63,504)	(237,115)
Fund Balance at Beginning of Year	<u>691,048</u>	<u>928,163</u>
Fund Balance at End of Year	<u>\$ 627,544</u>	<u>\$ 691,048</u>

The Notes to Financial Statements are an integral part of this statement.

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, 2014

UNAUDITED

	Balance at July 1, 2013	Additions	Deductions	Balance at June 30, 2014
ASSETS:				
Cash and cash equivalents	\$ 2,197,234	\$ 24,981,421	\$ 24,954,323	\$ 2,224,332
Accounts receivable	2,457	16,801	17,043	2,215
TOTAL ASSETS	<u>\$ 2,199,691</u>	<u>\$ 24,998,222</u>	<u>\$ 24,971,366</u>	<u>\$ 2,226,547</u>
LIABILITIES:				
County Funds				
Business tax	\$ -	\$ 5,367	\$ 4,136	\$ 1,231
Beer tax	96,628	956,325	958,206	94,747
Marriage licenses	2,089	22,886	22,724	2,251
Special motor vehicle tags	403	2,697	2,728	372
Totals - County Funds	<u>99,120</u>	<u>987,275</u>	<u>987,794</u>	<u>98,601</u>
State Funds				
Motor vehicle registration	947,871	13,378,561	13,242,372	1,084,060
Sales and use tax	991,662	9,883,714	9,993,851	881,525
Business tax	3,149	86,155	89,304	-
Notary commissions	547	7,150	6,850	847
Marriage privilege tax	10,395	124,328	124,026	10,697
Other	257	6,066	6,007	316
Totals - State Funds	<u>1,953,881</u>	<u>23,485,974</u>	<u>23,462,410</u>	<u>1,977,445</u>
Funds Held For Others				
City of Chattanooga - Motor vehicle renewals	31,385	410,915	407,370	34,930
Contractor - tenant escrow	115,305	11,838	11,572	115,571
Refunds	-	102,220	102,220	-
Totals - Funds Held For Others	<u>146,690</u>	<u>524,973</u>	<u>521,162</u>	<u>150,501</u>
TOTAL LIABILITIES	<u>\$ 2,199,691</u>	<u>\$ 24,998,222</u>	<u>\$ 24,971,366</u>	<u>\$ 2,226,547</u>

The Notes to Financial Statements are an integral part of this statement.



TELEPHONE
615 / 209-6560

Hamilton County Register

PAMELA HURST, REGISTER
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, 2014.

A handwritten signature in cursive script that reads "Pam Hurst", written over a horizontal line.

Pam Hurst
Register

9-11-14

Date

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

BALANCE SHEET
June 30, 2014
(With comparative totals for 2013)

(UNAUDITED)

	Governmental Fund Type	Fiduciary Fund Type	Totals	
	General Fund	Agency Funds	2014	2013
ASSETS				
Cash and cash equivalents	\$ 273,929	\$ 783,976	\$ 1,057,905	\$ 1,132,699
Accounts receivable	-	1,761	1,761	4,097
TOTAL ASSETS	\$ 273,929	\$ 785,737	\$ 1,059,666	\$ 1,136,796
LIABILITIES AND FUND BALANCE				
Liabilities:				
Due to State of Tennessee	\$ -	\$ 785,737	\$ 785,737	\$ 755,334
Accrued liabilities	12,625	-	12,625	31,448
Total liabilities	12,625	785,737	798,362	786,782
Fund Balance				
Unassigned	261,304	-	261,304	350,014
TOTAL LIABILITIES AND FUND BALANCE	\$ 273,929	\$ 785,737	\$ 1,059,666	\$ 1,136,796

The Notes to Financial Statements are an integral part of this statement.

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, 2014
(With comparative totals for 2013)

UNAUDITED

	2014	2013
REVENUES		
Commissions	\$ 218,415	\$ 224,872
Recording fees - deeds	168,170	173,792
Recording fees - mortgages	778,463	1,001,453
Recording fees - other	402,937	471,201
Probate fees	20,239	22,996
Data processing fees	112,692	131,396
Remote access fees	158,350	164,300
Certified copies and releases	10,982	12,052
Interest	2,277	2,825
Miscellaneous	24,668	20,305
Total revenues	<u>1,897,193</u>	<u>2,225,192</u>
EXPENDITURES		
Register's salary	106,424	103,795
Other salaries	604,510	574,515
Attorney fees	10,923	32,528
Reimbursement to GIS for document recording	2,598	2,370
Miscellaneous	11,866	10,935
Total expenditures	<u>736,321</u>	<u>724,143</u>
Revenues over expenditures	1,160,872	1,501,049
OTHER FINANCING USES		
Excess fees remitted to Hamilton County	1,136,234	1,314,368
Excess data entry fees remitted to Hamilton County	113,348	131,482
Total other financing uses	<u>1,249,582</u>	<u>1,445,850</u>
Net change in Fund Balance	(88,710)	55,199
Fund Balance at Beginning of Year	<u>350,014</u>	<u>294,815</u>
Fund Balance at End of Year	<u>\$ 261,304</u>	<u>\$ 350,014</u>

The Notes to Financial Statements are an integral part of this statement.

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, 2014

UNAUDITED

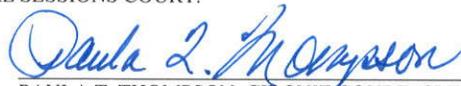
	<u>Balance at July 1, 2013</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance at June 30, 2014</u>
ASSETS:				
Cash and cash equivalents	\$ 751,237	\$ 9,050,837	\$ 9,018,098	783976
Accounts receivable	4,097	49,984	52,320	1,761
TOTAL ASSETS	<u>\$ 755,334</u>	<u>\$ 9,100,821</u>	<u>\$ 9,070,418</u>	<u>\$ 785,737</u>
LIABILITIES:				
State Funds				
State conveyance tax - deeds	\$ 476,300	\$ 6,141,733	\$ 6,040,669	\$ 577,364
State conveyance tax - mortgages	279,034	2,959,088	3,029,749	208,373
TOTAL LIABILITIES	<u>\$ 755,334</u>	<u>\$ 9,100,821</u>	<u>\$ 9,070,418</u>	<u>\$ 785,737</u>

The Notes to Financial Statements are an integral part of this statement.

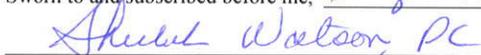
REPORT OF THE CLERK'S FEES COLLECTED AND DISBURSED BY THE
CIRCUIT COURT CLERK FOR THE MONTH OF JULY 2014

BALANCE OF FEES ON HAND AS OF JUNE 2014		249,391.14	
RECEIPTS FOR JULY 2014		<u>156,651.19</u>	
		406,042.33	
CLERK:			
Thompson, Paula T.	(8,429.84)		
CIRCUIT COURT:			
Bennett, Nancye	3094.02		
Collins, Chris	3346.51		
Crowe, Carolyn	1732.32		
Daniels, Sharon	5138.36		
Hensley, Erin	3015.20		
Highsmith, Christy	3352.98		
Hudson, Amy Millsaps	3263.10		
Mason, Chelsey	2680.76		
McConnell, Margaret	3377.52		
Moore, Kathy	4658.74		
Nolan, Heather	2917.76		
Novkov, Carole	2680.77		
Parham, Catherine	3670.44		
Ragsdale, Barbara	3106.92		
Rogers, Stormi	4658.74		
Rumfelt, Sherry	4621.11		
Sissom, Susan	6892.55		
Skolfield, Terri	3133.54		
Smith, Mildred	4658.74		
Tatum, Jean	10823.18		
Underwood, Karen Jones	4658.74		
Watson, Sheilah	4992.18		
Wheeler, Jacquelynn	4358.82		
Youngquist, Linda	<u>2621.88</u>	(97,454.88)	
SESSIONS COURT:			
Cox, Kelly	3234.48		
Emmett, Kimberly	3919.51		
Evans, Deborah	4658.74		
Gibson, Gena R.	3603.64		
Harper, Meghann	4249.94		
Lively, Jillian	2878.44		
Masterson, Nancy	6880.02		
Neighbors, Amy P.	5138.36		
Newman, Katie	2958.36		
Norman, Vanessa	3202.88		
Privett, Kimberly	2830.94		
Smith, Cherish	1344.00		
Sterling, Tajuana	3392.74		
Whitaker, Denise T.	3158.04		
White, Tabatha S.	4097.26		
Woods, Rethea	<u>3150.66</u>	(58,698.01)	(164,582.73)
MISCELLANEOUS EXPENSES			
1 ST Volunteer – 09D360 Ret. Ck.	75.00		
Republic Parking	<u>654.42</u>	(729.42)	
TOTAL EXPENSES		(165,312.15)	
EXCESS FEES		240,730.18	

I, PAULA T. THOMPSON, CLERK OF THE CIRCUIT COURT AND GENERAL SESSIONS COURT, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECEIPTS AND DISBURSEMENTS OF THE CIRCUIT COURT AND EXCESS FEES FROM THE GENERAL SESSIONS COURT.


PAULA T. THOMPSON, CIRCUIT COURT CLERK

Sworn to and subscribed before me, August 13, 2014



REPORT OF THE CLERK'S FEES COLLECTED AND DISBURSED BY THE
CIRCUIT COURT CLERK FOR THE MONTH OF AUGUST 2014

BALANCE OF FEES ON HAND AS OF JULY 2014		240,730.18
RECEIPTS FOR AUGUST 2014		<u>201,713.65</u>
		442,443.83
CLERK:		
Thompson, Paula T.	(10,537.30)	
CIRCUIT COURT:		
Bennett, Nancye	3867.54	
Collins, Chris	4183.12	
Daniels, Sharon	6422.95	
Hensley, Erin	3769.00	
Highsmith, Christy	4191.23	
Hudson, Amy Millsaps	4078.88	
Mason, Chelsey	3350.95	
McConnell, Margaret	4221.88	
Moore, Kathy	5823.43	
Nolan, Heather	3647.20	
Novkov, Carole	3350.96	
Parham, Catherine	4588.05	
Ragsdale, Barbara	3883.65	
Rogers, Stormi	5823.43	
Rumfelt, Sherry	5776.39	
Sissom, Susan	8615.70	
Skolfield, Terri	3076.93	
Smith, Mildred	5823.43	
Underwood, Karen Jones	5823.42	
Watson, Sheilah	6240.23	
Wheeler, Jacquelynn	5448.53	
Youngquist, Linda	<u>3277.35</u>	(105,284.25)
SESSIONS COURT:		
Cox, Kelly	4043.09	
Emmett, Kimberly	4899.38	
Evans, Deborah	5823.43	
Gibson, Gena R.	4504.55	
Harper, Meghann	5312.42	
Lively, Jillian	3598.05	
Masterson, Nancy	8600.02	
Neighbors, Amy P.	6422.95	
Norman, Vanessa	4003.60	
Poe, Katie	3697.95	
Privett, Kimberly	3538.68	
Smith, Cherish	1008.00	
Sterling, Tajuana	4240.94	
Whitaker, Denise T.	3947.55	
White, Tabatha S.	5121.57	
Woods, Rethea	<u>3938.32</u>	(72,700.50) (188,522.05)
MISCELLANEOUS EXPENSES		
1 ST Volunteer – 04D582 Ret. Ck.	101.00	
1 st Volunteer – 12C1224 Ret. Ck.	25.00	
Jury Account – Stop Pay Ck cashed	26.00	
Jean Wilson, Caterer	2230.00	
Kevin Rudek (per Court Order)	260.00	
Kevin Rudek (per Court Order)	1702.00	
Republic Parking	<u>654.42</u>	(4,998.42)
TOTAL EXPENSES		(193,520.47)
EXCESS FEES		248,923.36

I, LARRY L. HENRY, CLERK OF THE CIRCUIT COURT AND GENERAL SESSIONS COURT, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECEIPTS AND DISBURSEMENTS OF THE CIRCUIT COURT AND EXCESS FEES FROM THE GENERAL SESSIONS COURT.


LARRY L. HENRY, CIRCUIT COURT CLERK

Sworn to and subscribed before me, Sept 8, 2014
Sheilah Watson, DC.

REPORT OF THE CLERK'S FEES COLLECTED AND DISBURSED BY THE
CIRCUIT COURT CLERK FOR THE MONTH OF SEPTEMBER 2014

BALANCE OF FEES ON HAND AS OF AUGUST 2014		248,923.36
RECEIPTS FOR SEPTEMBER 2014		<u>401,321.78</u>
		650,245.14
CLERK:		
Henry, Larry L.	(6,322.38)	
CIRCUIT COURT:		
Bennett, Nancy	2320.51	
Collins, Chris	2509.88	
Crowe, Carolyn	577.44	
Daniels, Sharon	3853.77	
Hensley, Erin	2261.40	
Highsmith, Christy	2514.74	
Hudson, Amy Millsaps	2447.33	
Mason, Chelsey	2010.57	
McConnell, Margaret	2533.14	
Moore, Kathy	3494.06	
Nolan, Heather	2188.32	
Novkov, Carole	2010.57	
Parham, Catherine	2752.83	
Ragsdale, Barbara	2330.19	
Rogers, Stormi	3494.06	
Rumfelt, Sherry	3465.85	
Sissom, Susan	5169.42	
Skolfield, Terri	1846.16	
Smith, Mildred	3494.05	
Underwood, Karen Jones	3494.06	
Watson, Sheilah	3744.14	
Wheeler, Jacquelynn	3269.12	
Youngquist, Linda	<u>1966.41</u>	(63,748.02)
SESSIONS COURT:		
Cox, Kelly	2425.86	
Emmett, Kimberly	2939.63	
Evans, Deborah	3494.06	
Gibson, Gena R.	2702.73	
Harper, Meghann	3187.47	
Lively, Jillian	2158.83	
Masterson, Nancy	5160.02	
Neighbors, Amy P.	3853.77	
Norman, Vanessa	2402.16	
Poe, Katie	2218.77	
Privett, Kimberly	2123.21	
Smith, Cherish	1350.00	
Sterling, Tajuana	2544.56	
Whitaker, Denise T.	2368.53	
White, Tabatha S.	3072.95	
Woods, Rethea	<u>2363.00</u>	(44,365.55) (114,435.95)
MISCELLANEOUS EXPENSES		
COAT	525.00	
Hamilton County Trustee – Excess Fees	329,590.18	
Republic Parking	<u>654.42</u>	(330,769.60)
TOTAL EXPENSES		(445,205.55)
EXCESS FEES		205,039.59

I, LARRY L. HENRY, CLERK OF THE CIRCUIT COURT AND GENERAL SESSIONS COURT, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECEIPTS AND DISBURSEMENTS OF THE CIRCUIT COURT AND EXCESS FEES FROM THE GENERAL SESSIONS COURT.


LARRY L. HENRY, CIRCUIT COURT CLERK

Sworn to and subscribed before me, Oct 21, 2014


Sheilah Watson, DC

TO: Jim Coppinger, County Mayor, Hamilton County, Tennessee

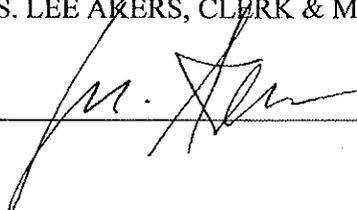
REPORT OF CLERK & MASTER'S FEES COLLECTED & DISBURSED AS OF JULY, 2014.

RECEIPTS						
Balance of fees on hand as of JUNE, 2014.				775,917.40		
Receipts and adjustments as of JULY, 2014.				240,903.79		
			TOTAL	1,016,821.19	1,016,821.19	
DISBURSEMENTS						
SALARIES						
Akers, S. Lee, C&M	8,416.17	Robinson, David	4,124.34			
Adkins, Barbara Lynn	3,525.32	Ross, Anita	5,462.45			
Akers, Camby	4,412.78	Sabo, Ashley	2,717.03			
Clark, Cheryll	3,152.02	Sanders, Wendi	3,563.42			
Davis, Karrie	2,710.09	Shadrick, Shannon	3,156.51			
Fricker, Anne	4,515.86	Shaheen, Melissa	2,756.24			
Green, Sharon	3,027.83	Simmons, Charlene	4,412.78			
Grimes, Belinda	2,480.69	Smith, Jenni	3,266.35			
Hogue, Joe	4,124.34	Smith, Limateen	4,412.78			
Jones, Julia	2,913.79	Smith, Lisa	4,412.78			
McGill, Michelle	3,525.32	Thurman, Tina	3,616.35			
McNair, Karen	3,107.32	Wise, Julie	3,145.86			
Moore, Virginia	3,325.67					
Potter, Janie	3,394.33					
Potter, Jessie	4,199.34	TOTAL SALARIES	101,877.76	101,877.76		
MISCELLANEOUS						
TAPTP (membership dues)				100.00		
Joseph Hogue (mileage reimbursement)				28.00		
David Robinson (mileage reimbursement)				56.00		
Transfer of data fees for March to 29900-DATA (Tax dept.)				2,260.38		
Transfer of data fees for April to 29900-DATA (Tax dept.)				4,393.24		
Transfer of data fees for May to 29900-DATA (Tax dept.)				2,642.79		
Transfer of data fees for June to 29900-DATA (Tax dept.)				1,945.80		
TOTAL MISCELLANEOUS				11,426.21	11,426.21	
				TOTAL DISBURSEMENTS	113,303.97	113,303.97
EXCESS FEES					903,517.22	
I certify the foregoing is a true report for the Clerk & Master's office for July, 2014.			S. LEE AKERS, CLERK & MASTER			
						

TO: Jim Coppinger, County Mayor, Hamilton County, Tennessee

REPORT OF CLERK & MASTER'S FEES COLLECTED & DISBURSED AS OF AUGUST, 2014.

RECEIPTS				
Balance of fees on hand as of JULY, 2014.				903,517.22
Receipts and adjustments as of AUGUST, 2014.				123,543.76
			TOTAL	1,027,060.98
DISBURSEMENTS				1,027,060.98
SALARIES				
Akers, S. Lee, C&M	8,429.84	Potter, Jesse	4,129.36	
Adkins, Barbara Lynn	3,531.52	Robinson, David	4,204.36	
Akers, Camby	4,423.90	Ross, Anita	5,488.36	
Clark, Cheryl	3,160.32	Sabo, Ashley	2,723.56	
Davis, Karrie	2,723.56	Sanders, Wendi	3,577.94	
Fricker, Anne	4,521.36	Shadrick, Shannon	3,160.34	
Green, Sharon	3,031.48	Shaheen, Melissa	2,759.60	
Grimes, Belinda	2,483.66	Simmons, Charlene	4,423.90	
Hogue, Joe	4,129.36	Smith, Jennie	3,270.30	
Jones, Julia	2,917.30	Smith, Limateen	4,423.90	
McGill, Michelle	3,531.52	Smith, Lisa	4,423.90	
McNair, Karen	3,111.06	Thurman, Tina	3,620.74	
Moore, Virginia	3,329.68	Wise, Julie	3,160.32	
Polovich, Michael	2,365.40			
Potter, Janie	3,406.16	TOTAL SALARIES	104,462.70	104,462.70
MISCELLANEOUS				
1 st TN bank (service charge)			149.40	
1 st TN bank (credit card fee)			61.01	
The Plaque Shack (Appreciation plaques for retirees)			80.00	
Republic Parking (Chancellors and employees parking)			1,258.50	
Robin Miller (Mileage/meal reimbursement for Co. Officials Orientation)			194.62	
WalMart (Supplies)			21.17	
Cheryll Clark, Shannon Shadrick, Karrie Davis, Ashley Sabo & Julie Wise (\$14.95 ea.) {Meal reimbursement/CTAS recert.}			74.75	
Bi-Lo (Supplies)			23.99	
Camby Akers (Mileage/meal reimbursement) {Annual TAPTP /meeting}			144.02	
Choo Choo BBQ			136.50	
University of Tennessee (CPA recertification fees for 11 deputy clerks)			1,100.00	
Embassy Suites (Lodging at County Officials Orientation)			131.25	
Federal Bank Shop			51.95	
Board of Professional Responsibility (Annual registration fee)			170.00	
Jean Wilson (Catering for retirement/swearing in receptions)			4,318.00	

Downey's Florist (Retirement/swearing in receptions)	650.00		
Tennessee Law Institute (CLE for Clerk & Master)	500.00		
Hamilton County Trustee	268.50		
TOTAL MISCELLANEOUS	9,333.66	9,333.66	
TOTAL DISBURSEMENTS		113,796.36	113,796.36
EXCESS FEES			913,264.62
I certify the foregoing is a true report for the Clerk & Master's office for August, 2014.	S. LEE AKERS, CLERK & MASTER 		

TO: Jim Coppinger, County Mayor, Hamilton County, Tennessee

REPORT OF CLERK & MASTER'S FEES COLLECTED & DISBURSED AS OF SEPTEMBER, 2014.

RECEIPTS

Balance of fees on hand as of AUGUST, 2014.	913,264.62	
Receipts and adjustments as of SEPTEMBER, 2014.	565,167.30	
TOTAL	1,478,431.92	1,478,431.92

DISBURSEMENTS

SALARIES

Akers, S. Lee, C&M	4,636.42	Potter, Jesse	4,129.36	
Adkins, Barbara Lynn	3,531.52	Robinson, David	4,129.36	
Akers, Camby	4,423.90	Ross, Anita	5,488.36	
Clark, Cheryl	3,160.32	Sabo, Ashley	2,723.56	
Davis, Karrie	2,723.56	Sanders, Wendi	3,577.94	
Fricker, Anne	4,521.36	Shadrick, Shannon	3,160.34	
Green, Sharon	3,031.48	Shaheen, Melissa	2,759.60	
Grimes, Belinda	2,483.66	Simmons, Charlene	4,423.90	
Hogue, Joe	4,204.36	Smith, Jennie	3,270.30	
Jones, Julia	2,917.30	Smith, Limateen	4,423.90	
McGill, Michelle	3,531.52	Smith, Lisa	4,423.90	
McNair, Karen	3,111.06	Thurman, Tina	3,620.74	
Moore, Virginia	3,329.68	Wise, Julie	3,160.32	
Polovich, Michael	3,153.86	Miller, Robin L.	3,793.50	
Burnette, Kelly	2,477.62			
Potter, Janie	3,406.16	TOTAL SALARIES	107,728.86	107,728.86

MISCELLANEOUS

1 st TN bank (service charge)	122.26	
1 st TN bank (credit card fee)	51.78	
Kelly Burnette (Reimbursement for uniforms, permit, etc.)	402.00	
Republic Parking (Chancellors and employees parking)	1,268.50	
David Robinson (Mileage reimbursement)	15.24	
Fouraker Reporting Services	90.00	
Shuford's Smokehouse	100.00	
Bi-Lo (Supplies)	70.07	
Robin Miller (Mileage/meal reimbursement-Clerks' Conference)	259.37	
Hamilton County Trustee	985,992.71	
Jeffrey Atherton (Reimbursement/judicial meeting)	125.72	
TOTAL MISCELLANEOUS	988,497.65	988,497.65

TOTAL DISBURSEMENTS 1,096,226.51 1,096,226.51

EXCESS FEES 382,205.41

I certify the foregoing is a true report for the Clerk & Master's Office for September, 2014.

ROBIN L. MILLER, CLERK & MASTER

Robin L. Miller

**REPORT OF W. F. KNOWLES, COUNTY CLERK
For The Month Ending July 31, 2014**

Fees Collected, July, 2014

269,108.45

Expenditures:

Salaries - 54 Clerks	288,766.18 *
Bank Service Charge	1,406.55
Miscellaneous	11,013.94
Notary	24.00
Parking	352.38
Temporary Agency	4,109.84
Tuition Reimbursement	<u>500.00</u>
Total Expenditures	306,172.89

Revenues Over/Under Expenditures

(37,064.44)

Previous Bank Balance

669,355.45

Balance

632,291.01

This is to certify that this is a true and correct report of the fee receipts and fee disbursement for the period.


William F. Knowles, County Clerk

**REPORT OF W. F. KNOWLES, COUNTY CLERK
For The Month Ending August 31, 2014**

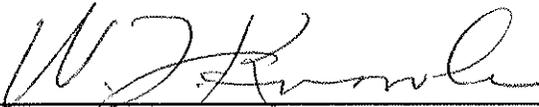
Fees Collected, August, 2014 **250,248.99**

Expenditures:

Salaries - 55 Clerks	195,300.18
Bank Service Charge	1,470.84
Notary	12.00
Parking	352.38
Supplies	145.44
Temporary Agency	<u>1,351.05</u>
Total Expenditures	198,631.89

Revenues Over/Under Expenditures	51,617.10
Previous Bank Balance	632,291.01
Balance	683,908.11

This is to certify that this is a true and correct report of the fee receipts and fee disbursement for the period.



William F. Knowles, County Clerk

**REPORT OF W. F. KNOWLES, COUNTY CLERK
For The Month Ending September 30, 2014**

Fees Collected, September, 2014

357,868.98

Expenditures:

Salaries - 55 Clerks	204,545.36
Bank Service Charge	918.76
Excess Fees	478,000.00
Notary	44.00
Miscellaneous	55.94
Parking	352.38
Supplies	<u>94.77</u>
Total Expenditures	684,011.21

Revenues Over/Under Expenditures

(326,142.23)

Previous Bank Balance

683,908.11

Balance

357,765.88

This is to certify that this is a true and correct report of the fee receipts and fee disbursement for the period.



William F. Knowles, County Clerk

Hamilton County Register
Balance Sheet
 As of July 31, 2014

Jul 31, 14

ASSETS	
Current Assets	
Checking/Savings	
Cash	1,078,030.47
Credit Card Collections	462.92
Efile Collections	21,472.14
Total Checking/Savings	1,099,965.53
Other Current Assets	
Accounts Receivable	5,763.00
Allowance for Bad Debts	-1,544.85
Receivables - Bad Checks	1,544.85
Total Other Current Assets	5,763.00
Total Current Assets	1,105,728.53
TOTAL ASSETS	1,105,728.53
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Overages	
Exp - Overages	-599.68
Receipts - Overages	599.68
Overages - Other	-43.45
Total Overages	-43.45
State Conveyance Tax Liability	
Exp - State Conveyance Tax	-63,090,431.57
Receipts - State Conveyance Tax	29,580,988.80
State Conveyance Tax Liability - Other	34,061,317.91
Total State Conveyance Tax Liability	551,875.14
State Mortgage Tax Liability	
Exp - State Mortgage Tax	-35,927,148.59
Rec - State Mtg Tax	17,671,461.72
State Mortgage Tax Liability - Other	18,466,243.39
Total State Mortgage Tax Liability	210,556.52
Total Other Current Liabilities	762,388.21
Total Current Liabilities	762,388.21
Total Liabilities	
Equity	762,388.21
Fund Balance	273,972.76
Net Income	69,367.56
Total Equity	343,340.32
TOTAL LIABILITIES & EQUITY	1,105,728.53

9:25 AM
08/01/14
Cash Basis

Hamilton County Register

Profit & Loss

July 2014

	Jul 14
Ordinary Income/Expense	
Income	
2% Credit Card Fee	217.22
Copies/Notaries	1,136.20
Data Extraction	0.00
Data Processing Fees	9,864.00
Efile Fee	1,560.00
Interest	196.53
Mail Fee	0.00
Mail Overages	378.43
Penalty	0.00
Plats	495.00
Probate Fees	1,896.00
Rec Fees - Deeds	15,530.00
Rec Fees - Deeds of Trust	69,421.00
Rec Fees - UCC Filings	0.00
Register Commission (2.4%)	18,749.00
Releases/Miscellaneous	34,021.50
Remote Access Fees	13,850.00
Tapes	900.00
Total Income	168,214.88
Expense	
Bank Credit Card Merchant Fees	211.29
Bank Service Charges	350.33
Cash Over-Short Item S Tax	0.17
Parking	347.84
Post Office Box Annual Rental	692.00
Salaries and Wages	87,577.69
Total Expense	89,179.32
Net Ordinary Income	79,035.56
Other Income/Expense	
Other Expense	
Excess Fees - DP to County	9,668.00
Total Other Expense	9,668.00
Net Other Income	-9,668.00
Net Income	<u>69,367.56</u>

Hamilton County Register
Balance Sheet
 As of August 31, 2014

Aug 31, 14

ASSETS	
Current Assets	
Checking/Savings	
Cash	1,337,926.06
Credit Card Collections	419.86
Efile Collections	15,367.05
Total Checking/Savings	1,353,712.97
Other Current Assets	
Accounts Receivable	6,610.04
Allowance for Bad Debts	-1,544.85
Receivables - Bad Checks	1,544.85
Total Other Current Assets	6,610.04
Total Current Assets	1,360,323.01
TOTAL ASSETS	1,360,323.01
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Overages	
Exp - Overages	-599.68
Receipts - Overages	599.68
Overages - Other	-43.45
Total Overages	-43.45
State Conveyance Tax Liability	
Exp - State Conveyance Tax	-63,642,311.57
Receipts - State Conveyance Tax	29,580,988.80
State Conveyance Tax Liability - Other	34,711,486.74
Total State Conveyance Tax Liability	650,163.97
State Mortgage Tax Liability	
Exp - State Mortgage Tax	-36,137,707.59
Rec - State Mtg Tax	17,671,461.72
State Mortgage Tax Liability - Other	18,735,288.52
Total State Mortgage Tax Liability	269,042.65
Total Other Current Liabilities	919,163.17
Total Current Liabilities	919,163.17
Total Liabilities	919,163.17
Equity	
Fund Balance	273,972.76
Net Income	167,187.08
Total Equity	441,159.84
TOTAL LIABILITIES & EQUITY	1,360,323.01

9:46 AM
09/02/14
Cash Basis

Hamilton County Register

Profit & Loss

August 2014

	Aug 14
Ordinary Income/Expense	
Income	
2% Credit Card Fee	165.36
Copies/Notaries	838.60
Data Extraction	0.00
Data Processing Fees	9,432.00
Efile Fee	1,578.00
Interest	209.06
Mail Fee	0.00
Mail Overages	328.78
Penalty	1,168.99
Plats	450.00
Probate Fees	1,853.00
Rec Fees - Deeds	15,605.00
Rec Fees - Deeds of Trust	70,076.00
Rec Fees - UCC Filings	0.00
Register Commission (2.4%)	22,604.00
Releases/Miscellaneous	30,194.00
Remote Access Fees	12,550.00
Tapes	600.00
Total Income	167,652.79
Expense	
Bank Credit Card Merchant Fees	271.97
Bank Service Charges	335.04
Parking	347.84
Salaries and Wages	59,014.42
Total Expense	59,969.27
Net Ordinary Income	107,683.52
Other Income/Expense	
Other Expense	
Excess Fees - DP to County	9,864.00
Total Other Expense	9,864.00
Net Other Income	-9,864.00
Net Income	<u>97,819.52</u>

Hamilton County Register
Balance Sheet
 As of September 30, 2014

Sep 30, 14

ASSETS	
Current Assets	
Checking/Savings	
Cash	929,665.33
Credit Card Collections	318.61
Efile Collections	19,407.46
Total Checking/Savings	949,391.40
Other Current Assets	
Accounts Receivable	5,906.00
Allowance for Bad Debts	-1,544.85
Receivables - Bad Checks	1,544.85
Total Other Current Assets	5,906.00
Total Current Assets	955,297.40
TOTAL ASSETS	955,297.40
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Overages	
Exp - Overages	-599.68
Receipts - Overages	599.68
Overages - Other	-43.45
Total Overages	-43.45
State Conveyance Tax Liability	
Exp - State Conveyance Tax	-64,292,480.57
Receipts - State Conveyance Tax	29,580,988.80
State Conveyance Tax Liability - Other	35,316,076.79
Total State Conveyance Tax Liability	604,585.02
State Mortgage Tax Liability	
Exp - State Mortgage Tax	-36,406,752.59
Rec - State Mtg Tax	17,671,461.72
State Mortgage Tax Liability - Other	19,001,167.07
Total State Mortgage Tax Liability	265,876.20
Total Other Current Liabilities	870,417.77
Total Current Liabilities	870,417.77
Total Liabilities	870,417.77
Equity	
Fund Balance	273,972.76
Net Income	-189,093.13
Total Equity	84,879.63
TOTAL LIABILITIES & EQUITY	955,297.40

8:55 AM
10/01/14
Cash Basis

Hamilton County Register
Profit & Loss
September 2014

	Sep 14
Ordinary Income/Expense	
Income	
2% Credit Card Fee	190.64
Copies/Notaries	883.47
Data Extraction	0.00
Data Processing Fees	8,946.00
Efile Fee	1,472.00
Interest	248.75
Mail Fee	0.00
Mail Overages	313.60
Penalty	300.42
Plats	375.00
Probate Fees	1,620.00
Rec Fees - Deeds	14,280.00
Rec Fees - Deeds of Trust	60,297.00
Rec Fees - UCC Filings	0.00
Register Commission (2.4%)	21,405.00
Releases/Miscellaneous	30,180.50
Remote Access Fees	14,150.00
Tapes	750.00
Total Income	155,412.38
Expense	
Bank Credit Card Merchant Fees	207.29
Bank Service Charges	292.20
GIS Recording expense	1,239.00
Parking	347.84
Salaries and Wages	59,014.42
Total Expense	61,100.75
Net Ordinary Income	94,311.63
Other Income/Expense	
Other Expense	
Excess Fees - DP to County	9,432.00
Excess Fees to County	441,159.84
Total Other Expense	450,591.84
Net Other Income	-450,591.84
Net Income	<u>-356,280.21</u>

**HAMILTON COUNTY, TENNESSEE
 REPORT OF INVESTMENT ACTIVITY
 FOR THE QUARTER ENDED 9/30/14**

CALL - Called Investment
 CD - Certificate of Deposit
 FHLB - Federal Home Loan Bank
 FHLMC-Federal Home Loan Mortgage Corp.
 GFB-Government Funds Savings
 INT- Interest
 INV - Invested
 LGIP - Local Government Investment Pool
 MAT - Matured
 WITH - Withdrawal

DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
	BALANCE						184,589,819	-	22,000,000
7/2/2014	Investment Pool	WITH		GFB			(6,000,000)		
	Revolving Credit Account #1	INT		GFB	504.69		505		
7/10/2014	Investment Pool	WITH		GFB			(8,000,000)		
7/11/2014	Investment Pool	WITH		GFB			(5,000,000)		
7/14/2014	Investment Pool	WITH		GFB			(2,000,000)		
7/15/2014	Investment Pool	WITH		GFB			(10,000,000)		
7/22/2014	Investment Pool	INV	2 Years	FHLMC		0.55			2,000,000
	Investment Pool	CALL	2 Years	FHLB	2,500	0.50			(2,000,000)
7/23/2014	Investment Pool	INV		GFB			2,000,000		
7/31/2014	Investment Pool	INT		GFB	47,550.97		47,551		
	2010A Recovery Zone Bonds	INT		GFB	904.21		904		
	2011 Bond Fund	INT		GFB	0.13		0.13		
	2013B Refunding Bonds	INT		GFB	1.40		1		
	Revolving Credit Account #1	INT		GFB	338.93		339		
	Teachers Retirement	INT		GFB	0.18		0.18		
8/6/2014	Revolving Credit Account #2	INV		GFB			30,000,000		
8/11/2014	Investment Pool	WITH		GFB			(10,000,000)		
8/13/2014	Investment Pool	WITH		GFB			(5,000,000)		

**HAMILTON COUNTY, TENNESSEE
REPORT OF INVESTMENT ACTIVITY
FOR THE QUARTER ENDED 9/30/14**

CALL - Called Investment
CD - Certificate of Deposit
FHLB - Federal Home Loan Bank
FHLMC-Federal Home Loan Mortgage Corp.
GFB-Government Funds Savings
INT- Interest
INV - Invested
LGIP - Local Government Investment Pool
MAT - Matured
WITH - Withdrawal

DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
8/22/2014	Revolving Credit Account	WITH		GFB			(925,000)		
8/25/2014	Investment Pool	WITH		GFB			(5,000,000)		
8/26/2014	Investment Pool	INV	2 Years	FHLB		0.625			5,000,000
8/28/2014	Investment Pool	WITH		GFB			(10,000,000)		
8/29/2014	Investment Pool	INT		GFB	27,476.05		27,476		
	2010A Recovery Zone Bonds	INT		GFB	604.37		604		
	2011 Bond Fund	INT		GFB	0.09		0.09		
	2013B Refunding Bonds	INT		GFB	0.93		1		
	Revolving Credit Account #1	INT		GFB	163.21		163		
	Revolving Credit Account #2	INT		GFB	5,342.46		5,342		
	Teachers Retirement	INT		GFB	0.18		0.18		
9/3/2014	Investment Pool	INV		GFB			10,000,000		
	Investment Pool	MAT		CD	78.00		(15,000)		
	Investment Pool	INV	1 Year	CD		0.48	15,000		
9/8/2014	2013B Refunding Bonds	WITH		GFB			(4,723)		
9/10/2014	Investment Pool	WITH		GFB			(5,000,000)		
	Investment Pool	WITH		GFB			(5,000,000)		
9/12/2014	2011 Bond Fund	WITH		GFB	0.03		(467)		
	Revolving Credit Account #1	INT		GFB	15.07		15		
	Revolving Credit Account #2	WITH		GFB			(215,825)		

**HAMILTON COUNTY, TENNESSEE
 REPORT OF INVESTMENT ACTIVITY
 FOR THE QUARTER ENDED 9/30/14**

CALL - Called Investment
 CD - Certificate of Deposit
 FHLB - Federal Home Loan Bank
 FHLMC-Federal Home Loan Mortgage Corp.
 GFB-Government Funds Savings
 INT- Interest
 INV - Invested
 LGIP - Local Government Investment Pool
 MAT - Matured
 WITH - Withdrawal

DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
9/15/2014	Revolving Credit Account #2	WITH		GFB			(1,497,975)		
9/17/2014	Investment Pool	WITH		GFB			(4,000,000)		
9/19/2014	Investment Pool	INV		FHLMC		0.70			4,000,000
9/30/2014	Investment Pool	INT		GFB	25,053.14		25,053		
	2010A Recovery Zone Bonds	INT		GFB	625.34		625		
	2013B Refunding Bonds	INT		GFB	0.25		0.25		
	Revolving Credit Account #2	INT		GFB	6,001.31		6,001		
	Teachers Retirement	INT		GFB	0.17		0.17		
	BALANCE						149,060,412	-	31,000,000

Interest Earnings to 9/30/14

Stormwater	571.79
County General	65,460.32
Debt Service	724.71
OPEB Trust	7.77
Employees Retirement	7.00
Teachers Retirement	0.70
Law Library	96.33
Economic Crimes	49.79
Gen. Govt. Bond Projects	(165.72)
Capital Projects	7,256.34
Industrial Development	1,576.34
Riverwalk	1,256.06
Recreation Capital Projects	(15.13)
Self Insurance	4,288.31
Liability Insurance	9,321.66
Hotel Motel	170.01
Juvenile Court Clerk	472.09
2010A Recovery Zone Bonds	2,135.66
2010B Taxable Bonds	548.49
2010C Recovery Zone E. D. Bonds	0.01
2011 Bond Issue	0.25
School Capital Projects	1,248.32
Criminal Court	515.77
2013A Bond Issue	0.03
2013B Refunding Bonds	3.11
Line of Credit	992.90
Line of Credit #2	11,343.77
Sheriff	1,368.95
Drug Enforcement	469.48
TN State Sexual Offenders	34.73
Sheriff's Special Projects	3.10
School	42,964.37
Investment Pool	-
TOTAL	<u><u>152,707.31</u></u>



Hamilton County Board of Commissioners

RESOLUTION

No. 1114-23

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE OATHS OF JUDICIAL COMMISSIONER, AND THE OATHS OF DEPUTY SHERIFF.

BE IT RESOLVED, By the Board of Commissioners, Hamilton County, Tennessee, in Session Assembled:--

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 the persons named on the attached listing labeled "**OATHS OF JUDICIAL COMMISSIONER**" 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 SHERIFF**" have taken the oath of office; and

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

1. That the persons named on the listing labeled "**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**" are hereby approved as applicants therefor; and
2. That the persons named on the listing labeled "**OATHS OF JUDICIAL COMMISSIONER**" are accepted and the oaths therefor are approved as taken; and

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 19, 2014

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

NOVEMBER 19, 2014

NAME	RESIDENCE	BUSINESS
Elivia Atkins	601 Corey Circle Ft. Oglethorpe, GA 30742 N/A	Advance America 5250 Brainerd Road Chattanooga, TN 37411 423-855-1903
Sherrie Becker	444 Fallen Leaf Drive Soddy Daisy, TN 37379 423-847-9025	HCDE 9517 W. Ridge Trail Road Soddy Daisy, TN 37379 423-843-4717
Dana M. Beltramo	711 Signal Mtn. Rd., #212 Chattanooga, TN 37405 423-972-4611	Self-Employed Same Same Same
Chris Blevins	504 Orr Street Chattanooga, TN 37405 423-802-3636	Sequatchie Concrete Service 406 S. Cedar Avenue S. Pittsburg, TN 37380 423-837-7913
Jason Booth	430 Gordon Pond Road Lafayette, GA 30728 706-638-5531	Titlemax of TN 4720 Rossville Blvd. Chattanooga, TN 37407 423-867-8099
Deborah Bostic	624 Valley Bridge Road Chattanooga, TN 37415 423-326-5547	Advance America 3849 Dayton Blvd., Ste. 109 Red Bank, TN 37415 423-877-0235
Vennesta Bowman	2408 E. 5th St. Chattanooga, TN 37404 423-622-1018	N/A N/A N/A N/A
Kathryn Braswell	987 Linden Hall Road Chattanooga, TN 37415 615-426-7801	Playcore - Gametime 401 Chestnut St., Ste. 410 Chattanooga, TN 37402 423-648-5897
Diana Holton Brimer	4001 Harbor Hill Road Chattanooga, TN 37416 423-838-5522	Aim to Serve 450 St. Andrew Ave. Murfreesboro, TN 37128 N/A
Marisa D. Brockway	2600 8th Avenue Chattanooga, TN 37407 423-664-2948	Lee-Smith Same Same 423-622-4161

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME	RESIDENCE	BUSINESS
Melissa Brown	741 Old Chattanooga Valley Rd. Flintstone, GA 30725 423-240-4770	Alexian Brothers 250 East 10th Street Chattanooga, TN 37402 423-634-0814
Sherri Rhodes Brown	815 Mel McDaniel Road Ringgold, GA 30736 423-304-6443	Eron H. Epstein 713 Cherry Street Chattanooga, TN 37402 423-267-1512
Michelle M. Canning	10419 Daffodil Circle Soddy Daisy, TN 37379 931-200-5405	SunTrust Bank 1969 Northpoint Blvd. Hixson, TN 37343 423-870-4363
Amber N. Cargile	902 Crest Drive Chickamauga, GA 30707 423-827-2236	Advance America 3707 Ringgold Road Chattanooga, TN 37412 423-493-0151
Mary Christopher	162 Lynda Circle Chattanooga, TN 37405 N/A	National Title Ins. 3952 Brainerd Road Chattanooga, TN 37411 423-624-4451
Amber Clift	211 Robert E. Lee St. Ft. Oglethorpe, GA 30742 706-996-5873	Advance America 5250 Brainerd Road Chattanooga, TN 37411 423-855-1903
Marlene Combs	1911 Dupont Street Hixson, TN 37343 423-596-1649	Advance America 3849 Dayton Blvd., Ste. 109 Red Bank, TN 37415 423-877-0235
Christopher Cooper	1613 Adair Avenue Chattanooga, TN 37412 423-987-1392	Advance America 4340 Ringgold Road Chattanooga, TN 37412 423-629-1657
Cindy Cooper	360 Carnation Street Chattanooga, TN 37419 423-315-3219	Advance America 5724 Hwy. 153, Ste. B Hixson, TN 37343 423-875-8230
Jeffrey L. Crabbe	12 Hidden Brook Lane Signal Mtn., TN 37377 423-886-4986	Suntrust Bank 1301 Taft Hwy. Signal Mtn., TN 37377 423-517-9238

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME	RESIDENCE	BUSINESS
Wendy Culpepper	216 Gracie Avenue Ringgold, GA 30736 352-697-2694	IBEW Local #175 3922 Volunteer Dr., Ste. 9 Chattanooga, TN 37416 423-894-3557
Taffy Dishroon	4979 Hwy. 27 Chattanooga, TN 37405 423-658-8086	City of Chattanooga 1001 Lindsay Avenue Chattanooga, TN 37402 423-643-6202
Cherena C. Dutt	516 S. Moore Road East Ridge, TN 37412 423-693-5409	Advance America 3849 Dayton Blvd., Ste. 109 Red Bank, TN 37415 423-877-0235
Brittany L. Eldridge	109 Woodvale Avenue Chattanooga, TN 37411 423-488-8616	Advance America 5724 Hwy. 153, Ste. B Hixson, TN 37343 423-875-8230
Jammaal S. Flanagan	710 Woodmore Lane Chattanooga, TN 37411 423-227-2209	Advance America 4340 Ringgold Road East Ridge, TN 37412 423-629-1657
Caren L. Giles	39 Rock Haven Lane Chickamauga, GA 30707 706-996-1603	Hutton 736 Cherry Street Chattanooga, TN 37402 423-643-9237
Kay Goodwin	289 McDonald School Road McDonald, TN 37353 423-322-1446	Suntrust Bank 9526 Apison Pike Ooltewah, TN 37363 423-910-6000
Linda Green	8179 Hwy. 301 Trenton, GA 30752 423-298-2741	T.V.F.C.U. 7442 Commons Blvd. Chattanooga, TN 37421 423-634-5200
Amanda Gregg	1434 Sedgefield Dr. Ooltewah, TN 37363 423-650-1864	Coldwell Banker Pryor Realty, Inc. 2125 Hickory Valley Rd. Chattanooga, TN 37421 423-894-6762
Tina M. Hales	1406 Blackwell Drive East Ridge, TN 37412 423-867-3900	The Plastic Surgery Group, P.C. 979 E. 3rd St., Ste. C920 Chattanooga, TN 37403 423-763-4521

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME	RESIDENCE	BUSINESS
Jodie Haney	484 Jacobs Road Ringgold, GA 30736 706-952-1454	Eron H. Epstein 713 Cherry Street Chattanooga, TN 37402 423-267-1512
Terry Taylor Hanner	1100 S. Highland Park Chattanooga, TN 37404 423-316-9480	J.M. Hanner Co. Same Same 423-629-8010
Jim Haseltine	722 Bacon Trl., #38 East Ridge, TN 37412 423-356-8711	Retired N/A N/A N/A
Lauren E. Hickman	9803 Old Montlake Road Soddy Daisy, TN 37379 423-322-1477	Integrity Chevrolet 6025 International Drive Chattanooga, TN 37421 423-855-0550
Kimberly Highfield	7807 Night Hawk Road Chattanooga, TN 37421 423-305-2578	E. Brainerd Church of Christ 7745 E. Brainerd Road Chattanooga, TN 37421 423-892-1389
Keplan M. Hinton	1503 West 49th St. Chattanooga, TN 37409 423-991-7324	Titlemax 6215 Lee Hwy. Chattanooga, TN 37421 423-553-0055
LaQuanda Johnson	3612 Wauchula Street Chattanooga, TN 37406 423-521-4007	Advance America 5425 Hwy. 153, Ste. B3 Hixson, TN 37343 423-870-2900
Lita A. Johnson	339 Craven Road Ringgold, GA 30736 706-935-8901	Silvey Sheet Metal Co., Inc. 901 E. 11th Street Chattanooga, TN 37403 423-267-7777
Jeannie Johnston	960 Cross Street Rossville, GA 30741 205-249-6324	Advance America 3707 Ringgold Road East Ridge, TN 37412 423-493-0151
Lora Sue Jones	105 Hargrave Road Rossville, GA 30741 423-320-5672	Advance America 3707 Ringgold Road East Ridge, TN 37412 423-493-0151

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME	RESIDENCE	BUSINESS
Norma Key	1325 Aurora Avenue Cleveland, TN 37311 423-457-5713	Advance America 5250 Brainerd Road Chattanooga, TN 37411 423-855-1903
Thomas Kitsmiller	3130 Water Front Drive Chattanooga, TN 37419 423-825-1242	Kitsmiller Solutions P.O. Box 1676 Chattanooga, TN 37401 423-595-2507
Angelia Leigh Land	241 Meadow Green Dr. Ringgold, GA 30736 423-394-7527	Advance America 4340 Ringgold Road East Ridge, TN 37412 423-629-1657
Andrea B. Lewis	6828 Hampton Wood Circle Hixson, TN 37343 423-503-0043	Insurity Group 6148 Lee Hwy., Ste. 206 Chattanooga, TN 37421 423-424-4669
Kay Lowry	5534 Old Hunter Road Ooltewah, TN 37363 423-238-9979	Eastside Utility District 3018 Hickory Valley Road Ooltewah, TN 37363 N/A
Lynn M. Mansfield	2609 Churchill Downs Circle Chattanooga, TN 37421 423-892-2478	Hamilton Cty. Real Property 123 E. 7th St., 4th Fl. Chattanooga, TN 37402 423-209-6444
Brittany R. Marcum	403 Golden Oaks Drive Hixson, TN 37343 423-870-9883	The U.P.S. Store 5928 Hixson Pike, Ste. A Hixson, TN 37343 423-842-1000
Kelley McDaniel	8424 Gypsy Lane Ooltewah, TN 37363 910-520-5145	The U.P.S. Store 5958 Snow Hill Rd., Ste. 144 Ooltewah, TN 37363 423-910-0123
John K. McGrew	38 View St. Kimball, TN 37347 423-593-8139	S.D.P. Corp. 1301 Riverfront Parkings, Ste. 100 Chattanooga, TN 37402 423-490-7400
Lisa Merritt	110 Hillvale Lane Loudon, TN 37774 615-318-2986	Plastic Omnium 5572 Little Debbie Pkwy., Ste. 124 Ooltewah, TN 37363 423-602-4563

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME	RESIDENCE	BUSINESS
Stephanie Morgan	5629 Misty Valley Drive Ooltewah, TN 37363 423-400-7401	Chatt. Bone and Joint Surgeons 1809 Gunbarrel Road Chattanooga, TN 37421 423-893-9020
April Newman	1138 Lightning Drvie Soddy Daisy, TN 37379 423-503-1344	Regions Bank 8535 Hixson Pike Hixson, TN 37343 423-842-0503
Therese A. Pendergrass	110 Brentwood Drive Red Bank, TN 37415 423-762-5503	Apex Electric Co., Inc. 3007 Calhoun Avenue Chattanooga, TN 37407 423-629-4343
Whitney Pennyman	1126 Maple Tree Lane Chattanooga, TN 37421 423-991-9371	Advance America 2288 Gunbarrel Rd., Ste. 134 Chattanooga, TN 37421 423-499-0787
Greg Petty	3729 Highland Circle Chattanooga, TN 37415 423-298-4149	Mary Sullivan Moore 622 Georgia Ave., Ste. 101 Chattanooga, TN 37402 423-933-1800
Karen S. Rhyne	671 Wildflower Circle Chattanooga, TN 37419 423-667-4484	Thornbury & Morgan 100 W. M.L.K. Blvd., Ste. 500 Chattanooga, TN 37402 423-756-2221
Casey W. Rowland	611 Hames Road Chickamauga, GA 30707 706-375-1408	McCallie School 500 Dodds Avenue Chattanooga, TN 37404 423-493-5613
William H. Runions	3983 N. Quail Lane Chattanooga, TN 37415 615-415-5450	Town of Signal Mtn. 1111 Ridgeway Avenue Signal Mtn., TN 37377 423-886-2177
Jessica M. Russell	8821 Lake Crest Circle Chattanooga, TN 37416 423-255-5622	Advance America 5425 Hwy. 153, Ste. B3 Hixson, TN 37343 423-870-2900
Kathryn M. Russell	3278 Ozark Circle Chattanooga, TN 37415 423-802-0591	McColpin, Coffman, et al 829 McCallie Avenue Chattanooga, TN 37403 423-756-0444

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME	RESIDENCE	BUSINESS
Jacquelyn S. Sampley	1436 Woodmore Lane Chattanooga, TN 37411 423-580-5200	Walgreens 2289 Gunbarrel Road Chattanooga, TN 37421 423-892-4932
Tommy C. Sampley III	1436 Woodmore Lane Chattanooga, TN 37411 423-596-0147	Dr. T. Clayton Sampley Same Same 423-315-6324
Brandi Schrimpsheer	607 Jackson Road Hixson, TN 37343 423-463-7944	Advance America 5724 Hwy. 153, Ste. B Hixson, TN 37343 423-875-8230
William G. Schwall	395 Gravitt Road Chickamauga, GA 30707 423-762-7067	Self-Employed 801 Broad St., Ste. 510 Chattanooga, TN 37402 423-755-6907
Jonathan Smalley	3019 Martin Road Chattanooga, TN 37415 423-280-0998	Regions 2128 Gunbarrel Road Chattanooga, TN 37421 423-634-4026
Deana M. Smith	170 River Pointe Dr., N.E. Charleston, TN 37310 423-303-9396	Chambliss, Bahner, et al 605 Chestnut St. Chattanooga, TN 37450 423-321-0459
Tamera L. Smith	8234B Middle Valley Road Hixson, TN 37343 423-994-8867	Cash Express 9413 Apison Pike, Ste. 100B Ooltewah, TN 37363 423-396-3600
Joseph Michael Stevens	28 Waheela Drive Chattanooga, TN 37404 423-779-4780	Advance America 5250 Brainerd Road Chattanooga, TN 37411 423-855-1903
Earlene P. Stewart	4716 Brentwood Drive Chattanooga, TN 37416 423-490-0151	Retired N/A N/A N/A
Amber Swafford	120 S. Stovall St. Ft. Oglethorpe, GA 30742 423-596-2995	Advance America 2288 Gunbarrel Rd., Ste. 134 Chattanooga, TN 37421 423-499-0787

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME	RESIDENCE	BUSINESS
Carlos Taylor	817 Shallowford Road Chattanooga, TN 37411 423-400-6842	State Farm 3501C Dayton Blvd. Chattanooga, TN 37415 423-870-1809
Hielene Tubbs	806 Southforke Way Cleveland, TN 37311 423-473-8363	Metro Service Agency 736 Market St., Ste. 600 Chattanooga, TN 37402 423-645-7888
Troy Underwood	1050 Cave Springs Road Hixson, TN 37343 423-400-1041	The Plaque Shack, Inc. 1899 Dayton Blvd. Chattanooga, TN 37415 423-558-0032
Joseph R. Wagner	122 Signal Point Road Signal Mtn., TN 37377 423-886-2420	Retired N/A N/A N/A
Kathy Walters	8809 Kelso Lane Chattanooga, TN 37421 423-991-2972	Therm-Con, LLC 700B Airport Road Chattanooga, TN 37421 423-894-8766
Carmen Yvette Ware	8815 Hurricane Manor Tr. Chattanooga, TN 37421 423-760-8381	The Ware Law Firm 730 Cherry St., Ste. 100 Chattanooga, TN 37402 423-208-9790
Lindsay Weaver	2716 Windthrush Drive Chattanooga, TN 37421 423-364-3384	F.S.G. Bank 531 Broad Street Chattanooga, TN 37402 423-308-2082
Angela Williams	110B Viewmont Lane Soddy Daisy, TN 423-255-6689	Advance America 5425 Hwy. 153, Ste. B3 Hixson, TN 37343 423-870-2900
Sherri G. Wilson	2317 Sanderling Court Soddy Daisy, TN 37379 423-304-4324	Erlanger Health System 975 East 3rd Street Chattanooga, TN 37403 423-778-4706
Elizabeth Winters	1322 Ely Road Hixson, TN 37343 423-443-0221	Advance America 4340 Ringgold Road East Ridge, TN 37412 423-629-1657

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
NOVEMBER 19, 2014**

NAME

RESIDENCE

BUSINESS

Lillian Young

801 Caldonia Street
Rossville, GA 30741
423-362-0075

Cumberland Title & Guaranty Co., LLC
1300 Broad St., Ste. 200
Chattanooga, TN 37402
423-643-4001

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF JUDICIAL COMMISSIONER
NOVEMBER 19, 2014**

The individuals listed below took the oath of office as Judicial Commissioner as prescribed by law.

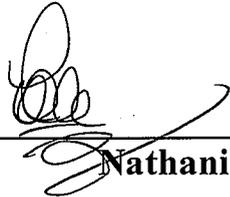
<u>NAME</u>	<u>DATE OF OATH</u>
Nathaniel Goggans	October 30, 2014
Ron Powers	October 30, 2014

**OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER**

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

I, Nathaniel Goggans, do solemnly swear that as Judicial Commissioner for Hamilton County, Tennessee, that I will support the Constitution of the United States and the Constitution of the State of Tennessee. I further solemnly swear that I will administer justice without respect of persons and that I will faithfully and impartially discharge all the duties incumbent upon me as Judicial Commissioner to the best of my skill and ability, so help me God.



Nathaniel Goggans

Sworn to and subscribed before me this 30th day of October, 2014.

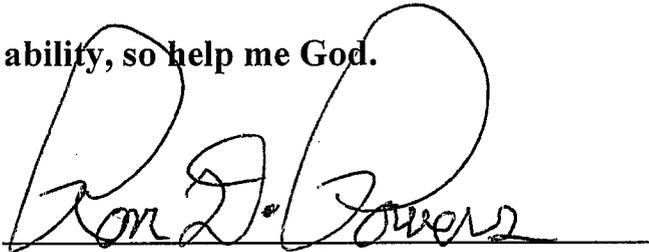


OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

I, Ron Powers, do solemnly swear that as Judicial Commissioner for Hamilton County, Tennessee, that I will support the Constitution of the United States and the Constitution of the State of Tennessee. I further solemnly swear that I will administer justice without respect of persons and that I will faithfully and impartially discharge all the duties incumbent upon me as Judicial Commissioner to the best of my skill and ability, so help me God.



Ron Powers

Sworn to and subscribed before me this 30th day of October, 2014.



Clifton J. Jones

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFF
NOVEMBER 19, 2014**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Brandon Luke Conley	Nov. 4, 2014
Colby Treston Cook	Nov. 4, 2014
Mike Deleon	Nov. 4, 2014
Mitchell Irwin Gilmore	Nov. 4, 2014
Tyler Martin Holland	Nov. 4, 2014
Ashley Marie Kramer	Nov. 4, 2014
Marlos Demetrius Moore	Nov. 4, 2014
Dustin Blake Robertson	Nov. 4, 2014
Jodi Scott Terry	Nov. 4, 2014

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
4th day of NOV, 2014.

W. J. Knowles.....

By Lance Keppel.....

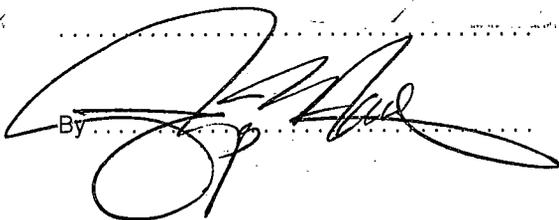
Brandon Luke Conley.....
Brandon Luke Conley

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
4 day of November, 2014.

By 

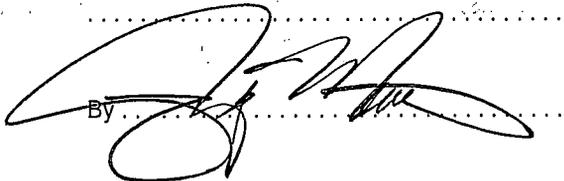

Colby Treston Cook

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
4th day of November, 2014.

By 

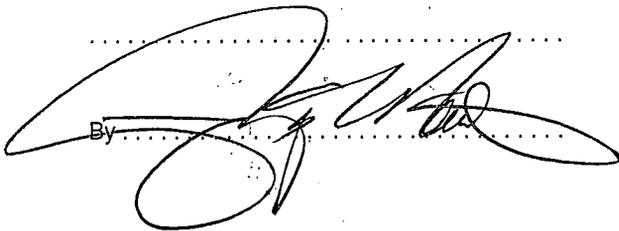

Mike Deleon

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
4th day of NOVEMBER, 2014.

By 


.....
Mitchell Irwin Gilmore

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
4th day of Nov, 2014.

W. F. Knowles.....

By Luke Peppel.....


Tyler Martin Holland

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
4th day of Nov, 2014.

W. J. Knowles

By Leanne Kuper



Ashley Marie Kramer

Ashley Marie Kramer

STATE OF TENNESSEE }
Hamilton County } ss.

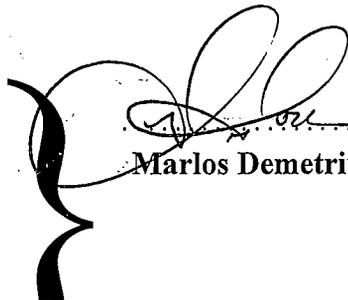
I, **Marlos Demetrius Moore**....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed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

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

Sworn to and subscribed before me this
4th day of NOV, 2014.

W. F. Knowles.....

By... Lukie Roper.....

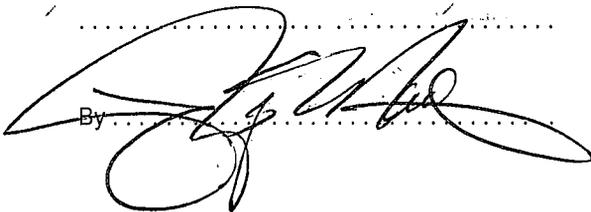

.....
Marlos Demetrius Moore

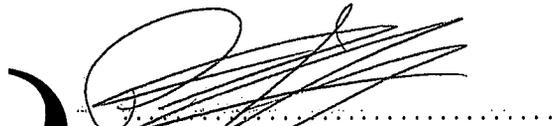
STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
4th day of NOVEMBER, 2014.

By 


Dustin Blake Robertson

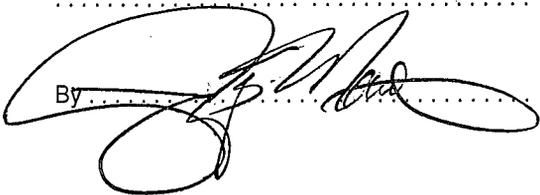
STATE OF TENNESSEE }
Hamilton County } ss.

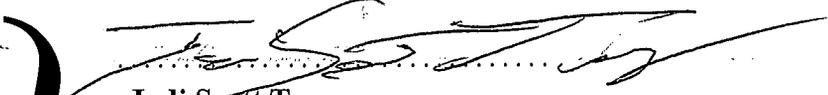
I, **Jodi Scott Terry**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James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

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

Sworn to and subscribed before me this

4th day of NOVEMBER, 2014.

By 


Jodi Scott Terry



Hamilton County Board of Commissioners RESOLUTION

No. 1114-9A

A RESOLUTION ACCEPTING THE BID OF CWC OFFICE FURNISHINGS FOR FURNITURE FOR THE CRIMINAL COURTS AMOUNTING TO \$59,820.24 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for office furniture for the Criminal Courts; and,

WHEREAS, this contract unit pricing will allow other departments to buy off contract for twelve months; and,

WHEREAS, the bid from CWC Office Furnishings amounting to \$59,820.24 was considered to be the lowest and best bid received; and,

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

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

That the bid of CWC Office Furnishings for furniture for the Criminal Courts amounting to \$59,820.24 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

November 19, 2014

Date

BID SPECIFICATIONS

I. GENERAL INSTRUCTIONS AND REQUIREMENTS

- A. **Bid Number:** The County has assigned the following identification number to this document. This number should be referenced in all communications regarding the bid:

Bid # 0914-044: Criminal Court Furniture

- B. **Point of Contact:** This bid is issued by the Purchasing Department of Hamilton County, Tennessee. The primary point of contact for this bid shall be:

Linda Chumbler
Hamilton County Purchasing Department
117 East Seventh Street
Chattanooga, TN 37402
Fax: (423) 209-6351
Email: LindaC@hamiltontn.gov

II. BID PROCEDURES AND GUIDELINES

A. **Submission of Bids**

The proposer must complete and deliver two (2) hard copies of its response document in a sealed envelope before 11:00 a.m. (ET) on October 13, 2014 to the Hamilton County Purchasing Director at the address specified below:

Gail B. Roppo
Director of Purchasing
Hamilton County Purchasing Department
117 East Seventh Street, 5th Floor
Chattanooga, TN 37402

The sealed bid response envelope shall be clearly labeled as "BID # 0914-044: Criminal Court Furniture". If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

B. **Opening of Bids for Evaluation**

Bids are scheduled to be opened for evaluation on October 13, 2014 at 11:00 a.m. (ET). As stated in Section II. A. (above), no bids will be accepted once the opening time has arrived.

C. **Bid Award**

This bid will be awarded on an all or nothing basis.

III. BID RESPONSE FORMAT AND CONTENT

All responses shall be submitted in accordance with the instructions provided in this bid.

- The bid response must include a point-by-point response to the items. If no specific information is required from the provider, "Understand and Comply" will be an acceptable response. Utilize Attachments A and B for your response, attaching additional information and pages as necessary.
- The bid must include an explanation of any exceptions to the stated requirements. Failure to indicate any exception will be interpreted as the bidder's intent to comply with the requirements as written in the bid documents.
- By the act of submitting a bid, bidder accepts the general terms and conditions as listed and attached.
- The response documents must be signed by a person or persons legally authorized to bind the provider to this contract. The signer's title, contact information, and the date of approval should also be provided in Attachment C which follows.

IV. BID SPECIFICATIONS

A. Brand Requirements

These items, manufactured by **Encore and Lesro**, have been selected and must be quoted as specified. No substitutions will be accepted or allowed. Any company quoting substitute products will be disqualified and will not be considered.

Quoting and installing dealer must be currently certified dealers of both Encore and Lesro and be located no more than 45 miles from the Hamilton County TN Courts Building or Courthouse. Documentation should be submitted to substantiate this requirement.

B. Item Listing

Volumes for each item are included on Attachment B – Pricing Proposal. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Please note that volumes could increase slightly based on changes in business needs, however it will not likely decline.

C. Delivery and Installation Requirements

Inside delivery, set up, and installation will be required to accommodate the schedule of the Court and must be pre-arranged through Gail B. Roppo, Director of Purchasing (423.209.6355).

Installation of pedestal base jury chairs may need to occur after 4:00 p.m. on a week day or on the weekend to accommodate the Court schedule at that time. One week advance notice is required prior to actual delivery and must be planned to accommodate the Court schedule. The current pedestal base jury chairs will be removed by the Hamilton County Maintenance Department prior to the scheduled installation.

Furniture will be delivered to, set up and installed on site at the Courts Building (600 Market Street, 3rd Floor, Chattanooga, TN), or as otherwise specified in subsequent additional orders. Vendor will

place furniture as designated in areas as directed by Hamilton County. Vendor is expected to provide on-site supervision and oversight throughout the delivery and installation process.

Vendor will uncrate, remove and dispose of all delivery and packing materials/boxes from the site on the day of delivery and/or installation. Disposal is the sole responsibility of the vendor.

D. On-going Authorized Dealer Support & Service

Any factory certified Lesro or Encore dealer must be located no more than 45 miles from the Hamilton County TN Courts Building or Courthouse for support and service.

E. Additional Purchases

Additional Hamilton County departments must be allowed to buy off of this contract, as specified in Items IV.F and IV.G below, which could increase volumes over the term of this contract. Delivery requirements on any additional items would be negotiated at the time of order.

F. Pricing Guarantees on Selected Items

Prices for the specific items listed on the attached bid must be guaranteed for 12 months after the approval of the recommendation by the Hamilton County Commission. Additional purchases on these items will be allowed and prices will be guaranteed during this 12 month period. If a different grade of fabric were to be selected on future items, pricing adjustments would be allowed as appropriate for the fabric grade.

G. Pricing Guarantees on Other Items in Selected Lines

Additionally, we must be able to purchase other items in the Lesro Newport and Encore Realm lines included in this bid, at a specified discount off of the Manufacturer's list price for the same 12 month price guarantee period. A current manufacturer's price list, to include the full line listing, along with your proposed discount, stated as a percentage off list, must be submitted as a part of this bid.

H. Damages and Item Replacement

Any items which are determined to be damaged after offices are occupied must be replaced or repaired within 2 weeks of report of the problem to the bidding company.

I. Product Warranties

It is our understanding that these products are covered by a manufacturer's warranty. Please include a copy of each manufacturer's warranty relative to each of these lines with your bid.

J. Delivery / Shipping / Installation Charges

Any shipping, delivery and/or installation charges must be included in the unit pricing and not charged separately. Additionally, no additional fuel surcharges are allowed.

K. Insurance Requirements

Hamilton County requires that the successful bidder have the following insurance coverages at the time of each delivery and installation:

1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Products/Completed Operations
 - iii. Contractual
 - iv. Independent Contractors
 - v. Broad Form Property Coverage
 - vi. Personal Injury
2. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-owned Autos
 - iii. Hired Autos
3. *Workers' Compensation and Employers' Liability Insurance*: Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

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

Proof of Insurance must be provided by the successful bidder at the time the bid is awarded.

L. Payment Terms

Payment will be made for items as they are ordered, satisfactorily delivered and installed, free of defect.

ATTACHMENT A – BID RESPONSE FORM

Please use the table below to indicate your point-by-point response to the “Bid Specifications” section. If you understand and can comply with the requirement please place an “X” in the column labeled “Understand & Comply”. If you have exceptions or cannot meet a requirement please place an “X” in the column labeled “Exception Noted – Attach Explanation”. Attach additional pages to explain any exceptions you note in the table below – identifying each by section number.

Factory Certified Bidding Firm Name & Location: _____

Factory Certified Ongoing Dealer Service & Support Name: _____

Document Section IV	Bid Specification Description	Understand & Comply	Exception Noted <i>Attach Explanation</i>
A.	Brand Requirements – Encore and Lesro lines/models as indicated. Factory certification required by both manufacturers (<i>attach supporting documentation</i>).		
C.	Delivery and Installation Requirements		
	<ul style="list-style-type: none"> • Installation and set up will be done on site at the time of delivery 		
	<ul style="list-style-type: none"> • All delivery materials and boxes will be removed at the time of set up and installation 		
	<ul style="list-style-type: none"> • Provide your delivery lead time if awarded this bid in terms of days from receipt of a purchase order. (<i>if lead time varies by item, attached additional pages</i>) <ul style="list-style-type: none"> ○ Encore Delivery Lead Time (days): ○ Lesro Delivery Lead Time (days): 		Specify Lead Time in days: Encore: Lesro:
D.	Ongoing Factory Certified Dealer Service & Support no more than 45 miles		
E.	Additional Purchases allowed on contract for 12 months		
F.	Pricing Guaranteed for 12 months on all quoted items		
G.	Pricing Discount on other items in selected lines for 12 months		
	<ul style="list-style-type: none"> • Attach a copy of the price list for the lines in the quote 		
	<ul style="list-style-type: none"> • Specify your proposed % discount off the manufacturer’s list price for the 12 month period • Manufacturer’s list price for all items in these lines is attached. 		Specify Discount Off List: Encore: Lesro:
H.	Damage and Item Replacement		
I.	Product Warranties (<i>attach copy of full warranty for each</i>)		
J.	Inside Delivery, Shipping and/or Installation Charges included in product price		
K.	Insurance Requirements		
L.	Payment Terms		

ATTACHMENT B – BID RESPONSE FORM

Firm Name & Location: _____

Note: In the event of calculation errors, unit price per item will govern.

Brand/ Item Number	Item Description	Fabric Grade/Color	Total Number	Unit Price per Item (\$)	Total Price (\$)
Encore Realm – 4157H	(Attorney Chairs) High Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon	Grade 3: Phoenix Admiral (PH-004)	18		
Encore Realm – 4157M	(Staff / Witness / Jury Extra Chairs) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon	Grade 3: Phoenix Admiral (PH-004)	11		
Encore Realm – 4155M	(Bailiff / Court Officer Chairs) Mid Back Conference Executive Swivel Tilt No Arms - Armless Caster Base – Black Nylon	Grade 3: Phoenix Lava (PH-006)	12		
Encore Realm – 4157M - J	(Jury Box Chairs) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Jury Base – Black <i>Notes: Standard Cylinder height 17" – 17 ½" to the top of the seat; Vertical Adjustment to be locked at fixed height by factory prior to shipping; Pedestal bases self-return to center position; Pedestal bases are Black in color.</i>	Grade 3: Phoenix Admiral (PH-004)	40		
Encore Realm – 4157M - STC	(Deliberation Room Chairs) Mid Back Conference Executive Swivel Tilt Fixed Cantilever Arm Caster Base – Black Nylon Soft Tread Casters	Grade 3: Phoenix Specific Color TBD (PH-00X) <i>Note: Color will be specified at time of order.</i>	42		
Lesro Newport Guest Chair N1401G5	(Waiting/Staging Chairs) Black Metal Finish No Arm Caps	Grade 5: Kilkenny Tweed Nightshade (KIL2917)	21		
Lesro Newport Ganging Brackets N0GB	(Waiting/Staging Chairs) Black Metal Finish	Black Metal Finish	18		
TOTAL BID AMOUNT					

ATTACHMENT C – AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

BID# 0914-044 CRIMINAL COURT FURNITURE

VENDORS

Staples

Dale Roesel
2158 Northgate Park Lane
Suite 216
Chattanooga, TN 37415
423-667-5164
dale.roesel@staples.com

Bentco

Edward Bentley
1501 Stuart Street
Chattanooga, TN 37406
423-756-4437
edwardb@bentcooffice.com

C-W-C

Jeff Allen / Mical Traynor
631 Broad Street
Chattanooga, TN 37402
423-385-1536
Jeff.allen@c-w-c.com
Mical.traynor@c-w-c.com

Office Coordinators, Inc.

Tripp Goodman
326 East Main Street
Chattanooga, TN 37404
423-756-4531
trippg@officecoordinators.com

NOI

Nancy Mathis
4167 S. Creek Road
Chattanooga, TN 37406
423-629-6100
nancy@noi-tn.com

My Office Products

Diana Martin
409 Paragon Drive
Chattanooga, TN 37415
423-785-7293
Diana.martin@myofficeproducts.com

Please run the attached ad on October 4, 2014, in the legal notices.

LEGAL NOTICE

Bids for Criminal Court furniture will be opened at 11:00 AM (ET) on October 13, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350.

Gail B. Roppo
Director of Purchasing



Criminal Court Furniture
 Monday, October 13, 2014

Criminal Cout
 11:00 A.M.

Vendors:	CWC Office Furnishings	Office Coordinators, Inc.	Bentco Office Solutions, LLC	Staples
	HC	HC	HC	
Total Bid Price:	\$59,820.24	\$62,094.97	\$63,495.00	\$65,146.90
Delivery:	28-35 days	4-6 Weeks	4 weeks	28-35 days
Terms:	?	50% down/Net 10	Net 10	?

Request for Bids:	
Newspaper Ad:	10/3/2014
Vendor Notifications:	6
Vendor Response:	4
Budgeted:	Bond Fund



Hamilton County Board of Commissioners RESOLUTION

No. 1114-24

(P.C. NO. MR-2014-104)

A RESOLUTION GRANTING ABANDONMENT OF AN UNOPENED RIGHT-OF-WAY LOCATED ON THE 11300 BLOCK OF BATES ROAD

WHEREAS, Ronnie L. Chapman petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant abandonment of an unopened right-of-way located on the 11300 Block of Bates Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Ronnie L. Chapman 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 November 19, 2014, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from abandonment of an unopened right-of-way located on the 11300 Block of Bates Road. Abandonment of area totaling 1115.24 square feet, beginning 47.64 feet northwest of the northernmost corner of Tax Map 161-076, thence southwest 76.67 feet, thence north 35.01 feet, thence east 64.15 feet to the point of beginning, being of portion of the property described in Deed Book 6996, Page 165, ROHC. Adjacent to Tax Map 161-076 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

November 19, 2014

Date

STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	MR-2014-104	PC Meeting Date: 10-13-14
Applicant Request:	Abandonment of portion of unopened street right-of-way	
Property Location:	11300 Block Bates Road	
Property Owner:	Ronnie L. Chapman	
Applicant:	Same	
Staff Recommendation:	APPROVE	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant requests abandonment of a leftover portion of Hamilton County unopened right-of-way to combine with adjacent State of Tennessee right-of-way currently under contract to purchase.

Site Description

The 1,115-square-foot site is a small, triangle-shaped tract and is surrounded by unopened State of Tennessee right-of-way. Adjacent to the unopened areas of state and county right-of-way are single-family residential uses which include the property owned by the applicant. The site is northeast of the intersection of Bates Road at Apison Pike.

Zoning History

This site was originally obtained approximately ten years ago by the State of Tennessee and Hamilton County for the widening of the intersection of Bates Road at Apison Pike.

Plans/Policies

There is no adopted land use plan for this site.

Right-of-way (ROW) Abandonment and Closure requests are reviewed using the Right-of-Way Closure and Abandonment Policy adopted by the Chattanooga-Hamilton County Regional Planning Commission in January 1997.

Review of rights-of-way for closure is based on a tiered classification. This right-of-way is Tier 3, rights-of-way which are not currently opened or which have never been opened. Applications for closure and abandonment on Tier 3 rights-of-way are reviewed using the adopted review factors and according to the tenets of this policy.

STAFF CASE REPORT TO PLANNING COMMISSION

The staff recommendation for this request was based on an evaluation of the following review factors. Each factor is followed by staff's comments:

FACTOR	STAFF COMMENTS
1. Width of the ROW	Width of the ROW is 35 feet +/-
2. Presence of or potential for the location of utilities	EPB has electrical and communications facilities in the ROW; however, they will not object to the closure provided the ROW is reserved for the operation, maintenance, rebuilding, and replacement of these facilities and for ingress and egress to them.
3. Currently open to traffic	Currently not open to traffic
4. Potential for future use or which provide future connections to the existing street pattern or could provide needed services, and which are integral to the community's future development (i.e., access to abutting property, bypass for other streets, parking, etc.).	Limited potential for future use or future connections as the ROW is surrounded by State of Tennessee ROW, which the applicant is under contract to purchase
5. Type/condition of surface	ROW is unpaved and covered with grass.
6. Topography/grade – can it be built?	The existing topography does not preclude improvement of this ROW.
7. Will the closure and abandonment land-lock any property? If so, has a subdivision plat been submitted which eliminates this situation?	Adjacent properties will retain access on Bates Road.
8. Extenuating circumstances as specified by the applicant, e.g. necessary for expansion of a business or industry.	The applicant intends to combine the ROW, along with State ROW, which he is currently under contract to purchase, with the adjacent property which he owns.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

Additional requirements, if needed, are indicated by department below either as comments or as conditions recommended to be attached to the final resolution.

RPA Summary

The Regional Planning Agency is recommending approval of this closure request because adjacent properties will retain access on Bates Road. Furthermore, there is limited potential for future use of the right-of-way because it is surrounded by State of Tennessee right-of-way, which the applicant is under contract to purchase. Staff recommends, following Planning Commission action that the closure request

STAFF CASE REPORT TO PLANNING COMMISSION

should not be finalized by the County Commission until after the state right-of-way portion for this location has been purchased by the applicant.

RESOLUTION

WHEREAS, Ronnie L. Chapman petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the abandonment of an unopened right-of-way located on the 11300 Block of Bates Road.

Abandonment of area totaling 1115.24 square feet, beginning 47.64 feet northwest of the northernmost corner of Tax Map 161-076, thence southwest 76.67 feet, thence north 35.01 feet, thence east 64.15 feet to the point of beginning, being of portion of the property described in Deed Book 6996, Page 165, ROHC. Adjacent to Tax Map 161-076 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on October 13, 2014,

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on October 13, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



MR 2014-104 Abandonment of a Portion of the 11300 blk of Bates Rd

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. MR-2014-104:
 Approve



200 ft



Chattanooga Hamilton County Regional Planning Agency





Hamilton County Board of Commissioners

RESOLUTION

No. 1114-25A

(P.C. NO. 2014-119)

**A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT TO C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT, PROPERTY LOCATED ON
THE 9700 BLOCK OF EAST BRAINERD ROAD**

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, 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 November 19, 2014, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road. An unplatted tract of land located on the 9700 Block of East Brainerd Road, beginning at the northeast corner of Tax Map 172-056 and going 401.85 feet southwest, thence 228.84 feet east, thence 1266.93 feet southwest, thence 1260.39 feet northwest, thence 1549.83 feet northeast, thence 1349.81 feet southeast to the point of beginning, being the properties described in Deed Book 7292, Page 572, Deed Book 10249, Page 901, and Deed Book 2842,

Page 978, ROHC. Tax Maps 172-056, 056.01, and 064 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

November 19, 2014

Date

STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-119	PC Meeting Date: 10-13-14
Applicant Request:	Rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District	
Property Location:	9700 block East Brainerd Road	
Property Owner:	Barbara M. DeVille / ANT Group, LLC	
Applicant:	Neuhoff Taylor Architects	
Staff Recommendation:	APPROVE "PHASE 1" PORTION OF REQUEST, WITH CONDITIONS	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is proposing a 51 acre commercial development on the southeast corner of East Brainerd Road and Ooltewah-Ringgold Road. The proposal shows approximately 350,000 square feet of commercial space in 5 large buildings and 11 outparcels across the site meant to be built in four phases. Phase 1 is proposed to include a 50,000 sq. ft. grocery store and 60,980 sq. ft. of building retail for a total of 110,980 sq. ft. of retail development to be completed by 2016 according to the submitted traffic study. Phase 2 includes an additional 14,700 sq. ft. of retail to be completed by 2018. Phase 3 includes an additional 56,145 sq. ft. of retail to be completed by 2020. Phase 4 (last phase) includes an additional 167,730 sq. ft. of retail to be completed by 2022. For a scale comparison, the Target Center on Gunbarrel Road (including outparcels) totals approximately 30 acres and 320,000 sq. ft. of retail. The Oak Park Town Center (including outparcels) on Highway 153 totals approximately 45 acres and 429,000 sq. ft. of retail.

It should also be noted that prior to this request, the applicant had submitted two prior proposals, the last of which proposed a multi-use development that consisted of 22.5 acres of C-2 Local Business Commercial District zoning and 24.6 acres for R-3 Apartment-Townhouse District zoning. **The current proposal** is to rezone the entire 51 acres to C-2 Local Business Commercial District zoning that includes a set of proposed conditions offered by the applicant (see Attachment B of this report for reference) as a result of several meetings between the applicant and resident leaders in the area.

Site Description

The 51 acre site consists of three (3) parcels of property; the two smaller parcels are currently utilized as a single-family residence and a commercial building, while the larger parcel currently is vacant, consisting of open grass areas and woodlands. Adjacent surrounding properties are single-family residential to the north and east. To the west, across Ooltewah-Ringgold Road from the site, are commercial uses including a drive-through restaurant and a Super Bi-Lo commercial development, and an R-1 Residential Planned Unit Development with a conditioned density cap of 2.8 du/acre for a total of 148 units. At the northwest corner of the site is an existing small-scale commercial use. Both Ooltewah-Ringgold and East Brainerd Roads are two-lane roads that service this site. The existing portion of the site zoned C-2 Local Business Commercial District (12.8 acres) has no conditions and could accommodate approximately 76,000 to 100,000 sq. ft. of commercial development based on an assumed yield range of 6,000-8,000 sq. ft. per acre (based on calculated yields from several grocery store shopping centers, including across the street).

STAFF CASE REPORT TO PLANNING COMMISSION

Zoning History

This site currently has two zoning designations, C-2 Local Business Commercial District and A-1 Agricultural District. Part of parcel 172-056 and all of parcel 172-056.01 were zoned C-2 Local Business Commercial District in 1972 totaling approximately 8 acres. Parcel 172-064, a 2 acre tract of land, was rezoned to C-2 Local Business Commercial District with four conditions in 2008 by Hamilton County Resolution 1008-31B. Those conditions consist of: 1) no automobile service stations and no fast food restaurants with drive-thru's; 2) a 20 foot deep landscape yard (as measured towards the interior of the property) along the shared property line of the adjoining parcels to the south and east. The landscaping yard shall consist of evergreen trees spaced a maximum of ten feet on center or two staggered rows (spaced a maximum of seven feet apart) of shrubs spaced a maximum of eight feet on center, and one row of shade trees spaced a maximum of 35 feet on center; 3) 15' of property (measured perpendicular to the existing right-of-way) being reserved for future road widening; and 4) an eight (8) foot street yard with trees to be planted at a minimum ratio of one (1) tree per thirty-five linear feet of right-of-way frontage. The remainder of the project site has no conditions.

The C-2 Local Business Commercial District across Ooltewah-Ringgold Road to the west of the site (Bi-Lo shopping area) was rezoned in 1998 (totaling approximately 14.6 acres).

Plans/Policies

The East Brainerd Corridor Community Plan addresses the properties located on the western edge of the intersection of Ooltewah-Ringgold Road and East Brainerd Road immediately across from the site. The plan recommendation for these properties is a concentration of medium to high intensity mixed-uses to be planned and constructed as a unit. It also recommends improvements be made to both roads.

The Comprehensive Plan 2030 highlights this intersection and surrounding area as an "Opportunity Area" within the Outer Suburban Growth development sector. The plan defers to the East Brainerd Corridor Community Plan intended use again as a medium to high intensity mixed-uses zone to be planned and constructed as a unit. In outlining the appropriate development patterns for activity centers in the Outer Suburban Growth Development Sector, the Comprehensive Plan notes that these centers should be located at the intersection of significant thoroughfares and designed according to one of two models: the Traditional Neighborhood Development Model or the Suburban Development Model with modifications. The proposed site plan as submitted is more aligned with the Suburban Development Model. The Comprehensive Plan notes that these more conventional suburban activity centers tend to be multi-use instead of mixed use, less defined and dispersed throughout the community, but should incorporate several improvements as noted below:

- 1) Greater integration of uses either through Mixed-Use (multiple uses in one building) and/or Multi-Use development (multiple uses within a site)
 - 2) More public green space
 - 3) Parking lots that do not dominate the site
 - 4) Greater street connectivity to provide a variety of routes for daily trips and emergency access
 - 5) Better pedestrian access
 - 6) More attention to architectural details and landscaping
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STAFF CASE REPORT TO PLANNING COMMISSION

The Chattanooga-Hamilton County/North Georgia Transportation Planning Organization's (TPO) 2040 Regional Transportation Plan does not include any proposed improvements for Ooltewah-Ringgold Road, but improvement to the intersection of Ooltewah-Ringgold Road and East Brainerd Road are expected to be constructed in 2014 as documented in the TPO's 2014-2017 Transportation Improvement Program (TIP).

The TDOT Regional Traffic Engineering office provided additional feedback noting that the primary access to the proposed development off of Ooltewah-Ringgold Road would need to align with the existing Bi-Lo entrance, and that a traffic signal warrant analysis will be needed to determine if a signal is needed at that location. They also noted that the proposed secondary entrance further north on Ooltewah-Ringgold Road may require additional modifications to Ooltewah-Ringgold Road to maintain traffic flow. They recommend no driveways within 300 linear feet of the Ooltewah-Ringgold Road – East Brainerd Road intersection, as specified in their Access Control guidelines.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

Additional requirements, if needed, are indicated by department below either as comments or as conditions recommended to be attached to the final resolution.

Engineering

Hamilton County Engineering has reviewed the Traffic Impact Study prepared by Volkert, Inc., dated September 16, 2014. Trip generation volumes presented in the study are in line with standard engineering practices, utilizing the latest ITE Trip Generation Manual. Many assumptions are required at this stage of planning a new development. The proposed traffic for each stage of development can vary in vehicle trips, but the analysis of trip generation and report is acceptable in estimating the traffic impact for the area.

The Hamilton County Engineering Department recommends Conditions No. 11 and 12 which are noted in the RPA Summary below.

RPA Summary

While there are no site-specific plan recommendations for this site, the East Brainerd Corridor Community Plan and the Comprehensive Plan do indicate that this location is appropriate for a medium to high intensity mixed-use activity center. Prior to this request, RPA staff has reviewed two different proposals for this location.

The first request (29.2 acres retail and 24.6 acres for apartments) was recommended for denial by staff for the following reasons: 1) the size of the request would not be appropriate for this location based on the established, predominant residential character of the area; 2) extending the commercial zoning farther south along Ooltewah-Ringgold Road would not be compatible with an existing residential PUD community that would be across from this commercial development; 3) the limited existing road

STAFF CASE REPORT TO PLANNING COMMISSION

infrastructure (two lane roads) and current planned improvements for the immediate area to service this development; and 4) lack of a site plan for the apartment portion.

The second request incorporated a reduced commercial area (from 29.2 acres to 22.5 acres) in addition to the 24.6 acres for apartments. The RPA recommended approval with conditions after a deferral for the applicant to meet with staff and re-evaluate shrinking the size and scale of commercial and better integrating residential uses with commercial uses.

The current request is to rezone a total of 51 acres to commercial (built out over 8 years in four phases), includes approximately 350,000 sq. ft. of retail with no incorporation of other residential uses. This is a substantial increase in proposed commercial zoning from the previous requests (29.2 acres and 22.5 acres) and represents a shift away from the multi-use recommendations presented by both the East Brainerd Corridor Community Plan and the Comprehensive Plan. Based on the previous staff reports and adopted policy, the current proposal to rezone 51 acres for commercial at this time would not be appropriate.

However, staff also acknowledges that this intersection is appropriate for medium to high intensity mixed use development that could include several combinations of retail, office, and residential uses that can include single family, townhomes, patio homes and/or multi-family dwellings.

What is noted as "Phase 1" in the applicant's plan can be an appropriate scope of commercial for the area; however, the proposed site plan would require modifications to better align with the Comprehensive Plan and East Brainerd Plan recommendations. The RPA has provided an illustrative concept plan to demonstrate how such development could be done to better align with the East Brainerd and Comprehensive Plan recommendations (Attachment A).

The area recommended for approval by staff is defined by the Phase 1 site plan. This area is approximate in size to the acreage the RPA recommended to approve in the previous case for the site (2014-069). **The RPA recommends an approval of the Phase 1 area for C-2 Business Commercial District zoning with conditions.** In preparing the recommended conditions below, RPA staff did review the conditions presented by the developer for reference (Attachment B). Staff reviewed each condition and made comments. It should be noted that some conditions are not deemed to be enforceable; in these situations, staff recommends that the applicant consider recording these as private restrictive covenants. Staff also noted where some of the proposed conditions by the applicant will also have to comply with the County's permitting requirements (land disturbing and stormwater review in particular).

Where appropriate, staff included the proposed conditions by the applicant into the staff recommended conditions below:

Staff Recommended Conditions	Staff Comments
<p>1. All Buildings shall front internal streets or internal drives, with parking to the side or rear. Parking shall not be located between the building and the primary streets/drives.</p>	<p>The positioning of buildings and parking relative to the internal drives in the proposal still reflects a conventional suburban design (large surface parking lot areas placed in front of buildings). As a result, parking areas still dominate the site which is inconsistent with the Comprehensive Plan design</p>

STAFF CASE REPORT TO PLANNING COMMISSION

	<p>principle that parking lots should not dominate the site. This recommended condition is intended to minimize the dominance of parking and create a more attractive pedestrian environment by placing the buildings along the drives and the parking to the side or rear.</p>
<p>2. Blocks shall be no longer than 400’.</p> <p>3. No single blocks perimeter shall be greater than 1400’.</p>	<p>The block length conditions are based on the lengths proposed in Phase 1. Establishing a maximum block length ensures that the internal drives do not extend too far without a break, enhancing walkability, as well as added opportunity for more visible retail locations.</p>
<p>4. Sidewalks will be placed along the interior edge of a bio-swale or landscaped buffer area along Ooltewah-Ringgold Road and East Brainerd Road.</p>	<p>This condition is based on the applicant’s site plan and proposed conditions for an internal pedestrian circulation system. It was added to ensure that the sidewalks are built as proposed on the site plan.</p>
<p>5. All internal streets and drives will have a sidewalk with a minimum depth of five (5) feet.</p>	<p>This condition ensures that the proposed internal streets and drives have sidewalks for pedestrian connectivity.</p>
<p>6. Internal transportation network shall allow for connections to future development on site and adjacent parcels in the future.</p>	<p>To provide opportunities for connectivity between the site and the surrounding tracts, the street/drive network should be designed to allow for connections to future phases of the development. This is consistent with the Comprehensive Plan recommendation for greater street connectivity as a design element for suburban multi-use centers.</p>
<p>7. Each building/structure on the site shall have a footprint that is 25,000 square feet or less, with the exception of one building which may have a footprint of up to 50,000 square feet.</p>	<p>The largest building proposed for Phase 1 is 50,000 square feet to accommodate one major anchor. This condition ensures that the remaining buildings on the site have smaller footprints to create a more attractive pedestrian environment.</p>
<p>8. Dumpsters servicing the site shall be located behind proposed buildings and screened.</p>	<p>This condition ensures that dumpsters are not visible from the street.</p>
<p>9. Drive-throughs must be located in rear of buildings.</p>	<p>This condition maintains pedestrian environment and minimizes conflicts between car related activity and pedestrian walkways.</p>
<p>10. Maintain the existing natural vegetation and trees for a minimum depth of 100 feet where the property abuts parcels 172-068,</p>	<p>The 100 feet is proposed by the applicant as part of their proposed conditions. This condition provides additional clarity on where the buffer should be</p>

STAFF CASE REPORT TO PLANNING COMMISSION

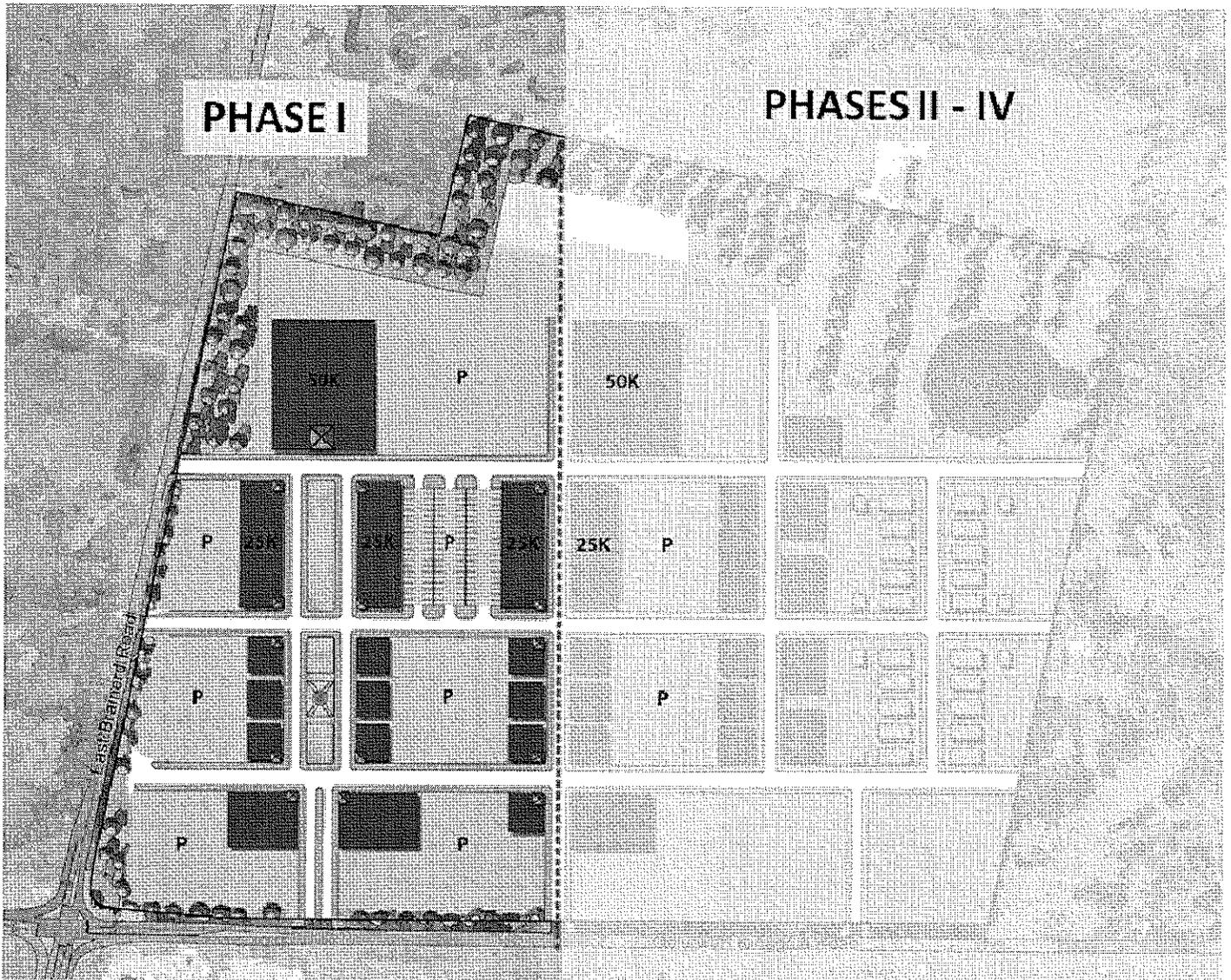
<p>172-069, 172-073.03 and 172-073. This buffer shall include supplemental evergreen trees as specified by the Landscape Regulations in Article V, Section 307-D of the Hamilton County Zoning Regulations, in order maintain a continuous sight obscuring screen. This buffer can be crossed only by pedestrian or street/drive connections to adjoining properties.</p>	<p>provided (specific parcels). The condition also allows the opportunity for future connections across the buffer to the adjoining property.</p>
<p>11. All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include: 1. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government. 2. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas. 3. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.</p>	<p>Due to the possible variation in vehicle trips estimated in the Traffic Impact Study and the entrance drive off East Brainerd Road being constructed during the first phase of the development, Hamilton County Engineering staff will require turn lane improvements recommended in phase four as part of phase one construction.</p>
<p>12. All proposed or required improvements on Ooltewah Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.</p>	<p>Due to the possible variation in vehicle trips estimated in the Traffic Impact Study, Hamilton County Engineering staff will require improvements recommended in later phases as part of phase one construction.</p> <p>TDOT Comments:</p> <ul style="list-style-type: none"> • All necessary permits and memorandums of understanding must be acquired from TDOT prior to any work activities. • It is recommended that the proposed traffic signal on SR321 should not become operational until warrants are met.

STAFF CASE REPORT TO PLANNING COMMISSION

APPENDIX A

ILLUSTRATIVE SITE PLAN

This plan is for illustrative purposes only to show the relationship between building fronts, drives/streets, and parking based on the Comprehensive Plan design principles. This plan does show the same square footage of buildings proposed for Phase I and uses the same street/drive pattern in the site plan. The later phases show how other uses (orange – townhomes; yellow - small lot single family) can be incorporated into the development design.



STAFF CASE REPORT TO PLANNING COMMISSION

APPENDIX B

PROPOSED CONDITIONS BY THE APPLICANT

RPA, Hamilton County Engineering, Hamilton County Building Inspections and Hamilton County Water Quality staff reviewed the proposed conditions offered by the applicant as part of the rezoning request. Some of the proposed conditions were incorporated in the staff recommended conditions. Some were noted in the staff comments as not appropriate for conditions due to ambiguity of the language for determining compliance, or went beyond the normal scope of development review which the Hamilton County development review staff is equipped to enforce. In these circumstances, the staff notes that the applicant may want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.

CONDITION	STAFF COMMENTS
<p>A. Phase I (2016) – Ooltewah-Ringgold Rd.:</p> <ul style="list-style-type: none"> • Will provide a southbound left turn lane (100' minimum) into the North entrance. • Will provide a southbound left turn lane (100' minimum) into the Middle entrance. • Will provide a northbound right turn lane (minimum 100' full width) into Middle entrance. <p>Phase II (2018)</p> <ul style="list-style-type: none"> • None <p>Phase III (2020) –</p> <ul style="list-style-type: none"> • Signalized intersection at the Middle Entrance on Ooltewah-Ringgold Road. • Northbound right turn lane (100 ft. minimum full width storage) at the existing signal at East Brainerd/ Ooltewah-Ringgold Rd. <p>Phase IV (2022) Ooltewah-Ringgold Rd.:</p> <ul style="list-style-type: none"> • A southbound left turn (100' minimum) into the South entrance. • A northbound right turn lane (minimum 100' lane) into the south entrance. <p>East Brainerd Rd. entrance:</p> <ul style="list-style-type: none"> • An eastbound right turn lane (minimum 100') • A westbound left turn lane into the development (minimum 100') <p>Developer can provide ROW for E. Brainerd Rd. future signal improvement (75' WBL turn lane).</p>	<p>Following review by the Hamilton County Engineer staff of the Traffic Impact Study prepared by Volkert, Inc., dated September 16, 2014, these conditions have been addressed by staff recommended conditions (items 11 and 12 in staff report).</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>B. Natural Buffer To protect the privacy and view of the neighbors the developer agrees to maintain the existing natural vegetation and trees for a distance of 100' from the east boundary and 80' from the south boundary. These buffers will be supplemented with evergreen trees planted in areas as required to achieve and maintain this protection.</p>	<p>Staff recommended condition (#10) includes the 100 feet buffer for Phase I (since staff is just recommending approval of this phase).</p>
<p>C. Clear Cutting No mass clear cutting to occur onsite. Clear cutting to part of the development plan in constructing the development in phases as construction occurs and is to be limited to only that necessary to achieve the phase(s) to be constructed. All areas will be stabilized with ground cover established prior to occupancy. Erosion control measures and ground cover requirements shall be per those set by TDEC and Hamilton County Water Quality Department.</p>	<p>While staff is not recommending this as a condition for this case, staff has no objections to this as a condition. However, all land disturbing activities, including clear cutting, shall comply with Hamilton County Water Quality Program rules and regulations.</p>
<p>D. Lighting Concerns The proposed lighting will be designed to mitigate light trespass, over illumination, glare and light clutter. This will include cutoff fixtures and reduced pole height, and dark sky lighting and directed down and away from adjoining residential areas. Lighting shall be of a type that minimizes glare and nuisance impacts on adjoining residential properties. All interior, exterior and sign lighting is fully lighted the intensity of lighting as measured by a light meter with a cosine corrector shall not exceed 2.0 foot-candles along the property line of the subject premises adjoining residential homes unless shielded by opaque fencing.</p>	<p>Staff does not have the equipment to monitor foot-candles or the capacity to review and enforce this type of requirement. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>E. Protection of waters of the state and wetlands All waters of the state and wetlands will be protected by TDEC and Hamilton County Water Quality. A 30 foot bio-swale and or / landscaped area will be provided along Ooltewah Ringgold Road and East Brainerd Road. Provide calculations indicating the Site's natural water run-off in its current condition compared to the water run-off for the developed Site. All Storm Water shall be treated through the use of a bio-swale or wet detention or other approved system prior to leaving the site. System shall not allow storm water to leave the site at a faster rate than it does in its current and natural state. In the event there are retention ponds utilized for stormwater management the System shall provide for mosquito abatement by implementing the use of fountains and/or waterfalls in wet detention ponds or other system or technique proven in the industry. Applicant's plans, drawings, and specifications for such system shall be stamped by a licensed engineer fully qualified in the design, engineering, and operation of such systems.</p>	<p>While staff is not recommending this as a condition for this case, staff has no objections to this as a condition. However, it should be noted that while the use of bio-swales are encouraged, the overall storm water system plan for all phases of development shall conform to the requirements and must adhere to the design standards of the Hamilton County Water Quality Program.</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>F. Signage A signature “village” clock tower will be located the intersection of Ooltewah Ringgold Road and East Brainerd Road which will include the primary signage for the development and will be built before a maximum of 40,000 sq. ft. of building area will be constructed. Specifically prohibited will be off premises signs (bill boards) and neon signs. Signs should be of consistent design.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement. Wording such as “signature village clock tower” and “consistent design” are not specific or measurable for staff to enforce, or a normal part of the development review process. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>G. Building Design The design of the development will be a village theme. The intent is to reduce the proportions of the buildings to a more human scale. Buildings walls facing public roads: Shall consist of a building bay that is a maximum of 30 feet in width and shall be visually established by architectural features such as column, ribs, pilasters, piers, changes in wall plane, changes in texture or materials and masonry fenestration pattern no less than twelve inches in width. Walls exceeding 30 feet in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent of the entire length of the façade and extending at least twenty percent of the entire length of the façade. Allowance for area will be made for signage as permitted by the sign ordinance. Walls shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises or alternate architectural detail that define human scale along no less than 60 percent of the wall. The composition of the building shall present a clearly recognizable base, middle and top or a clearly defined alternative building composition. The design to achieve unity through compatible materials and colors with building materials that are durable, attractive and have low maintenance and utilize colors that reflect natural tones with no material to be used on more than 50 percent. All buildings in the core to be constructed of building materials from the color palette approved for the center. The village theme to be used throughout including outlying pad sites. Roof top equipment to be screened. Materials prohibited include split shakes, vinyl siding, metal siding, painted block.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement. Wording such as “village theme” and “human scale”, are not specific or measurable for staff to enforce, or a normal part of the development review process. However, staff also understands the desire of the residents to have the applicant incorporate these elements in the project. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>H. Prohibited Uses Storage, car lots, wrecker service, double-wide or manufactured homes, night clubs, adult-oriented business, tattoo parlors, check cashing, pawn, apartments, free standing residential condos,</p>	<p>Staff can enforce the use restrictions noted in the first sentence. However, the remaining sentences that speak to</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>multifamily, fire hall, police station, ambulance station, temporary structures, commercial dairies. Dumpster use only 7am-6pm. Restrictions to apply to entire 51+ acre tract. If any of these restrictions/conditions conflict with any zoning requirements for Hamilton County, the most restrictive requirement shall apply. Construction for exterior work will be limited from 6 am to 7 pm or nightfall.</p>	<p>dumpster operations and construction hours are not part of the development review process. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>I. Community Enhancement Sidewalks will be placed along the interior edge of a bio-swale and or / landscaped area along Ooltewah-Ringgold Road and East Brainerd Road and will connect to the interior buildings. A total minimum of 5% of the total site area shall be provided as green space, open areas and public gathering areas within the parking areas. These areas will include parking lot landscaping, patio or plaza with seating, mini-parks, squares, greens, customer walkways, water feature, clock tower, public art or any other similar deliberately shaped area and/or focal feature that enhance the development and serves as a gathering place. These areas will be built before a maximum of 150,000 sq ft of building are of building area will be constructed. All trees to be minimum 2" caliper with the exception of the boulevard which will be 3" caliper. One tree will be planted for every 20 parking spaces with a maximum of 80 feet between trees. Any diseased or dead trees or other plant material installed on the Site as a Condition or as per the requirements of the current County Landscape Ordinance shall be replaced in a timely manner with a healthy tree or indigenous vegetation of the same or similar species. All installed landscape materials shown on approved plans shall be maintained in healthy condition or replaced for the life of this project. A single tree species cannot make up more than 35% of the total trees to be replanted per the County Landscape Ordinance.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement, in particular determining compliance with what constitutes "mini-park, squares, greens" for the purpose of "enhancing the development". The Hamilton County Zoning ordinance does include landscape requirements and standards that the staff can enforce. However, staff also understands the desire of the residents to have the applicant incorporate these elements in the project. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>J. Building Size The development will not exceed 350,000 total square feet. The maximum size of the largest building will be 150,000 square feet. Height not to exceed 35ft and/ or 2 stories.</p>	<p>Since staff recommends only approval of Phase I at this time, the building footprint maximum was set at 50,000 sq. ft. (see condition #7 in staff report).</p>

2014-119 Hamilton County
October 13, 2014

RESOLUTION

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road.

An unplatted tract of land located on the 9700 Block of East Brainerd Road, beginning at the northeast corner of Tax Map 172-056 and going 401.85 feet southwest, thence 228.84 feet east, thence 1266.93 feet southwest, thence 1260.39 feet northwest, thence 1549.83 feet northeast, thence 1349.81 feet southeast to the point of beginning, being the properties described in Deed Book 7292, Page 572, Deed Book 10249, Page 901, and Deed Book 2842, Page 978, ROHC. Tax Maps 172-056, 056.01, and 064 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on October 13, 2014,

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on October 13, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to:

- 1) Sidewalks will be placed along the interior edge of a bio-swale or landscaped buffer area along Ooltewah-Ringgold Road and East Brainerd Road.

- 2) All internal streets and drives will have a sidewalk with a minimum depth of five (5) feet.
- 3) Internal transportation network shall allow for connections to future development on site and adjacent parcels in the future.
- 4) Dumpsters servicing the site shall be located behind proposed buildings and screened.
- 5) Maintain the existing natural vegetation and trees for a minimum depth of 100 feet where the property abuts parcels 172-068, 172-069, 172-073.03 and 172-073. This buffer shall include supplemental evergreen trees as specified by the Landscape Regulations in Article V, Section 307-D of the Hamilton County Zoning Regulations, in order to maintain a continuous sight obscuring screen. This buffer can be crossed only by pedestrian or street/drive connections to adjoining properties.
- 6) All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include:
 1. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government.
 2. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas.
 3. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.
- 7) All proposed or required improvements on Ooltewah-Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.
- 8) A. Phase I (2016) – Ooltewah-Ringgold Rd.:
 - Will provide a southbound left turn lane (100' minimum) into the North entrance.
 - Will provide a southbound left turn lane (100' minimum) into the Middle entrance.
 - Will provide a northbound right turn lane (minimum 100' full width) into Middle entrance.
- 9) Phase II (2018): None
- 10) Phase III (2020) –
 - Signalized intersection at the Middle Entrance on Ooltewah-Ringgold Road.
 - Northbound right turn lane (100 ft. minimum full width storage) at the existing signal at East Brainerd/ Ooltewah-Ringgold Rd.

11) Phase IV (2022)

Ooltewah-Ringgold Rd.:

A southbound left turn (100' minimum) into the South entrance.

A northbound right turn lane (minimum 100' lane) into the south entrance.

East Brainerd Rd. entrance:

An eastbound right turn lane (minimum 100')

A westbound left turn lane into the development (minimum 100')

Developer can provide ROW for E. Brainerd Rd. future signal improvement (75' WBL turn lane).

12) Natural Buffer

To protect the privacy and view of the neighbors the developer agrees to maintain the existing natural vegetation and trees for a distance of 100' from the east boundary and 80' from the south boundary. These buffers will be supplemented with evergreen trees planted in areas as required to achieve and maintain this protection.

13) Clear Cutting

No mass clear cutting to occur onsite. Clear cutting to part of the development plan in constructing the development in phases as construction occurs and is to be limited to only that necessary to achieve the phase(s) to be constructed. All areas will be stabilized with ground cover established prior to occupancy. Erosion control measures and ground cover requirements shall be per those set by TDEC and Hamilton County Water Quality Department.

14) Lighting Concerns

The proposed lighting will be designed to mitigate light trespass, over illumination, glare and light clutter. This will include cutoff fixtures and reduced pole height, and dark sky lighting and directed down and away from adjoining residential areas. Lighting shall be of a type that minimizes glare and nuisance impacts on adjoining residential properties. All interior, exterior and sign lighting is fully lighted the intensity of lighting as measured by a light meter with a cosine corrector shall not exceed 2.0 foot-candles along the property line of the subject premises adjoining residential homes unless shielded by opaque fencing.

15) Protection of waters of the state and wetlands

All waters of the state and wetlands will be protected by TDEC and Hamilton County Water Quality. A 30 foot bio-swale and or / landscaped area will be provided along Ooltewah Ringgold Road and East Brainerd Road. Provide calculations indicating the Site's natural water run-off in its current condition

compared to the water run-off for the developed Site. All Storm Water shall be treated through the use of a bio-swale or wet detention or other approved system prior to leaving the site. System shall not allow storm water to leave the site at a faster rate than it does in its current and natural state. In the event there are retention ponds utilized for stormwater management the System shall provide for mosquito abatement by implementing the use of fountains and/or waterfalls in wet detention ponds or other system or technique proven in the industry. Applicant's plans, drawings, and specifications for such system shall be stamped by a licensed engineer fully qualified in the design, engineering, and operation of such systems.

16) Signage

A signature "village" clock tower will be located the intersection of Ooltewah Ringgold Road and East Brainerd Road which will include the primary signage for the development and will be built before a maximum of 40,000 sq. ft. of building area will be constructed. Specifically prohibited will be off premises signs (bill boards) and neon signs. Signs should be of consistent design.

17) Building Design

The design of the development will be a village theme. The intent is to reduce the proportions of the buildings to a more human scale. Buildings walls facing public roads: Shall consist of a building bay that is a maximum of 30 feet in width and shall be visually established by architectural features such as column, ribs, pilasters, piers, changes in wall plane, changes in texture or materials and masonry fenestration pattern no less than twelve inches in width. Walls exceeding 30 feet in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent of the entire length of the façade and extending at least twenty percent of the entire length of the façade. Allowance for area will be made for signage as permitted by the sign ordinance. Walls shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises or alternate architectural detail that define human scale along no less than 60 percent of the wall. The composition of the building shall present a clearly recognizable base, middle and top or a clearly defined alternative building composition. The design to achieve unity through compatible materials and colors with building materials that are durable, attractive and have low maintenance and utilize colors that reflect natural tones with no material to be used on more than 50 percent. All buildings in the core to be constructed of building materials

from the color palette approved for the center. The village theme to be used throughout including outlying pad sites. Roof top equipment to be screened. Materials prohibited include split shakes, vinyl siding, metal siding, painted block.

18) Prohibited Uses

Storage, car lots, wrecker service, double-wide or manufactured homes, night clubs, adult-oriented business, tattoo parlors, check cashing, pawn, apartments, free standing residential condos, multifamily, fire hall, police station, ambulance station, temporary structures, commercial dairies. Dumpster use only 7am-6pm. Restrictions to apply to entire 51+ acre tract. If any of these restrictions/conditions conflict with any zoning requirements for Hamilton County, the most restrictive requirement shall apply.

Construction for exterior work will be limited from 6 am to 7 pm or nightfall.

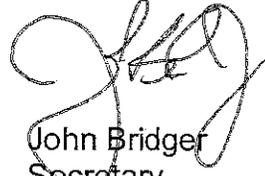
19) Community Enhancement

Sidewalks will be placed along the interior edge of a bio-swale and or / landscaped area along Ooltewah-Ringgold Road and East Brainerd Road and will connect to the interior buildings. A total minimum of 5% of the total site area shall be provided as green space, open areas and public gathering areas within the parking areas. These areas will include parking lot landscaping, patio or plaza with seating, mini-parks, squares, greens, customer walkways, water feature, clock tower, public art or any other similar deliberately shaped area and/or focal feature that enhance the development and serves as a gathering place. These areas will be built before a maximum of 150,000 sq ft of building area of building area will be constructed. All trees to be minimum 2" caliper with the exception of the boulevard which will be 3" caliper. One tree will be planted for every 20 parking spaces with a maximum of 80 feet between trees. Any diseased or dead trees or other plant material installed on the Site as a Condition or as per the requirements of the current County Landscape Ordinance shall be replaced in a timely manner with a healthy tree or indigenous vegetation of the same or similar species. All installed landscape materials shown on approved plans shall be maintained in healthy condition or replaced for the life of this project. A single tree species cannot make up more than 35% of the total trees to be replanted per the County Landscape Ordinance.

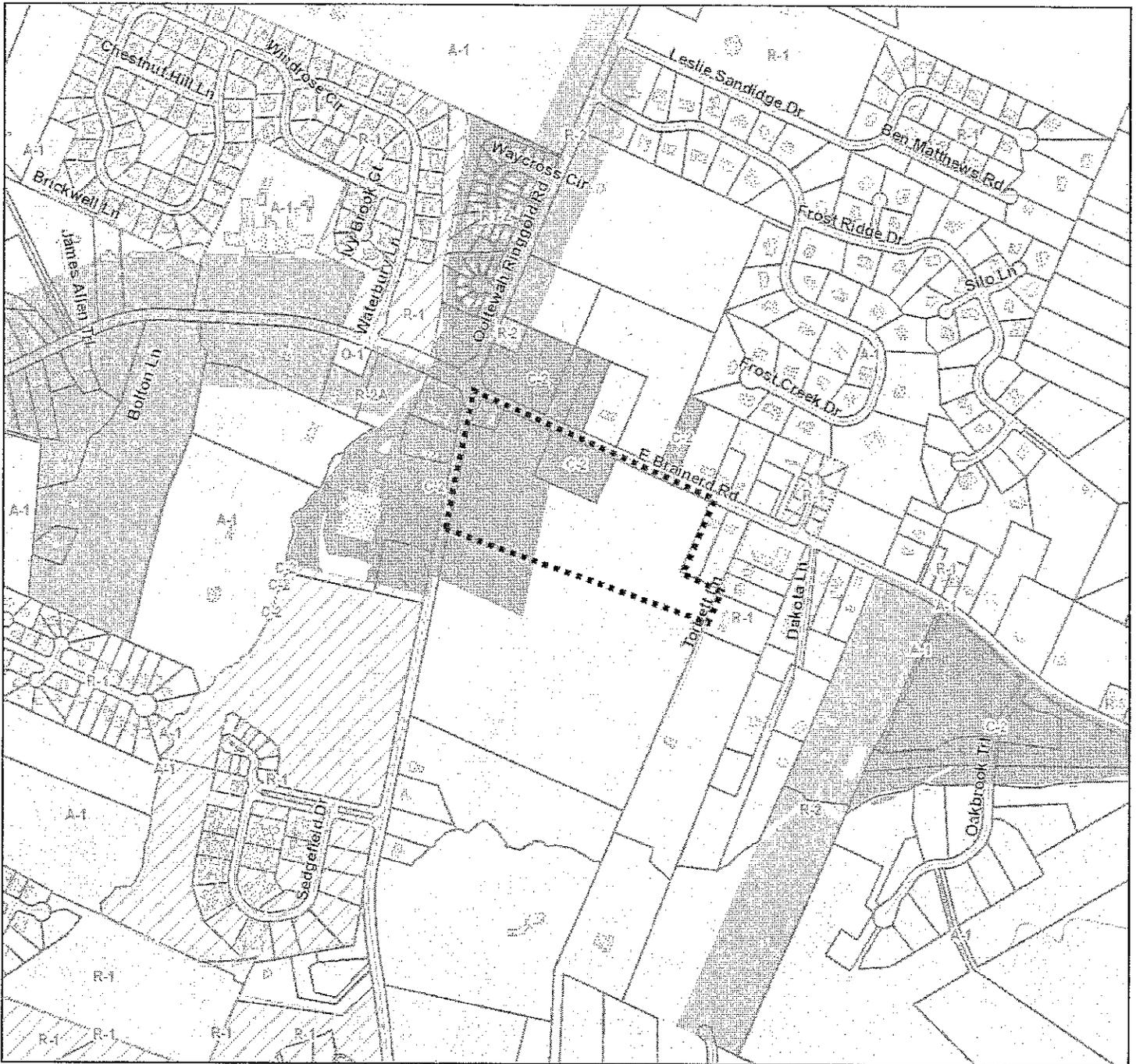
20) Building Size

The development will not exceed 350,000 total square feet. The maximum size of the largest building will be 150,000 square feet. Height not to exceed 35ft and/ or 2 stories.

Respectfully submitted,



John Bridger
Secretary



2014-119 Rezoning from A-1 and C-2 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-119:
 Approve, subject to the list of conditions in the Planning Commission Resolution.



750 ft



Chattanooga Hamilton County Regional Planning Agency





Hamilton County Board of Commissioners

RESOLUTION

No. 1114-25B

(P.C. NO. 2014-119)

**A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT TO C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT, PROPERTY LOCATED ON
THE 9700 BLOCK OF EAST BRAINERD ROAD**

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, 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 November 19, 2014, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended, subject to:

- 1) Sidewalks will be placed along the interior edge of a bio-swale or landscaped buffer area along Ooltewah-Ringgold Road and East Brainerd Road.
- 2) All internal streets and drives will have a sidewalk with a minimum depth of five (5) feet.
- 3) Internal transportation network shall allow for connections to future development on site and adjacent parcels in the future.

- 4) Dumpsters servicing the site shall be located behind proposed buildings and screened.
- 5) Maintain the existing natural vegetation and trees for a minimum depth of 100 feet where the property abuts parcels 172-068, 172-069, 172-073.03 and 172-073. This buffer shall include supplemental evergreen trees as specified by the Landscape Regulations in Article V, Section 307-D of the Hamilton County Zoning Regulations, in order to maintain a continuous sight obscuring screen. This buffer can be crossed only by pedestrian or street/drive connections to adjoining properties.
- 6) All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include:
 1. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government.
 2. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas.
 3. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.
- 7) All proposed or required improvements on Ooltewah-Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.
- 8) A. Phase I (2016) – Ooltewah-Ringgold Rd.:
 - Will provide a southbound left turn lane (100' minimum) into the North entrance.
 - Will provide a southbound left turn lane (100' minimum) into the Middle entrance.
 - Will provide a northbound right turn lane (minimum 100' full width) into Middle entrance.
- 9) Phase II (2018): None
- 10) Phase III (2020) –
 - Signalized intersection at the Middle Entrance on Ooltewah-Ringgold Road.
 - Northbound right turn lane (100 ft. minimum full width storage) at

the existing signal at East Brainerd/ Ooltewah-Ringgold Rd.

11) Phase IV (2022)

Ooltewah-Ringgold Rd.:

A southbound left turn (100' minimum) into the South entrance.

A northbound right turn lane (minimum 100' lane) into the south entrance.

East Brainerd Rd. entrance:

An eastbound right turn lane (minimum 100')

A westbound left turn lane into the development (minimum 100')

Developer can provide ROW for E. Brainerd Rd. future signal improvement (75' WBL turn lane).

12) Natural Buffer

To protect the privacy and view of the neighbors the developer agrees to maintain the existing natural vegetation and trees for a distance of 100' from the east boundary and 80' from the south boundary. These buffers will be supplemented with evergreen trees planted in areas as required to achieve and maintain this protection.

13) Clear Cutting

No mass clear cutting to occur onsite. Clear cutting to part of the development plan in constructing the development in phases as construction occurs and is to be limited to only that necessary to achieve the phase(s) to be constructed. All areas will be stabilized with ground cover established prior to occupancy. Erosion control measures and ground cover requirements shall be per those set by TDEC and Hamilton County Water Quality Department.

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20) Building Size

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to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road. An unplatted tract of land located on the 9700 Block of East Brainerd Road, beginning at the northeast corner of Tax Map 172-056 and going 401.85 feet southwest, thence 228.84 feet east, thence 1266.93 feet southwest, thence 1260.39 feet northwest, thence 1549.83 feet northeast, thence 1349. 81 feet southeast to the point of beginning, being the properties described in Deed Book 7292, Page 572, Deed Book 10249, Page 901, and Deed Book 2842, Page 978, ROHC. Tax Maps 172-056, 056.01, and 064 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

November 19, 2014

Date

STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-119	PC Meeting Date: 10-13-14
Applicant Request:	Rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District	
Property Location:	9700 block East Brainerd Road	
Property Owner:	Barbara M. DeVille / ANT Group, LLC	
Applicant:	Neuhoff Taylor Architects	
Staff Recommendation:	APPROVE "PHASE 1" PORTION OF REQUEST, WITH CONDITIONS	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is proposing a 51 acre commercial development on the southeast corner of East Brainerd Road and Ooltewah-Ringgold Road. The proposal shows approximately 350,000 square feet of commercial space in 5 large buildings and 11 outparcels across the site meant to be built in four phases. Phase 1 is proposed to include a 50,000 sq. ft. grocery store and 60,980 sq. ft. of building retail for a total of 110,980 sq. ft. of retail development to be completed by 2016 according to the submitted traffic study. Phase 2 includes an additional 14,700 sq. ft. of retail to be completed by 2018. Phase 3 includes an additional 56,145 sq. ft. of retail to be completed by 2020. Phase 4 (last phase) includes an additional 167,730 sq. ft. of retail to be completed by 2022. For a scale comparison, the Target Center on Gunbarrel Road (including outparcels) totals approximately 30 acres and 320,000 sq. ft. of retail. The Oak Park Town Center (including outparcels) on Highway 153 totals approximately 45 acres and 429,000 sq. ft. of retail.

It should also be noted that prior to this request, the applicant had submitted two prior proposals, the last of which proposed a multi-use development that consisted of 22.5 acres of C-2 Local Business Commercial District zoning and 24.6 acres for R-3 Apartment-Townhouse District zoning. **The current proposal** is to rezone the entire 51 acres to C-2 Local Business Commercial District zoning that includes a set of proposed conditions offered by the applicant (see Attachment B of this report for reference) as a result of several meetings between the applicant and resident leaders in the area.

Site Description

The 51 acre site consists of three (3) parcels of property; the two smaller parcels are currently utilized as a single-family residence and a commercial building, while the larger parcel currently is vacant, consisting of open grass areas and woodlands. Adjacent surrounding properties are single-family residential to the north and east. To the west, across Ooltewah-Ringgold Road from the site, are commercial uses including a drive-through restaurant and a Super Bi-Lo commercial development, and an R-1 Residential Planned Unit Development with a conditioned density cap of 2.8 du/acre for a total of 148 units. At the northwest corner of the site is an existing small-scale commercial use. Both Ooltewah-Ringgold and East Brainerd Roads are two-lane roads that service this site. The existing portion of the site zoned C-2 Local Business Commercial District (12.8 acres) has no conditions and could accommodate approximately 76,000 to 100,000 sq. ft. of commercial development based on an assumed yield range of 6,000-8,000 sq. ft. per acre (based on calculated yields from several grocery store shopping centers, including across the street).

STAFF CASE REPORT TO PLANNING COMMISSION

Zoning History

This site currently has two zoning designations, C-2 Local Business Commercial District and A-1 Agricultural District. Part of parcel 172-056 and all of parcel 172-056.01 were zoned C-2 Local Business Commercial District in 1972 totaling approximately 8 acres. Parcel 172-064, a 2 acre tract of land, was rezoned to C-2 Local Business Commercial District with four conditions in 2008 by Hamilton County Resolution 1008-31B. Those conditions consist of: 1) no automobile service stations and no fast food restaurants with drive-thru's; 2) a 20 foot deep landscape yard (as measured towards the interior of the property) along the shared property line of the adjoining parcels to the south and east. The landscaping yard shall consist of evergreen trees spaced a maximum of ten feet on center or two staggered rows (spaced a maximum of seven feet apart) of shrubs spaced a maximum of eight feet on center, and one row of shade trees spaced a maximum of 35 feet on center; 3) 15' of property (measured perpendicular to the existing right-of-way) being reserved for future road widening; and 4) an eight (8) foot street yard with trees to be planted at a minimum ratio of one (1) tree per thirty-five linear feet of right-of-way frontage. The remainder of the project site has no conditions.

The C-2 Local Business Commercial District across Ooltewah-Ringgold Road to the west of the site (Bi-Lo shopping area) was rezoned in 1998 (totaling approximately 14.6 acres).

Plans/Policies

The East Brainerd Corridor Community Plan addresses the properties located on the western edge of the intersection of Ooltewah-Ringgold Road and East Brainerd Road immediately across from the site. The plan recommendation for these properties is a concentration of medium to high intensity mixed-uses to be planned and constructed as a unit. It also recommends improvements be made to both roads.

The Comprehensive Plan 2030 highlights this intersection and surrounding area as an "Opportunity Area" within the Outer Suburban Growth development sector. The plan defers to the East Brainerd Corridor Community Plan intended use again as a medium to high intensity mixed-uses zone to be planned and constructed as a unit. In outlining the appropriate development patterns for activity centers in the Outer Suburban Growth Development Sector, the Comprehensive Plan notes that these centers should be located at the intersection of significant thoroughfares and designed according to one of two models: the Traditional Neighborhood Development Model or the Suburban Development Model with modifications. The proposed site plan as submitted is more aligned with the Suburban Development Model. The Comprehensive Plan notes that these more conventional suburban activity centers tend to be multi-use instead of mixed use, less defined and dispersed throughout the community, but should incorporate several improvements as noted below:

- 1) Greater integration of uses either through Mixed-Use (multiple uses in one building) and/or Multi-Use development (multiple uses within a site)
 - 2) More public green space
 - 3) Parking lots that do not dominate the site
 - 4) Greater street connectivity to provide a variety of routes for daily trips and emergency access
 - 5) Better pedestrian access
 - 6) More attention to architectural details and landscaping
-

STAFF CASE REPORT TO PLANNING COMMISSION

The Chattanooga-Hamilton County/North Georgia Transportation Planning Organization's (TPO) 2040 Regional Transportation Plan does not include any proposed improvements for Ooltewah-Ringgold Road, but improvement to the intersection of Ooltewah-Ringgold Road and East Brainerd Road are expected to be constructed in 2014 as documented in the TPO's 2014-2017 Transportation Improvement Program (TIP).

The TDOT Regional Traffic Engineering office provided additional feedback noting that the primary access to the proposed development off of Ooltewah-Ringgold Road would need to align with the existing Bi-Lo entrance, and that a traffic signal warrant analysis will be needed to determine if a signal is needed at that location. They also noted that the proposed secondary entrance further north on Ooltewah-Ringgold Road may require additional modifications to Ooltewah-Ringgold Road to maintain traffic flow. They recommend no driveways within 300 linear feet of the Ooltewah-Ringgold Road – East Brainerd Road intersection, as specified in their Access Control guidelines.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

Additional requirements, if needed, are indicated by department below either as comments or as conditions recommended to be attached to the final resolution.

Engineering

Hamilton County Engineering has reviewed the Traffic Impact Study prepared by Volkert, Inc., dated September 16, 2014. Trip generation volumes presented in the study are in line with standard engineering practices, utilizing the latest ITE Trip Generation Manual. Many assumptions are required at this stage of planning a new development. The proposed traffic for each stage of development can vary in vehicle trips, but the analysis of trip generation and report is acceptable in estimating the traffic impact for the area.

The Hamilton County Engineering Department recommends Conditions No. 11 and 12 which are noted in the RPA Summary below.

RPA Summary

While there are no site-specific plan recommendations for this site, the East Brainerd Corridor Community Plan and the Comprehensive Plan do indicate that this location is appropriate for a medium to high intensity mixed-use activity center. Prior to this request, RPA staff has reviewed two different proposals for this location.

The first request (29.2 acres retail and 24.6 acres for apartments) was recommended for denial by staff for the following reasons: 1) the size of the request would not be appropriate for this location based on the established, predominant residential character of the area; 2) extending the commercial zoning farther south along Ooltewah-Ringgold Road would not be compatible with an existing residential PUD community that would be across from this commercial development; 3) the limited existing road

STAFF CASE REPORT TO PLANNING COMMISSION

infrastructure (two lane roads) and current planned improvements for the immediate area to service this development; and 4) lack of a site plan for the apartment portion.

The second request incorporated a reduced commercial area (from 29.2 acres to 22.5 acres) in addition to the 24.6 acres for apartments. The RPA recommended approval with conditions after a deferral for the applicant to meet with staff and re-evaluate shrinking the size and scale of commercial and better integrating residential uses with commercial uses.

The current request is to rezone a total of 51 acres to commercial (built out over 8 years in four phases), includes approximately 350,000 sq. ft. of retail with no incorporation of other residential uses. This is a substantial increase in proposed commercial zoning from the previous requests (29.2 acres and 22.5 acres) and represents a shift away from the multi-use recommendations presented by both the East Brainerd Corridor Community Plan and the Comprehensive Plan. Based on the previous staff reports and adopted policy, the current proposal to rezone 51 acres for commercial at this time would not be appropriate.

However, staff also acknowledges that this intersection is appropriate for medium to high intensity mixed use development that could include several combinations of retail, office, and residential uses that can include single family, townhomes, patio homes and/or multi-family dwellings.

What is noted as "Phase 1" in the applicant's plan can be an appropriate scope of commercial for the area; however, the proposed site plan would require modifications to better align with the Comprehensive Plan and East Brainerd Plan recommendations. The RPA has provided an illustrative concept plan to demonstrate how such development could be done to better align with the East Brainerd and Comprehensive Plan recommendations (Attachment A).

The area recommended for approval by staff is defined by the Phase 1 site plan. This area is approximate in size to the acreage the RPA recommended to approve in the previous case for the site (2014-069). **The RPA recommends an approval of the Phase 1 area for C-2 Business Commercial District zoning with conditions.** In preparing the recommended conditions below, RPA staff did review the conditions presented by the developer for reference (Attachment B). Staff reviewed each condition and made comments. It should be noted that some conditions are not deemed to be enforceable; in these situations, staff recommends that the applicant consider recording these as private restrictive covenants. Staff also noted where some of the proposed conditions by the applicant will also have to comply with the County's permitting requirements (land disturbing and stormwater review in particular).

Where appropriate, staff included the proposed conditions by the applicant into the staff recommended conditions below:

Staff Recommended Conditions	Staff Comments
<p>1. All Buildings shall front internal streets or internal drives, with parking to the side or rear. Parking shall not be located between the building and the primary streets/drives.</p>	<p>The positioning of buildings and parking relative to the internal drives in the proposal still reflects a conventional suburban design (large surface parking lot areas placed in front of buildings). As a result, parking areas still dominate the site which is inconsistent with the Comprehensive Plan design</p>

STAFF CASE REPORT TO PLANNING COMMISSION

	<p>principle that parking lots should not dominate the site. This recommended condition is intended to minimize the dominance of parking and create a more attractive pedestrian environment by placing the buildings along the drives and the parking to the side or rear.</p>
<p>2. Blocks shall be no longer than 400’.</p> <p>3. No single blocks perimeter shall be greater than 1400’.</p>	<p>The block length conditions are based on the lengths proposed in Phase 1. Establishing a maximum block length ensures that the internal drives do not extend too far without a break, enhancing walkability, as well as added opportunity for more visible retail locations.</p>
<p>4. Sidewalks will be placed along the interior edge of a bio-swale or landscaped buffer area along Ooltewah-Ringgold Road and East Brainerd Road.</p>	<p>This condition is based on the applicant’s site plan and proposed conditions for an internal pedestrian circulation system. It was added to ensure that the sidewalks are built as proposed on the site plan.</p>
<p>5. All internal streets and drives will have a sidewalk with a minimum depth of five (5) feet.</p>	<p>This condition ensures that the proposed internal streets and drives have sidewalks for pedestrian connectivity.</p>
<p>6. Internal transportation network shall allow for connections to future development on site and adjacent parcels in the future.</p>	<p>To provide opportunities for connectivity between the site and the surrounding tracts, the street/drive network should be designed to allow for connections to future phases of the development. This is consistent with the Comprehensive Plan recommendation for greater street connectivity as a design element for suburban multi-use centers.</p>
<p>7. Each building/structure on the site shall have a footprint that is 25,000 square feet or less, with the exception of one building which may have a footprint of up to 50,000 square feet.</p>	<p>The largest building proposed for Phase 1 is 50,000 square feet to accommodate one major anchor. This condition ensures that the remaining buildings on the site have smaller footprints to create a more attractive pedestrian environment.</p>
<p>8. Dumpsters servicing the site shall be located behind proposed buildings and screened.</p>	<p>This condition ensures that dumpsters are not visible from the street.</p>
<p>9. Drive-throughs must be located in rear of buildings.</p>	<p>This condition maintains pedestrian environment and minimizes conflicts between car related activity and pedestrian walkways.</p>
<p>10. Maintain the existing natural vegetation and trees for a minimum depth of 100 feet where the property abuts parcels 172-068,</p>	<p>The 100 feet is proposed by the applicant as part of their proposed conditions. This condition provides additional clarity on where the buffer should be</p>

STAFF CASE REPORT TO PLANNING COMMISSION

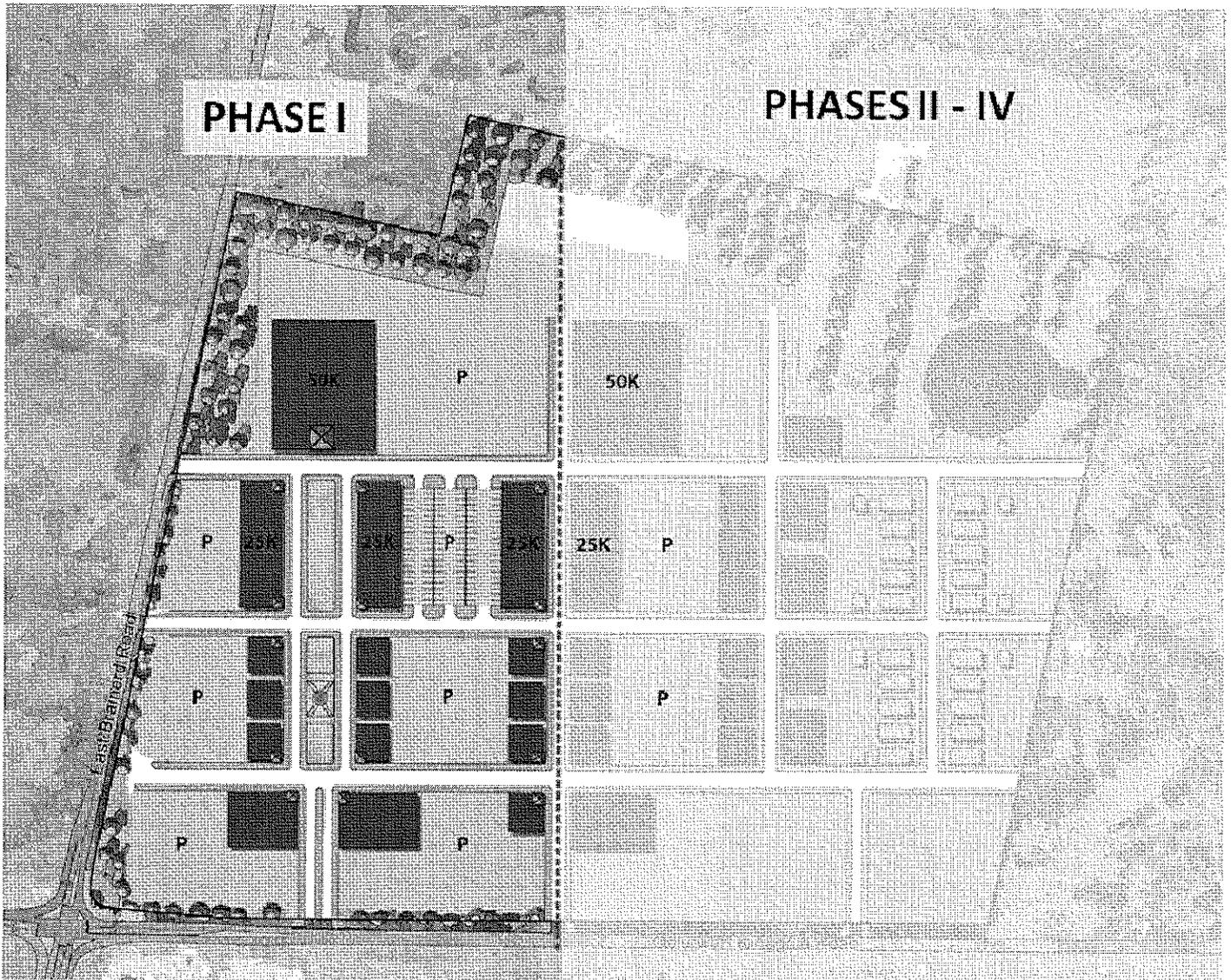
<p>172-069, 172-073.03 and 172-073. This buffer shall include supplemental evergreen trees as specified by the Landscape Regulations in Article V, Section 307-D of the Hamilton County Zoning Regulations, in order maintain a continuous sight obscuring screen. This buffer can be crossed only by pedestrian or street/drive connections to adjoining properties.</p>	<p>provided (specific parcels). The condition also allows the opportunity for future connections across the buffer to the adjoining property.</p>
<p>11. All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include: 1. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government. 2. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas. 3. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.</p>	<p>Due to the possible variation in vehicle trips estimated in the Traffic Impact Study and the entrance drive off East Brainerd Road being constructed during the first phase of the development, Hamilton County Engineering staff will require turn lane improvements recommended in phase four as part of phase one construction.</p>
<p>12. All proposed or required improvements on Ooltewah Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.</p>	<p>Due to the possible variation in vehicle trips estimated in the Traffic Impact Study, Hamilton County Engineering staff will require improvements recommended in later phases as part of phase one construction.</p> <p>TDOT Comments:</p> <ul style="list-style-type: none"> • All necessary permits and memorandums of understanding must be acquired from TDOT prior to any work activities. • It is recommended that the proposed traffic signal on SR321 should not become operational until warrants are met.

STAFF CASE REPORT TO PLANNING COMMISSION

APPENDIX A

ILLUSTRATIVE SITE PLAN

This plan is for illustrative purposes only to show the relationship between building fronts, drives/streets, and parking based on the Comprehensive Plan design principles. This plan does show the same square footage of buildings proposed for Phase I and uses the same street/drive pattern in the site plan. The later phases show how other uses (orange – townhomes; yellow - small lot single family) can be incorporated into the development design.



STAFF CASE REPORT TO PLANNING COMMISSION

APPENDIX B

PROPOSED CONDITIONS BY THE APPLICANT

RPA, Hamilton County Engineering, Hamilton County Building Inspections and Hamilton County Water Quality staff reviewed the proposed conditions offered by the applicant as part of the rezoning request. Some of the proposed conditions were incorporated in the staff recommended conditions. Some were noted in the staff comments as not appropriate for conditions due to ambiguity of the language for determining compliance, or went beyond the normal scope of development review which the Hamilton County development review staff is equipped to enforce. In these circumstances, the staff notes that the applicant may want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.

CONDITION	STAFF COMMENTS
<p>A. Phase I (2016) – Ooltewah-Ringgold Rd.:</p> <ul style="list-style-type: none"> • Will provide a southbound left turn lane (100' minimum) into the North entrance. • Will provide a southbound left turn lane (100' minimum) into the Middle entrance. • Will provide a northbound right turn lane (minimum 100' full width) into Middle entrance. <p>Phase II (2018)</p> <ul style="list-style-type: none"> • None <p>Phase III (2020) –</p> <ul style="list-style-type: none"> • Signalized intersection at the Middle Entrance on Ooltewah-Ringgold Road. • Northbound right turn lane (100 ft. minimum full width storage) at the existing signal at East Brainerd/ Ooltewah-Ringgold Rd. <p>Phase IV (2022) Ooltewah-Ringgold Rd.:</p> <ul style="list-style-type: none"> • A southbound left turn (100' minimum) into the South entrance. • A northbound right turn lane (minimum 100' lane) into the south entrance. <p>East Brainerd Rd. entrance:</p> <ul style="list-style-type: none"> • An eastbound right turn lane (minimum 100') • A westbound left turn lane into the development (minimum 100') <p>Developer can provide ROW for E. Brainerd Rd. future signal improvement (75' WBL turn lane).</p>	<p>Following review by the Hamilton County Engineer staff of the Traffic Impact Study prepared by Volkert, Inc., dated September 16, 2014, these conditions have been addressed by staff recommended conditions (items 11 and 12 in staff report).</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>B. Natural Buffer To protect the privacy and view of the neighbors the developer agrees to maintain the existing natural vegetation and trees for a distance of 100' from the east boundary and 80' from the south boundary. These buffers will be supplemented with evergreen trees planted in areas as required to achieve and maintain this protection.</p>	<p>Staff recommended condition (#10) includes the 100 feet buffer for Phase I (since staff is just recommending approval of this phase).</p>
<p>C. Clear Cutting No mass clear cutting to occur onsite. Clear cutting to part of the development plan in constructing the development in phases as construction occurs and is to be limited to only that necessary to achieve the phase(s) to be constructed. All areas will be stabilized with ground cover established prior to occupancy. Erosion control measures and ground cover requirements shall be per those set by TDEC and Hamilton County Water Quality Department.</p>	<p>While staff is not recommending this as a condition for this case, staff has no objections to this as a condition. However, all land disturbing activities, including clear cutting, shall comply with Hamilton County Water Quality Program rules and regulations.</p>
<p>D. Lighting Concerns The proposed lighting will be designed to mitigate light trespass, over illumination, glare and light clutter. This will include cutoff fixtures and reduced pole height, and dark sky lighting and directed down and away from adjoining residential areas. Lighting shall be of a type that minimizes glare and nuisance impacts on adjoining residential properties. All interior, exterior and sign lighting is fully lighted the intensity of lighting as measured by a light meter with a cosine corrector shall not exceed 2.0 foot-candles along the property line of the subject premises adjoining residential homes unless shielded by opaque fencing.</p>	<p>Staff does not have the equipment to monitor foot-candles or the capacity to review and enforce this type of requirement. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>E. Protection of waters of the state and wetlands All waters of the state and wetlands will be protected by TDEC and Hamilton County Water Quality. A 30 foot bio-swale and or / landscaped area will be provided along Ooltewah Ringgold Road and East Brainerd Road. Provide calculations indicating the Site's natural water run-off in its current condition compared to the water run-off for the developed Site. All Storm Water shall be treated through the use of a bio-swale or wet detention or other approved system prior to leaving the site. System shall not allow storm water to leave the site at a faster rate than it does in its current and natural state. In the event there are retention ponds utilized for stormwater management the System shall provide for mosquito abatement by implementing the use of fountains and/or waterfalls in wet detention ponds or other system or technique proven in the industry. Applicant's plans, drawings, and specifications for such system shall be stamped by a licensed engineer fully qualified in the design, engineering, and operation of such systems.</p>	<p>While staff is not recommending this as a condition for this case, staff has no objections to this as a condition. However, it should be noted that while the use of bio-swales are encouraged, the overall storm water system plan for all phases of development shall conform to the requirements and must adhere to the design standards of the Hamilton County Water Quality Program.</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>F. Signage A signature “village” clock tower will be located the intersection of Ooltewah Ringgold Road and East Brainerd Road which will include the primary signage for the development and will be built before a maximum of 40,000 sq. ft. of building area will be constructed. Specifically prohibited will be off premises signs (bill boards) and neon signs. Signs should be of consistent design.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement. Wording such as “signature village clock tower” and “consistent design” are not specific or measurable for staff to enforce, or a normal part of the development review process. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>G. Building Design The design of the development will be a village theme. The intent is to reduce the proportions of the buildings to a more human scale. Buildings walls facing public roads: Shall consist of a building bay that is a maximum of 30 feet in width and shall be visually established by architectural features such as column, ribs, pilasters, piers, changes in wall plane, changes in texture or materials and masonry fenestration pattern no less than twelve inches in width. Walls exceeding 30 feet in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent of the entire length of the façade and extending at least twenty percent of the entire length of the façade. Allowance for area will be made for signage as permitted by the sign ordinance. Walls shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises or alternate architectural detail that define human scale along no less than 60 percent of the wall. The composition of the building shall present a clearly recognizable base, middle and top or a clearly defined alternative building composition. The design to achieve unity through compatible materials and colors with building materials that are durable, attractive and have low maintenance and utilize colors that reflect natural tones with no material to be used on more than 50 percent. All buildings in the core to be constructed of building materials from the color palette approved for the center. The village theme to be used throughout including outlying pad sites. Roof top equipment to be screened. Materials prohibited include split shakes, vinyl siding, metal siding, painted block.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement. Wording such as “village theme” and “human scale”, are not specific or measurable for staff to enforce, or a normal part of the development review process. However, staff also understands the desire of the residents to have the applicant incorporate these elements in the project. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>H. Prohibited Uses Storage, car lots, wrecker service, double-wide or manufactured homes, night clubs, adult-oriented business, tattoo parlors, check cashing, pawn, apartments, free standing residential condos,</p>	<p>Staff can enforce the use restrictions noted in the first sentence. However, the remaining sentences that speak to</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>multifamily, fire hall, police station, ambulance station, temporary structures, commercial dairies. Dumpster use only 7am-6pm. Restrictions to apply to entire 51+ acre tract. If any of these restrictions/conditions conflict with any zoning requirements for Hamilton County, the most restrictive requirement shall apply. Construction for exterior work will be limited from 6 am to 7 pm or nightfall.</p>	<p>dumpster operations and construction hours are not part of the development review process. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>I. Community Enhancement Sidewalks will be placed along the interior edge of a bio-swale and or / landscaped area along Ooltewah-Ringgold Road and East Brainerd Road and will connect to the interior buildings. A total minimum of 5% of the total site area shall be provided as green space, open areas and public gathering areas within the parking areas. These areas will include parking lot landscaping, patio or plaza with seating, mini-parks, squares, greens, customer walkways, water feature, clock tower, public art or any other similar deliberately shaped area and/or focal feature that enhance the development and serves as a gathering place. These areas will be built before a maximum of 150,000 sq ft of building are of building area will be constructed. All trees to be minimum 2" caliper with the exception of the boulevard which will be 3" caliper. One tree will be planted for every 20 parking spaces with a maximum of 80 feet between trees. Any diseased or dead trees or other plant material installed on the Site as a Condition or as per the requirements of the current County Landscape Ordinance shall be replaced in a timely manner with a healthy tree or indigenous vegetation of the same or similar species. All installed landscape materials shown on approved plans shall be maintained in healthy condition or replaced for the life of this project. A single tree species cannot make up more than 35% of the total trees to be replanted per the County Landscape Ordinance.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement, in particular determining compliance with what constitutes "mini-park, squares, greens" for the purpose of "enhancing the development". The Hamilton County Zoning ordinance does include landscape requirements and standards that the staff can enforce. However, staff also understands the desire of the residents to have the applicant incorporate these elements in the project. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>J. Building Size The development will not exceed 350,000 total square feet. The maximum size of the largest building will be 150,000 square feet. Height not to exceed 35ft and/ or 2 stories.</p>	<p>Since staff recommends only approval of Phase I at this time, the building footprint maximum was set at 50,000 sq. ft. (see condition #7 in staff report).</p>

2014-119 Hamilton County
October 13, 2014

RESOLUTION

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road.

An unplatted tract of land located on the 9700 Block of East Brainerd Road, beginning at the northeast corner of Tax Map 172-056 and going 401.85 feet southwest, thence 228.84 feet east, thence 1266.93 feet southwest, thence 1260.39 feet northwest, thence 1549.83 feet northeast, thence 1349.81 feet southeast to the point of beginning, being the properties described in Deed Book 7292, Page 572, Deed Book 10249, Page 901, and Deed Book 2842, Page 978, ROHC. Tax Maps 172-056, 056.01, and 064 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on October 13, 2014,

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on October 13, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to:

- 1) Sidewalks will be placed along the interior edge of a bio-swale or landscaped buffer area along Ooltewah-Ringgold Road and East Brainerd Road.

- 2) All internal streets and drives will have a sidewalk with a minimum depth of five (5) feet.
- 3) Internal transportation network shall allow for connections to future development on site and adjacent parcels in the future.
- 4) Dumpsters servicing the site shall be located behind proposed buildings and screened.
- 5) Maintain the existing natural vegetation and trees for a minimum depth of 100 feet where the property abuts parcels 172-068, 172-069, 172-073.03 and 172-073. This buffer shall include supplemental evergreen trees as specified by the Landscape Regulations in Article V, Section 307-D of the Hamilton County Zoning Regulations, in order to maintain a continuous sight obscuring screen. This buffer can be crossed only by pedestrian or street/drive connections to adjoining properties.
- 6) All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include: 1. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government. 2. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas. 3. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.
- 7) All proposed or required improvements on Ooltewah-Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.
- 8) A. Phase I (2016) – Ooltewah-Ringgold Rd.:
Will provide a southbound left turn lane (100' minimum) into the North entrance.
Will provide a southbound left turn lane (100' minimum) into the Middle entrance.
Will provide a northbound right turn lane (minimum 100' full width) into Middle entrance.
- 9) Phase II (2018): None
- 10) Phase III (2020) –
Signalized intersection at the Middle Entrance on Ooltewah-Ringgold Road.
Northbound right turn lane (100 ft. minimum full width storage) at the existing signal at East Brainerd/ Ooltewah-Ringgold Rd.

11) Phase IV (2022)

Ooltewah-Ringgold Rd.:

A southbound left turn (100' minimum) into the South entrance.

A northbound right turn lane (minimum 100' lane) into the south entrance.

East Brainerd Rd. entrance:

An eastbound right turn lane (minimum 100')

A westbound left turn lane into the development (minimum 100')

Developer can provide ROW for E. Brainerd Rd. future signal improvement (75' WBL turn lane).

12) Natural Buffer

To protect the privacy and view of the neighbors the developer agrees to maintain the existing natural vegetation and trees for a distance of 100' from the east boundary and 80' from the south boundary. These buffers will be supplemented with evergreen trees planted in areas as required to achieve and maintain this protection.

13) Clear Cutting

No mass clear cutting to occur onsite. Clear cutting to part of the development plan in constructing the development in phases as construction occurs and is to be limited to only that necessary to achieve the phase(s) to be constructed. All areas will be stabilized with ground cover established prior to occupancy. Erosion control measures and ground cover requirements shall be per those set by TDEC and Hamilton County Water Quality Department.

14) Lighting Concerns

The proposed lighting will be designed to mitigate light trespass, over illumination, glare and light clutter. This will include cutoff fixtures and reduced pole height, and dark sky lighting and directed down and away from adjoining residential areas. Lighting shall be of a type that minimizes glare and nuisance impacts on adjoining residential properties. All interior, exterior and sign lighting is fully lighted the intensity of lighting as measured by a light meter with a cosine corrector shall not exceed 2.0 foot-candles along the property line of the subject premises adjoining residential homes unless shielded by opaque fencing.

15) Protection of waters of the state and wetlands

All waters of the state and wetlands will be protected by TDEC and Hamilton County Water Quality. A 30 foot bio-swale and or / landscaped area will be provided along Ooltewah Ringgold Road and East Brainerd Road. Provide calculations indicating the Site's natural water run-off in its current condition

compared to the water run-off for the developed Site. All Storm Water shall be treated through the use of a bio-swale or wet detention or other approved system prior to leaving the site. System shall not allow storm water to leave the site at a faster rate than it does in its current and natural state. In the event there are retention ponds utilized for stormwater management the System shall provide for mosquito abatement by implementing the use of fountains and/or waterfalls in wet detention ponds or other system or technique proven in the industry. Applicant's plans, drawings, and specifications for such system shall be stamped by a licensed engineer fully qualified in the design, engineering, and operation of such systems.

16) Signage

A signature "village" clock tower will be located the intersection of Ooltewah Ringgold Road and East Brainerd Road which will include the primary signage for the development and will be built before a maximum of 40,000 sq. ft. of building area will be constructed. Specifically prohibited will be off premises signs (bill boards) and neon signs. Signs should be of consistent design.

17) Building Design

The design of the development will be a village theme. The intent is to reduce the proportions of the buildings to a more human scale. Buildings walls facing public roads: Shall consist of a building bay that is a maximum of 30 feet in width and shall be visually established by architectural features such as column, ribs, pilasters, piers, changes in wall plane, changes in texture or materials and masonry fenestration pattern no less than twelve inches in width. Walls exceeding 30 feet in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent of the entire length of the façade and extending at least twenty percent of the entire length of the façade. Allowance for area will be made for signage as permitted by the sign ordinance. Walls shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises or alternate architectural detail that define human scale along no less than 60 percent of the wall. The composition of the building shall present a clearly recognizable base, middle and top or a clearly defined alternative building composition. The design to achieve unity through compatible materials and colors with building materials that are durable, attractive and have low maintenance and utilize colors that reflect natural tones with no material to be used on more than 50 percent. All buildings in the core to be constructed of building materials

from the color palette approved for the center. The village theme to be used throughout including outlying pad sites. Roof top equipment to be screened. Materials prohibited include split shakes, vinyl siding, metal siding, painted block.

18) Prohibited Uses

Storage, car lots, wrecker service, double-wide or manufactured homes, night clubs, adult-oriented business, tattoo parlors, check cashing, pawn, apartments, free standing residential condos, multifamily, fire hall, police station, ambulance station, temporary structures, commercial dairies. Dumpster use only 7am-6pm. Restrictions to apply to entire 51+ acre tract. If any of these restrictions/conditions conflict with any zoning requirements for Hamilton County, the most restrictive requirement shall apply.

Construction for exterior work will be limited from 6 am to 7 pm or nightfall.

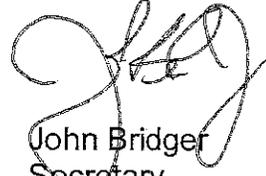
19) Community Enhancement

Sidewalks will be placed along the interior edge of a bio-swale and or / landscaped area along Ooltewah-Ringgold Road and East Brainerd Road and will connect to the interior buildings. A total minimum of 5% of the total site area shall be provided as green space, open areas and public gathering areas within the parking areas. These areas will include parking lot landscaping, patio or plaza with seating, mini-parks, squares, greens, customer walkways, water feature, clock tower, public art or any other similar deliberately shaped area and/or focal feature that enhance the development and serves as a gathering place. These areas will be built before a maximum of 150,000 sq ft of building area of building area will be constructed. All trees to be minimum 2" caliper with the exception of the boulevard which will be 3" caliper. One tree will be planted for every 20 parking spaces with a maximum of 80 feet between trees. Any diseased or dead trees or other plant material installed on the Site as a Condition or as per the requirements of the current County Landscape Ordinance shall be replaced in a timely manner with a healthy tree or indigenous vegetation of the same or similar species. All installed landscape materials shown on approved plans shall be maintained in healthy condition or replaced for the life of this project. A single tree species cannot make up more than 35% of the total trees to be replanted per the County Landscape Ordinance.

20) Building Size

The development will not exceed 350,000 total square feet. The maximum size of the largest building will be 150,000 square feet. Height not to exceed 35ft and/ or 2 stories.

Respectfully submitted,



John Bridger
Secretary



2014-119 Rezoning from A-1 and C-2 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-119:
 Approve, subject to the list of conditions in the Planning Commission Resolution.



750 ft



Chattanooga Hamilton County Regional Planning Agency





Hamilton County Board of Commissioners

RESOLUTION

No. 1114-25C

(P.C. NO. 2014-119)

**A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT TO C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT, PROPERTY LOCATED ON
THE 9700 BLOCK OF EAST BRAINERD ROAD**

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVille/Ant Group, 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 November 19, 2014, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended, subject to:

1. Concrete sidewalks, minimum width of 5 feet, shall be placed along the interior edge of the landscaped buffer along Ooltewah Ringgold Road and East Brainerd Road. Sidewalks shall be outside the right of way.
2. Concrete sidewalks, minimum width of 5 feet, shall be placed along all interior and private streets and drives.
3. Dumpsters serving the site shall be located behind buildings and screened on all four sides with landscaping and/or fencing.

4. Existing natural vegetation and trees shall be preserved and protected for a distance of 100 feet from the east boundary and 80 feet from the south boundary.
5. All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include: a. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government. b. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas. c. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.
6. All proposed or required improvements on Ooltewah Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.
7. All exterior pole lighting shall be a maximum of 30 feet in height.
8. Off premises (bill boards) and neon signs shall be prohibited.
9. Storage, car lots, wrecker service, double-wide or manufactured homes, night clubs, adult-oriented business, tattoo parlors, check cashing, pawn, apartments, free standing residential condos, multifamily, temporary structures, and commercial dairies are prohibited uses.
10. The buildings within the development shall not exceed 350,000 total square feet, 150,000 maximum building size, or 35 feet and/or 2 stories in height.

to rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road. An unplatted tract of land located on the 9700 Block of East Brainerd Road, beginning at the northeast corner of Tax Map 172-056 and going 401.85 feet southwest, thence 228.84 feet east, thence 1266.93 feet southwest, thence 1260.39 feet northwest, thence 1549.83 feet northeast, thence 1349. 81 feet southeast to the point of beginning, being the properties described in Deed Book 7292, Page 572, Deed Book 10249, Page 901, and Deed Book 2842, Page 978, ROHC. Tax Maps 172-056, 056.01, and 064 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

November 19, 2014

Date

STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-119	PC Meeting Date: 10-13-14
Applicant Request:	Rezone from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District	
Property Location:	9700 block East Brainerd Road	
Property Owner:	Barbara M. DeVille / ANT Group, LLC	
Applicant:	Neuhoff Taylor Architects	
Staff Recommendation:	APPROVE "PHASE 1" PORTION OF REQUEST, WITH CONDITIONS	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is proposing a 51 acre commercial development on the southeast corner of East Brainerd Road and Ooltewah-Ringgold Road. The proposal shows approximately 350,000 square feet of commercial space in 5 large buildings and 11 outparcels across the site meant to be built in four phases. Phase 1 is proposed to include a 50,000 sq. ft. grocery store and 60,980 sq. ft. of building retail for a total of 110,980 sq. ft. of retail development to be completed by 2016 according to the submitted traffic study. Phase 2 includes an additional 14,700 sq. ft. of retail to be completed by 2018. Phase 3 includes an additional 56,145 sq. ft. of retail to be completed by 2020. Phase 4 (last phase) includes an additional 167,730 sq. ft. of retail to be completed by 2022. For a scale comparison, the Target Center on Gunbarrel Road (including outparcels) totals approximately 30 acres and 320,000 sq. ft. of retail. The Oak Park Town Center (including outparcels) on Highway 153 totals approximately 45 acres and 429,000 sq. ft. of retail.

It should also be noted that prior to this request, the applicant had submitted two prior proposals, the last of which proposed a multi-use development that consisted of 22.5 acres of C-2 Local Business Commercial District zoning and 24.6 acres for R-3 Apartment-Townhouse District zoning. **The current proposal** is to rezone the entire 51 acres to C-2 Local Business Commercial District zoning that includes a set of proposed conditions offered by the applicant (see Attachment B of this report for reference) as a result of several meetings between the applicant and resident leaders in the area.

Site Description

The 51 acre site consists of three (3) parcels of property; the two smaller parcels are currently utilized as a single-family residence and a commercial building, while the larger parcel currently is vacant, consisting of open grass areas and woodlands. Adjacent surrounding properties are single-family residential to the north and east. To the west, across Ooltewah-Ringgold Road from the site, are commercial uses including a drive-through restaurant and a Super Bi-Lo commercial development, and an R-1 Residential Planned Unit Development with a conditioned density cap of 2.8 du/acre for a total of 148 units. At the northwest corner of the site is an existing small-scale commercial use. Both Ooltewah-Ringgold and East Brainerd Roads are two-lane roads that service this site. The existing portion of the site zoned C-2 Local Business Commercial District (12.8 acres) has no conditions and could accommodate approximately 76,000 to 100,000 sq. ft. of commercial development based on an assumed yield range of 6,000-8,000 sq. ft. per acre (based on calculated yields from several grocery store shopping centers, including across the street).

STAFF CASE REPORT TO PLANNING COMMISSION

Zoning History

This site currently has two zoning designations, C-2 Local Business Commercial District and A-1 Agricultural District. Part of parcel 172-056 and all of parcel 172-056.01 were zoned C-2 Local Business Commercial District in 1972 totaling approximately 8 acres. Parcel 172-064, a 2 acre tract of land, was rezoned to C-2 Local Business Commercial District with four conditions in 2008 by Hamilton County Resolution 1008-31B. Those conditions consist of: 1) no automobile service stations and no fast food restaurants with drive-thru's; 2) a 20 foot deep landscape yard (as measured towards the interior of the property) along the shared property line of the adjoining parcels to the south and east. The landscaping yard shall consist of evergreen trees spaced a maximum of ten feet on center or two staggered rows (spaced a maximum of seven feet apart) of shrubs spaced a maximum of eight feet on center, and one row of shade trees spaced a maximum of 35 feet on center; 3) 15' of property (measured perpendicular to the existing right-of-way) being reserved for future road widening; and 4) an eight (8) foot street yard with trees to be planted at a minimum ratio of one (1) tree per thirty-five linear feet of right-of-way frontage. The remainder of the project site has no conditions.

The C-2 Local Business Commercial District across Ooltewah-Ringgold Road to the west of the site (Bi-Lo shopping area) was rezoned in 1998 (totaling approximately 14.6 acres).

Plans/Policies

The East Brainerd Corridor Community Plan addresses the properties located on the western edge of the intersection of Ooltewah-Ringgold Road and East Brainerd Road immediately across from the site. The plan recommendation for these properties is a concentration of medium to high intensity mixed-uses to be planned and constructed as a unit. It also recommends improvements be made to both roads.

The Comprehensive Plan 2030 highlights this intersection and surrounding area as an "Opportunity Area" within the Outer Suburban Growth development sector. The plan defers to the East Brainerd Corridor Community Plan intended use again as a medium to high intensity mixed-uses zone to be planned and constructed as a unit. In outlining the appropriate development patterns for activity centers in the Outer Suburban Growth Development Sector, the Comprehensive Plan notes that these centers should be located at the intersection of significant thoroughfares and designed according to one of two models: the Traditional Neighborhood Development Model or the Suburban Development Model with modifications. The proposed site plan as submitted is more aligned with the Suburban Development Model. The Comprehensive Plan notes that these more conventional suburban activity centers tend to be multi-use instead of mixed use, less defined and dispersed throughout the community, but should incorporate several improvements as noted below:

- 1) Greater integration of uses either through Mixed-Use (multiple uses in one building) and/or Multi-Use development (multiple uses within a site)
 - 2) More public green space
 - 3) Parking lots that do not dominate the site
 - 4) Greater street connectivity to provide a variety of routes for daily trips and emergency access
 - 5) Better pedestrian access
 - 6) More attention to architectural details and landscaping
-

STAFF CASE REPORT TO PLANNING COMMISSION

The Chattanooga-Hamilton County/North Georgia Transportation Planning Organization's (TPO) 2040 Regional Transportation Plan does not include any proposed improvements for Ooltewah-Ringgold Road, but improvement to the intersection of Ooltewah-Ringgold Road and East Brainerd Road are expected to be constructed in 2014 as documented in the TPO's 2014-2017 Transportation Improvement Program (TIP).

The TDOT Regional Traffic Engineering office provided additional feedback noting that the primary access to the proposed development off of Ooltewah-Ringgold Road would need to align with the existing Bi-Lo entrance, and that a traffic signal warrant analysis will be needed to determine if a signal is needed at that location. They also noted that the proposed secondary entrance further north on Ooltewah-Ringgold Road may require additional modifications to Ooltewah-Ringgold Road to maintain traffic flow. They recommend no driveways within 300 linear feet of the Ooltewah-Ringgold Road – East Brainerd Road intersection, as specified in their Access Control guidelines.

Hamilton County Infrastructure & Operational Comments

All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

Additional requirements, if needed, are indicated by department below either as comments or as conditions recommended to be attached to the final resolution.

Engineering

Hamilton County Engineering has reviewed the Traffic Impact Study prepared by Volkert, Inc., dated September 16, 2014. Trip generation volumes presented in the study are in line with standard engineering practices, utilizing the latest ITE Trip Generation Manual. Many assumptions are required at this stage of planning a new development. The proposed traffic for each stage of development can vary in vehicle trips, but the analysis of trip generation and report is acceptable in estimating the traffic impact for the area.

The Hamilton County Engineering Department recommends Conditions No. 11 and 12 which are noted in the RPA Summary below.

RPA Summary

While there are no site-specific plan recommendations for this site, the East Brainerd Corridor Community Plan and the Comprehensive Plan do indicate that this location is appropriate for a medium to high intensity mixed-use activity center. Prior to this request, RPA staff has reviewed two different proposals for this location.

The first request (29.2 acres retail and 24.6 acres for apartments) was recommended for denial by staff for the following reasons: 1) the size of the request would not be appropriate for this location based on the established, predominant residential character of the area; 2) extending the commercial zoning farther south along Ooltewah-Ringgold Road would not be compatible with an existing residential PUD community that would be across from this commercial development; 3) the limited existing road

STAFF CASE REPORT TO PLANNING COMMISSION

infrastructure (two lane roads) and current planned improvements for the immediate area to service this development; and 4) lack of a site plan for the apartment portion.

The second request incorporated a reduced commercial area (from 29.2 acres to 22.5 acres) in addition to the 24.6 acres for apartments. The RPA recommended approval with conditions after a deferral for the applicant to meet with staff and re-evaluate shrinking the size and scale of commercial and better integrating residential uses with commercial uses.

The current request is to rezone a total of 51 acres to commercial (built out over 8 years in four phases), includes approximately 350,000 sq. ft. of retail with no incorporation of other residential uses. This is a substantial increase in proposed commercial zoning from the previous requests (29.2 acres and 22.5 acres) and represents a shift away from the multi-use recommendations presented by both the East Brainerd Corridor Community Plan and the Comprehensive Plan. Based on the previous staff reports and adopted policy, the current proposal to rezone 51 acres for commercial at this time would not be appropriate.

However, staff also acknowledges that this intersection is appropriate for medium to high intensity mixed use development that could include several combinations of retail, office, and residential uses that can include single family, townhomes, patio homes and/or multi-family dwellings.

What is noted as "Phase 1" in the applicant's plan can be an appropriate scope of commercial for the area; however, the proposed site plan would require modifications to better align with the Comprehensive Plan and East Brainerd Plan recommendations. The RPA has provided an illustrative concept plan to demonstrate how such development could be done to better align with the East Brainerd and Comprehensive Plan recommendations (Attachment A).

The area recommended for approval by staff is defined by the Phase 1 site plan. This area is approximate in size to the acreage the RPA recommended to approve in the previous case for the site (2014-069). **The RPA recommends an approval of the Phase 1 area for C-2 Business Commercial District zoning with conditions.** In preparing the recommended conditions below, RPA staff did review the conditions presented by the developer for reference (Attachment B). Staff reviewed each condition and made comments. It should be noted that some conditions are not deemed to be enforceable; in these situations, staff recommends that the applicant consider recording these as private restrictive covenants. Staff also noted where some of the proposed conditions by the applicant will also have to comply with the County's permitting requirements (land disturbing and stormwater review in particular).

Where appropriate, staff included the proposed conditions by the applicant into the staff recommended conditions below:

Staff Recommended Conditions	Staff Comments
1. All Buildings shall front internal streets or internal drives, with parking to the side or rear. Parking shall not be located between the building and the primary streets/drives.	The positioning of buildings and parking relative to the internal drives in the proposal still reflects a conventional suburban design (large surface parking lot areas placed in front of buildings). As a result, parking areas still dominate the site which is inconsistent with the Comprehensive Plan design

STAFF CASE REPORT TO PLANNING COMMISSION

	<p>principle that parking lots should not dominate the site. This recommended condition is intended to minimize the dominance of parking and create a more attractive pedestrian environment by placing the buildings along the drives and the parking to the side or rear.</p>
<p>2. Blocks shall be no longer than 400’.</p> <p>3. No single blocks perimeter shall be greater than 1400’.</p>	<p>The block length conditions are based on the lengths proposed in Phase 1. Establishing a maximum block length ensures that the internal drives do not extend too far without a break, enhancing walkability, as well as added opportunity for more visible retail locations.</p>
<p>4. Sidewalks will be placed along the interior edge of a bio-swale or landscaped buffer area along Ooltewah-Ringgold Road and East Brainerd Road.</p>	<p>This condition is based on the applicant’s site plan and proposed conditions for an internal pedestrian circulation system. It was added to ensure that the sidewalks are built as proposed on the site plan.</p>
<p>5. All internal streets and drives will have a sidewalk with a minimum depth of five (5) feet.</p>	<p>This condition ensures that the proposed internal streets and drives have sidewalks for pedestrian connectivity.</p>
<p>6. Internal transportation network shall allow for connections to future development on site and adjacent parcels in the future.</p>	<p>To provide opportunities for connectivity between the site and the surrounding tracts, the street/drive network should be designed to allow for connections to future phases of the development. This is consistent with the Comprehensive Plan recommendation for greater street connectivity as a design element for suburban multi-use centers.</p>
<p>7. Each building/structure on the site shall have a footprint that is 25,000 square feet or less, with the exception of one building which may have a footprint of up to 50,000 square feet.</p>	<p>The largest building proposed for Phase 1 is 50,000 square feet to accommodate one major anchor. This condition ensures that the remaining buildings on the site have smaller footprints to create a more attractive pedestrian environment.</p>
<p>8. Dumpsters servicing the site shall be located behind proposed buildings and screened.</p>	<p>This condition ensures that dumpsters are not visible from the street.</p>
<p>9. Drive-throughs must be located in rear of buildings.</p>	<p>This condition maintains pedestrian environment and minimizes conflicts between car related activity and pedestrian walkways.</p>
<p>10. Maintain the existing natural vegetation and trees for a minimum depth of 100 feet where the property abuts parcels 172-068,</p>	<p>The 100 feet is proposed by the applicant as part of their proposed conditions. This condition provides additional clarity on where the buffer should be</p>

STAFF CASE REPORT TO PLANNING COMMISSION

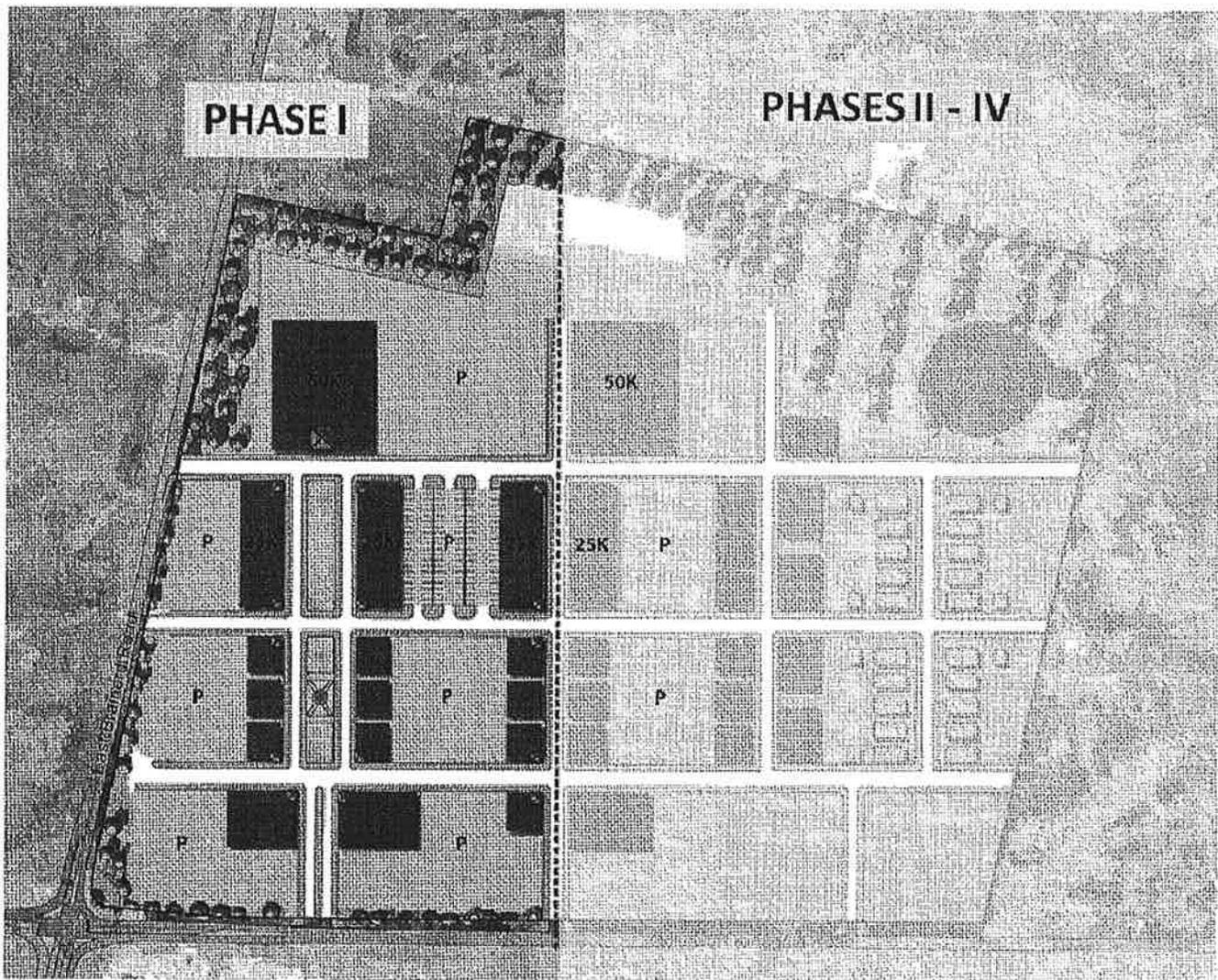
<p>172-069, 172-073.03 and 172-073. This buffer shall include supplemental evergreen trees as specified by the Landscape Regulations in Article V, Section 307-D of the Hamilton County Zoning Regulations, in order maintain a continuous sight obscuring screen. This buffer can be crossed only by pedestrian or street/drive connections to adjoining properties.</p>	<p>provided (specific parcels). The condition also allows the opportunity for future connections across the buffer to the adjoining property.</p>
<p>11. All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include: 1. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government. 2. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas. 3. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.</p>	<p>Due to the possible variation in vehicle trips estimated in the Traffic Impact Study and the entrance drive off East Brainerd Road being constructed during the first phase of the development, Hamilton County Engineering staff will require turn lane improvements recommended in phase four as part of phase one construction.</p>
<p>12. All proposed or required improvements on Ooltewah Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.</p>	<p>Due to the possible variation in vehicle trips estimated in the Traffic Impact Study, Hamilton County Engineering staff will require improvements recommended in later phases as part of phase one construction.</p> <p>TDOT Comments:</p> <ul style="list-style-type: none"> • All necessary permits and memorandums of understanding must be acquired from TDOT prior to any work activities. • It is recommended that the proposed traffic signal on SR321 should not become operational until warrants are met.

STAFF CASE REPORT TO PLANNING COMMISSION

APPENDIX A

ILLUSTRATIVE SITE PLAN

This plan is for illustrative purposes only to show the relationship between building fronts, drives/streets, and parking based on the Comprehensive Plan design principles. This plan does show the same square footage of buildings proposed for Phase I and uses the same street/drive pattern in the site plan. The later phases show how other uses (orange – townhomes; yellow - small lot single family) can be incorporated into the development design.



STAFF CASE REPORT TO PLANNING COMMISSION

APPENDIX B

PROPOSED CONDITIONS BY THE APPLICANT

RPA, Hamilton County Engineering, Hamilton County Building Inspections and Hamilton County Water Quality staff reviewed the proposed conditions offered by the applicant as part of the rezoning request. Some of the proposed conditions were incorporated in the staff recommended conditions. Some were noted in the staff comments as not appropriate for conditions due to ambiguity of the language for determining compliance, or went beyond the normal scope of development review which the Hamilton County development review staff is equipped to enforce. In these circumstances, the staff notes that the applicant may want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.

CONDITION	STAFF COMMENTS
<p>A. Phase I (2016) – Ooltewah-Ringgold Rd.:</p> <ul style="list-style-type: none"> • Will provide a southbound left turn lane (100' minimum) into the North entrance. • Will provide a southbound left turn lane (100' minimum) into the Middle entrance. • Will provide a northbound right turn lane (minimum 100' full width) into Middle entrance. <p>Phase II (2018)</p> <ul style="list-style-type: none"> • None <p>Phase III (2020) –</p> <ul style="list-style-type: none"> • Signalized intersection at the Middle Entrance on Ooltewah-Ringgold Road. • Northbound right turn lane (100 ft. minimum full width storage) at the existing signal at East Brainerd/ Ooltewah-Ringgold Rd. <p>Phase IV (2022) Ooltewah-Ringgold Rd.:</p> <ul style="list-style-type: none"> • A southbound left turn (100' minimum) into the South entrance. • A northbound right turn lane (minimum 100' lane) into the south entrance. <p>East Brainerd Rd. entrance:</p> <ul style="list-style-type: none"> • An eastbound right turn lane (minimum 100') • A westbound left turn lane into the development (minimum 100') <p>Developer can provide ROW for E. Brainerd Rd. future signal improvement (75' WBL turn lane).</p>	<p>Following review by the Hamilton County Engineer staff of the Traffic Impact Study prepared by Volkert, Inc., dated September 16, 2014, these conditions have been addressed by staff recommended conditions (items 11 and 12 in staff report).</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>B. Natural Buffer To protect the privacy and view of the neighbors the developer agrees to maintain the existing natural vegetation and trees for a distance of 100' from the east boundary and 80' from the south boundary. These buffers will be supplemented with evergreen trees planted in areas as required to achieve and maintain this protection.</p>	<p>Staff recommended condition (#10) includes the 100 feet buffer for Phase I (since staff is just recommending approval of this phase).</p>
<p>C. Clear Cutting No mass clear cutting to occur onsite. Clear cutting to part of the development plan in constructing the development in phases as construction occurs and is to be limited to only that necessary to achieve the phase(s) to be constructed. All areas will be stabilized with ground cover established prior to occupancy. Erosion control measures and ground cover requirements shall be per those set by TDEC and Hamilton County Water Quality Department.</p>	<p>While staff is not recommending this as a condition for this case, staff has no objections to this as a condition. However, all land disturbing activities, including clear cutting, shall comply with Hamilton County Water Quality Program rules and regulations.</p>
<p>D. Lighting Concerns The proposed lighting will be designed to mitigate light trespass, over illumination, glare and light clutter. This will include cutoff fixtures and reduced pole height, and dark sky lighting and directed down and away from adjoining residential areas. Lighting shall be of a type that minimizes glare and nuisance impacts on adjoining residential properties. All interior, exterior and sign lighting is fully lighted the intensity of lighting as measured by a light meter with a cosine corrector shall not exceed 2.0 foot-candles along the property line of the subject premises adjoining residential homes unless shielded by opaque fencing.</p>	<p>Staff does not have the equipment to monitor foot-candles or the capacity to review and enforce this type of requirement. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>E. Protection of waters of the state and wetlands All waters of the state and wetlands will be protected by TDEC and Hamilton County Water Quality. A 30 foot bio-swale and or / landscaped area will be provided along Ooltewah Ringgold Road and East Brainerd Road. Provide calculations indicating the Site's natural water run-off in its current condition compared to the water run-off for the developed Site. All Storm Water shall be treated through the use of a bio-swale or wet detention or other approved system prior to leaving the site. System shall not allow storm water to leave the site at a faster rate than it does in its current and natural state. In the event there are retention ponds utilized for stormwater management the System shall provide for mosquito abatement by implementing the use of fountains and/or waterfalls in wet detention ponds or other system or technique proven in the industry. Applicant's plans, drawings, and specifications for such system shall be stamped by a licensed engineer fully qualified in the design, engineering, and operation of such systems.</p>	<p>While staff is not recommending this as a condition for this case, staff has no objections to this as a condition. However, it should be noted that while the use of bio-swales are encouraged, the overall storm water system plan for all phases of development shall conform to the requirements and must adhere to the design standards of the Hamilton County Water Quality Program.</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>F. Signage A signature "village" clock tower will be located the intersection of Ooltewah Ringgold Road and East Brainerd Road which will include the primary signage for the development and will be built before a maximum of 40,000 sq. ft. of building area will be constructed. Specifically prohibited will be off premises signs (bill boards) and neon signs. Signs should be of consistent design.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement. Wording such as "signature village clock tower" and "consistent design" are not specific or measurable for staff to enforce, or a normal part of the development review process. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>G. Building Design The design of the development will be a village theme. The intent is to reduce the proportions of the buildings to a more human scale. Buildings walls facing public roads: Shall consist of a building bay that is a maximum of 30 feet in width and shall be visually established by architectural features such as column, ribs, pilasters, piers, changes in wall plane, changes in texture or materials and masonry fenestration pattern no less than twelve inches in width. Walls exceeding 30 feet in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent of the entire length of the façade and extending at least twenty percent of the entire length of the façade. Allowance for area will be made for signage as permitted by the sign ordinance. Walls shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises or alternate architectural detail that define human scale along no less than 60 percent of the wall. The composition of the building shall present a clearly recognizable base, middle and top or a clearly defined alternative building composition. The design to achieve unity through compatible materials and colors with building materials that are durable, attractive and have low maintenance and utilize colors that reflect natural tones with no material to be used on more than 50 percent. All buildings in the core to be constructed of building materials from the color palette approved for the center. The village theme to be used throughout including outlying pad sites. Roof top equipment to be screened. Materials prohibited include split shakes, vinyl siding, metal siding, painted block.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement. Wording such as "village theme" and "human scale", are not specific or measurable for staff to enforce, or a normal part of the development review process. However, staff also understands the desire of the residents to have the applicant incorporate these elements in the project. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>H. Prohibited Uses Storage, car lots, wrecker service, double-wide or manufactured homes, night clubs, adult-oriented business, tattoo parlors, check cashing, pawn, apartments, free standing residential condos,</p>	<p>Staff can enforce the use restrictions noted in the first sentence. However, the remaining sentences that speak to</p>

STAFF CASE REPORT TO PLANNING COMMISSION

<p>multifamily, fire hall, police station, ambulance station, temporary structures, commercial dairies. Dumpster use only 7am-6pm. Restrictions to apply to entire 51+ acre tract. If any of these restrictions/conditions conflict with any zoning requirements for Hamilton County, the most restrictive requirement shall apply. Construction for exterior work will be limited from 6 am to 7 pm or nightfall.</p>	<p>dumpster operations and construction hours are not part of the development review process. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>I. Community Enhancement Sidewalks will be placed along the interior edge of a bio-swale and or / landscaped area along Ooltewah-Ringgold Road and East Brainerd Road and will connect to the interior buildings. A total minimum of 5% of the total site area shall be provided as green space, open areas and public gathering areas within the parking areas. These areas will include parking lot landscaping, patio or plaza with seating, mini-parks, squares, greens, customer walkways, water feature, clock tower, public art or any other similar deliberately shaped area and/or focal feature that enhance the development and serves as a gathering place. These areas will be built before a maximum of 150,000 sq ft of building area of building area will be constructed. All trees to be minimum 2" caliper with the exception of the boulevard which will be 3" caliper. One tree will be planted for every 20 parking spaces with a maximum of 80 feet between trees. Any diseased or dead trees or other plant material installed on the Site as a Condition or as per the requirements of the current County Landscape Ordinance shall be replaced in a timely manner with a healthy tree or indigenous vegetation of the same or similar species. All installed landscape materials shown on approved plans shall be maintained in healthy condition or replaced for the life of this project. A single tree species cannot make up more than 35% of the total trees to be replanted per the County Landscape Ordinance.</p>	<p>Staff does not have the capacity to review and enforce this type of requirement, in particular determining compliance with what constitutes "mini-park, squares, greens" for the purpose of "enhancing the development". The Hamilton County Zoning ordinance does include landscape requirements and standards that the staff can enforce. However, staff also understands the desire of the residents to have the applicant incorporate these elements in the project. The applicant <u>may</u> want to consider restrictive covenants or other appropriate private legal restrictions as a compliance tool.</p>
<p>J. Building Size The development will not exceed 350,000 total square feet. The maximum size of the largest building will be 150,000 square feet. Height not to exceed 35ft and/ or 2 stories.</p>	<p>Since staff recommends only approval of Phase I at this time, the building footprint maximum was set at 50,000 sq. ft. (see condition #7 in staff report).</p>

2014-119 Hamilton County
October 13, 2014

RESOLUTION

WHEREAS, Neuhoff Taylor Architects/Barbara Moss BeVile/Ant Group, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, property located on the 9700 Block of East Brainerd Road.

An unplatted tract of land located on the 9700 Block of East Brainerd Road, beginning at the northeast corner of Tax Map 172-056 and going 401.85 feet southwest, thence 228.84 feet east, thence 1266.93 feet southwest, thence 1260.39 feet northwest, thence 1549.83 feet northeast, thence 1349.81 feet southeast to the point of beginning, being the properties described in Deed Book 7292, Page 572, Deed Book 10249, Page 901, and Deed Book 2842, Page 978, ROHC. Tax Maps 172-056, 056.01, and 064 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on October 13, 2014,

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on October 13, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to:

- 1) Sidewalks will be placed along the interior edge of a bio-swale or landscaped buffer area along Ooltewah-Ringgold Road and East Brainerd Road.

- 2) All internal streets and drives will have a sidewalk with a minimum depth of five (5) feet.
- 3) Internal transportation network shall allow for connections to future development on site and adjacent parcels in the future.
- 4) Dumpsters servicing the site shall be located behind proposed buildings and screened.
- 5) Maintain the existing natural vegetation and trees for a minimum depth of 100 feet where the property abuts parcels 172-068, 172-069, 172-073.03 and 172-073. This buffer shall include supplemental evergreen trees as specified by the Landscape Regulations in Article V, Section 307-D of the Hamilton County Zoning Regulations, in order to maintain a continuous sight obscuring screen. This buffer can be crossed only by pedestrian or street/drive connections to adjoining properties.
- 6) All improvements on East Brainerd Road will require approval from the Hamilton County Engineering Department. Improvements include: 1. Right of Way in the amount of 40 feet from the centerline shall be dedicated to Hamilton County Government. 2. The existing drainage ditch line shall be relocated as required to the south to allow a minimum 4 foot paved shoulder. The drainage ditch may be piped along the shoulder or in the areas adjacent to driveways to allow for additional backfilled areas. 3. An eastbound right turn lane (minimum 100') and westbound left turn lane (minimum 100') into the proposed development will be required during construction of phase one.
- 7) All proposed or required improvements on Ooltewah-Ringgold Road, State Route 321, are subject to approval by the Tennessee Department of Transportation (TDOT). If acceptable to TDOT, the middle entrance to the development (south entrance of phase one) and the traffic signal, if warranted, will be required during construction of phase one.
- 8) A. Phase I (2016) – Ooltewah-Ringgold Rd.:
Will provide a southbound left turn lane (100' minimum) into the North entrance.
Will provide a southbound left turn lane (100' minimum) into the Middle entrance.
Will provide a northbound right turn lane (minimum 100' full width) into Middle entrance.
- 9) Phase II (2018): None
- 10) Phase III (2020) –
Signalized intersection at the Middle Entrance on Ooltewah-Ringgold Road.
Northbound right turn lane (100 ft. minimum full width storage) at the existing signal at East Brainerd/ Ooltewah-Ringgold Rd.

11) Phase IV (2022)

Ooltewah-Ringgold Rd.:

A southbound left turn (100' minimum) into the South entrance.

A northbound right turn lane (minimum 100' lane) into the south entrance.

East Brainerd Rd. entrance:

An eastbound right turn lane (minimum 100')

A westbound left turn lane into the development (minimum 100')

Developer can provide ROW for E. Brainerd Rd. future signal improvement (75' WBL turn lane).

12) Natural Buffer

To protect the privacy and view of the neighbors the developer agrees to maintain the existing natural vegetation and trees for a distance of 100' from the east boundary and 80' from the south boundary. These buffers will be supplemented with evergreen trees planted in areas as required to achieve and maintain this protection.

13) Clear Cutting

No mass clear cutting to occur onsite. Clear cutting to part of the development plan in constructing the development in phases as construction occurs and is to be limited to only that necessary to achieve the phase(s) to be constructed. All areas will be stabilized with ground cover established prior to occupancy. Erosion control measures and ground cover requirements shall be per those set by TDEC and Hamilton County Water Quality Department.

14) Lighting Concerns

The proposed lighting will be designed to mitigate light trespass, over illumination, glare and light clutter. This will include cutoff fixtures and reduced pole height, and dark sky lighting and directed down and away from adjoining residential areas. Lighting shall be of a type that minimizes glare and nuisance impacts on adjoining residential properties. All interior, exterior and sign lighting is fully lighted the intensity of lighting as measured by a light meter with a cosine corrector shall not exceed 2.0 foot-candles along the property line of the subject premises adjoining residential homes unless shielded by opaque fencing.

15) Protection of waters of the state and wetlands

All waters of the state and wetlands will be protected by TDEC and Hamilton County Water Quality. A 30 foot bio-swale and or / landscaped area will be provided along Ooltewah Ringgold Road and East Brainerd Road. Provide calculations indicating the Site's natural water run-off in its current condition

compared to the water run-off for the developed Site. All Storm Water shall be treated through the use of a bio-swale or wet detention or other approved system prior to leaving the site. System shall not allow storm water to leave the site at a faster rate than it does in its current and natural state. In the event there are retention ponds utilized for stormwater management the System shall provide for mosquito abatement by implementing the use of fountains and/or waterfalls in wet detention ponds or other system or technique proven in the industry. Applicant's plans, drawings, and specifications for such system shall be stamped by a licensed engineer fully qualified in the design, engineering, and operation of such systems.

16) Signage

A signature "village" clock tower will be located the intersection of Ooltewah Ringgold Road and East Brainerd Road which will include the primary signage for the development and will be built before a maximum of 40,000 sq. ft. of building area will be constructed. Specifically prohibited will be off premises signs (bill boards) and neon signs. Signs should be of consistent design.

17) Building Design

The design of the development will be a village theme. The intent is to reduce the proportions of the buildings to a more human scale. Buildings walls facing public roads: Shall consist of a building bay that is a maximum of 30 feet in width and shall be visually established by architectural features such as column, ribs, pilasters, piers, changes in wall plane, changes in texture or materials and masonry fenestration pattern no less than twelve inches in width. Walls exceeding 30 feet in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent of the entire length of the façade and extending at least twenty percent of the entire length of the façade. Allowance for area will be made for signage as permitted by the sign ordinance. Walls shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises or alternate architectural detail that define human scale along no less than 60 percent of the wall. The composition of the building shall present a clearly recognizable base, middle and top or a clearly defined alternative building composition. The design to achieve unity through compatible materials and colors with building materials that are durable, attractive and have low maintenance and utilize colors that reflect natural tones with no material to be used on more than 50 percent. All buildings in the core to be constructed of building materials

from the color palette approved for the center. The village theme to be used throughout including outlying pad sites. Roof top equipment to be screened. Materials prohibited include split shakes, vinyl siding, metal siding, painted block.

18) Prohibited Uses

Storage, car lots, wrecker service, double-wide or manufactured homes, night clubs, adult-oriented business, tattoo parlors, check cashing, pawn, apartments, free standing residential condos, multifamily, fire hall, police station, ambulance station, temporary structures, commercial dairies. Dumpster use only 7am-6pm. Restrictions to apply to entire 51+ acre tract. If any of these restrictions/conditions conflict with any zoning requirements for Hamilton County, the most restrictive requirement shall apply.

Construction for exterior work will be limited from 6 am to 7 pm or nightfall.

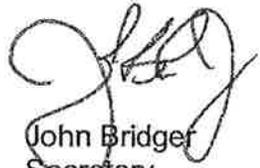
19) Community Enhancement

Sidewalks will be placed along the interior edge of a bio-swale and or / landscaped area along Ooltewah-Ringgold Road and East Brainerd Road and will connect to the interior buildings. A total minimum of 5% of the total site area shall be provided as green space, open areas and public gathering areas within the parking areas. These areas will include parking lot landscaping, patio or plaza with seating, mini-parks, squares, greens, customer walkways, water feature, clock tower, public art or any other similar deliberately shaped area and/or focal feature that enhance the development and serves as a gathering place. These areas will be built before a maximum of 150,000 sq ft of building area of building area will be constructed. All trees to be minimum 2" caliper with the exception of the boulevard which will be 3" caliper. One tree will be planted for every 20 parking spaces with a maximum of 80 feet between trees. Any diseased or dead trees or other plant material installed on the Site as a Condition or as per the requirements of the current County Landscape Ordinance shall be replaced in a timely manner with a healthy tree or indigenous vegetation of the same or similar species. All installed landscape materials shown on approved plans shall be maintained in healthy condition or replaced for the life of this project. A single tree species cannot make up more than 35% of the total trees to be replanted per the County Landscape Ordinance.

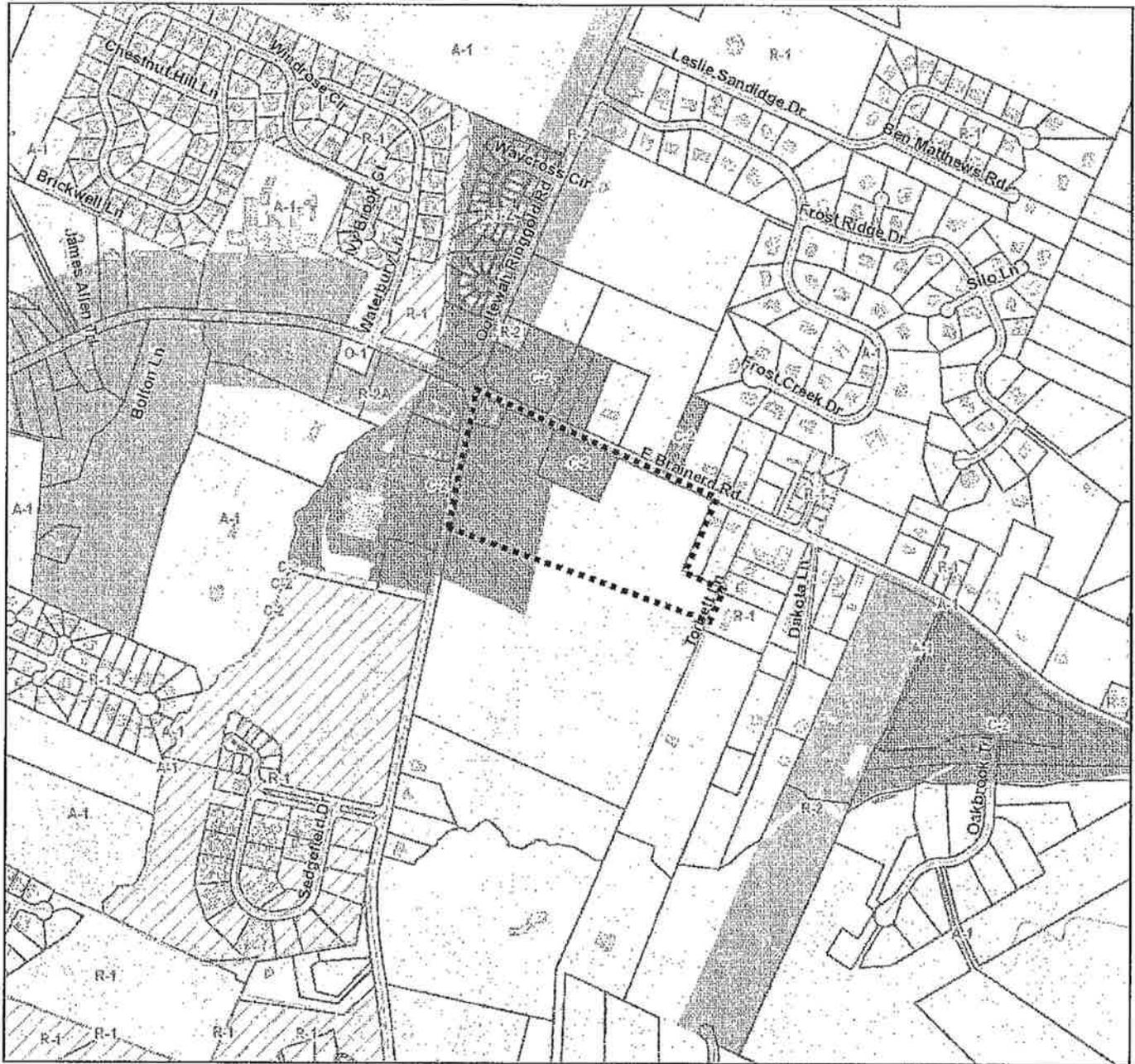
20) Building Size

The development will not exceed 350,000 total square feet. The maximum size of the largest building will be 150,000 square feet. Height not to exceed 35ft and/ or 2 stories.

Respectfully submitted,



John Bridger
Secretary



2014-119 Rezoning from A-1 and C-2 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-119:
 Approve, subject to the list of conditions in the Planning Commission Resolution.



750 ft



Chattanooga Hamilton County Regional Planning Agency





Hamilton County Board of Commissioners

RESOLUTION

No. 1114-26

A RESOLUTION RATIFYING THE PURCHASE OF ELECTION BALLOTS FOR THE TENNESSEE STATE GENERAL AND MUNICIPAL ELECTIONS AMOUNTING TO \$48,127.35 FROM MID-WEST PRINTING COMPANY FOR THE ELECTION COMMISSION AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, ballots were purchased for the Tennessee State General and Municipal Elections on November 4, 2014, amounting to \$48,127.35 for the Election Commission; and,

WHEREAS, the amount of \$48,127.35 is considered economically fair; and,

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

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

That the purchase of ballots for the Tennessee State General and Municipal Elections from Mid-West Printing Company amounting to \$48,127.35 is hereby approved, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 19, 2014

Date

Mid-West PRINTING COMPANY

Invoice

40444

Invoice Date:
Oct 20, 2014

Page:
1

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

P.O. BOX 650
SAPULPA, OKLAHOMA 74067

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

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

Customer ID	Customer PO	Ship Date	Shipping Method	Sales Rep
Hamilton Election		10/1/14	UPS Ground	SS

Quantity	Description	Extension
	Hamilton County, TN State General & Municipal Election November 4, 2014, 130 Precincts	
149,275	14" Ballots	43,289.75
9,250	17" Ballots	2,960.00
		
<p><i>Thank you We appreciate your business</i></p>		

101009054001

Subtotal 46,249.75

Sales Tax

Freight 1,877.60

Total Invoice Amount 48,127.35

Amount Applied

GRAND TOTAL 48,127.35

Please put our invoice number on
all warrants or vouchers

ACTIVITY

9/9/2014	Ballots given final approval by Secretary of State, Division of Elections
9/11/2014	Earliest possible date of required as to appear in paper announcing bid of election ballots
9/22/2014	Earliest possible bid opening
10/8/2014	Earliest possible Agenda Session for presenting bid results
10/15/2014	Earliest possible Commission Session for approving bid results

VS

10/8/2014	Ballot Testing
10/15/2014	Early Voting

CONCLUSION:

There was not sufficient time available to bid the printing of the ballots since final approval of the ballot Format/content was not received until **09-09-2014** and the amount of the time required to process bids **10-15-2014** would have taken us well beyond the **10-07-2014** date printed ballots had to be tested and available for Early Voting.

Hamilton County Election Commission



Hamilton County Board of Commissioners RESOLUTION

No. 1114-27

A RESOLUTION AUTHORIZING THE SHERIFF’S OFFICE TO PURCHASE, AT PUBLIC SALE OR AUCTION, USED VEHICLES TO BE UTILIZED AS UNMARKED OR UNDERCOVER VEHICLES; THE NUMBER OF SUCH VEHICLES TO BE PURCHASED TO BE DETERMINED BY THE FUNDS APPROPRIATED ANNUALLY, NOT TO EXCEED \$125,000 FOR FY 2014 AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, it is necessary in law enforcement operations to utilize undercover or unmarked vehicles, and it is not practical to obtain used vehicles through the bid process; and

WHEREAS, it has been determined that the purchase of used vehicles in accordance with applicable provisions of the Hamilton County Purchasing Rules and State of Tennessee legal statutes is an economical means to obtain vehicles for this purposes; and

WHEREAS, there are sufficient previously budgeted monies in the Narcotics Fund that are available to the Sheriff’s Office.

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

That the Sheriff’s Office is hereby authorized to purchase, at public sale or auction and in compliance with applicable provisions of Hamilton County’s Purchasing Rules and State of Tennessee law, used vehicles to be utilized as unmarked or in its undercover operations in an amount that is not to exceed \$125,000 of currently budgeted Narcotics Fund monies 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

November 19, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 1114-28

A RESOLUTION ACCEPTING THE BIDS OF MIDDLE TENNESSEE TURF, INC. AND JOHN DEERE LANDSCAPES FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING DECEMBER 4, 2014, THROUGH DECEMBER 3, 2015, FOR BERMUDA AND FESCUE SOD FOR THE RECREATION DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for Bermuda and Fescue sod for the Recreation Department; and,

WHEREAS, the bids from Middle Tennessee Turf, Inc. and John Deere Landscapes were considered to be the lowest and best bids received; and,

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

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

That the bids of Middle Tennessee Turf, Inc. and John Deere Landscapes for one (1) year contract pricing, beginning December 4, 2014, through December 3, 2015, for Bermuda and Fescue sod for the Recreation Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 19, 2014

Date

Bid#1014-061 Bermuda & Fescue Sod
Hamilton County, TN

BID SPECIFICATIONS FOR
BERMUDA AND FESCUE SOD

Hamilton County, Tennessee is soliciting bids for Bermuda and Fescue Sod. The purpose of this bid is to establish a contract price that will be good for a one (1) year period from time bid is awarded. Sod will be ordered on an as needed basis.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 p.m. (ET) on October 28, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 1014-061: Bermuda & Fescue Sod". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #1014-061 Bermuda and Fescue Sod	Bid #1014-061 Bermuda and Fescue Sod
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* -\$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage

Bid#1014-061 Bermuda & Fescue Sod
Hamilton County, TN

f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

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: 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 Authorization to Bind Form: Please complete and sign the attached Authorization to Bind form.

Contacts:

Questions concerning product specifications should be directed to Mr. Steve Wilson, Facilities Superintendent, Parks and Recreation, at 423-842-0177.

Bid#1014-061 Bermuda & Fescue Sod
Hamilton County, TN

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at 423-209-6350 or lindac@hamiltontn.gov.

Specifications:

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.

Any pallet deposit charges or spool deposits must be listed separately and not included in the square foot price.

All sod must be covered while transporting and must arrive at the jobsite in healthy condition. Each pallet should contain 504 sq. ft. of sod and must be properly and neatly stacked on the pallets to not cause damage while loading or unloading. Sod pieces should be sufficiently moist, and in season, grass should be green. Generally all sod pieces will measure approximately 12" x 18" with a minimum of 1/2" of soil base. Grass should be at an acceptable height of 2 1/2" – 4" for fescue, 1" – 1 1/8" for Bermuda.

Customer has the right to decline any sod that does not appear to be healthy or does not appear to be properly stacked or if many damaged or broken pieces of sod are evident. Customer should notify driver immediately if sod appears unacceptable upon delivery and must notify the company within twenty-four (24) hours if damaged sod becomes evident during installation.

Bid#1014-061 Bermuda & Fescue Sod
Hamilton County, TN

Pricing:

1. Bermuda Grass by the truckload (approx. 9,072 sq. ft.) to include Tifway 419, Tifsport, and Patriot. This price should include a roll price and square foot price if different.

Roll Price: \$ _____ Square Ft.: \$ _____

2. Bermuda Grass by the pallet (approx. 504 sq. ft.) to include same types as above.

Square Ft. price: \$ _____

3. Fescue Sod by the truckload (approx. 9,072 sq. ft.)

Square Ft. price: \$ _____

4. Fescue Sod by the pallet (approx. 504 sq. ft.)

Square Ft. price: \$ _____

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

Bid#1014-061 Bermuda & Fescue Sod
Hamilton County, TN

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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[Log Out](#)

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

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

Solicitation 1014-061 - Log
Bermuda & Fescue Sod

10/16/2014 8:45 AM Eastern

Bids Due Date/Time: 10/28/2014 10:30:00 AM Eastern

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

Bids Due: 10/28/2014 10:30:00 AM Eastern

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
10/16/2014 8:45:19AM	Eastern	Linda Chumbler	1014-061 - Bermuda & Fescue Sod	Invitation	Please click on the above solicitation number to access bid documents.	78	0

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

Please run the attached ad on October 16, 2014, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Bermuda and Fescue Sod will be opened at 10:30 AM (ET) on October 28, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Contract Pricing for Sod
 Recreation Department
 October 28, 2014

10:30 A.M.

<u>Description</u>	<u>Mid Tenn Turf</u>	<u>John Deere Landscapes</u>
		(HD)
Bermuda (Truck Load)	\$0.20* sq. ft.	\$0.21 sq. ft.
Roll price	N/B	\$56.70/270 sq.ft.
Bermuda (Pallet)	\$0.23 sq.ft. less than full load quantity delivered	\$0.185 sq. ft./450 sq.ft. or \$0.21 sq. ft. less than truck load
Fescue (Truck Load)	\$0.20 sq. ft.	\$0.185 sq. ft.
Fescue (Pallet)	\$0.23 sq.ft.	\$0.21 sq. ft.
Delivery:	as needed	5-10 days ARO
Terms:	Net 30	Net 30

Fescue or Bernuda \$0.18
 sq ft (pallets) picked up at
 farm

\$7.00 Pallet/Spool deposit

Request For Bids:	
Newspaper Ad:	10/16/2013
Vendor Notification:	78
Vendor Response:	2
Budgeted:	Various Budgets



Hamilton County Board of Commissioners RESOLUTION

No. 1114-29

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF OCTOBER 1, 2014, THROUGH OCTOBER 31, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Purchasing Department was authorized to make purchases of petroleum products on the open market; and,

WHEREAS, the following purchases were made between October 1, 2014, through October 31, 2014.

October 2, 2014, \$20,719.78 for 8,409 gallons of E10 gasoline at 2.4640 per gallon from Jat Oil and Supply, Inc.

October 3, 2014, \$1,711.80 for 600 gallons of regular unleaded gasoline at 2.8530 per gallon from Jat Oil and Supply, Inc.

October 3, 2014, \$8,610.57 for 3,161 gallons of regular unleaded gasoline at 2.724002 per gallon from Jat Oil and Supply, Inc.

October 3, 2014, \$20,203.22 for 8,411 gallons of E10 gasoline at 2.4020 per gallon from Jat Oil and Supply, Inc.

October 7, 2014, \$2,728.86 for 988 gallons of regular unleaded gasoline at 2.7620 per gallon from Jat Oil and Supply, Inc.

October 9, 2014, \$19,228.59 for 7,356 gallons of diesel fuel at 2.6140008 per gallon from Jat Oil and Supply, Inc.

October 10, 2014, \$16,250.02 for 7,431 gallons of E10 gasoline at 2.186788 per gallon from Parman Lubricants.

October 14, 2014, \$19,297.31 for 7,468 gallons of diesel fuel at 2.5840 per gallon from Jat Oil and Supply, Inc.

October 15, 2014, \$1,329.50 for 500 gallons of regular unleaded gasoline at 2.6590 per gallon from Jat Oil and Supply, Inc.

October 20, 2014, \$18,447.92 for 7,243 gallons of diesel fuel at 2.5470 per gallon from Jat Oil and Supply, Inc.

October 22, 2014, \$17,493.91 for 8,169 gallons of E10 gasoline at 2.1415 per gallon from Collins Oil Company, Inc.

October 23, 2014, \$16,494.10 for 7,981 gallons of E10 gasoline at 2.066671 per gallon from Parman Lubricants.

October 24, 2014, \$16,984.95 for 7,966 gallons of E10 gasoline at 2.13218 per gallon from Parman Lubricants.

October 30, 2014, \$17,260.20 for 8,028 gallons of E10 gasoline at 2.1500 per gallon from Sweetwater Valley Oil Company, Inc.

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

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized 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

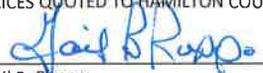
November 19, 2014

Date

Date: 10/2/2014 10/3/2014 10/3/2014 10/3/2014 10/7/2014 10/9/2014 10/10/2014 10/14/2014 10/15/2014 10/20/2014 10/22/2014 10/23/2014 10/24/2014 10/30/2014

Location	Sheriff's Sub-Station	ESNP	CFP Maintenance	White Oak	Riverpark	Sheriff's Sub-Station	Silverdale	White Oak	Sale Creek	Silverdale	Career Lane	Silverdale	White Oak	Sheriff's Sub-Station
Sweetwater (HC)	Gasoline		3.2872	3.1872					2.7774					
	E-10 Gasoline	2.4710			2.4324			2.2087			2.1467	2.0826	no quote	2.1500
	Diesel						2.6229		2.6024		2.5634			
Jat Oil (HC)	Bio Diesel													
	Gasoline		2.8530	2.724002					2.6590					
	E-10 Gasoline	2.4640			2.4020			2.1870			2.1480	2.0830	2.1390	2.1540
Collins Oil	Diesel						2.6140008		2.5840		2.5470			
	Bio Diesel													
	Gasoline		2.8990	2.8090					no quote					
Mansfield	E-10 Gasoline	2.4990			2.4390				no quote		2.1415	2.0725	no quote	2.1750
	Diesel						2.6490		2.6150		2.5650			
	Bio Diesel													
Rogers Petroleum	Gasoline		no quote	no quote					no quote					
	E-10 Gasoline	2.4759			2.4129			2.2000			2.1560	2.0755	no quote	no quote
	Diesel						2.6358		2.5998		2.5568			
Parman (HC)	Bio Diesel													
	Gasoline		no quote	no quote					no quote					
	E-10 Gasoline	2.4869			2.4090			2.186788			2.1465	2.066671	2.13218	2.1560
Dupree Oil	Diesel						2.6206		2.5965		2.5653			
	Bio Diesel													
	Gasoline		no quote	no quote					no quote					
Pilot	E-10 Gasoline	no quote			no quote				no quote		no quote	no quote	no quote	no quote
	Diesel						no quote		no quote		no quote			
	Bio Diesel													
Pilot	Gasoline		no quote	2.9896							no quote			
	E-10 Gasoline	2.4866			2.4208			2.2009			2.1625	2.0883	2.1483	2.1638
	Diesel						2.6359		2.6176		2.5709			
Pilot	Bio Diesel													

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH OCTOBER 31, 2014


 Gail B. Ropp
 Director of Purchasing

Unleaded Gasoline	October 2014	YTD
Gallons Purchased	5,249	18,345
Total Cost	\$14,380.73	\$52,957.08
Average Cost/Gallon	\$2.7397	\$2.8867
E-10		
Gallons Purchased	56,395	182,500
Total Cost	\$125,406.18	\$455,202.41
Average Cost/Gallon	\$2.2237	\$2.4943
Diesel		
Gallons Purchased	22,067	75,138
Total Cost	\$56,973.82	\$209,216.64
Average Cost/Gallon	\$2.5819	\$2.7844
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 1114-30

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A INTERLOCAL AGREEMENT WITH THE CITY OF EAST RIDGE TO ALLOW EAST RIDGE CITY COURT TO USE AND SHARE INFORMATION WITH HAMILTON COUNTY'S CRIMINAL JUSTICE INFORMATION AND MANAGEMENT SYSTEM, CJUS, AND TO CHARGE THE CITY OF EAST RIDGE FOR THE COSTS INCURRED IN PROVIDING THE EAST RIDGE CITY COURT WITH ACCESS TO CJUS AND TO AMEND BOTH THE GENERAL FUND REVENUE AND EXPENDITURE BUDGETS BY \$25,000 FOR THIS PROJECT.

Whereas, the County's Criminal Justice Information and Management System, CJUS, has a complete court records system, and;

Whereas, CJUS can be customized to assist East Ridge City Court, and;

Whereas, it is beneficial to all members of the Criminal Justice community to share information with each other, and;

Whereas, this arrangement would allow East Ridge City Court and the existing CJUS community to view the information entered by all participating entities, and;

Whereas, this course of action will be less expensive to the East Ridge City Court than an independent direction.

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

The County Mayor be authorized to enter into a interlocal agreement with the City of East Ridge to allow East Ridge City Court access to use and share information with Hamilton County's Criminal Justice Information and Management System, CJUS, and to charge the City of East Ridge for the costs incurred in providing the East Ridge City Court with access to CJUS and to amend both the General Fund Revenue and Expenditure budgets by \$25,000 for this project

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 19, 2014

Date

Hamilton County Tennessee and City of East Ridge, Tennessee.

<p style="text-align: center;">INTERLOCAL AGREEMENT FOR CRIMINAL JUSTICE APPLICATION</p>

I. Purpose

In an effort to assist East Ridge City Court with their records keeping and to improve the information exchange between East Ridge City Court and Hamilton County's Criminal Justice System, the City of East Ridge (hereinafter referred to as "East Ridge") hereby enters into this Interlocal Agreement with Hamilton County, TN (hereinafter referred to as "County") to share software and information in the County's Criminal Justice Information and Management System (hereinafter referred to as "CJUS").

The benefits of this agreement are to: (1) provide East Ridge with an information system that is less expensive and more easily customized to their need than other systems, CJUS already being a part of the public domain and (2) create a common information sharing model within Hamilton County's Criminal Justice community.

II. Responsibilities

A general list of responsibilities follows:

County Responsibilities.

1. The County will provide technical assistance creating the infrastructure necessary for this application to run, preserve the data and communicate with the County's CJUS.
2. The County will deliver to East Ridge and implement the CJUS application software appropriate for their needs.
3. The County will customize this software as necessary to make it fully functional to meet East Ridge's requirements.
4. The County will provide training and assistance to East Ridge to use the software appropriately.
5. The County will provide necessary data storage to East Ridge to facilitate the exchange and use of information from Hamilton County and from East Ridge.
6. The County will be as responsive as possible to East Ridge request for assistance during the life-cycle of this agreement.
7. The County will treat the information East Ridge enters into the CJUS with the same care and privacy considerations that is accorded to all CJUS data.
8. The County will assist East Ridge to establish continuation procedures for emergency situations.
9. The County will provide data conversion services for all data on East Ridge's current system.
10. The County will provide updates to East Ridge as CJUS changes and develops.
11. The County will provide East Ridge with a detailed invoice on a monthly basis.

East Ridge Responsibilities.

1. East Ridge will work closely with the County to design and setup the infrastructure necessary to successfully run CJUS.
2. East Ridge, in cooperation with the County I.T.S., will develop and follow policies designed for data accuracy, security and privacy in the CJUS.
3. East Ridge will participate as a member of the CJUS community.
4. East Ridge will provide the participation necessary to get the data conversion and system implementation done as quickly and efficiently as possible.
5. East Ridge will act as the intermediary with the current vendor to obtain existing data and data documentation.
6. After implementation East Ridge will request changes via an agreed upon method with ample time to accomplish them.
7. After implementation East Ridge will accept and allow install of updates to CJUS maintaining the most current release.
8. East Ridge will reimburse the County for all expenses including personnel time, equipment and storage and infrastructure use.

III. Terms

This agreement will be continue as maintenance and support after the initial implementation is complete until terminated by either party. Cost of labor and infrastructure will be renegotiated each year.

Either party may terminate this agreement upon thirty (30) days written notice to the other. Such notice shall be sent by certified mail return receipt requested to the Mayor for Hamilton County, Tennessee and the Manager of the City of East Ridge.

As both parties are governmental entities neither party is responsible and liable for the acts and or omissions of the other.

Both parties acknowledge that the implementation of this agreement is subject to funds being available for both parties.

Attachment includes definitions that are a part of this agreement.

Hamilton County Mayor

City of East Ridge

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachment for Interlocal Agreement for Criminal Justice Application.

EAST RIDGE INFRASTRUCTURE.

Should include:

- Good connection to the Internet, a minimum of 100MB.
- PC (s) that have at least 4G RAM, using Windows 7 or later.
- Windows Terminal Server License for each PC. (\$55 each)
- Cisco SA505 equivalent firewall appliance. (\$500)

SECURITY POLICIES.

These should demonstrate appropriate password security, respect for data ownership and privacy, and limited physical access to the CJUS related infrastructure.

CJUS COMMUNITY.

The CJUS Community consist of all entities, Sheriff, Criminal Court Clerk, the County Mayor's office, municipal courts, etc, that use the County's CJUS. Their concern is for the integrity of the system, the data and the processes followed. There are occasional meetings to communicate issues or resolve problems.

EXPENSES.

County personnel rate is depends on the salary of each individual working on this project for fiscal year 2104-15 the highest rate is \$73 per hour.

TIME ESTIMATES.

The County expects to be able to start this implementation by December 1, 2014.
Implementation and data conversion should take 24 weeks.

MAINTENANCE AND SUPPORT.

Infrastructure expenses will include share of cost for network, processing and data storage.
Infrastructure cost for fiscal year 2015-16 will be \$250.
Subsequent customizations will be estimated on a case by case basis.
Problem resolution will be addressed within a maximum of two hours and resolution as soon as it can be done.
Maintenance and support will be billed by the hour based on each person's salary.

WORK PLAN.

HCITS staff will meet with East Ridge staff and learn how their work is done.
Receive copy of existing data and develop conversion routine.
Change CJUS to accept and differentiate between governing bodies.
Create versions of CJUS programs that East Ridge will be using.
Create reports for East Ridge's use.
Install the application for East Ridge and train the users.
Choose implementation date.
Create a new current copy of East Ridge's data and convert it to CJUS.
Implement the application.



Hamilton County Board of Commissioners RESOLUTION

No. 1114-31

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF A RAPE PREVENTION EDUCATION PROGRAM USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$160,00.00 FOR THE PERIOD BEGINNING FEBRUARY 1, 2015, ENDING JANUARY 31, 2019, WHICH INCLUDES \$16,700.00 THAT IS ALREADY BUDGETED FOR THE CURRENT FISCAL YEAR ENDING JUNE 30, 2015 .

WHEREAS, the State of Tennessee, Department of Health has allocated \$160,000.00 to the Health Services Division of Hamilton County, Tennessee, operating as the Chattanooga-Hamilton County Health Department, for the purpose of providing rape prevention education services; and

WHEREAS, these services will include: strengthening individual knowledge and skills, promoting community education, educating providers, fostering coalitions; activities to promote changes in organizational practices; and educating key community leaders to treat sexual violence as a public health priority; and

WHEREAS, the Chattanooga-Hamilton County Health Department is seeking to continue a contractual arrangement with the State of Tennessee, Department of Health for the provision of rape prevention education for an amount not to exceed \$160,000.00 for the period beginning February 1, 2015, ending January 31, 2019, which includes \$16,700.00 that is already budgeted for the current fiscal year ending June 30, 2015.

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

That the County Mayor be authorized to execute a contract between the State of Tennessee, Department of Health and the Health Services Division, Hamilton County, Tennessee, doing business as the Chattanooga-Hamilton County Health Department for the provision of rape prevention education services for an amount not to exceed \$160,000.00, of which 16,700.00 is already included in the revenue and expense budget for the Health Department for the current fiscal year, and with the remaining funds to be included in subsequent revenue and expense budgets through January 31, 2019.

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

November 19, 2014

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date February 1, 2015	End Date January 31, 2019	Agency Tracking # 34360-44715	Edison ID		
Grantee Legal Entity Name CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT			Edison Vendor ID 4208		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.136			
Service Caption (one line only) RAPE PREVENTION EDUCATION SERVICES					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2015		\$16,700			\$16,700
2016		\$40,000			\$40,000
2017		\$40,000			\$40,000
2018		\$40,000			\$40,000
2019		\$23,300			\$23,300
TOTAL:		\$160,000			\$160,000
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
The Grantee was chosen for its current capacity to perform all needed services, its proximity to the target audience, and its prior experience with Rape Prevention Education services.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00007842		Account Code (optional) 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Rape Prevention Education Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID# 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definition.
- a. RPE refers to Rape Prevention Education.
 - b. Intervention refers to a presentation, training or educational session.
- A.3. Service Goal. To provide primary prevention strategies to organizations and individuals in Hamilton County to prevent first time perpetration and victimization of sexual violence, using funds as detailed in Attachment 1.
- A.4. Service Recipients. Individuals who are or who are at risk to be perpetrators and/or victims of sexual violence in Hamilton County and in the public at large.
- A.5. Service Description.
- a. The Grantee shall use funds to hire and maintain a minimum of one (1) RPE Health Educator to administer, plan and maintain local rape prevention efforts.
 - b. The Grantee shall conduct a minimum of forty (40) presentations/ trainings or exhibits with the following groups. All presentations shall include an evaluation.
 - (1) Age-appropriate curriculum in elementary, middle, and high schools and/or community organizations targeting children in grades 3-12.
 - (2) Male peer groups regarding sexual harassment and violence including, but not limited to, clubs, fraternities, coaches and athletic teams.
 - (3) College students and campus personnel about healthy relationships, bystander skill building, gender roles and expectations, and consent versus coercion to reduce the incidence of sexual assault at colleges and universities.
 - (4) Professionals regarding healthy relationships, bystander skill building, gender roles and expectations, consent versus coercion, and what to do to increase awareness of and prevent sexual assault.
 - c. The Grantee shall promote TNBlue.org website or another sexual assault prevention website as approved by the State.

- d. The Grantee shall collaborate with the local Sexual Assault Center to coordinate initiatives within the community and to maximize RPE, Primary Prevention in the community and present joint activities when appropriate.
- e. The Grantee shall include the Rape Crisis Hotline Number of the local Sexual Assault Center on rape prevention educational materials that are handed out at presentations and other venues involving direct contact with participants.
- f. The Grantee shall promote, incorporate and coordinate RPE and Primary Prevention into a minimum of two (2) other Department of Health programs such as HIV AIDS, Family Planning, Women, Infants, and Children (WIC), Adolescent Pregnancy, Obesity, Tobacco Cessation, or Home Visiting.
- g. The Grantee shall participate in the monthly health promotion conference call hosted by the State Central Office.

A.6. Service Reporting. The Grantee shall provide detailed narratives on the progress of RPE, Primary Prevention program activities in the form of a report to the Director of the RPE Program. The reports will be due each year on August 31 for the February 1 – July 31 time period and on February 28 for the August 1 – January 31 time period. The Grantee shall include in the report the number of RPE trainings and/or classes further defined by the number of attendees, including professionals, health educators, community members, college students, and children under age eighteen (18).

A.7. Service Deliverables.

Deliverable	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
Hire and maintain one (1) Public Health Educator to administer local RPE efforts	A.5.a.	February 1, 2015 and thereafter throughout the Contract period	Chattanooga-Hamilton County Regional Health Department	N/A
Conduct forty (40) presentations/ trainings or exhibits with evaluations	A.5.b.	Annually, by January 31	Schools or organizations, male peer groups, colleges and universities and professionals	In person
Promote TNBlue.org website or one approved by the State	A.5.c.	On-going	To Be Determined	To Be Determined
Coordinate initiatives with the Local Sexual Assault Center	A.5.d.	To Be Determined	In Hamilton County communities	To Be Determined
Include the Rape Crisis Hotline number on RPE printed materials	A.5.e.	On-going	Training Participants	In print

Deliverable	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
Incorporate RPE and primary prevention education into other health department programs	A.5.f.	To Be Determined	A minimum of two (2) other health department programs	To Be Determined
Participate in conference calls	A.5.g.	Monthly	Director, TN Rape Prevention Education Program	Teleconference
Submit progress reports	A.6.	By August 31, 2015 and February 28 each year	Director, TN Rape Prevention Education Program	MS Word

- A.8. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on February 1, 2015 ("Effective Date") and extend for a period of forty-eight (48) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Sixty Thousand Dollars (\$160,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: theresa.w.bledsoe@tn.gov

By regular mail:

Invoice Administrator
Division of Family Health and Wellness
Tennessee Department of Health
8th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health / Division of Family Health and Wellness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were

incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

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

D. STANDARD TERMS AND CONDITIONS:

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

to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

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

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for

Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.10. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. Copies shall be provided to the Grantee by the Grantor State Agency.

- D.11. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.12. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.13. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification or Governmental Accounting Standards Board

(GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the head of the Grantor State Agency and the Commissioner of Finance and Administration. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear as an attachment to the Grant Contract (Attachment 5).
- D.17. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.
- The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

D.18. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§200.318-200.326 when procuring property and services under a federal award.

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

D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.22. Force Majeure. The obligations of the parties to this Grant Contract are relieved to the extent the parties' non-performance is beyond the parties' control despite the exercise of due care due to, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.23. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.

D.24. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.25. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.26. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.27. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.28. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Rachel Heitmann, MS
 Director, Injury Prevention and Detection Program
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: rachel.heitmann@tn.gov
 Telephone #: (615) 532-7770
 FAX #: (615) 741-1063

The Grantee:

Rebekah Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403
 Email Address: beckyb@hamiltontn.gov
 Telephone #: (423) 209-8000
 FAX #: (423) 209-8001

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

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

- E.3. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this Section do not apply to information: (1) in the public domain; (2) entering the public domain other than as a result of disclosure by the Grantee; (3) previously possessed by the Grantee without written obligations to the State to protect it; (4) acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; (5) independently developed by the Grantee without the use of the State's information; or, (6) disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under state or federal law, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. It is expressly understood and agreed the obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.7. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.8. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present.

Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.10. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

E.11. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverages shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.12. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.136 – Rape Prevention Education Services

**IN WITNESS WHEREOF,
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

GRANTEE SIGNATURE 11/5/14
DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

ATTACHMENT 1

Subrecipient's name (must match registered name in DUNS)	Chattanooga-Hamilton County Health Department
Subrecipient's DUNS number	029870271
Federal Award Identification Number (FAIN)	1 UF2CE0024444
Federal award date	September 22, 2014
CFDA number and name	93.136 – Injury Prevention and Control
Grant contract's begin date	February 1, 2015
Grant contract's end date	January 31, 2019
Amount of federal funds obligated by this grant contract	\$160,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$583,047
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Devi Hawkins, Grants Management Specialist dhawkins@cdc.gov (770) 488-2543
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	11.5 %

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - RAPE PREVENTION EDUCATION SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning February 1, 2015 and ending January 31, 2019 .				
Roll-Up				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$96,000.00	\$0.00	\$96,000.00
2	Benefits & Taxes	\$64,000.00	\$0.00	\$64,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$160,000.00	\$0.00	\$160,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

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

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 2)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - RAPE PREVENTION EDUCATION SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning February 1, 2015 and ending January 31, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$24,000.00	\$0.00	\$24,000.00
2	Benefits & Taxes	\$16,000.00	\$0.00	\$16,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

SALARIES	AMOUNT
Holly Quist, Public Health Educator	\$ 3,437.16 x 12 x 58% \$24,025.75
TOTAL ROUNDED	<u>\$24,000.00</u>

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 4)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - RAPE PREVENTION EDUCATION SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning February 1, 2016 and ending January 31, 2017.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$24,000.00	\$0.00	\$24,000.00
2	Benefits & Taxes	\$16,000.00	\$0.00	\$16,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

SALARIES		AMOUNT
Holly Quist, Public Health Educator	\$ 3,437.16 x 12 x 58%	\$24,025.75
TOTAL ROUNDED		\$24,000.00

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 6)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - RAPE PREVENTION EDUCATION SERVICES				
APPLICABLE PERIOD: The grant budget line-items below shall be applicable only to expense incurred during the period beginning February 1, 2017 and ending January 31, 2018.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$24,000.00	\$0.00	\$24,000.00
2	Benefits & Taxes	\$16,000.00	\$0.00	\$16,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 7)

SALARIES		AMOUNT
Holly Quist, Public Health Educator	\$ 3,437.16 x 12 x 58%	\$24,025.75
TOTAL ROUNDED		\$24,000.00

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 8)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - RAPE PREVENTION EDUCATION SERVICES				
APPLICABLE PERIOD: The grant budget line-items below shall be applicable only to expense incurred during the period beginning February 1, 2018 and ending January 31, 2019.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$24,000.00	\$0.00	\$24,000.00
2	Benefits & Taxes	\$16,000.00	\$0.00	\$16,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 9)

SALARIES		AMOUNT
Holly Quist, Public Health Educator	\$ 3,437.16 x 12 x 58%	\$24,025.75
TOTAL ROUNDED		\$24,000.00

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

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

AGENCY FISCAL YEAR END (MM/DD) _____

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

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

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

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

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

Cost step down. _____

Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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

Annual (Final) Report*

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

Submit one copy to:

Rachel Heitmann, Director, Injury Prevention and Detection Program, TN Department of Health;

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

faudit@tn.gov - TN Department of Finance and Administration



Hamilton County Board of Commissioners RESOLUTION

No. 1114-32

A RESOLUTION ACCEPTING THE BID OF PARRIS ROOFING AND SHEET METAL COMPANY, INC. TO RE-ROOF THE HEALTH DEPARTMENT GOLLEY AUDITORIUM AMOUNTING TO \$52,475.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement to re-roof the Golley Auditorium at the Health Department; and,

WHEREAS, the bid from Parris Roofing and Sheet Metal Company, Inc. amounting to \$52,475.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Parris Roofing and Sheet Metal Company, Inc. to re-roof the Health Department Golley Auditorium amounting to \$52,475.00 is hereby accepted, said bid being the lowest and best bid received, and the County Mayor is authorized 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

November 19, 2014

Date

**HAMILTON COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

BID OPENING REPORT

Bids were opened on October 28, 2014 at 11:00 a.m.

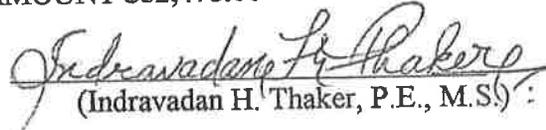
Project Name: Re-Roofing Health Department Golley Auditorium

Project No: 14-913

Check	Contractor:	Bid Amount	Bid Bond & Addendum	DBE Good Faith	Drug Free
<input checked="" type="checkbox"/>	<u>Parris Roofing & Sheet Metal Co., Inc</u>	<u>\$ 52,475.00</u>	<u>x</u>	<u>x</u>	<u>x</u>
<input type="checkbox"/>	<u>The JDH Company, Inc</u>	<u>\$ 55,100.00</u>	<u>x</u>	<u>x</u>	<u>x</u>
<input type="checkbox"/>	<u>Helton Roofing Company</u>	<u>\$ 65,360.00</u>	<u>x</u>	<u>x</u>	<u>x</u>
<input type="checkbox"/>	<u>Total Building Maintenance, Inc</u>	<u>\$ 62,757.00</u>	<u>x</u>	<u>x</u>	<u>x</u>
<input type="checkbox"/>	<u>C.M.Henley,LLC</u>	<u>\$ 63,360.00</u>	<u>x</u>	<u>x</u>	<u>x</u>

I RECOMMEND PARRIS ROOFING & SHEET METAL CO, INC'S BID FOR THE AMOUNT \$52,475.00

cc: Indu Thaker after Bid Opening
File: Proj 14-913 / Bid
John Agan after Recommendation

Signed: 
(Indravadan H. Thaker, P.E., M.S.)

Date: October 31, 2014

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED UNLESS INDICATED.
THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
THE BIDS HAVE BEEN COMPLETELY REVIEWED.

INVITATION TO BID

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before **11:00 AM (ET)** on **October 28, 2014**, for Hamilton County Project Number 14-913: Re-roofing Health Department Golley Auditorium Building.

A Non-Mandatory Pre-Bid Meeting will be held at **2:30 PM (ET)** on **October 21, 2014**, at the site of Health Department Golley Auditorium Building, 921 East Third Street, Chattanooga, TN.

Specifications may be obtained by contacting the Hamilton County Engineering Department, 1250 Market Street, Suit 3050, Chattanooga, TN 37402 at (423) 209-7810.





Hamilton County Board of Commissioners RESOLUTION

No. 1114-33

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 THEREFOR: Frostwood Lane, Dakota Sky Way and Skybrook Drive as extended.

WHEREAS, The above listed roads are new subdivision roads in the Providence Point 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, 2nd 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

November 19, 2014

Date

ROAD NAME

DESCRIPTION

Frostwood Lane

Frostwood Lane is in the 2nd Civil District, the 9th County Commission District in the Providence Point Subdivision on State Tax Map Number 104, leading from Skybrook Drive 0.09 Miles south 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 Brown Brothers Construction and Spears Hopkins Paving Company for the Developer Stonefort Ooltewah LLC.

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.

Dakota Sky Way

Dakota Sky Way is in the 2nd Civil District, the 9th County Commission District in the Providence Point Subdivision on State Tax Map Number 104, leading from Frostwood Lane 0.13 Miles east to a temporary turnaround, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Brown Brothers Construction and Spears Hopkins Paving Company for the Developer Stonefort Ooltewah LLC.

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.

ROAD NAME

DESCRIPTION

Skybrook Drive

Resolution No. 109-14 dated January 7, 2009 shows the mileage of Skybrook Drive as being 0.30 miles, described as leading from Roy Lane; and, whereas,

a new extension of Skybrook Drive was constructed leading from the existing Skybrook Drive east 0.30 miles to a temporary turnaround, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Brown Brothers Construction and Spears Hopkins Paving for the developer Stonefort Ooltewah LLC; and, whereas, Skybrook Drive is in the 2nd Civil District, the 9th County Commission District in the Providence Point Subdivision on State Tax Map Number 104, as being 0.43 miles leading from Roy Lane west to a temporary turnaround.

. The speed limit on said road shall be **25 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. 1114-34

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S&ME, INC, FOR GEOENVIRONMENTAL TESTING AND INSPECTION SERVICES NECESSARY FOR CONSTRUCTION OF THE NEW GANNS ELEMENTARY SCHOOL FOR AN AMOUNT NOT TO EXCEED \$233,600.00.

WHEREAS, Resolution 614-34 was approved by this Legislative Body on June 18, 2014 approving hourly rates and testing service fees for the geoenvironmental services provided by S&ME, Inc.; and,

WHEREAS, The total amount of the contract shall not exceed \$233,600.00 without approval by the County Commission; and,

WHEREAS, There are sufficient funds available for this project in the County's line of credit.

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

That the County Mayor is authorized to enter into and execute an agreement with S&ME, Inc. to provide geoenvironmental testing and inspection services for the New Ganns Elementary School for an amount not to exceed \$233,600.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 19, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 614-34

A RESOLUTION ACCEPTING THE QUALIFICATIONS AND FEE SCHEDULES OF AMEC ENVIRONMENTAL & INFRASTRUCTURE INC., GEOSERVICES, LLC, K.S. WARE & ASSOCIATES LLC, MARION ENVIRONMENTAL, INC., MC2 ENGINEERS, MORELAND ALTABELLI ASSOCIATES, INC., S&ME, INC., STANTEC, TERRACON, AND THOMPSON ENGINEERING, FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 2, 2014 THROUGH JULY 1, 2015, FOR GEOENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Request for Qualifications (RFQ) were received in response to a public advertisement for one (1) year contract pricing for geotechnical, environmental facilities, construction materials engineering and testing services and related professional services; and,

WHEREAS, the qualifications of AMEC Environmental & Infrastructure Inc., Geoservices, LLC, K.S. Ware & Associates LLC, Marion Environmental, Inc., MC2 Engineers, Moreland Altobelli Associates, Inc., S&ME, Inc., Stantec, Terracon, and Thompson Engineering, were evaluated and approved to perform geoenvironmental consulting services; and,

WHEREAS, the fee schedules of AMEC Environmental & Infrastructure Inc., Geoservices, LLC, K.S. Ware & Associates LLC, Marion Environmental, Inc., MC2 Engineers, Moreland Altobelli Associates, Inc., S&ME, Inc., Stantec, Terracon, and Thompson Engineering, are accepted; and,

WHEREAS, there will be sufficient funds budgeted from the requisitioning departments requiring geoenvironmental consulting services.

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

That the qualifications and fee schedules of AMEC Environmental & Infrastructure Inc., Geoservices, LLC, K.S. Ware & Associates LLC, Marion Environmental, Inc., MC2 Engineers, Moreland Altobelli Associates, Inc., S&ME, Inc., Stantec, Terracon, and Thompson Engineering, for one (1) year contract pricing, beginning July 2, 2014 through July 1, 2015, for geoenvironmental consulting services, are hereby approved and 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

June 18, 2014

Date



October 20, 2014

Hamilton County Department of Public Works
1250 Market Street, Suite 3050
Chattanooga, Tennessee 37402

Attention: Mr. John A. Agan, PE
Director of Engineering

**Reference: Proposal for Geotechnical Exploration and
Construction Material Testing / Special Inspections Services**
Gann Elementary School
1609 Thrasher Pike
Hixson, Tennessee
S&ME Proposal No. 121400558

Dear Mr. Agan:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal outlines our understanding of the project, the planned scope of services, our fee for these services, and the schedule for performing the work. Our Agreement for Services (Form AS-071) is attached to this proposal and is incorporated as part of the proposal

PROJECT INFORMATION

Our understanding of the project is based on a meeting we attended on October 13, 2014 with Mr. Joe Parks of March Adams and Associates, Mr. Drew Hausler of DH&W Architects, Mr. Gary Waters and Mr. Justin Witt of Hamilton County Schools, Ms. Autumn Friday of Hamilton County, and yourself. We have also been provided with the following preliminary project documents and information.

- A conceptual site plan (not dated) developed by DH&W.
- First and Second Floor Plans, Sheets A101 and A102 respectively, dated September 10, 2014.
- Drilling logs from test holes drilled by Mid-State Drilling for the proposed geothermal field.

The project site is located at 1609 Thrasher Pike in Hixson, Tennessee. The site is currently occupied by Ganns Middle Valley Elementary School. The site is bordered by Thrasher Pike to the southwest, Middle Valley Road to the east, Loftis Lane to the northwest, and residential areas to the north. The existing school and associated parking and driveways are located near the south corner of the site along Thrasher Pike. A playground, track, and portable buildings used for classrooms and storage are located in the rear of the school near the center of the site. The northern half of the site is sparsely wooded and was previously occupied by single family houses. The site gently slopes from north to south with about 30 feet of relief across the site.

The project will consist of the construction of a new elementary school building with associated driveways and parking areas to replace the existing school building. The proposed building will be constructed near the center of the site, behind the existing building, as the existing school will remain in operation until the new school opens. Once the new school opens, the existing school will be demolished and the area be developed for parking and bus service. The proposed building will be a two story structure with a footprint of approximately 85,000 square feet. We expect construction will consist of shallow foundations, grade supported concrete slabs, load bearing masonry walls, and structural steel framing. Structural loading information has not been provided. However based on our experience with similar structures, we estimate maximum column and wall loads of 150 kips and 6 kips per linear foot, respectively.

Proposed grading information has not been provided. However, we understand that the anticipated final floor elevation of the building will be about 695 feet. Therefore, we estimate maximum cut depths and fill heights of about 10 feet will be required to bring the site to final grade. A geothermal field is proposed in the north corner of the site.

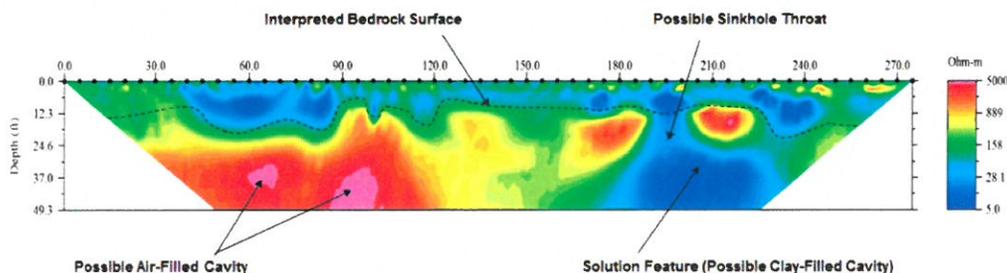
The provided Mid-State Drilling logs for the geothermal field test borings identified large voids in the soil overburden which indicates the presence of sinkhole activity. Based on this information and our experience in this geologic setting, we recommend a scope of geophysical services to characterize the site relative to the risk of sinkhole development. The project team concurred with this recommendation and these services have been included in our proposal.

SCOPE OF SERVICES

Geotechnical Exploration Services

The purpose of our work is to explore the subsurface soil conditions and groundwater level, provide feasible shallow foundation recommendations, and provide applicable earthwork recommendations. To accomplish these objectives, we have developed the following scope of services.

Geophysical Services: S&ME will use an Advanced Geosciences Incorporated (AGI) Supersting R8 resistivity meter configured with up to 84 electrodes in general accordance with ASTM D6431 "Using DC Resistivity for Subsurface Investigations." We anticipate collecting up to a total of five ERI profiles at approximately 650 feet in length as shown on the attached Proposed Geophysical Test Location Plan (Figure 1). Electrodes will be spaced at 10 feet. The ERI data will be interpreted and processed by a geophysicist using AGI's EarthImager2D program to graphically display the spatial distribution of the subsurface materials. An example profile is located below.



Example ERI Profile

S&ME proposes to perform a site specific seismic study in conjunction with our geophysical testing. We proposed to approach this in phases. Phase I (Code-Specific Seismic Study) includes measuring the shear wave velocities of the subsurface materials at the site using surface wave methods. Specifically, we propose testing using a combination of Multi-Channel Analysis of Surface Waves (MASW) and Microtremor Array Measurements (MAM) at the site. Performing both methods provides the greater depth of penetration using microtremor analyses (low frequency surface waves) without sacrificing resolution at shallow depths from MASW (higher frequency surface waves). Analysis of surface waves (R-waves) can be used to determine shear-wave velocities (V_s) as surface waves are fundamentally similar in behavior to shear waves (S-waves) and surface waves propagate to depths that are proportional to their frequencies.

The MASW survey consists of recording different frequency surface waves generated from an active energy source (sledgehammer striking a metal plate) traveling across a linear array. The MASW survey will be conducted with a 16-channel Geometrics ES3000 seismograph equipped with 4.5 Hz geophones. Measurements are typically collected with geophones at spacings of both 5 feet and 10 feet.

The MAM survey consists of recording different frequency surface waves generated from a passive energy source (e.g. background noise, vehicles, etc.) traveling across a non-linear array. The MAM survey will be conducted using an 11-channel Geometrics ES3000 seismograph equipped with 4.5 Hz geophones. Measurements will be conducted along an “L-shaped” array using geophones at a set spacing of 30 feet.

If deemed necessary based on the results of Phase I, Phase II (Site-Specific Ground Motion Study) will include a Site-Specific Response (SSRA) based on the measured shear-wave velocities and synthetic base rock motions (time-histories) developed by the United States Geological Survey (USGS). The base rock motions will correspond to a seismic hazard having a 2% probability of exceedance in a 50 year period. The local ground effects will be evaluated by performing a site specific response analysis (via SHAKE) using the subsurface profiles and shear wave velocity profiles developed for this site. The site specific response analysis will produce a response spectrum that will be scaled in accordance with the 2006 IBC criteria (i.e., by a factor of $2/3$). Values of S_{DS} and S_{D1} can be taken from the response spectrum.

Geotechnical Services: S&ME will conduct a subsurface exploration of the soil and groundwater conditions after the completion of the geophysical testing. We propose to drill soil test borings with Standard Penetration Tests according to ASTM D 1586. A summary of our test borings is shown in Table 1. Boring locations will be adjusted to explore anomalies identified during our geophysical testing. In borings where anomalies are identified, rotary wash boring techniques will be used. The loss of drilling water during wash boring is an indicator of sinkhole activity. We propose to use a small bulldozer to clear access trails to borings located in wooded areas of the site. We will drill the soil borings to their planned depth, or auger refusal, whichever comes first. Our drillers will log the soil samples and blow counts and check groundwater levels after drilling. Shelby tube and bulk soil samples will be collected in conjunction with the drilling for subsequent laboratory testing. For safety reasons, we will backfill the borings before leaving the site.

Facility	Number of Borings	Boring Depth (feet)
Building Area	15	25 to 35
Driveways / Parking Area	13	5
Geothermal Field	3	40
Detention Pond / Cut Area	1	15
Total Drilling	32	650

Table 1 - Subsurface Exploration Program

For project efficiency, an experienced geotechnical engineer will coordinate our field activities and communicate with representatives of Ganns Middle Valley Elementary School. Our project engineer will advise the drillers should we require special tests or altered drilling procedures. We will notify you if unexpected conditions are encountered that warrant modifying the scope of this exploration.

Laboratory Testing: S&ME will conduct a laboratory testing program to better define the engineering properties of the subsurface soils. Our field representatives will package the split spoon soil samples obtained during drilling and return them to our laboratory for further evaluation. A geotechnical engineer will visually classify the soil samples according to the Unified Soil Classification System. To aid soil classification and to evaluate the on-site soil's relative volume change potential, S&ME will conduct Atterberg limits tests on representative samples. We also will perform natural moisture content determinations on selected samples to aid in establishing a soil moisture profile.

Standard Proctor and Atterberg limits laboratory testing will also be performed on selected bulk samples to evaluate the suitability of the on-site soils for re-use as compacted soil fill. California Bearing Ratio (CBR) testing will also be performed on selected bulk samples to aid in pavement design.

In addition, unconfined compressive strength laboratory testing will be performed on selected Shelby tube soil samples to support our bearing capacity analyses. Consolidation testing will be performed on a selected Shelby tube sample to support settlement analysis.

Soil samples will be retained by S&ME for 60 days. After that time, the samples will be discarded unless we receive written notice to retain the samples for a monthly fee of \$20, or they can be shipped to you for storage.

Engineering Evaluation and Report: Upon completion of the field and laboratory testing, S&ME will publish a written report outlining our findings and recommendations. The report will include the following information:

- Description of the site conditions, topography, drainage, geology;
- Results of geophysical studies including seismic site classification;
- Description of subsurface soil conditions and the groundwater level;

- Comments concerning the presence of groundwater, soft soil, fill, sinkholes, or other encountered conditions that may affect the design and construction activities;
- Recommendations for earthwork, site preparation, mass grading, fill and backfill compaction;
- Recommendations for foundation design, including type, bearing strata and depth, and allowable bearing pressure;
- Recommendations for slab-on-grade design;
- Recommendations for subsurface wall design; and,
- Recommendations for pavement thickness design and construction.

Our work will be performed under the direct supervision of a professional engineer, specializing in geotechnical engineering, and registered in the state of Tennessee.

Construction Materials Testing / Special Inspection Services

Based on the available project information, our proposed scope of services is outlined in the following section. Construction drawings and project specifications are not available at this time. However, we understand that the project will include a schedule of special inspections. This scope includes special inspections, as required by Chapter 17 of the 2012 International Building Code (IBC). Once project plans and specifications have been produced by the structural engineer, S&ME should be allowed to review these documents and revise the following scope, if necessary.

EARTHWORK

- Evaluate soil subgrade by proofroll prior to fill, floor slab or pavement placement.
- Conduct standard Proctor moisture-density and Atterberg limits tests on borrow soils to evaluate suitability of material as controlled fill and for field verification of compaction.
- Observe fill placement to verify use of proper materials, lift thickness, and compaction.
- Perform field density tests on structural fill or backfill to check compaction percentage.
- Check foundation excavations for cleanliness and correct dimensions.
- Check foundation subgrade for unfavorable soil conditions and bearing capacity.

CONCRETE

- Conduct pre-pour inspections of the reinforcing steel and anchor bolt placement for compliance with the project plans and specifications, and ACI 318.
- Perform tests for slump, unit weight, temperature, and air content on fresh concrete.
- Periodically verify use of approved mix design.
- Observe placement of concrete for proper application techniques.
- Cast concrete specimens for field and laboratory curing.
- Perform laboratory compression tests on concrete cylinder samples.
- Conduct floor flatness and levelness testing of interior slabs.

MASONRY

- Periodically check size and location of masonry units and construction of mortar joints.
- Periodically check size, grade, type and location of horizontal and vertical reinforcement.
- Periodically check that grout space is clean prior to grouting.
- Periodically check proportions of site-prepared mortar and grout.

- Conduct continuous observation of grout placement for compliance with code.
- Perform as outlined in the project specifications to verify f'm.

STRUCTURAL STEEL

- Material verification of structural steel, high strength bolts and weld filler material.
- Check high strength bolting connections in accordance with IBC 1704.3.3.
- Check welded connections in accordance with IBC 1704.3.1.
- Visually check fastening of metal deck.
- Measure fireproofing thickness and density on structural members per ASTM E 605.
- Perform adhesion/cohesion tests on fireproofing per ASTM E 736.

PAVEMENTS

- Observe proofroll of soil subgrade prior to placement of crushed stone base.
- Check thickness and density of crushed stone base.
- Observe placement of asphaltic concrete for proper breakdown and compaction.
- Conduct laboratory tests on samples of each type of asphaltic concrete placed.
- Obtain asphalt cores to check thickness and density of pavement.

EPSC INSPECTIONS

- Attend pre-construction meetings and inspection related to Erosion Prevention and Sediment Control
- Perform twice weekly inspections to document acreage disturbed; active and inactive areas of the site, locations of controls that need maintenance, repair, or installation, and potential future EPSC problems; and make recommendations for corrective actions.
- Inspections will be performed until the disturbed areas have at least 70 percent native background vegetative cover and the Notice of Termination (NOT) to the NPDES has been submitted to TDEC. Inspections will be performed by Level I certified personnel.

We propose to service this project on a full-time basis during earthwork, foundation, and masonry wall construction. We propose to service the remaining work on an as-needed basis. We request a minimum 24-hour notification for our services. This enables us to schedule our work force efficiently and meet your requests at the scheduled time.

Special Inspection field reports will be prepared daily by our personnel and provided to the general contractor's on-site representative daily. This report will summarize our field personnel's observations, field test results, and list discrepancies to be corrected by the contractor. This information will be delivered to our office, reviewed by the S&ME project engineer, and issued in a typed format. These formal reports summarizing Special Inspection observations will be distributed according to the project distribution list you provide. **We will distribute the field reports electronically unless requested to provide paper copies.**

A fully implemented special inspections program includes many important components that must be present to function properly. S&ME will fulfill the role of the Special Inspection Agency and provide testing services as required by the project specifications within the scope of services. However, in the absence of other critical components provided by others, we do not intend to issue a Special Inspection Final Report unless specifically requested by the building inspector. If a Special Inspection Final Report is requested by the building official, this submittal will be

conditionally dependent on the previous scope of services being implemented and on all discrepancies being resolved.

Although the IBC provides guidelines for inspector qualifications, the State of Tennessee has not adopted certification requirements for special inspectors. In the absence of State mandated qualifications, it has been our experience that building officials will accept the judgment of the responsible professional with the inspection agency to determine which personnel are appropriate for the required inspection.

CLIENT RESPONSIBILITIES

We ask that the client be responsible for the following items:

1. **Authorize Work** – Sign and return the attached Agreement for Services (Form AS-071).
2. **Report Distribution** - Provide us with all applicable names and addresses for report distribution.
3. **Location of Private Underground Utilities** - With the exception of member utilities identified by Tennessee One Call, the locations of private, or non-member, underground utilities should be identified prior to our drilling crew's arrival on site. Though specifically excluded from this scope of work, we can provide this service for an additional fee upon request.
4. **Access** – Provide access to the site in order to perform the site exploration and soil test borings. During construction, provide safe access to areas to be tested including necessary equipment such as ladders, scaffolding, and lifts, including operators of lifts.
5. **Traffic Loading Data** – Provide anticipated traffic loading data for use in pavement design. If none is provided, S&ME will use anticipated traffic loading data based on experience with similar projects.
6. **Structural Loading** – Provide us with anticipated structural loading that will be used for design.
7. **Scheduling** – Provide us with the name of the individual who will be responsible for scheduling and directing our construction material testing services. Provide, or instruct your appointed representative to provide, a minimum of 24-hour notice for our construction material testing and special inspection services except for structural steel inspection, which we ask that you provide a minimum of 72-hour notice. When our services will be needed on weekends and/or holidays (Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we request an additional 24 hours be added to the aforementioned minimum notification times.
8. **Project Documents** – Provide us with two sets of finalized project plans and specifications.

EXCLUSIONS

Without attempting to be a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal:

1. **Environmental and Other Non-Geotechnical Evaluations** - Any wetland, environmental, contaminant (soil, water, or vapor), drainage, or existing structure assessments are beyond the scope of this geotechnical services proposal.
2. **Surveying of the Boring Locations** - Since S&ME does not perform surveying services and does not employ a licensed surveyor at our Chattanooga office, this service is not included in our scope of work. Boring locations will be approximated using a handheld GPS unit. If surveying is required, the project surveyor should locate our boring locations and provide us this information or we can retain a subcontract surveyor for an additional
3. **EPSC Inspection Exclusions** – S&ME will not provide a rain gauge, update the field SWPPP, conduct pre-construction inspections of delineation markings and initial measures, and any other services related to environmental permits.
4. Inspection of wood construction, wall panels, or veneers.
5. Exterior Insulation and Finish Systems (EIFS) inspection.
6. Inspection for special cases (IBC Section 1704.13)
7. Quality assurance for seismic resistance and wind requirements.
8. Inspection of any mechanical or electrical systems.
9. Coating inspections.
10. Roofing observations.

If any of the above excluded services are required, please contact us so that we can modify this proposal, or provide an additional proposal, for these services.

PROJECT SCHEDULE

Based on the current drilling schedule, S&ME can mobilize to the site about five working days after receipt of written authorization. We expect the field testing and exploration will take two weeks to complete and the laboratory testing will take an additional two weeks to complete. We will issue a written report about six weeks after the receipt of written authorization. Preliminary verbal recommendations can be provided shortly after drilling completion. Please notify us if this schedule is unacceptable so we can evaluate how it may be compressed.

FEES

Geotechnical Exploration Services

S&ME can provide the proposed geotechnical exploration services for a lump sum fee of \$26,100, not including Phase II Site-Specific Ground Motion Study services. If Phase II Site-Specific Ground Motion Study services are deemed necessary, we will provide these services for an additional lump sum of \$2,500. We will contact you prior to performing the Phase II Site Specific Services. This fee is based upon the assumption that S&ME personnel will locate the borings in the field using approximate methods and that the site is accessible to our ATV-

mounted drilling equipment. Any additional services that Hamilton County or Hamilton County Schools requires or requests, beyond the scope of these proposed services, will be performed according to our standard Fee Schedule. We will not perform additional work without prior authorization.

Construction Material Testing and Special Inspection Services

S&ME will provide our construction material testing and special inspections services on a unit rate basis for the not to exceed fee of \$205,000, as outlined on the attached opinion of probable cost. Although not anticipated at this time, if additional services not included in the above scope of services are required to complete this project, S&ME will require authorization through a Change of Agreement to this proposal and they will be invoiced on a unit rate basis in accordance with the attached fee schedule.

A construction schedule has not been provided at this time. However, we understand that the project team expects construction documents to go out to bid in March of 2015 with construction beginning the following May. The school is scheduled to open August of 2016. Based on this timeframe, the proposed scope of services, and our experience with similar projects, we estimated timeframes and quantities to develop the attached opinion of probable cost. We have estimated about 20 weeks of grading, 12 weeks of foundation work, 11 slab pours, 16 weeks of masonry construction, and 20 weeks of structural steel construction. We plan on having a full time special inspector on site to cover the majority of our services including EPSC inspections. Once our full time presence is no longer required, we will provide EPSC inspections on a part time basis (we expect about 20 weeks or part time EPSC inspections).

If construction activities progress longer than the scheduled time-frames above, our cost will in turn be increased accordingly, or our testing services will end once our proposed budget has been exceeded. We will not exceed our not to exceed fee without prior authorization.

The technical and pricing information contained in this proposal or in any correspondence submitted by S&ME is considered confidential and proprietary and should not be released or otherwise be made available to any third party without express written consent of S&ME.

PROPERTY ACCESS AUTHORIZATION/SITE DISTURBANCE

The Client must provide right-of-entry into the site for our drilling equipment and personnel. Also, moving the drilling equipment around the site and drilling the borings will leave some areas disturbed. While we will try to limit site disturbance, our fee does not include re-landscaping or otherwise restoring the site to its original condition. Our services will include backfilling the borings with the soil or rock cuttings, unless otherwise directed. Some settlement of these backfill materials should be expected. If you require special backfilling procedures we can provide pricing for these additional services.

During the normal course of our work some damage to the property may occur. Disturbance to the property will be limited, but damage to small trees and underbrush is typically incurred. Path clearing with a small bulldozer is necessary to allow access to the boring locations in the northern portion of the site. Thus, damage to vegetation and disturbance to the ground surface should be expected. Restoration of landscaping and ground cover is not included in our scope of services.

LIMITATIONS

Geophysical Survey Limitations

The ERI method proposed for this survey has inherent limitations and site features which can cause interference. Site metallic features (e.g., fences, utilities, reinforced concrete, gravel, etc.) and overhead transmission lines can produce false electrical response. In addition, the data and analyses submitted herein are based, in part, upon the data obtained from the non-invasive testing. Geophysical techniques are commonly used to map the subsurface, however certain limitations exist. Items such as soil and rock type, surface materials, depth of features, subsurface fluids, moisture content, etc., may make the mapping of features difficult. As with most surface geophysical methods, resolution of the subsurface will also decrease with depth. As such, the size and/or contrast of geologic layers and/or features compared to the imaged subsurface media must be significant enough to produce the anticipated response. Geologic conclusions will be based on our interpretation of the geophysical data and under no circumstances will S&ME assume any responsibility for damages resulting from the geophysical services.

Construction Materials Testing and Special Inspection Services Limitations

Our construction materials testing and special inspections services are limited to field observations and testing to determine if the construction activities comply with the approved project documents. We will not accept or reject completed work, but will provide information to help the architect or engineer of record make that determination. Our presence on the site does not relieve the contractor from complying with the approved project plans and specifications. Despite the thoroughness of any special inspections program, the special inspections services offered by S&ME do not serve as a warranty or guarantee that all non-compliant conditions will be detected and corrected. Also, our field personnel and project professionals take no responsibility for site safety, other than the safety of our own personnel.

CONTRACTUAL ARRANGEMENTS

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return both copies to our office. Upon receipt of the signed agreement, we will execute both copies, return one to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification. If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

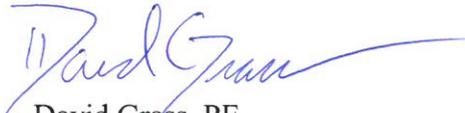
CLOSURE

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.

S&ME, Inc. appreciates the opportunity to submit this proposal to provide geotechnical services for the above referenced project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

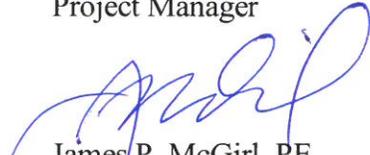
S&ME, Inc.



David Grass, PE
Project Manager



Kevin Hon, PG
Project Geologist



James P. McGirl, PE
Vice President

Attachments: Figure 1 – Proposed Geophysical Test Location Plan
Fee Schedule
Construction Material Testing / Special Inspections Opinion of Probable Cost
Agreement for Services, Form AS-071

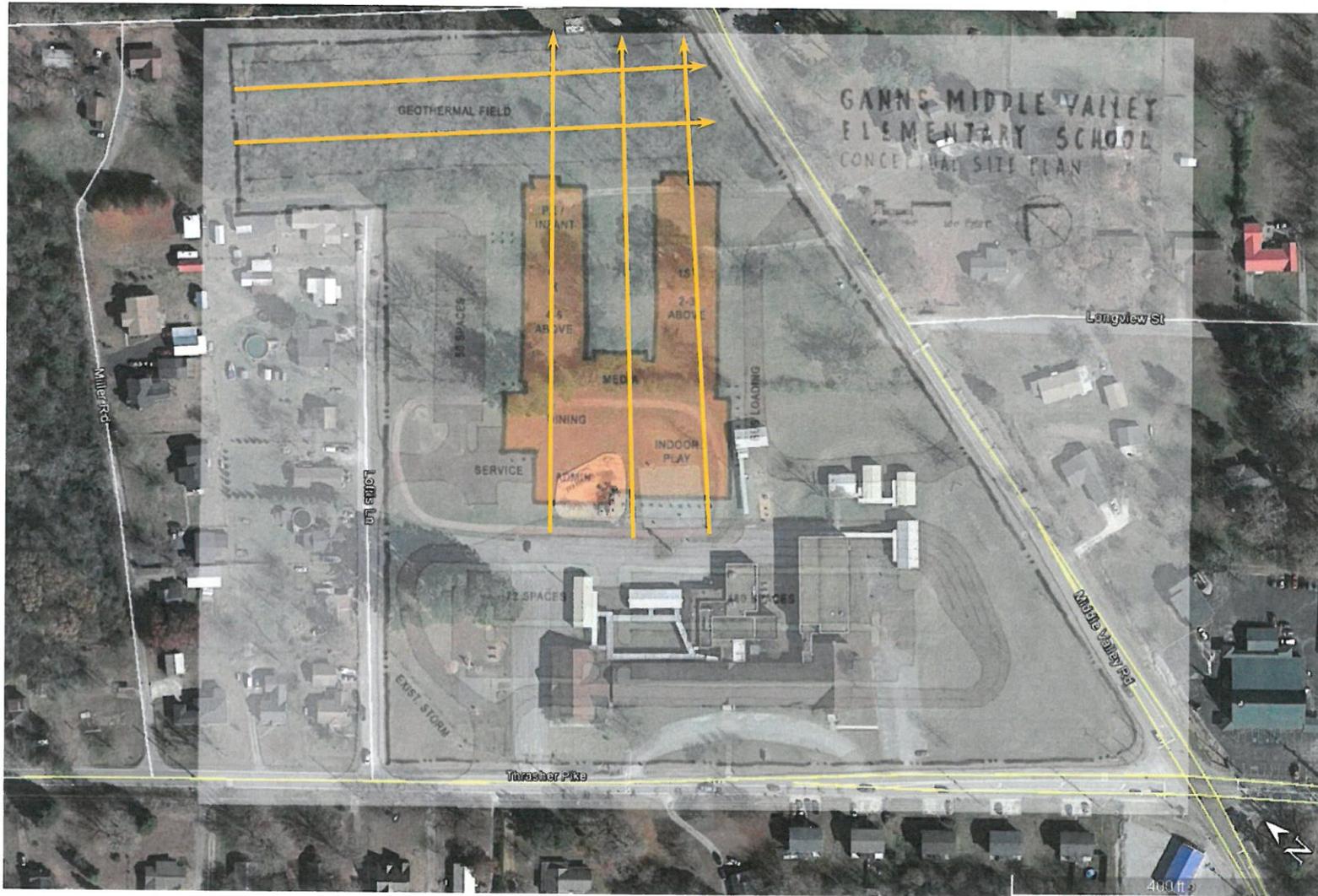
cc: Autumn Friday (Hamilton County)

LEGEND

— Approximate Location of Proposed Resistivity Profile

REFERENCE:

- Google Earth Pro Aerial Photograph
- Dated November 27, 2013



SCALE: AS SHOWN
DRAWN BY: KDH
CHECKED BY: DG
DATE: 10-17-14



PROPOSED GEOPHYSICAL TEST LOCATION PLAN
Gann Elementary School
Hixson, Tennessee

PROPOSAL NO.: 121400558

FIGURE NO.

1

**Hamilton County, Tennessee and
Hamilton County Department of Education
Geoenvironmental Consultant Fee Schedule**

fee(s) may be revised annually on July 1 of the respective year if approved in writing by Hamilton County

FIELD EXPLORATION

Drilling and Exploration

Mobilization - truck		
Local Mobilization	\$400.00	/ea
With Drilling Equipment	NC	/mi
Mobilization - ATV		
Local Mobilization	\$550.00	/ea
With Drilling Equipment	NC	/mi
Clearing and Access		
Mobilization	\$200.00	/ea
Dozer	\$100.00	/hr
Backhoe	\$ 90.00	/hr
Per Diem	\$150.00	/day
Soil Boring Advancement with SPT		
0 - 50 feet Depth Range	\$ 12.00	/ft
50+ feet Depth Range	\$ 16.00	/ft
Extra Split Spoon Sample	\$ 30.00	/ea
Auger Boring	\$ 8.00	/ft
Undisturbed Sampling, Shelby tube	\$ 75.00	/ea
Piston / Pitcher Sampling	\$150.00	/ea
Bulk Samples	\$ 50.00	/ea
Hourly for Drill Crew		
Specialty Drilling	\$200.00	/hr
Standby	\$200.00	/hr
Rock Coring (N series)		
Coring Setup (per boring)	\$250.00	/loc
0 - 50 feet Depth Range	\$ 50.00	/ft
50 - 100 feet Depth Range	\$ 50.00	/ft
Core Boxes (cardboard)	NC	/ea
Rock Coring (H series)		
Coring Setup (per boring)	\$250.00	/loc
0 - 50 feet Depth Range	\$ 55.00	/ft
50 - 100 feet Depth Range	\$ 55.00	/ft
Core Boxes (cardboard)	\$ 25.00	/ea
Temporary Piezometer Installation	\$ 15.00	/ft
Rock Drilling - Air Rotary		
Setup (per boring)	\$300.00	/ea
0 - 50 feet Depth Range	\$ 20.00	/ft
50-100 feet Depth Range	\$ 25.00	/ft

Temporary Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$ 8.00	/ft
50 - 100 feet Depth Range	\$ 10.00	/ft
Permanent Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$ 25.00	/ft
50 - 100 feet Depth Range	\$ 27.50	/ft
Direct Push Rig		
Daily	\$1,500.00	/day
Macro Core Sleeves	\$ 5.00	/ea
Prepack Well	\$ 25.00	/ft
Expendable Tips	\$ 10.00	/ea
Tubing	\$ 2.00	/ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)		
0 - 50 feet Depth Range	\$ 22.00	/ft
50 - 100 feet Depth Range	\$ 22.00	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	\$ 350.00	/ea
4"x4"x5' Steel Locking Shroud	\$ 50.00	/ea
6"x6"x5' Steel Locking Shroud	\$ 100.00	/ea
8" Flush Shroud	\$ 75.00	/ea
4" dia. Protective posts	\$ 50.00	/ea
Well Abandonment - 2" PVC		
Plug in place	\$ 9.00	/ft
Pad/Shroud Removal	\$ 150.00	/ea
Minimum Drilling Charge	\$1,500.00	/project
Boring Grouting		
4 Inch Diameter Boring	\$ 9.00	/ft
6 Inch Diameter Boring	\$ 11.00	/ft

EQUIPMENT USE CHARGE

Equipment Usage Charges

Time Domain Electromagnetics	\$500.00	/day
Frequency Domain Electromagnetics	\$350.00	/day
Electrical Resistivity	\$850.00	/day
Ground Penetrating Radar	\$500.00	/day
Surface Seismic Array	\$500.00	/day
Down Hole Seismic	\$500.00	/day
Nuclear Density Gauge	\$ 35.00	/day
Concrete Testing Equipment	No charge	/day
Dynamic Cone Penetrometer	No charge	/day
Core Machine	\$100.00	/day
Core Bit Wear	\$ 0.50	\$/in/in
High Pressure Washer	\$ 50.00	/day
Steam Cleaner	\$125.00	/day
Grouting Unit	\$250.00	/day
Water Trailer	\$200.00	/day
Air Compressor	\$ 50.00	/day
Generator	\$ 75.00	/day
Jackhammer - Electric	\$150.00	/day
Jackhammer - Air	\$150.00	/day
Pickup Truck - 1/2 ton	No charge	/day
Photoionization Detector	\$100.00	/day
Pumps		
Centrifugal Pump	\$100.00	/day
Peristaltic Pump	\$ 80.00	/day
Purge Pump	\$ 75.00	/day
Meters		
pH Meter	\$ 50.00	/day
Specific Conductance Meter	\$ 50.00	/day
DO Meter	\$ 50.00	/day
ORP Meter	\$ 50.00	/day
Explosive Gas Meter	\$ 75.00	/day
Pressure Transducer	\$ 50.00	/day
Data Logger	\$ 100.00	/day
Oil/Water Interface Probe	\$ 75.00	/day
Electric Water Level Indicator	\$ 50.00	/day
Supplies		
Bailers	\$ 15.00	/ea
Petroleum Absorbent Booms	No charge	/ea
Drums, 55-gal	\$ 65.00	/ea
Plastic	No charge	/ea
Other:		

Field Supplies: tubing, etc.	Cost	X 1.15
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GEOTECHNICAL/MATERIALS LABORATORY TESTING

Shear Strength Tests

Unconfined Compression Test	\$125.00	/ea
Triaxial Compression Tests		
UU	\$450.00	/ea
UU - saturated	\$600.00	/ea
CU w/ Pore Pressure Measurement	\$800.00	/ea
CD	\$800.00	/ea

Classification Tests

Atterberg Limits	\$ 85.00	/ea
Particle Size Analysis (2" - #200)	\$100.00	/ea
Particle Size Analysis (1/4" - #200)	\$100.00	/ea
Particle Size Analysis (Hydrometer)	\$145.00	/ea
#200 Wash	\$ 53.00	/ea

Consolidation Tests

Consolidation	\$450.00	/ea
Consolidation with Hysteresis	\$500.00	/ea

Permeability Tests

Constant Head	\$375.00	/ea
Controlled Gradient	\$375.00	/ea

Earthwork Tests

Compaction Tests (Proctor): Soil, Standard	\$130.00	/ea
Compaction Tests (Proctor): Soil, Modified	\$173.00	/ea
Compaction Tests (Proctor): Stone, Standard	\$150.00	/ea
Compaction Tests (Proctor): Stone, Modified	\$200.00	/ea
Proctor Check Point	No charge	/ea
CBR, Soaked - Three points with Plot	\$500.00	/ea

Miscellaneous Tests

Separate Moisture Content	\$ 15.00	/ea
Separate Unit Weight Determination	\$ 53.00	/ea
Specific Gravity	\$ 89.00	/ea
pH Determination	\$ 45.00	/ea
Resistivity	\$120.00	/ea
Remolded Sample Preparation	\$ 50.00	/ea
Saw Shelby Tube	\$ 25.00	/ea
Organic Content	\$ 95.00	/ea

Concrete Testing

Compressive Strength (/ specimen made)	\$ 12.50	/ea
Floor Flatness and Levelness Testing	\$.07	/sf
Vapor Emission Testing	\$ 45.00	/test
Compressive Strength of Concrete Cores	\$ 15.00	/core
Concrete Mix Design Verification	\$350.00	/mix

Asphalt Testing

Asphalt Extraction and Gradation	\$150.00	/ea
Marshall Density, Stability, & Flow	\$200.00	/ea
Theoretical Density and Specific Gravity	\$125.00	/ea
Asphalt Core Density	\$ 25.00	/ea
Asphalt Core Thickness	No charge	/ea
Asphalt Patch (bag)	\$ 10.00	/ea

Masonry

Grout Compression Test	\$ 60.00	/set
Mortar Cubes	\$ 10.00	/cube
Compressive Strength/Absorption of Block	\$100.00	/set
Masonry Composite Compression Test	\$ 45.00	/test

PROFESSIONAL AND TECHNICAL SUPPORT SERVICES

Principal/Chief Engineer	\$175.00	/hr
Senior Registered Professional	\$140.00	/hr
Project Registered Professional	\$125.00	/hr
Staff Professional	\$ 95.00	/hr
Field Professional	\$ 85.00	/hr
Project Manager	\$110.00	/hr
Health and Safety Specialist	\$ 95.00	/hr
Senior Environmental Specialist	\$140.00	/hr
Project Environmental Specialist	\$125.00	/hr
Staff Environmental Specialist	\$ 85.00	/hr
Senior Industrial Hygienist	\$135.00	/hr
Industrial Hygienist	\$105.00	/hr
Senior Ecologist	\$140.00	/hr
Staff Ecologist	\$ 85.00	/hr
Senior Archaeologist	\$140.00	/hr
Staff Archaeologist	\$ 85.00	/hr
Technical Administrator	\$ 50.00	/hr
CAD Technician I	\$ 45.00	/hr
CAD Technician II	\$ 65.00	/hr
Steel Inspector, CWI	\$ 85.00	/hr
Steel Inspector NDE, ASNT Level II	\$ 65.00	/hr
Steel Inspector NDE, ASNT Level III	\$ 85.00	/hr
Roofing Observer	\$ 85.00	/hr
Senior Special Inspector	\$ 60.00	/hr
Special Inspector	\$ 55.00	/hr
Senior Engineering Technician	\$ 45.00	/hr
Engineering Technician	\$ 38.00	/hr
Senior Environmental Technician	\$ 65.00	/hr
Environmental Technician	\$ 45.00	/hr
Overtime Multiplier (over 8 hrs/day)	1.5	
Overtime Multiplier (Weekends)	1.5	
Overtime Multiplier (Holidays)	1.5	

* Overtime rates apply to non-exempt employees.

EXPENSES

Mileage	\$ 0.90	/mi
Per Diem	NA	/day
Report Production	NA	/pg
Subcontract Services	15	% + Cost
Analytical Laboratory Testing	15	% + Cost
Fuel Surcharge	NA	/mi
Misc. Reimbursable	15	% + Cost
Other:		

Geophysicist	\$100.00	/hr

OPINION OF PROBABLE COST
SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING SERVICES
Gann Elementary School
Hixson, Tennessee
S&ME Proposal No. 121400558

SERVICE	UNITS	UNIT COST	EXTENSION	TOTALS
FIELD TESTING SERVICES				
<u>Earthwork</u>				
PROJECT PROFESSIONAL	20 HOURS	\$110.00 /HOUR		\$2,200.00
SPECIAL INSPECTOR (Regular Time)	800 HOURS	\$55.00 /HOUR		\$44,000.00
SPECIAL INSPECTOR (Over Time)	200 HOURS	\$82.50 /HOUR		\$16,500.00
NUCLEAR DENSITY GAUGE	100 DAYS	\$35.00 /DAY		\$3,500.00
MILEAGE/TRIPS	2000 MILES	\$0.90 /MILE		\$1,800.00
(Assumes 20 weeks at 50 hours per week.)				
<u>Foundations</u>				
PROJECT PROFESSIONAL	15 HOURS	\$110.00 /HOUR		\$1,650.00
SPECIAL INSPECTOR (Regular Time)	480 HOURS	\$55.00 /HOUR		\$26,400.00
MILEAGE/TRIPS	1200 MILES	\$0.90 /MILE		\$1,080.00
(Assumes 12 weeks at 40 hours per week.)				
<u>Concrete Sampling and Testing</u>				
TECHNICIAN (Regular Time)	88 HOURS	\$38.00 /HOUR		\$3,344.00
TECHNICIAN (Over Time)	22 HOURS	\$57.00 /HOUR		\$1,254.00
MILEAGE/TRIPS	220 MILES	\$0.90 /MILE		\$198.00
SENIOR TECHNICIAN	35 HOURS	\$45.00 /HOUR		\$1,575.00
FLOOR FLATNESS AND LEVELNESS DEVICE	7 DAYS	\$125.00 /DAY		\$875.00
(Assumes 11 slab pours.)				
<u>Masonry Observations and Testing</u>				
SPECIAL INSPECTOR (Regular Time)	640 HOURS	\$55.00 /HOUR		\$35,200.00
SPECIAL INSPECTOR (Over Time)	0 HOURS	\$82.50 /HOUR		\$0.00
MILEAGE/TRIPS	1600 MILES	\$0.90 /MILE		\$1,440.00
(Assumes 16 weeks at 40 hours per week.)				
<u>Steel Observations</u>				
NDE TECHNICIAN (Regular Time)	200 HOURS	\$85.00 /HOUR		\$17,000.00
MILEAGE/TRIPS	800 TRIPS	\$0.90 /TRIP		\$720.00
(Assumes 40 trips at 5 hours each.)				
<u>EPSC Inspections</u>				
SPECIAL INSPECTOR (Regular Time)	120 HOURS	\$55.00 /HOUR		\$6,600.00
MILEAGE/TRIPS	40 TRIPS	\$127.50 /TRIP		\$5,100.00
(Assumes 20 weeks at 6 hours per week, outside of full time services.)				
<u>Asphalt Testing</u>				
TECHNICIAN (Regular Time)	72 HOURS	\$38.00 /HOUR		\$2,736.00
MILEAGE/TRIPS	9 MILES	\$0.90 /MILE		\$8.10
CORING EQUIPMENT	3 DAYS	\$100.00 /DAY		\$300.00
PORTABLE GENERATOR	3 DAYS	\$75.00 /DAY		\$225.00
ASPHALT - SPECIFIC GRAVITY/DENSITY OF CORES	30 PATCHES	\$25.00 /CORE		\$750.00
SUBTOTAL FIELD TESTING				\$174,455.10
LABORATORY SERVICES				
SOIL - LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY	1 TESTS	\$75.00 /TEST		\$75.00
SOIL - PROCTOR STANDARD EFFORT	1 TESTS	\$130.00 /TEST		\$130.00
AGGREGATE - PROCTOR STANDARD EFFORT	1 TESTS	\$130.00 /TEST		\$130.00
CONCRETE - TEST CYLINDERS, PER CYLINDER CAS	300 CYLIND	\$12.00 /CYLINDER		\$3,600.00
GROUT - COMPRESSIVE STRENGTH TESTING OF PR	120 PRISMS	\$15.00 /PRISM		\$1,800.00
MORTAR - COMPRESSIVE STRENGTH TESTING, PER	30 SETS	\$30.00 /SET OF 3		\$900.00
MASONRY UNITS - COMPRESSIVE STRENGTH OF U	30 SETS (of 3)	\$100.00 /SET OF 3		\$3,000.00
SUBTOTAL LABORATORY				\$9,635.00
ENGINEERING SERVICES				
SENIOR PROFESSIONAL	15 HOURS	\$140.00 /HOUR		\$2,100.00
PROJECT PROFESSIONAL	124 HOURS	\$110.00 /HOUR		\$13,640.00
STAFF PROFESSIONAL	30 HOURS	\$95.00 /HOUR		\$2,850.00
ADMINISTRATIVE SUPPORT	60 HOURS	\$40.00 /HOUR		\$2,400.00
SUBTOTAL ENGINEERING				\$20,990.00
TOTAL ESTIMATED COST				\$205,080.10

obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. Client waives all claims for damages or delay as a result of such suspension or termination.

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.
5. **LIMITATION OF LIABILITY:** Consultant's aggregate liability responsibility to Client, including that of our officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as **LIMITATION OF LIABILITY**. This limitation of **LIABILITY** applies to all lawsuits, claims or actions, whether identified as arising in tort, **INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY**, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of our Services.

By entering into this Agreement, Client acknowledges that this Limitation of **LIABILITY** provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any reliance on information obtained or derived from such electronic files will be at the Client's or other user's sole risk.

8. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees and lower tier subcontractors. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are

not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

9. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

10. CLIENT OBLIGATIONS:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and from the use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area.

To the fullest extent permitted by law, Client shall indemnify Consultant from all claims, suits, losses, personal injuries, death and property liability, including costs and attorneys' fees, arising from Client's breach of any of the obligations set forth in this paragraph.

11. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

12. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

13. TERMINATION:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or

receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

14. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
15. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.
16. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim. Upon receipt of written request, Client shall be included as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis.
17. **INDEMNITY:** Client agrees to indemnify Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Consultant agrees to indemnify Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault.

- 18. **DISPUTE RESOLUTION:** Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar dispute resolution organization if the parties expressly agree. Except for collection actions by Consultant, mediation in good faith shall be a condition precedent to the institution of litigation by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar dispute resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both Parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
- 19. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
- 20. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- 21. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.
- 22. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

<p>CLIENT: <u>Hamilton County Department of Public</u></p> <p>BY: _____ <small>(Signature)</small></p> <p>_____ <small>(Print Name / Title)</small></p> <p>DATE: _____</p> <p>PROPOSAL NUMBER : <u>121400558</u></p>	<p>S&ME, Inc.</p> <p>BY:  _____ <small>(Signature)</small></p> <p><u>Jim McGill / Vice President</u> <small>(Print Name / Title)</small></p> <p>DATE: <u>10/20/14</u></p>
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Client's FAXED or DIGITAL signature to be treated as original signature



Hamilton County Board of Commissioners RESOLUTION

No. 1114-35

A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF TELESOURCE SERVICES, LLC, A-1 TELETRONICS, INC., HELLO DIRECT, OPTUS, INC., AND SYNERGY TELECOM, INC. FOR NORTEL TELEPHONE EQUIPMENT FOR THE PERIOD BEGINNING NOVEMBER 19, 2014 THROUGH NOVEMBER 18, 2015 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for contract unit pricing for Nortel telephone equipment for the Telecommunications Department; and,

WHEREAS, the unit price bids from Telesource Services, LLC, A-1 Teletronics, Inc., Hello Direct, Optus, Inc., and Synergy Telecom, Inc. for Nortel telephone equipment were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available for this project.

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

That the unit price bids of Telesource Services, LLC, A-1 Teletronics, Inc., Hello Direct, Optus, Inc. and Synergy Telecom, Inc. for Nortel telephone equipment for the period beginning November 19, 2014 through November 18, 2015 for the Telecommunications 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

November 19, 2014

Date

HAMILTON COUNTY, TN
NORTEL EQUIPMENT BID
BID#1014-054

I. INTRODUCTION

Hamilton County Government is accepting sealed bids for unit pricing on selected Nortel telephone equipment. The contract period will be from November 19, 2014 through November 18, 2015. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract.

II. INSTRUCTIONS TO VENDORS

These bid documents are being issued by the Hamilton County Purchasing Department. Inquiries regarding the technical specifications of this bid should be directed to Hamilton County Telecommunications Attn: Eric Porter 423-209-6222, ericp@hamiltontn.gov or by FAX at 423-209-6224. Questions regarding bid procedures should be directed to Linda Chumbler, Purchasing Department, at 423-209-6353, lindac@hamiltontn.gov or FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. ET, Monday through Friday.

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

Sealed bids will be accepted before **11:00 a.m. Eastern Time on Tuesday, October 14, 2014**, at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

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

III. QUANTITIES

The equipment being bid will be installed for various communication projects in Hamilton County schools and County General locations. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from November 19, 2014 through November 18, 2015.

HAMILTON COUNTY, TN
NORTEL EQUIPMENT BID
BID#1014-054

IV. SHIPPING

All material must be shipped prepaid by the vendor to the designated County facility. All shipping charges will be the responsibility of the vendor.

V. GUARANTEED DELIVERY

Hamilton County will place multiple orders for various items based on the needs and schedule of particular projects. Vendors will be given a fifteen-day period from the award of the bid before delivery of the first order of equipment and for all complete systems throughout the term of the contract. After the initial order, smaller quantities of individual items, such as phones, should be delivered within five working days after placement of order.

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

VI. WARRANTY

All new equipment, including software and hardware, must be covered under warranty for a period of at least one year from the date of delivery to Hamilton County. Vendor must replace, at no cost to Hamilton County, any parts found to be defective during the warranty period. Replacement parts must be new, with the same one-year warranty period coverage.

For vendors pricing refurbished equipment, a minimum two year warranty is required. Advance replacement option is preferred. Information related to warranties, exchanges and advanced replacements must be included. Also include procedures for receiving an RMA and a return address for shipping.

VII. PAYMENT

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

EQUIPMENT SPECIFICATIONS

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

All equipment quoted as new must be new from the manufacturer, unbranded by vendor. Refurbished equipment, also unbranded by vendor, must have at least a two year warranty. For all equipment purchased under this contract, system administration manuals, installation manuals and telephone user guides and designations **must** be included.

Estimated quantities have been provided, however quantities are not guaranteed and may increase or decrease during the term of the contract.

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

HAMILTON COUNTY, TN
NORTEL EQUIPMENT BID
BID#1014-054

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

ESTIMATE D QTY.	DESCRIPTION	NEW OR REFURBISHED	UNIT PRICE
5	M3902 Basic Charcoal Nortel Phone NTMN32BA70		
15	M3903 Enhanced Charcoal Nortel Phone NTMN33BA70		
30	M3904 Professional Charcoal Nortel Phone NTMN34BA70		
1	M3905 Charcoal Phone NTMN35GA		
1	Key Expansion Module with Footstand Charcoal for Nortel 3900 Series Phones NTMN66AA70		
1	Charcoal Wall Mount for 3900 Series Nortel Phone NTMN15AA70		
35	M3900 Charcoal Handset Nortel Phone Series		
1	Norstar Plus MICS Analog Station Module w/Message Waiting Nortel AO651835		
1	M9417 Black 2-Line Feature Phone Nortel		
1	M8314 Black Single Line Feature Phone Nortel		
25	Handset Black for Meridian and Norstar Nortel AO338908		
10	Handset Ash for Meridian and Norstar Nortel AO338908		
30	M7100 Black Nortel Phone AO409179 Norstar		
1	M7208 Black Nortel Phone AO409189 Norstar		
1	M7310 Black Nortel Phone AO409172 Norstar		
1	T7100 Black Nortel Phone NT8B25AAAA Norstar		
1	T7208 Black Nortel Phone NT8B25AAAA Norstar		
1	T7316E Black Nortel Phone NT8B27AAAA Norstar		
25	I2001 Nortel IP Phone NTDU90BD70E6		
10	I2002 Nortel IP Phone NTDU91BD70E6		
10	I2004 Nortel IP Phone NTDU92BD70E6		
1	Nortel AO404134 Norstar Plus MICS 0x32 KSU		
1	Nortel AO774508 Norstar Plus MICS NA MICS Software (Release 6.1 or later)		
1	Nortel AO774515 Norstar Plus MICS MICS-XC Software (Release 4.0 or later)		
1	Nortel AO404245 Norstar Plus MICS Fiber 6 Port Expansion Cartridge		
1	Nortel AO405788 Norstar Plus MICS Fiber Trunk Module		
1	Nortel AO851663 Norstar Plus MICS Global Caller ID Trunk Cartridge		
1	Nortel AO404144 Norstar Plus MICS Fiber Station Module		
1	Nortel AO636406 Norstar Analog Terminal Adapter 2		
1	Nortel AO767381 Norstar Fast Rad		
1	Nortel AO791979 4 Port Norstar Voice Mail 4.1		

Hamilton County TN
 Bid#1014-054

Nortel Equipment Bid

ESTIMATE D QTY.	DESCRIPTION	NEW OR REFURBISHED	UNIT PRICE
1	Nortel NVM6 6 Channel Fiber Voice Mail 4.0		
1	Nortel AO791984 8 Port Norstar Voice Mail 4.1		
1	Nortel CallPilot 100/150 Voice Mail v3.0 with 10 Mail Boxes		
1	Call Pilot 8 Voice message Seat Keycode Nortel NTKC0093		
1	Call Pilot 16 Voice message Seat Keycode Nortel NTKC0094		
1	Call Pilot 32 Voice message Seat Keycode Nortel NTKC0095		
1	Call Pilot 64 Voice message Seat Keycode Nortel NTKC0096		
1	BCM 450 v5.0 or later with Redundant Power Supply		
1	BCM Capacity Expansion Card (CEC) for BCM 450 v5.0 or later		
1	BCM Media Services PEC III Card NTBB80AJ		
1	BCM 450 v5.0 Expansion Unit with Redundant Power Supply NTPW0131		
1	BCM 32 + Digital Station Media Bay Module Nortel NT7B09AAAD		
1	BCM 16 + Digital Station Media Bay Module Nortel (DSM 16+) NT7B08AAALES		
1	BCM 8 Station Analog Station Media Bay Module Nortel (GASM8) NT5B16AAAF		
1	BCM Global Analog Trunk Module - 4 Port (GATM4) NT5B44BAAEE5		
1	BCM Global Analog Trunk Module - 8 Port (GATM8) NT5B44AAAEE5		
1	BCM Global 4x16 Module (4 CLID Trunks + 16 Station Sets) NT5B42AAAFE5		
1	BCM Global 8x16 Module (8 CLID Trunks + 16 Station Sets) NT5B42AAAGE5		
1	BCM Voice Messaging 8 - Seat Software Authorization Code NTC01019KC		
1	BCM IP Telephony Client 8 - Seat Software Authorization Code NTC01069KC		
1	BCM Voice Messaging 16-Seat Software Authorization Code NTC01020KC		
1	BCM IP Telephony Client 16 - Seat Software Authorization Code NTC01070KC		
1	BCM Voice Messaging 32-Seat Software Authorization Code NTC01021KC		
1	BCM IP Telephony Client 32 - Seat Software Authorization Code NTC01071KC		
1	BCM Voice Messaging 64 - Seat Software Authorization Code NTC01022KC		
1	BCM IP Telephony Client 64 - Seat Software Authorization Code NTC01072KC		

NOTE:

IMPORTANT DELIVERY/MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #1014-054 Nortel Telephone Equipment	Bid #1014-054 Nortel Telephone Equipment
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404



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

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

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

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



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Solicitation 1014-054 - Log
Nortel Telephone Equipment

10/02/2014 7:27 AM Eastern

Bids Due Date/Time: 10/14/2014 11:00:00 AM Eastern

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

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Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
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10/02/2014 7:27:06AM	Eastern	Linda Chumbler	1014-054 - Nortel Telephone Equipment	Invitation	Please click on the above solicitation number to access bid documents.	403	0

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Please run the attached ad on October 2, 2014, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Nortel Telephone Equipment will be opened at 11:00 AM (ET) on October 14, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



ESTIMATED QTY.	DESCRIPTION	Telesource Services	A1	Hello Direct	Optus Inc.	Longway	Viper	Synergy Telecom
		LLC	Teletronics			Broadband	Communications,	Inc.
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
5	M3902 Basic Charcoal Nortel Phone NTMN32BA70	42.00	49.00	48.60	45.00	72.00	59.00	38.00
15	M3903 Enhanced Charcoal Nortel Phone NTMN33BA70	44.00	49.00	54.00	49.00	64.00	69.00	40.00
30	M3904 Professional Charcoal Nortel Phone NTMN34BA70	52.00	69.00	70.20	59.00	80.00	79.00	50.00
1	M3905 Charcoal Phone NTMN35GA	60.00	57.00	75.60	49.00	80.00	89.00	50.00
1	Key Expansion Module with Footstand Charcoal for Nortel 3900 Series Phones NT	60.00	65.00	86.40	59.00	No Bid	79.00	45.00
1	Charcoal Wall Mount for 3900 Series Nortel Phone NTMN15AA70	7.00	10.00	8.64	9.00	No Bid	14.99	10.00
35	M3900 Charcoal Handset Nortel Phone Series	6.00	7.00	6.48	5.00	12.00	10.00	7.00
1	Norstar Plus MICS Analog Station Module w/Message Waiting Nortel AO651835	265.00	250.00	437.40	190.00	No Bid	499.00	275.00
1	M9417 Black 2-Line Feature Phone Nortel	82.00	75.00	86.40	72.00	No Bid	175.00	75.00
1	M8314 Black Single Line Feature Phone Nortel	42.00	69.00	64.80	59.00	No Bid	59.00	60.00
25	Handset Black for Meridian and Norstar Nortel AO338908	6.00	7.00	5.40	5.00	No Bid	10.00	7.00
10	Handset Ash for Meridian and Norstar Nortel AO338908	6.00	7.00	5.40	5.00	No Bid	10.00	7.00
30	M7100 Black Nortel Phone AO409179 Norstar	38.00	35.00	48.60	30.00	50.00	49.00	40.00
1	M7208 Black Nortel Phone AO409189 Norstar	45.00	49.00	59.40	40.00	65.00	59.00	45.00
1	M7310 Black Nortel Phone AO409172 Norstar	45.00	49.00	59.40	45.00	65.00	69.00	45.00
1	T7100 Black Nortel Phone NT8B25AAAA Norstar	38.00	50.00	59.40	54.00	No Bid	59.00	59.00
1	T7208 Black Nortel Phone NT8B25AAAA Norstar	45.00	75.00	75.60	69.00	75.00	95.00	65.00
1	T7316E Black Nortel Phone NT8B27AAAA Norstar	45.00	69.00	81.00	64.00	77.00	85.00	68.00
25	I2001 Nortel IP Phone NTDU90BD70E6	70.00	50.00	43.20	75.00	46.00	89.00	40.00
10	I2002 Nortel IP Phone NTDU91BD70E6	80.00	69.00	70.20	87.00	70.00	99.00	50.00
10	I2004 Nortel IP Phone NTDU92BD70E6	80.00	55.00	75.60	84.00	78.00	139.00	60.00
1	Nortel AO404134 Norstar Plus MICS 0x32 KSU	195.00	166.00	178.20	142.00	200.00	399.00	225.00
1	Nortel AO774508 Norstar Plus MICS NA MICS Software (Release 6.1 or later)	190.00	99.00	253.80	210.00	250.00	349.00	115.00
1	Nortel AO774515 Norstar Plus MICS MICS-XC Software (Release 4.0 or later)	450.00	80.00	145.80	286.00	320.00	559.00	175.00
1	Nortel AO404245 Norstar Plus MICS Fiber 6 Port Expansion Cartridge	70.00	49.00	43.20	48.00	50.00	129.00	45.00
1	Nortel AO405788 Norstar Plus MICS Fiber Trunk Module	45.00	85.00	102.60	48.00	105.00	99.00	55.00
1	Nortel AO851663 Norstar Plus MICS Global Caller ID Trunk Cartridge	185.00	155.00	162.00	172.00	175.00	199.00	150.00
1	Nortel AO404144 Norstar Plus MICS Fiber Station Module	95.00	149.00	102.60	107.00	110.00	199.00	65.00
1	Nortel AO636406 Norstar Analog Terminal Adapter 2	95.00	60.00	81.00	70.00	88.00	99.00	75.00

ESTIMATED QTY.	DESCRIPTION	Telesource Services LLC	A1 Teletronics	Hello Direct	Optus Inc.	Longway Broadband Services	Viper Communications, LLC	Synergy Telecom Inc.
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Nortel AO767381 Norstar Fast Rad	65.00	57.00	64.80	48.00	70.00	99.00	50.00
1	Nortel AO791979 4 Port Norstar Voice Mail 4.1	550.00	295.00	No Bid	480.00	No Bid	750.00	No Bid
1	Nortel NVM6 6 Channel Fiber Voice Mail 4.0	775.00	199.00	No Bid	750.00	No Bid	850.00	No Bid
1	Nortel AO791984 8 Port Norstar Voice Mail 4.1	850.00	245.00	486.00	700.00	No Bid	950.00	No Bid
1	Nortel CallPilot 100/150 Voice Mail v3.0 with 10 Mail Boxes	520.00	500.00	810.00	385.00	No Bid	569.00	No Bid
1	Call Pilot 8 Voice message Seat Keycode Nortel NTKC0093	228.00	350.00	324.00	300.00	No Bid	399.00	No Bid
1	Call Pilot 16 Voice message Seat Keycode Nortel NTKC0094	438.00	700.00	459.00	350.00	560.00	775.00	No Bid
1	Call Pilot 32 Voice message Seat Keycode Nortel NTKC0095	780.00	1,400.00	793.80	650.00	900.00	1,550.00	No Bid
1	Call Pilot 64 Voice message Seat Keycode Nortel NTKC0096	1,300.00	2,800.00	1,026.00	1,200.00	1,300.00	2,989.00	No Bid
1	BCM 450 v5.0 or later with Redundant Power Supply	4,200.00	1,995.00	2,484.00	3,600.00	No Bid	4,399.00	No Bid
1	BCM Capacity Expansion Card (CEC) for BCM 450 v5.0 or later	950.00	500.00	988.20	123.00	No Bid	1,099.00	No Bid
1	BCM Media Services PEC III Card NTBB80AJ	250.00	98.00	64.20	124.00	No Bid	99.00	No Bid
1	BCM 450 v5.0 Expansion Unit with Redundant Power Supply NTPW0131	675.00	440.00	426.60	550.00	No Bid	1,199.00	No Bid
1	BCM 32 + Digital Station Media Bay Module Nortel NT7B09AAAD	325.00	199.00	135.00	343.00	150.00	249.00	No Bid
1	BCM 16 + Digital Station Media Bay Module Nortel (DSM 16+) NT7B08AAALE5	300.00	145.00	81.00	142.00	90.00	189.00	No Bid
1	BCM 8 Station Analog Station Media Bay Module Nortel (GASM8) NT5B16AAAF	375.00	160.00	232.20	295.00	No Bid	499.00	No Bid
1	BCM Global Analog Trunk Module - 4 Port (GATM4) NT5B44BAEE5	350.00	105.00	124.20	112.00	No Bid	175.00	No Bid
1	BCM Global Analog Trunk Module - 8 Port (GATM8) NT5B44AAEE5	435.00	209.00	243.00	476.00	No Bid	299.00	No Bid
1	BCM Global 4x16 Module (4 CLID Trunks + 16 Station Sets) NT5B42AAAFE5	435.00	198.00	318.60	395.00	No Bid	550.00	No Bid
1	BCM Global 8x16 Module (8 CLID Trunks + 16 Station Sets) NT5B42AAAGE5	575.00	298.00	459.00	481.00	515.00	750.00	No Bid
1	BCM Voice Messaging 8 - Seat Software Authorization Code NTC01019KC	No Bid	475.00	486.00	395.00	525.00	599.00	No Bid
1	BCM IP Telephony Client 8 - Seat Software Authorization Code NTC01069KC	450.00	425.00	378.00	400.00	No Bid	699.00	No Bid
1	BCM Voice Messaging 16-Seat Software Authorization Code NTC01020KC	No Bid	695.00	729.00	780.00	900.00	999.00	No Bid
1	BCM IP Telephony Client 16 - Seat Software Authorization Code NTC01070KC	No Bid	795.00	621.00	799.00	No Bid	1,398.00	No Bid
1	BCM Voice Messaging 32-Seat Software Authorization Code NTC01021KC	1,550.00	1,310.00	999.00	1,270.00	1,300.00	1,975.00	No Bid
1	BCM IP Telephony Client 32 - Seat Software Authorization Code NTC01071KC	1,445.00	1,499.00	1,182.60	1,300.00	No Bid	2,775.00	No Bid
1	BCM Voice Messaging 64 - Seat Software Authorization Code NTC01022KC	2,450.00	2,620.00	2,916.00	2,450.00	No Bid	3,925.00	No Bid
1	BCM IP Telephony Client 64 - Seat Software Authorization Code NTC01072KC	2,525.00	2,999.00	1,998.00	2,400.00	No Bid	5,545.00	No Bid

One Call Technology withdrew their bid on 10/28/2014

Request for Bids:	
Newspaper Ad:	10/2/2014
Vendor Notification:	403
Vendor Response:	8
Budgeted:	Various



Hamilton County Board of Commissioners RESOLUTION

No. 1114-36

A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF MXN CORPORATION, PERSONAL COMPUTER SYSTEMS, INC., AND OPTUS, INC., BEGINNING NOVEMBER 19, 2014, THROUGH NOVEMBER 18, 2015, FOR HP DATA COMMUNICATIONS EQUIPMENT FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the bids from MXN Corporation, Personal Computer Systems, Inc., and OPTUS, Inc for HP data communications equipment were considered to be the lowest and best bids received and,

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

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

That the bids of MXN Corporation, Personal Computer Systems, Inc., and OPTUS, Inc. for contract unit pricing, beginning November 19, 2014 through November 18, 2015, for HP data communications equipment for the Telecommunications Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

November 19, 2014

Date

HAMILTON COUNTY, TN
DATA COMMUNICATIONS EQUIPMENT BID
BID#:1014-053

1.0 General

Hamilton County Government is accepting sealed bids for unit pricing on selected data communications equipment. The contract period will be from November 19, 2014 through November 18, 2015. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract.

1.1 Instructions to Vendors

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

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

Sealed bids will be accepted before **10:30 a.m. Eastern Time on Tuesday October 14, 2014** at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

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

1.2 Quantities

The equipment being bid will be installed in various communications projects in Hamilton County schools and County General locations during the term of the contract. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from November 19, 2014 through November 18, 2015.

HAMILTON COUNTY, TN
DATA COMMUNICATIONS EQUIPMENT BID
BID#1014-053

1.3 Shipping

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

1.4 Guaranteed Delivery

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

1.5 Warranty

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

1.7 Payment

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

EQUIPMENT SPECIFICATIONS

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

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

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

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

HAMILTON COUNTY, TN
DATA COMMUNICATIONS EQUIPMENT BID
BID#1014-053

SUBMITTED BY:

Signature Company Name

Title Company Address

Business License Number Date Submitted

HAMILTON COUNTY, TN
DATA COMMUNICATIONS EQUIPMENT BID
BID#1014-053

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

HAMILTON COUNTY, TN
 BID#1014-053

DATA EQUIPMENT BID

	ESTIMATED QUANTITY	ITEM	UNIT PRICE
3942	5	J9625A 2620-24-PoE+ Hp Switch	
3943	5	J9727A 2920-24G-PoE+ HP Switch	
3944	1	J9549A 20 Port Gig-T/ 4 port module	
3945	5	J9539A 5406-44G-PoE+4G-SFP HP switch w/premium software	
3946	5	J9637A 12 port Gig-T PoE+ / 12port SFP v2 zl Module HP	
3947	4	J9623A 2620-24 Switch HP	
3948	2	J9310A 3500-24G-PoE+ yl Switch HP	
3949	5	J9774A 2530-8G -PoE+ 8 Port Gigabit Power Over Ethernet+ Switch	
3950	1	J9624A 2620-24-PPoE+Switch HP	
3951	20	J9626A 2620-48 Switch HP	
3952	2	J9623A ProCurve switch 2620-24	
3953	2	J8776A HP ProCurve Switch vl 4-port Mini-GBIC Module	
3954	2	J9064A HP ProCurve Switch 4204vl-48GS Switch	
3956	4	J9626A HP ProCurve Switch 2620-48	
3957A	3	J9328A ProCurve Switch	
3958	3	J4839A ProCurve Switch gl/xl/vl Redundant Power Supply	
3964	3	J8994A HP Premium Edge License for 5400zl Series	
3965	2	J8692A ProCurve Switch 3500yl-24G-PWR w/20 10/100/1000 ports 4 dual personality ports and 1 open module slot	
3966	1	J8713A HP ProCurve switch zl 1500W power supply	
3967	2	J8712A HP ProCurve Switch zl 875W Power Supply	
3968	1	J8707A HP ProCurve Switch 5400zl 4 port 10-GbE X2 Module	
3969	1	J8708A HP ProCurve Switch 5400zl 4 port 10-GbE CX4 Module	
3970	1	J8706A HP ProCurve Switch 5400zl 24 port Mini-GBIC Module	
3971	1	J8702A HP ProCurve Switch 5400zl 24 port 10/100/1000 PoE module	
3972A	1	J9540A Switch Intelligent Edge 5412zl w/ 12 open module slots	
3973A	1	J9643A PoCurve Switch Intelligent Edge 5412zl w/ 12 open module slots	
3974A	1	J9642A HP ProCurve Switch Intelligent Edge 5406zl w/ 6 open module slots	
3978	2	J4904A HP ProCurve Switch 2848 w/44 10/100/1000 Ports and 4 Dual Personality Ports	
3979A	1	J8692A HP ProCurve Switch 3400cl-24G	
3980A	1	J8693A HP ProCurve Switch 3400cl-48G	
3981B	1	J9054C Procurve 100-FX SFP LC XCVR	
3985A	1	J8177C HP ProCurve 100/1000 T Transceiver	

HAMILTON COUNTY, TN
BID#1014-053

DATA EQUIPMENT BID

	ESTIMATED QUANTITY	ITEM	UNIT PRICE
3989	1	J4852A HP ProCurve XL 100FX MTRJ Module	
3995	15	J4858C HP GiGaBit-SX-LC Mini-GBIC for ProCurve 5300 Series Switch	
	6	J9779A HP 2530-24-PoE+ 24 Port Power Over Ethernet+ Switch	
4001	2	J8699A HP Intelligent Edge Switch 5406zl-48G w/48 10/100/100Base-T PoE Ports and 4 Open Module Slots	
4002	2	J8705A HP ProCurve Switch 5400zl 20 port 10/100/100 plus 4 port Mini-GBIC Module	
4003	2	J8693A HP ProCurve Switch 3500yl-48G-PWR w/44 10/100/100 PoE ports and 4 Dual Personality Ports	
4004	5	IC 522595 Intellinet 16 Port 10/100 Switch	
4004-A	6	IC 523318 Intellinet 8 Port 10/100 Switch	
4036	8	IC506502 Intellinet 10/100BaseTX to 100BaseFX Switching Media Converter	

NOTE:

IMPORTANT DELIVERY/MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #1014-053 Data Communications Equipment	Bid #1014-053 Data Communications Equipment
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404



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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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

[Log Out](#)

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

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

Solicitation 1014-053 - Log
Data Communications Equipment

10/02/2014 7:32 AM Eastern

Bids Due Date/Time: 10/14/2014 10:30:00 AM Eastern

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

Bids Due: 10/14/2014 10:30:00 AM Eastern

Message Summary	Message Detail	Document Detail					
<p>Message Summary export print Records Per Page </p>							
<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>
10/02/2014 7:31:52AM	Eastern	Linda Chumbler	1014-053 - Data Communications Equipment	Invitation	Please click on the above solicitation number to access bid documents.	522	1

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

Please run the attached ad on October 2, 2014, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Data Communications Equipment will be opened at 10:30 AM (ET) on October 14, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



	ESTIMATED QUANTITY	ITEM	MXN Corporation	Personal Computer Systems, Inc.	OPTUS INC. (NEW)	OPTUS INC. (Refurb)
3942	5	J9625A 2620-24-PoE+ Hp Switch	695.75	857.00	924.00	
3943	5	J9727A 2920-24G-PoE+ HP Switch	1,208.90	1,559.00	1,536.70	
3944	1	J9549A 20 Port Gig-T/ 4 port module	1,814.45	2,236.00	2,268.20	
3945	5	J9539A 5406-44G-PoE+4G-SFP HP switch w/premium software	4,289.45	5,286.00	5,362.50	
3946	5	J9637A 12 port Gig-T PoE+ / 12port SFP v2 zl Module HP	2,144.45	2,643.00	2,707.10	
3947	4	J9623A 2620-24 Switch HP	333.30	411.00	442.20	
3948	2	J9310A 3500-24G-PoE+ yl Switch HP	2,144.45	2,643.00	2,692.80	
3949	5	J9774A 2530-8G -PoE+ 8 Port Gigabit Power Over Ethernet+ Switch	358.60	442.00	451.00	
3950	1	J9624A 2620-24-PPoE+Switch HP	466.40	575.00	618.20	
3951	20	J9626A 2620-48 Switch HP	566.50	698.00	751.30	
3952	2	J9623A ProCurve switch 2620-24	333.30	411.00	379.50	
3953	2	J8776A HP ProCurve Switch vl 4-port Mini-GBIC Module	769.45	NO BID	NO BID	
		Replacement J9539A E5406-44G-PoE+4G-SFP		5,617.00		
3954	2	J9064A HP ProCurve Switch 4204vl-48GS Switch	1,704.45	2,100.00	2,140.60	
3956	4	J9626A HP ProCurve Switch 2620-48	566.50	698.00	751.30	
3957A	3	J9328A ProCurve Switch	604.45	NO BID	NO BID	312.50
		Replacement J9693A		893.00		
3958	3	J4839A ProCurve Switch gl/xl/vl Redundant Power Supply	604.45	745.00	759.00	93.75
3964	3	J8994A HP Premium Edge License for 5400zl Series	1,649.45	2,089.00	2,071.30	
3965	2	J8692A ProCurve Switch 3500yl-24G-PWR w/20 10/100/1000 ports 4 dual personality ports and 1 open module slot	NO BID	NO BID	NO BID	875.00
		Replacement J9310A 3500yl-24G-PoE+ (Same as item #3948)	2,144.45	2,643.00		
3966	1	J8713A HP ProCurve switch zl 1500W power supply	714.45	905.00	897.60	375.00
3967	2	J8712A HP ProCurve Switch zl 875W Power Supply	439.45	542.00	552.20	300.00
3968	1	J8707A HP ProCurve Switch 5400zl 4 port 10-GbE X2 Module	2,804.45	3,559.00	3,520.00	500.00
3969	1	J8708A HP ProCurve Switch 5400zl 4 port 10-GbE CX4 Module	2,804.45	3,559.00	3,520.00	
3970	1	J8706A HP ProCurve Switch 5400zl 24 port Mini-GBIC Module	2,364.45	2,995.00	2,968.90	812.50
3971	1	J8702A HP ProCurve Switch 5400zl 24 port 10/100/1000 PoE module	1,979.45	2,559.00	2,476.10	437.50
3972A	1	J9540A Switch Intelligent Edge 5412zl w/ 12 open module slots	8,579.45	11,115.00	10,771.20	
3973A	1	J9643A PoCurve Switch Intelligent Edge 5412zl w/ 12 open module slots	2,529.45	3,117.00	3,162.50	937.50
3974A	1	J9642A HP ProCurve Switch Intelligent Edge 5406zl w/ 6 open module slots	1,330.45	1,640.00	1,670.90	
3978	2	J4904A HP ProCurve Switch 2848 w/44 10/100/1000 Ports and 4 Dual Personality Ports	NO BID	NO BID	NO BID	312.50
		Replacement J9728A 2920-48G	1,593.90	2,017.00		
3979A	1	J8692A HP ProCurve Switch 3400cl-24G	NO BID	NO BID	NO BID	875.00
		Replacement J9310A 3500yl-24G-PoE+ (Same as item #3948)	2,144.45	2,643.00		
3980A	1	J8693A HP ProCurve Switch 3400cl-48G	NO BID	NO BID	4,213.00	2,000.00
		Replacement J9311A 3500-48G-PoE+	3,959.45	4,937.00		
3981B	1	J9054C Procurve 100-FX SFP LC XCVR	142.45	176.00	179.30	
3985A	1	J8177C HP ProCurve 100/1000 T Transceiver	97.00	138.00	145.20	56.25

	ESTIMATED QUANTITY	ITEM	MXN Corporation	Personal Computer Systems, Inc.	OPTUS INC. (NEW)	OPTUS INC. (Refurb)
3989	1	J4852A HP ProCurve XL 100FX MTRJ Module	822.40	NO BID	NO BID	531.25
		Replacement J9033A		961.00		
3995	15	J4858C HP GiGaBit-SX-LC Mini-GBIC for ProCurve 5300 Series Switch	114.00	162.50	170.50	62.50
	6	J9779A HP 2530-24-PoE+ 24 Port Power Over Ethernet+ Switch	576.95	711.00	737.00	500.00
4001	2	J8699A HP Intelligent Edge Switch 5406zl-48G w/48 10/100/100Base-T PoE Ports and 4 Open Module Slots	NO BID	NO BID	NO BID	612.50
		Replacement J9539A E5406-44G-PoE+/4G-SFP	4,289.45	5,617.00		
4002	2	J8705A HP ProCurve Switch 5400zl 20 port 10/100/100 plus 4 port Mini-GBIC Module	1,979.45	2,509.00	2,486.00	500.00
4003	2	J8693A HP ProCurve Switch 3500yl-48G-PWR w/44 10/100/100 PoE ports and 4 Dual Personality Ports	NO BID	NO BID	4,213.00	1,187.50
		Replacement J9311A 3500-48G-PoE+	3,959.45	4,937.00		
4004	5	IC 522595 Intellinet 16 Port 10/100 Switch	NO BID	45.00	NO BID	
		Alternate J6222A HP3100-16	279.95			
4004-A	6	IC 523318 Intellinet 8 Port 10/100 Switch	NO BID	25.00	NO BID	
		Alternate J6221A HP 3100-8	194.15			
4036	8	IC506502 Intellinet 10/100BaseTX to 100BaseFX Switching Media Converter	NO BID	39.00	NO BID	
		Alternate HP C2G	123.00			

Bid was received from One Call Technology however they misquoted and were unable to honor their pricing.

Request for Bids:

News Paper Ad: 10-2-14

Vendor Notification: 522

Vendor Response: 4

Budgeted: Various Budgets