

Hamilton County Board of County Commissioners

AGENDA

February 17, 2016

ROLL CALL

INVOCATION - Commissioner Graham

PLEDGE TO THE FLAG - Commissioner Graham

- Presentation Medal of Honor Museum presentation by Major General (Ret.) Bill Raines - Agenda Session Only - February 10, 2016
- Minutes Recessed Meeting - January 27, 2016
- Minutes Agenda Session - January 27, 2016
- Minutes Regular Meeting - February 3, 2016
- Report Order of Designation Planning Commission - Todd Leamon February 8, 2016
- Report Compliance with ThreeStar Program
- Res. No. 216-16 A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the oaths of Deputy Sheriffs, and the oath of Deputy County Trustee.
- Res. No. 216-17A A Resolution Granting a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive.
- Res. No. 216-17B A Resolution Granting a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive.
- Res. No. 216-18 A Resolution confirming the appointment of one (1) member and the reappointment of two (2) members by the County Mayor to the Hamilton County Contractors Board of Appeals and Adjustments for terms ending January 4, 2020.
- Res. No. 216-19 A Resolution to reappoint one (1) member to the Hamilton County Health and Safety Hearing Board for a four (4) year term beginning February 15, 2016 and ending February 15, 2020.
- Res. No. 216-20 A Resolution to confirm the appointment by the County Mayor of Donald Lee Norris as Administrator of General Services.
- Res. No. 216-21 A Resolution to establish a mandatory retirement age requirement pursuant to Tennessee Code Annotated, section 8-36-205, to authorize the payment of the supplemental bridge benefit pursuant to Tennessee Code Annotated, section 8-36-211, and to authorize group 1 members who have creditable service in a group 1 position covered by such mandatory age retirement to retire on service retirement benefits upon attainment of age fifty-five (55) with twenty-five (25) years of creditable service pursuant to Tennessee Code Annotated, section 8-36-201(a)(2).
- Res. No. 216-22 A Resolution approving the expenditure of twenty thousand dollars (\$20,000.00) from General Fund discretionary monies, as allotted to District Two, to assist the Town of Signal Mountain with community ball field improvements.
- Res. No. 216-23 A Resolution making an appropriation to Partnership for Families, Children and Adults, Inc., in the amount of One Thousand Dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Nine.
- Res. No. 216-24 A Resolution making an appropriation to Partnership for Families, Children and Adults, Inc., in the amount of One Thousand Dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Seven.
- Res. No. 216-25 A Resolution making an appropriation to Want To Foundation, Inc., in the amount of two thousand five hundred dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Eight.

- Res. No. 216-26 A Resolution approving the expenditure of up to Seven Thousand Two Hundred Dollars (\$7,200.00) from discretionary bond funds (as allotted to District Five) to purchase an audio and speaker system for the Brainerd High School gymnasium.
- Res. No. 216-27 A Resolution making an appropriation to A Better Tomorrow in the amount of two thousand five hundred dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Five.
- Res. No. 216-28 A Resolution making an appropriation to Mary Walker Historical and Educational Foundation, Inc., in the amount of twenty six thousand dollars (\$26,000.00) from General Fund discretionary monies, as allotted to District Five.
- Res. No. 216-29 A Resolution accepting the bid of Chattanooga Tractor & Equipment, Inc. for one (1) tractor with boom mower amounting to \$95,667.00 for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 216-30 A Resolution authorizing the County Mayor to submit a FastTrack Economic Development Fund Grant application to the Tennessee Department of Economic and Community Development on behalf of Yanfeng USA Automotive Trim Systems, Inc. in an amount not to exceed \$1.25 million to provide various building and equipment improvements at the company's new Hamilton County location.
- Res. No. 216-31 A Resolution authorizing the County Mayor to submit a FastTrack Economic Development Fund Grant application to the Tennessee Department of Economic and Community Development on behalf of West Star Aviation, Inc. in an amount not to exceed \$200,000 to provide various improvements at the company's new hanger facility at the Chattanooga Metropolitan Airport.
- Res. No. 216-32 A Resolution authorizing the County Mayor to negotiate, enter into and execute a lease agreement between Hamilton County, the City of Chattanooga and the Charles H. Coolidge Medal of Honor Heritage Center for a portion of county and city owned property located in Coolidge Park, to locate a Medal of Honor Heritage Center in Coolidge Park to further honor Charles H. Coolidge as a Medal of Honor recipient and to act as a memorial by reflecting the heritage of the Medal of Honor.
- Res. No. 216-33 A Resolution accepting the bid of Pro SVL, Inc. for audio visual equipment amounting to \$96,233.12 for the Information Technology Services Department on behalf of the Sessions Court and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 216-34 A Resolution approving the quotation of Technical Innovations for Professional Computer/Software Consulting Services for design and field engineering and installation of audio visual equipment amounting to \$51,794.10 for the Information Technology Services Department on behalf of the Sessions Court and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 216-35 A Resolution accepting the bid of Stafford-Smith, Inc. for three (3) prisoner tray transport/server cabinets amounting to \$15,591.00 for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 216-36 A Resolution accepting the bid of Bumpus Harley-Davidson of Murfreesboro for one (1) police motorcycle amounting to \$17,092.00 for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 216-37 A Resolution approving the purchase of flu vaccine from NOVARTIS, SANOFI-PASTEUR, McKESSON MED-SURG MN Supply at Statewide contract pricing and, if necessary, other firms at the lowest and best available pricing quote for the Health Department and authorizing the County Mayor or to sign any contracts necessary to implement this Resolution.
- Res. No. 216-38 A Resolution accepting the bid of Outdoor Recreation, Inc. for contract unit pricing, beginning February 17, 2016, through February 16, 2017, for personalized park benches for the Health Services Division, operating as the Chattanooga / Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 216-39 A Resolution accepting the bid of Hudson Construction Company for contract pricing, for one (1) year with the option to renew for three (3) additional one (1) year terms, for micro sealing and resurfacing services for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 216-40 A Resolution to authorize the County Mayor to enter into a contract with Woolpert, Inc. to provide Hamilton County with Geographic Information System color and Color Infrared Digital Orthophotography for Hamilton County at a cost of \$86,100 and to amend the Hamilton County Partnership budget by adding \$57,400 to revenue and \$86,100 to expenditures.

Res. No. 216-41

A Resolution ratifying the purchase of gasoline and diesel fuel for the period of January 1, 2016, through January 31, 2016, and to authorize 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 BOARD OF COMMISSIONERS
JANUARY 27, 2016**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) January 27, 2016

BE IT REMEMBERED, that on this 27th day of January, 2016, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. Deputy County Clerk Brooke Weaver called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 9. Total absent - 1. Commissioner Beck was absent.

Chairman Bankston indicated that Commissioner Beck would be arriving during today's Agenda Session.

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

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JANUARY 27, 2016**

Commissioner Haynes introduced Pastor Joey Harris, Harmony Baptist Church, who gave the invocation. Commissioner Haynes led in the pledge to the flag.

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

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JANUARY 27, 2016**

COMMITTEE ASSIGNMENTS

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

- The Trustee's Monthly and Excess Fee Reports for December 2015 would be submitted for the record.
- The Juvenile Court Clerk's Reports for October and November 2015 would be submitted for the record.
- A Quarterly Investment Report for quarter ending December 2015 would be submitted for the record.
- Quarterly Fee Office reports ending December 31, 2015 would be submitted for the record.
- Resolution No. 216-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 216-2 through 216-14 were heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 216-2 through 216-14 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-2

Sam Mairs, Juvenile Court Administrator, spoke regarding this item, which decreases the expenditure budget for the Juvenile Court Judge by \$32,369.00, and increase the expenditure budget for the Sheriff by \$32,369.00. In response to Commissioner Graham's request, Mr. Mairs approached the podium and further

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explained that the funds will be used to fund a position for a deputy from the Sheriff's office, for security at the Juvenile Court.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-3

Christie Jordan, Accounting and Budgeting Director for the Hamilton County Department of Education spoke regarding this item, which amends the Schools Federal Projects Fund budget by adding \$2,969,406 to the FY 2015-2016 revenue and expenditure budget; to amend the Self-funded Projects Fund budget by adding \$683,027 to the FY 2015-2016 revenue and expenditure budget; to amend the General Purpose Fund budget by adding \$2,634,810 to the FY 2015-2016 revenue and expenditure budget.

In response to several questions from Commissioners, she further explained that this was a standard resolution from the school system each year when monies come into the system. The additional revenue received in the General Purpose Fund budget came from an increase in Basic Education Program (BEP) funds and Sales Tax. The additional revenue received in the Schools Federal Projects Fund budget was federal grant monies, which are awarded, based on the federal government's fiscal year October 1 through September 30.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-4

Commissioner Bankston spoke regarding this item, which makes an appropriation to Birchwood Regional Centre in the amount of \$5,900.00 from General Fund discretionary monies, as allotted to District Nine. He noted the funds will assist with the purchase of office supplies.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-5

Commissioner Fairbanks spoke regarding this item, which makes an appropriation to Soddy Daisy Vietnam Veterans Foundation in the amount of \$500.00 from General Fund discretionary monies, as allotted to District One. He noted the funds will assist with the purchase of a bugle.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-6

Commissioner Smedley spoke regarding this item, which makes an appropriation to Collegedale Tomorrow Foundation, Inc. in the amount of \$10,000.00 from General Fund discretionary monies, as allotted to District Seven. She noted the funds will assist with the Collegedale Commons project.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-7

Commissioner Mackey spoke regarding this item, which makes an appropriation to Front Porch Alliance in the amount of \$5,000.00 from General Fund discretionary monies, as allotted to District Four. He noted the funds will assist with youth programming.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-8

Commissioner Mackey spoke regarding this item, which makes an appropriation to A Night to Remember, Inc. in the amount of \$3,000.00 from General Fund discretionary monies, as allotted to District Four. He noted the funds will assist with the organization's scholarship fund.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-9

Commissioner Boyd spoke regarding this item, which makes an appropriation to Partnership for Families, Children and Adults, Inc., in the amount of \$2,500.00 from General Fund discretionary monies, as allotted to District Eight. He noted the funds will assist with the Deaf Services program.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-10

Gail Roppo spoke regarding this item, which accepts a bid of Southeastern Communications Services, Inc. for installation, termination, testing, programming and certification of a Bogen Quantum Intercom System at Ganns Middle Valley Elementary School amounting to \$30,194.45 for the Telecommunications Department. She noted that there were 583 notifications and 1 response. She stated the lack of response was due to the bid requiring an experienced, reputable Bogen certified contractor.

In order to qualify for the manufacturer's warranty on the complete installation project, the contractor and all technicians performing the installation must be trained and certified, or scheduled to be trained and certified, by Bogen prior to award of contract. At the request of Hamilton County government, Bogen Quantum System is in the process of conducting a training program for vendors to increase future bid participation.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-11

Alecia Poe, Human Resources Administrator spoke regarding this item, which accepts the proposal of CIGNA Health and Life Insurance Company to provide Group Health Plan Administration for Hamilton County. She noted that there were 5

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notifications and 2 responses; Blue Cross Blue Shield of Tennessee (BCBS) was the second response. She gave a side-by-side comparison of both proposals. BCBS did have savings in some areas but CIGNA gave a better overall savings of \$420,701.00.

Commissioner Graham thanked both companies for participating in the bid and Mrs. Poe for her great explanation. He noted the importance of the decision and stated his support for CIGNA.

In response to Commissioner Fields question, Mrs. Poe stated that CIGNA has done a great job administering the county's self-funded health insurance plan. All savings that were projected by CIGNA five years ago have been realized by the county.

Commissioner Boyd thanked Mrs. Poe for her due diligence in explaining the two proposals. He quoted a recent Times Free Press news article in the Region Section published Sunday, January 24th. He stated the article was misleading and asked Mrs. Poe to clear up any possible confusion for the record.

Mrs. Poe reiterated that BCBS did have savings in some areas but CIGNA gave a better overall savings of \$420,701.00 and CIGNA's proposal was also less disruptive to employees.

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Mayor Coppinger gave praise to the staff for their hard work and thanked Russ Blakely and Associates for their consulting services. He also acknowledged that representatives from CIGNA were present in the audience and thanked them for participating in the bid process. Both proposals were very aggressive and he thanked each company for their time.

In response to Commissioner Fairbanks question, Mrs. Poe stated that overall feedback from employees have been overall positive. The majority of complaints are specific to the management of high tech imaging claims. She did point out that BCBS uses the same management as CIGNA.

Mayor Coppinger reminded everyone that the county's health insurance is a self-funded plan. CIGNA is simply administering the county's plan. The county is adamant about staying within the plan, making no exceptions. If the county wants to change the plan and add additional coverage it will cost more. He also pointed out that BCBS and CIGNA use the same company for pre-certifications.

It was also noted that pre-certification guidelines are put in place by the American Medical Association (AMA) and additional recommendations are given with each denial, which may be physical therapy, and/or additional imaging. When there are unusual

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circumstances and a precertification has been denied by the insurance company, a peer-to-peer review could help with the approval process.

In response to Commissioner Haynes' comments, Mrs. Poe confirmed that due to the Affordable Health Care Act's limits the county will no longer be able to offer the same package they offered in 2011.

Chairman Bankston stated the representatives from Russ Blakely and Associates and CIGNA did not have to attend next week's meeting.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-12

Bill Stoll, Hamilton County Risk Management Manger spoke regarding this item which accepts the proposal of BB&T/Huffaker Insurance to provide umbrella liability insurance coverage for Hamilton County. He noted this was renewal of existing coverage that was put in place back in 2001. He noted that policy limits were increased to 2 million per occurrence with a 4 million aggregate. The annual premium for the increased coverage is \$158,248.00 per year.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-13

Commissioner Boyd spoke regarding this item which amends the 2004 Interlocal Agreement between Hamilton County and the Hamilton County Board of Education relative to the construction of school facilities, authorizes the presentation of said amended agreement to the Hamilton County Board of Education for consideration for and approval and authorizes the County Mayor to execute said amended agreement when and if, so approved. He noted that the current local agreement (Resolution No. 504-17) was adopted May 5, 2004 and a review was needed.

County Attorney Rheubin Taylor noted that the state gives the Board of Education all authority regarding the construction and maintenance of schools. He referenced a packet the commission and the clerk's office received explaining the proposed changes. It was noted that the packet was not attached to Resolution No. 216-13.

Commissioner Boyd spoke about each amendment (1) No. 6, Section D, of the proposed agreement was added to identify and create a Selection Committee to be made up of four members: County Mayor, the Hamilton County Department of Education Superintendent, and the proposed projects School Board member and County Commissioner. This allows additional input on the final selection of architects

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and/or engineers. (2) Additional language added to allow the Review Committee to select and recommend a maximum of three firms who are properly qualified to perform the work. (3) The list of recommendations will then be forwarded to the Selection Committee for consideration. (4) Upon receipt of the list of recommended firm(s) from the Review Committee, the Selection Committee will meet and select (or confirm) one firm as their recommendation on who should perform the work on each project.

Attorney Taylor stated that if Resolution No. 216-13 is adopted the next step will be to present said agreement to the School Board for approval. After reviewing the amended agreement, the School Board may counter offer, deny or accept. The amended agreement is not official until all parties involved have agreed.

Commissioner Mackey questioned if former District 8 Commissioner Curtis Adams initiated the East Ridge Elementary School Project or did the Hamilton County Board of Education. For further clarification, he asked the Clerk's office to research his question. He noted that the proposed Selection Committee has an even number of members; he recommended adding a fifth member.

In attempt to clarify Commissioner Mackey's question, Chairman Bankston, former Chairman of the School Board's Facilities Committee, stated that he presented a list of five school projects, which included East Ridge Elementary, to the Facilities

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Committee and all five were approved. The School Board then made recommendations to the County Commission. All five schools were also approved by the County Commission.

Commissioner Haynes called upon the Clerk's office to research whether the 2004 Interlocal agreement with the School Board was initiated by the School Board or the County Commission.

In response to Commissioner Haynes question, County Mayor Coppinger stated he was the only person who could sign bonds for the county. In addition he made several comments regarding Commissioner Boyd's proposed amendment. He noted that the current process for selection of architects provides all the necessary checks and balances for county government. He further stated that amending the current process and adding a Selection Committee in addition to the current Review Committee, would be counter intuitive. It doesn't make sense to have a member from the commission on the final Selection Committee, and have the body of the County Commission give final approval. The proposed amendment has the county commission involved in the entire process.

Mayor Coppinger and Commissioner Haynes spoke highly about the county's current state of transparency. Commissioner Haynes spoke about the transparent

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review process of recent projects, including the new Ganns Middle Valley Elementary school, in his district.

Commissioner Graham noted that the County Commission has the final say as to whether the proposed school project is funded or not.

Commissioner Smedley encouraged the commission to make their decision on a district by district basis.

Commissioner Mackey noted the excess classroom space that is not being used in his district. He recommended the school system reconfigure their boundaries and fill the existing empty space.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-14

In response to Chairman Bankston's suggestion, Commissioner Boyd, Chairman of the Finance Committee, proceeded with hearing this item in Committee of the Whole.

Becky Barnes, Health Services Administrator spoke regarding this item which authorizes the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to

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sign a contract amendment with the Tennessee Department of Health to provide Family Planning Services to residents of Hamilton County and increase the expense and revenue budget by \$18,400.00. She noted the State of Tennessee is providing the money and this resolution simply accepts the funds.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Several Commissioners and Mayor Coppinger gave their condolences to Commissioner Graham and his family regarding the recent passing of his wife's grandmother.

Commissioner Mackey reported that the Chattanooga Central Pounders basketball team won Tuesday's home conference game against Hixson by a score of 81-41.

Commissioner Graham thanked everyone for their condolences and spoke highly of his wife's grandmother.

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Commissioner Boyd invited everyone to attend a community meeting regarding the Hamilton County Water and Wastewater Treatment Authority (WWTA) at the East Ridge Community Center, February 9th at 6:30 pm.

Mayor Coppinger expressed get well wishes to Louis Prosterman, Hamilton County Development Supervisor.

Mayor Coppinger spoke about recent workshops and thanked the commission for their participation and attendance. In attempt to continue to keep everyone informed, he noted that additional workshops will be held as needed.

In response to Chairman Bankston's requested, Mrs. Jordan reported that the School Board voted to have a real estate agency list the old East Brainerd Elementary property.

DELEGATIONS

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

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Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, February 3rd at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 3, 2016**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) February 3, 2016

BE IT REMEMBERED, that on this 3rd day of February, 2016, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

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REGULAR MEETING
FEBRUARY 3, 2016**

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

**PRESENTATION – CERTIFICATE OF APPRECIATION - SODDY DAISY HIGH
SCHOOL JROTC CADETS**

Commissioner Fairbanks presented a Certificate of Appreciation to Ryan DesJarlais, Trevor Henegar, and Zachary Shankles. Each cadet was honored for their quick reaction and bravery for saving a fellow cadet from drowning when his foot became entrapped under a rock and he was unable to extricate himself. Soddy Daisy Mayor Rick Nunley was also present for the presentation.

Soddy Daisy High School JROTC Senior Army Instruction Major Eric Redlin, read a brief excerpt from the Award Recommendation he sent to the Director of Army Instruction regarding the cadets' heroism.

At this time Mayor Coppinger and Commission members shook hands with each cadet.

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REGULAR MEETING
FEBRUARY 3, 2016**

APPROVAL OF MINUTES

ON MOTION of Commissioner Fields, seconded by Commissioner Boyd, that the minutes of the Recessed Meeting of January 13, 2016, the Agenda Preparation Session of January 13, 2016, and the Regular Meeting of January 20, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

TRUSTEE REPORTS

The Trustee's Monthly and Excess Fee reports for December 2015 were submitted and made a matter of record.

JUVENILE COURT CLERK'S REPORTS

The Juvenile Court Clerk's reports for October and November 2015 were submitted and made a matter of record.

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QUARTERLY INVESTMENT REPORT

The quarterly investment report of Hamilton County Government, for the quarter ending December 31, 2015 was submitted as a matter of record.

FEE OFFICE REPORTS

Fee reports for the following constitutional officers were submitted and made a matter of record:

Clerk and Master – October 2015 through December 2015
Circuit Court Clerk – October 2015 through December 2015
Register of Deeds – October 2015 through December 2015
County Clerk - October 2015 through December 2015

**RESOLUTION NO. 216-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF
NOTARIES PREVIOUSLY ELECTED, AND OATHS OF DEPUTY SHERIFFS.**

ON MOTION of Commissioner Fields, seconded by Commissioner Mackey, to adopt Resolution No. 216-1. The foregoing Resolution was unanimously adopted on a

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

Chairman Bankston reported that Resolution Nos. 216-2 through 216-14 were heard by a Committee of the Whole.

RESOLUTION NO. 216-2 A RESOLUTION TO DECREASE THE EXPENDITURE BUDGET FOR THE JUVENILE COURT JUDGE BY \$32,369.00, AND INCREASE THE EXPENDITURE BUDGET FOR THE SHERIFF BY \$32,369.00.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 216-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner

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FEBRUARY 3, 2016**

Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0.

Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 216-3 A RESOLUTION TO AMEND THE SCHOOLS FEDERAL PROJECTS FUND BUDGET BY ADDING \$2,969,406 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE SELF-FUNDED PROJECTS FUND BUDGET BY ADDING \$683,027 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE GENERAL PURPOSE FUND BUDGET BY ADDING \$2,634,810 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 216-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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RESOLUTION NO. 216-4 A RESOLUTION MAKING AN APPROPRIATION TO BIRCHWOOD REGIONAL CENTRE IN THE AMOUNT OF FIVE THOUSAND NINE HUNDRED DOLLARS (\$5,900.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 216-4. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 216-5 A RESOLUTION MAKING AN APPROPRIATION TO SODDY DAISY VIETNAM VETERANS FOUNDATION IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT ONE.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 216-5. The foregoing Resolution was adopted on a Roll Call

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vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 216-6 A RESOLUTION MAKING AN APPROPRIATION TO COLLEGEDALE TOMORROW FOUNDATION, INC., IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT SEVEN.

ON MOTION of Commissioner Smedley, seconded by Commissioner Mackey, to adopt Resolution No. 216-6. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

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RESOLUTION NO. 216-7 A RESOLUTION MAKING AN APPROPRIATION TO FRONT PORCH ALLIANCE IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

RESOLUTION NO. 216-8 A RESOLUTION MAKING AN APPROPRIATION TO A NIGHT TO REMEMBER, INC., IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

ON MOTION of Commissioner Mackey, seconded by Commissioner Fairbanks, to adopt Resolution Nos. 216-7 and 216-8. The foregoing Resolutions were adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 216-9 A RESOLUTION MAKING AN APPROPRIATION TO PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC., IN THE AMOUNT

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OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT EIGHT.

ON MOTION of Commissioner Boyd, seconded by Commissioner Smedley, to adopt Resolution No. 216-9. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 216-10 A RESOLUTION ACCEPTING THE BID OF SOUTHEASTERN COMMUNICATIONS SERVICES, INC. FOR INSTALLATION, TERMINATION, TESTING, PROGRAMMING AND CERTIFICATION OF A BOGEN QUANTUM INTERCOM SYSTEM AT GANNS MIDDLE VALLEY ELEMENTARY SCHOOL AMOUNTING TO \$30,194.45 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Haynes, seconded by Commissioner Mackey, to adopt Resolution No. 216-10. The foregoing Resolution was unanimously adopted on a

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

RESOLUTION NO. 216-11 A RESOLUTION TO ACCEPT THE PROPOSAL OF CIGNA HEALTH AND LIFE INSURANCE COMPANY TO PROVIDE GROUP HEALTH PLAN ADMINISTRATION FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 216-11. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Nay", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

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RESOLUTION NO. 216-12 A RESOLUTION TO ACCEPT THE PROPOSAL OF BB&T/HUFFAKER INSURANCE TO PROVIDE UMBRELLA LIABILITY INSURANCE COVERAGE FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 216-12. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

RESOLUTION NO. 216-13 A RESOLUTION AMENDING THE 2004 INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY AND THE HAMILTON COUNTY BOARD OF EDUCATION RELATIVE TO THE CONSTRUCTION OF SCHOOL FACILITIES; AUTHORIZING THE PRESENTATION OF SAID AMENDED AGREEMENT TO THE HAMILTON COUNTY BOARD OF EDUCATION FOR CONSIDERATION FOR AND APPROVAL; AND AUTHORIZING THE COUNTY

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MAYOR TO EXECUTE SAID AMENDED AGREEMENT WHEN, AND IF, SO APPROVED.

Chairman Bankston stated that this Resolution was pulled from the agenda following last week's Agenda Session.

RESOLUTION NO. 216-14 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT AMENDMENT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE FAMILY PLANNING SERVICES TO RESIDENTS OF HAMILTON COUNTY AND INCREASE THE EXPENSE AND REVENUE BUDGET BY \$18,400.00.

ON MOTION of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 216-14. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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LATE ITEM -

RESOLUTION NO. 216-15 A RESOLUTION ENDORSING THE PROPOSAL TO NAME A UNITED STATES NAVAL SHIP “THE USS CHATTANOOGA” IN HONOR OF THE HEROIC EFFORTS OF THOSE INVOLVED IN THE CHATTANOOGA INCIDENT OF JULY 16, 2015.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 216-15.

Commissioner Graham thanked the commission for their support and spoke regarding this item. He noted that the State Legislature is asking the Federal Government to name the next United States Navy ship “ The USS Chattanooga” in honor of the heroism shown by so many during the July 16, 2015 Chattanooga terrorist attacks.

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

Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Nay”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and

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Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 8.

Total “Nay” votes – 1.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Mackey reported that the Chattanooga Central Pounders basketball team won Tuesday’s game against Red Bank High School by a score of 64 – 61. He encouraged everyone to attend UTC’s Men’s Basketball home game against Wofford College, tomorrow night at 7:30 pm.

Commissioner Graham invited everyone to attend a Lookout Valley Neighborhood Association community Judicial and Assessor forum meeting at the John A. Patten Center, Thursday, February 4th at 7 pm. He also gave praise to the Mayor and his staff for their hard work and due diligence in explaining the health insurance proposals.

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Commissioner Boyd invited everyone to attend a community meeting regarding the Hamilton County Water and Wastewater Treatment Authority (WWTA) at the East Ridge Community Center, Tuesday, February 9th at 6:30 pm.

Commissioner Fairbanks thanked his fellow commissioners, Mayor Coppinger, Attorney Taylor, and Soddy Daisy Mayor Nunley for helping him honor JROTC cadets. He also spoke regarding his no vote for Resolution No. 216-11. He also congratulated Soddy Daisy High School Cheerleading Team on their recent National Championship victory.

Commissioner Fairbanks acknowledged CIGNA was low bid and thanked the Mayor and his staff for their thorough presentation to Commissioners. He explained that his nay vote resulted from several upset employees contacting him during the past year with health insurance coverage concerns. He also added that his family has a year old unresolved issue regarding coverage. He encouraged discussion about what the county's health insurance plan doesn't cover and what would it cost the county to improve coverage.

Commissioner Smedley thanked the Mayor for attending and speaking at Monday's Stop Bullying Assembly at East Hamilton Middle High School. Paul Coughlin, an anti-bullying expert, spoke to the students about how they should handle bullying and hazing incidents. She also asked the commission to take bullying and hazing

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conversations seriously and enforce strict policies against it. She invited everyone to attend a Community Meeting, Thursday February 18th, 6:30 pm – 8:00 pm; location of meeting will be announced later. State representatives will be present at the meeting giving updates on issues they are dealing with now at the state level.

Commissioner Beck asked for an update regarding the Hamilton County Department of Education's (HCDE) spending plans. Chairman Bankston stated that he sent a request for the information to HCDE three weeks ago. He reported that he has yet to receive a response from the School System. Commissioner Beck reported that he will be suspending his vote on the upcoming budget until an answer is received.

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

Mayor Coppinger thanked Soddy Daisy Mayor Nunley for attending today's meeting. He also reported that Louis Prosterman, Hamilton County Development Supervisor, passed away this past Friday, January 29th. He asked that his family be kept in everyone's thoughts and prayers. Memorial services will be held at noon Thursday, Feb. 4th at the Unitarian Universalist Church of Chattanooga.

Commissioner Mackey spoke regarding the School Board's delayed response, he noted that the Chattanooga Area Chamber of Commerce recently reported that there

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are 15,000 well paying jobs and Chattanooga business leaders cannot recruit qualified local candidates. He stressed the importance of the School Board having a spending plan in place. He noted he will have difficulty voting on the upcoming budget without knowing the School Board's future spending plans.

Chairman Bankston also congratulated the Chattanooga Central Pounders basketball team on their recent victories. He also congratulated Ooltewah High School Red Hot Dance Team on their recent State Championship victory.

DELEGATIONS

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

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There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, February 10th 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): February 8, 2016.

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

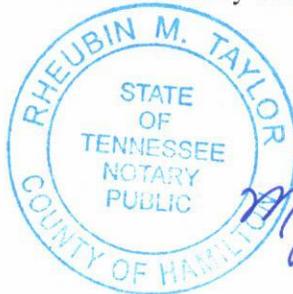
This the 29th day of January, 2016.


Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 29th day of January, 2016 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 29th day of January, 2016.




Notary Public
My Commission Expires: May 11, 2017



HAMILTON COUNTY, TENNESSEE
OFFICE OF THE COUNTY MAYOR
JIM M. COPPINGER

To: Hamilton County Board of Commissioners
From: Jim Coppinger, Mayor 
Date: February 17, 2016
Subject: Compliance with the ThreeStar Program

Attached is the following financial information. This information is required to be filed annually with the Board of Commissioners to ensure that Hamilton County remains in compliance with the State of Tennessee ThreeStar Program.

- ThreeStar Fiscal Confirmation Letter
- Debt Management Policy (copy of the policy adopted by the Board of Commissioners on December 7, 2011 - Resolution no. 1211-8).



HAMILTON COUNTY, TENNESSEE

OFFICE OF THE COUNTY MAYOR

JIM M. COPPINGER

Fiscal Strength and Efficient Government ThreeStar Program Requirements

This document confirms that Hamilton County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The County Mayor has reviewed with the County Commission at an official meeting the County's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the County's debt management policy.
- The County Mayor and County Commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the County must go through the process of assessing the County's cash flow. This is done to evaluate the County's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Hamilton County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Hamilton County Commission present at the meeting held on the 17th day of February, 2016.

- Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office and was reviewed with the members of the Hamilton County Commission present at the meeting held on the 17th day of February, 2016.

- Minutes of this meeting have been included as documentation of this agenda item.

Acknowledged this 17th day of February, 2016.

Jim M. Coppinger
County Mayor Name

Handwritten signature of Jim M. Coppinger in blue ink.
Signature



Hamilton County Board of Commissioners

RESOLUTION

No. 1211-8

A RESOLUTION TO ADOPT A DEBT MANAGEMENT POLICY FOR HAMILTON COUNTY, TENNESSEE.

WHEREAS, *Tennessee Code Annotated*, Section 9-21-151(b)(1), authorizes the State Funding Board to develop model financial transaction policies for local governments and local government instrumentalities; and

WHEREAS, the State Funding Board has adopted a statement on debt management and directed local governments and government entities that borrow money to draft their own debt management policies with certain mandatory provisions; and

WHEREAS, the Hamilton County Legislative Body has prepared a debt management policy that includes the mandatory provisions relative to transparency, professionals and conflicts.

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

That the Debt Management Policy attached as Exhibit A to this resolution, incorporated herein by reference, is hereby adopted.

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

Hamilton County, Chattanooga, TN
A CERTIFIED TRUE COPY

This 7 day of DEC, 20 11

W. F. (BILL) KNOWLES, County Clerk

By [Signature], Deputy Clerk

Approved:

Rejected:

Approved:

Vetoed:

CERTIFICATION OF ACTION

[Signature]
County Clerk

[Signature]
County Mayor

December 7, 2011

Date



EXHIBIT A

**Hamilton County
Debt Management Policy**

Adopted

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Introduction

To maintain a high quality debt management program, Hamilton County (the "County") has adopted the guidelines and policies set forth in this document titled "Debt Management Policy" (the "Policy"). The purpose of creating the Policy is to establish and codify the objectives and practices for debt management for the County and to assist all concerned parties in understanding the County's approach to debt management.

The Policy is intended to guide current and future decisions related to debt issued by the County while managing debt levels and their related annual costs within both current and projected available resources. This Policy promotes transparency for our citizens, taxpayers, rate payers, businesses, vendors, investors and other interested parties.

This Policy has benefited from a number of sources including the County's existing practices and procedures, similar efforts by other municipalities, national credit rating agency guidelines, national and industry best practices employed by high performing public entities and from the County's financial advisor's experience in the development and implementation of financial and debt management policies for its clients. The Policy has also been guided by the policies and practices reflected in the County's financial planning, management, budget, and disclosure documents.

Since the guidelines contained in the Policy require regular updating in order to maintain relevance, to adhere to changes in legislation and to respond to the changes inherent in the capital markets, the County plans to periodically review the Policy. The County has the right to waive or modify any of the policies included herein; however such modifications must be approved by the Mayor and the Hamilton County Commission ("Mayor and Board").

Policy Statement

In managing its debt, it is the County's policy to:

- Achieve the lowest cost of capital
- Ensure high credit quality
- Assure access to the capital credit markets
- Preserve financial flexibility
- Manage risk exposure

Goals & Objectives

Debt policies and procedures are tools that ensure that financial resources are adequate to meet the County's long-term planning objectives. In addition, the Policy helps to ensure that financings undertaken by the County satisfy certain clear objective standards which allow the County to protect its financial resources in order to meet its long-term capital needs. The adoption of a clear and comprehensive financial policy enhances the internal financial management of the County.

This Policy formally establishes parameters for issuing debt and managing a debt portfolio which considers the County's specific capital improvement needs; ability to repay financial obligations; the existing legal, economic, and financial and debt market conditions. Specifically, the policies outlined in this document are intended to assist in the following:

- To guide the County and its managers in debt issuance decisions related to types of debt and the professionals hired by the County during the debt issuance process
- To promote sound financial management
- To protect and enhance the County's credit rating
- To ensure the legal use of the County's debt issuance authority
- To promote cooperation and coordination with other stakeholders in the financing and delivery of services
- To evaluate debt issuance options (new debt and refinancing of existing debt)
- To avoid conflicts of interest

Debt Authorization

Tenn. Code Ann. §Title 9, Chapter 21, inclusive of the laws of the State of Tennessee provides that debt may be issued by Tennessee counties. Hamilton County will comply with all State laws and regulations regarding debt issuance.

Credit Quality and Credit Enhancement

The County's debt management activities will be conducted to receive the highest credit ratings possible, consistent with the County's financing objectives. The Administrator of Finance will be responsible for maintaining relationships and communicating with the rating agencies that assign ratings to the County's debt. The Administrator of Finance will provide the rating agencies with periodic updates of the general financial condition of the County. Full disclosure and open lines of communication shall be maintained with the rating agencies. The County, together with its financial advisor, shall prepare presentations to the rating agencies to assist

credit analysts in making informed decisions about the County's creditworthiness. The Administrator of Finance shall be responsible for determining whether or not a rating shall be requested on a particular financing, and which of the major rating agencies will be asked to provide such rating.

The Administrator of Finance is responsible for communicating the rating process and outcomes to the Mayor and Board.

The County will consider the use of credit enhancements (bond insurance, letters of credit, etc.) on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when clearly demonstrable savings can be shown shall an enhancement be considered.

Bond Structure

The County shall establish all terms and conditions relating to the issuance of bonds. Unless otherwise authorized by the County, the following shall serve as bond requirements:

1. **Term.** All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements.
2. **Capitalized Interest.** From time to time certain financings may require the use of capitalized interest from the issuance date until the County has beneficial use and/or occupancy of the financed project. Interest shall not be funded (capitalized) beyond three (3) years or a shorter period if further restricted by statute.
3. **Debt Service Structure.** Debt issuance shall be planned to achieve at least relatively level debt service for an individual bond issue, while still matching debt service to the useful life of facilities. To further strengthen the County's debt profile, the County will utilize a level principal structure when possible. The County shall avoid the use of balloon maturities except in those instances where these maturities serve to make existing overall debt service level or match a specific income stream.
4. **Call Provisions** The County will strive to sell securities with a call feature, which is no later than ten (10) years from the date of delivery of the bonds.
5. **Original Issuance Discount/Premium.** Bonds with original issuance discount/premium will be permitted.

Debt Structure

When the County determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

Types of Debt

1. **General Obligation Bonds.** The County may issue general obligation bonds supported by the full faith and credit of the County. The County may also use its general obligation pledge to support other bond issues, if such support improves the economics of the other bond issue and is used in accordance with these guidelines.

2. **Revenue Bonds.** The County may issue revenue bonds, where repayment of the bonds will be made through revenues generated from other sources. Revenue bonds will typically be issued for capital projects which can be supported from project or enterprise-related revenues.
3. **Capital Leases.** The County may use capital leases to finance short-term projects.
4. **Commercial Paper.** The County may use Commercial Paper (Bond Anticipation Notes) as a form of interim financing

Duration

1. **Long-Term Debt.** The County may issue long-term debt where it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term borrowing will not be used to finance current operations or normal maintenance.
2. **Short-Term Debt.** Short-term borrowing may be utilized for the temporary funding of operational cash flow deficits or anticipated revenues (defined as an assured source with the anticipated amount based on conservative estimates) subject to the following policies:
 - a) *Capital Outlay Notes* may be issued in accordance with state statutes.
 - b) *Bond Anticipation Notes (BANs)* may be issued in accordance with state statutes.
 - c) *Revenue Anticipation Notes (RANs) and Tax Anticipation Notes (TANs)* shall be issued only to meet cash flow needs consistent with a finding by bond counsel that the sizing of the issue fully conforms to Federal IRS and state requirements and limitations.
 - d) *Lines of Credit* shall be considered as an alternative to other short-term borrowing options.

Interest

1. **Variable Rate Debt.** To maintain a predictable debt service burden, the County has a preference to debt that carries a fixed interest rate. The County, however, may consider variable rate debt. The percentage of net variable rate debt outstanding (excluding an amount of debt considered to be naturally matched to short-term assets in the Unreserved Fund Balance) shall not exceed 30% of the County's total outstanding debt.
2. **Interest Rate Swap.** The County will avoid the use of interest swap agreements.
3. **Fixed Rate Debt.** The County will strive to issue debt in a fixed rate mode.

Refinancing Outstanding Debt

The Administrator of Finance with assistance from the County's financial advisor shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The County will consider the following issues when analyzing possible refunding opportunities:

- 1. Debt Service Savings.** The County will evaluate refunding opportunities and will strive to achieve present value savings of 3% of the refunded bond principal amount taking into consideration the projected value of any call options and net of all costs related to the refinancing.

If present value savings is less than 3%, the County, along with the financial advisor, may consider other alternative measures to quantify the value of the refunding opportunity. However, pursuant to Tenn. Code Ann. § 9-21-903, the County shall submit its plan of refunding to the state director of local finance for review.
- 2. Restructuring.** The County will refund debt when it is in the best financial interest of the County.
- 3. Term of Refunding Issues.** The County will refund bonds within the term of the originally issued debt. However, the County may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The County may also consider shortening the term of the originally issued debt to realize greater savings.
- 4. Escrow Structuring.** The County will strive to utilize the most efficient securities available in structuring refunding escrows. However, the County will also consider the costs and risks associated with such securities. A certificate will be provided by a third party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process (in the case of open market securities), that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the County from its own account.
- 5. Arbitrage.** The County shall comply with Federal arbitrage regulations.

Methods of Issuance

The County will determine the method of issuance on a case-by-case basis.

- 1. Competitive Sale.** Pursuant to Tenn. Code Ann. § 9-21-203, the County shall use a competitive sale method of issuance for all general obligation new money transactions.
- 2. Negotiated Sale.** Pursuant to Tenn. Code Ann. § 9-21-302 & § 9-21-910, the County may sell revenue or refunding bonds at a private negotiated sale. While the County prefers the use of a competitive process, the County recognizes that some securities are best sold through negotiation. In its consideration of a negotiated sale, the County shall assess the following circumstances (only applicable to revenue or refunding bonds):

- a) A structure which may require a strong pre-marketing effort such as a complex transaction or a "story" bond
 - b) Size of the issue which may limit the number of potential bidders
 - c) Market volatility is such that the County would be better served by flexibility in timing a sale in a changing interest rate environment
 - d) Whether the bonds are issued as variable rate demand obligations
 - e) Whether an idea or financing structure is a proprietary product of a single firm
3. **Private Placement.** From time to time the County may elect to privately place its debt. Such placement shall only be considered if this method is demonstrated to result in a cost savings to the County relative to other methods of debt issuance.

Underwriter Selection (Negotiated Transaction)

If there is an underwriter, the County shall require the underwriter(s) to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the County with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the County.

Underwriter's Counsel. In any negotiated sale of County debt in which legal counsel is required to represent the underwriter, the appointment will be made by the underwriter with approval from the Administrator of Finance and the County Attorney.

Underwriter's Discount. The Administrator of Finance, with the assistance of the financial advisor, will evaluate the proposed underwriter's discount against comparable issues in the market. If there are multiple underwriters in the transaction, the Administrator of Finance will determine the allocation of fees, if any, with respect to the management fee. The determination will be based upon participation in the structuring phase of the transaction.

All fees and allocation of the management fee will be determined prior to the sale date; a cap on management fee, expenses and underwriter's counsel will be established and communicated to all parties by the Administrator of Finance. The senior manager shall submit an itemized list of expenses charged to members of the underwriting group. Any additional expenses must be substantiated.

If there is no financial advisor, the underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to the takedown per maturity to the County in advance of the pricing of the debt.

Financial and Legal Professionals

Selection of Financial and Legal Professionals. The Administrator of Finance will make recommendations on selection of the financial advisor, bond counsel and underwriters (underwriter selection only applicable in a negotiated sale) to the Mayor and Board. The County will enter into a written engagement agreement with each financial and legal professional representing the County in debt transactions.

Financial Advisor. The County shall select a financial advisor (or advisors) to assist in its debt issuance and debt administration processes. The County will enter into a written agreement with each person and/or firm serving as financial advisor(s) in debt management.

Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.

Bond Counsel. County debt will include a written opinion by legal counsel affirming that the County is authorized to issue the proposed debt, that the County has met all legal requirements necessary for issuance, and a determination of the proposed debt's federal income tax status. The approving opinion and other documents relating to the issuance of debt will be prepared by counsel with extensive experience in public finance and tax issues. The Administrator of Finance, along with the County Attorney, will make a recommendation on selection of bond counsel with final approval provided by the Mayor and Board. The County will enter into a written agreement with each person and/or firm serving as bond counsel(s) in debt transactions.

Conflict of Interest. The County requires that its financial and legal professionals provide objective advice and analysis, maintain the confidentiality of County financial plans, and be free from any conflicts of interest.

Disclosure by Financial and Legal Professionals. Financial and legal professionals involved in a debt transaction hired or compensated by the County shall be required to disclose to the County existing client and business relationships between and among the professionals to a transaction as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the County to appreciate the significance of the relationships.

Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

The County shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the County and the lender or conduit issuer, if any. This includes "soft" costs or compensation in lieu of direct payments.

Transparency

The County shall comply with legal requirements for notice and for public meetings specifying on the Board agenda when matters related to debt issuance will be considered. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be

disclosed to the citizens, the Mayor and Board and other stakeholders in a timely manner. This information will be provided to the Mayor and Board through the State Form No. CT-0253 (Report on Debt Obligation).

Continuing Disclosure Compliance

At the time debt is issued, the County will execute a Continuing Disclosure Agreement (required by SEC Rule 15c2012) in which it will covenant for the benefit of holders and beneficial owners of the publically traded debt to provide certain financial information relating to the County to each Municipal Securities Rulemaking Board ("MSRB") via Electronic Municipal Market Access ("EMMA") no later than 270 days after the end of each of the County's fiscal years and provide notice of the occurrence of any of the following material events:

1. Principal and interest payment delinquencies
2. Nonpayment-related defaults
3. Unscheduled draws on bond-related reserves
4. Unscheduled draws on credit enhancements
5. Substitution of credit or liquidity providers or the failure of performance on the part of a liquidity provider
6. Adverse tax opinions or events affecting the tax-exempt status of any bonds
7. Modifications to rights of bond holders
8. Bond calls
9. Defeasances
10. Matters affecting collateral
11. Rating changes

Debt Policy Review

The debt policy guidelines outlined herein are only intended to provide general direction regarding the future use and execution of debt. The County maintains the right to modify these guidelines and may make exceptions to any of them at any time to the extent that the execution of such debt transaction achieves County goals.

This policy will be reviewed periodically in order to maintain relevance, to adhere to changes in legislation and to respond to changes in the capital markets.



Hamilton County Board of Commissioners

RESOLUTION

No. 216-16

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

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

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

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

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

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

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants to be submitted to the Secretary of State; and

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
FEBRUARY 17, 2016**

NAME	RESIDENCE	BUSINESS
Ashley Agard	2018 Tombras Avenue East Ridge, TN 37412 423-227-4288	Stevens Insurance Assoc. 7000 Lee Hwy., Ste. 900 Chattanooga, TN 37421 423-894-8821
Victoria K. Anderson	126 Dailey Hills Circle Ringgold, GA 30736 706-866-3429	Dixie Produce, Inc. 803 East 12th Street Chattanooga, TN 37403 423-265-4614
Rhonda Barr	9536 Sweet Gum Lane Soddy Daisy TN 37379 423-595-1469	SunTrust Bank 9627 Dayton Pike Soddy Daisy, TN 37379 423-243-9902
Tammie S. Belcher	262 Garden Road Chattanooga, TN 37419 423-825-5614	Pioneer Title Agency, Inc. 513 Georgia Ave. Chattanooga, TN 37403 423-756-8221
Evia D. Betts	4137 Vaughn Road Chattanooga, TN 37411 423-698-7534	Baker, Donelson, et al 1900 Republic Ctr., 633 Chestnut St. Chattanooga, TN 37450 423-756-2010
Didier Brival, Jr.	10284 Pleasant View Drive Ooltewah, TN 37363 954-417-9664	Collegedale Credit Union 5046 University Drive Collegedale, TN 37315 423-396-2101
Mitzi R. Bush	5704 River Glade Drive Chattanooga, TN 37416 423-344-0058	TVFCU P.O. Box 23967 Chattanooga, TN 37422 423-634-5600
Ashley Carder	8118 Thornwood Drive Hixson, TN 37343 423-903-0379	First Bank 319 Manufacturers Road Chattanooga, TN 37405 423-876-7660
Barbara S. Chandler	5738 Browntown Road Chattanooga, TN 37415 423-903-4119	Forest Hills Cemetery 4016 Tennessee Ave. Chattanooga, TN 37409 423-821-4161
Carmel C. Coker	5737 Taggart Drive Hixson, TN 37343 423-605-6331	N/A N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
FEBRUARY 17, 2016**

NAME	RESIDENCE	BUSINESS
Jessica L. Crane	6447 Grubb Road Hixson, TN 37343 423-834-2011	First Volunteer Bank 5109 Hixson Pike Hixson, TN 37343 423-668-4650
Debbie Dameron	214 Lynnolen Lane Chattanooga, TN 37415 423-994-4015	Kennedy, Koontz, & Klingler 320 N. Holtzclaw Ave. Chattanooga, TN 37404 423-622-4535
Whitney Davis	3725 Carl White Pl. Chattanooga, TN 37410 828-450-3300	Gearhiser, Peters, Elliott, et al 320 McCallie Avenue Chattanooga, TN 37402 423-756-5171
Peggy H. Denham	7111 Ridgestone Drive Ooltewah, TN 37363 423-240-2084	Amusement Products, LLC 5954 Brainerd Road Chattanooga, TN 37421 423-892-7264
Brittany Faulkner	8587 Lexie Lane Ooltewah, TN 37363 423-834-6787	TN Interventional & Imaging 975 E. 3rd St., Box 376 Chattanooga, TN 37412 423-778-7112
Terri Braswell Gilbert	8216 Briarstone Lane Ooltewah, TN 37363 423-344-7098	Windstone Golf Club 9230 Windstone Drive Ringgold, GA 30736 423-894-1231
Janet L. Gill	8726 Misty Hollow Lane Chattanooga, TN 37421 423-892-8758	Vogue Tower Partners 430 Chestnut St., Ste. 101 Chattanooga, TN 37402 423-260-4982
Allison D. Gregg	247 Century Station Drive Rossville, GA 30741 423-316-7890	Red's Auto Sales 3414 Rossville Blvd. Chattanooga, TN 37407 423-867-5478
Ben Groves	754 Black Creek Drive Chattanooga, TN 37419 423-593-3835	Johnson Service Group 10835 Shaw Road Athens, AL 35611 256-729-7923
Linda Hall	9744 Dayton Pike Soddy Daisy, TN 37379 423-332-6280	Self-Employed Same Same 423-332-6981

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
FEBRUARY 17, 2016**

NAME	RESIDENCE	BUSINESS
Kim M. Hawes	267 Snowy Lane Soddy Daisy, TN 37379 423-605-0557	Invista 4501 N. Access Rd. Chattanooga, TN 37415 423-875-7201
Melinda A. Hicks	532 Neighbors Drive Soddy Daisy, TN 37379 423-488-5306	Bancorpsouth 631 Broad St., Ste. 150 Chattanooga, TN 37402 423-668-5215
Joyce Hixson	8593 Derry Berry Lane Hixson, TN 37343 423-635-1794	Self-Employed 8615 Hixson Pike Hixson, TN 37343 423-847-1364
Margaret Frances House	7827 Ooltewah-Georgetown Rd. Ooltewah, TN 37363 770-530-9782	The Bridge at Ooltewah 5901 Snow Hill Road Ooltewah, TN 37363 423-760-8540
Elizabeth A. Hulbert	5576 Old Dayton Pike Chattanooga, TN 37415 423-877-0490	Hamilton County Gov. 117 E. 7th St., 5th Fl. Chattanooga, TN 37402 423-209-6444
Tamecia Jackson	907 Chestnut Wood Lane Chattanooga, TN 37421 423-314-1541	CARTA 1617 Wilcox Blvd. Chattanooga, TN 37406 423-629-1411
Amy M. Jones	1525 Massengale Point Road Chattanooga, TN 37419 423-400-0803	BCBS of TN, Inc. 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-3318
Sam Jones	1904 Crystal Lake Lane Hixson, TN 37343 423-847-9692	Bancorpsouth 631 Broad St., Ste. 150 Chattanooga, TN 37402 423-668-5210
Amanda Marie Jones	628 Shelton Road Trenton, GA 30752 423-580-3295	Warren & Griffin, P.C. 736 Georgia Ave. Chattanooga, TN 37402 423-265-4878
Martha Konkle	1606 Ashley Mill Drive Chattanooga, TN 37421 423-304-7313	Industrial Air & Mechanical, LLC 1401 Tunnel Hill Varnell Rd., N.W. Dalton, GA 30720 706-226-3151

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
FEBRUARY 17, 2016**

NAME	RESIDENCE	BUSINESS
Nancy J. Kuhn	1914 Red Fox Lane Hixson, TN 37343 423-710-3197	Advanced Waste Management, Inc. 6430 Hixson Pike Hixson, TN 37343 423-843-2206
Lawrence E. Lampman	4408 James Lane Chattanooga, TN 37416 423-624-2932	N/A N/A N/A N/A
Mary K. Lampman	4408 James Lane Chattanooga, TN 37416 423-624-2932	N/A N/A N/A N/A
A. Christian Lanier, III	9725 Shoreline Heights Drive Soddy Daisy, TN 37379 423-843-1759	Self-Employed 2158 Northgate Pk. Ln., Ste. 412 Chattanooga, TN 37415 423-756-1015
Janet Lewis	60 Pine Drive Ringgold, GA 30736 423-580-0238	Self-Employed 1010 Market St., Ste. 402 Chattanooga, TN 37402 423-267-4328
Nancy Masterson	514 Wando Drive East Ridge, TN 37412 423-315-3564	Hamilton County Circuit Ct. 625 Ga. Ave., Rm. 500 Chattanooga, TN 37402 423-209-6527
Kimberly McDaniel	8774 Winterberry Lane Chattanooga, TN 37421 N/A	Warren & Griffin, P.C. 736 Georgia Ave., Ste. 600 Chattanooga, TN 37402 423-265-4878
Deborah E. McJunkins	3905 Memphis Drive Chattanooga, TN 37415 427-475-4540	Pioneer Title Agency, Inc. 6150 Shallowford Rd., Ste. 106 Chattanooga, TN 37421 423-855-0300
Glenda B. Meadows	1542 Raven Cliff Road Graysville, TN 37338 423-949-5861	Thunder Creek Harley-Davidson 7720 Lee Hwy. Chattanooga, TN 37421 423-892-4888
Pascal Melle'	4881 University Dr., Apt. K8 Collegedale, TN 37315 607-333-1052	Collegedale Credit Union 5046 University Dr. Collegedale, TN 37315 423-396-2101

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
FEBRUARY 17, 2016**

NAME	RESIDENCE	BUSINESS
Paula L. Morgan	9138 Terrace Falls Drive Soddy Daisy, TN 37379 423-332-3158	Linda B. Hall, Attorney 9744 Dayton Pike Soddy Daisy, TN 37379 423-332-6280
Mary Edna Murray	3628 Allpoint Drive Marietta, GA 30062 770-616-1158	Acura of Chattanooga 2131 Chapman Road Chattanooga, TN 37421 423-855-5454
Jennifer Patton	1350 N. Concord Road Chattanooga, TN 37421 808-754-8796	SunTrust Bank 736 Market Street Chattanooga, TN 37402 423-757-3930
Rolanda H. Petherick	223 Washington Road Rossville, GA 30741 423-580-4116	Northwest Georgia Bank 1959 Northpoint Blvd. Hixson, TN 37343 423-876-7650
Chantel Pitts	1701 N. Concord Rd., Apt. 5 Chattanooga, TN 37421 423-400-0158	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4193
Tommie L. Pruitt	7976 Hampton Cove Drive Ooltewah, TN 37363 423-645-6359	Retired N/A N/A N/A
Angela D. Raper	1100 Clermont Drive Chattanooga, TN 37415 423-402-5975	Erlanger Health System 975 East Third Street Chattanooga, TN 37403 423-778-4540
Patti L. Reneau	7599 Tranquility Drive Ooltewah, TN 37363 423-309-7909	Silverdale Baptist Academy 7236 Bonny Oaks Drive Chattanooga, TN 37421 423-892-2319
Ginger H. Ridge	7502 Rocky Ledge Road Hixson, TN 37343 423-842-1036	TVA 1101 Market Street Chattanooga, TN 37402 423-751-7058
Michelle Rosano	108 Red Oak Ridge Drive Chickamauga, GA 30707 423-432-3188	UTC School of Nursing 615 McCallie Ave., Dept. 1051 Chattanooga, TN 37403 423-425-5821

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
FEBRUARY 17, 2016**

NAME	RESIDENCE	BUSINESS
Charles B. Rucker, Jr.	4707 Brentwood Drive Chattanooga, TN 37416 423-892-7378	Retired N/A N/A N/A
Jack B. Sample	2619 Maromede Lane Chattanooga, TN 37421 423-894-1730	Applied Thermal Coatings 200 Compress Street Chattanooga, TN 37405 N/A
Mitzi P. Samples	2128 Ooltewah-Ringgold Rd. Ooltewah, TN 37363 423-892-9772	Samples, Jennings, et al 130 Jordan Drive Chattanooga, TN 37421 423-892-2006
Dana Serban	5849 Caney Ridge Circle Ooltewah, TN 37363 N/A	Self-Employed 1660 Church Street, S.E. Cleveland, TN 37311 423-472-4442
Rachel Sexton	130 W. Midvale Ave., Apt. B Chattanooga, TN 37405 423-243-4156	Blood Assurance 705 E. 4th St. Chattanooga, TN 37403 423-756-0966
Marsha G. Smith	35 Deer Ridge Estates Road Whitwell, TN 37397 423-802-5436	Hamilton County Gov. 1221 E. Main Street Chattanooga, TN 37408 423-209-5970
Billie A. Sneed	117 Sneed Road Dayton, TN 37321 423-240-8321	McMahan Law Firm P.O. Box 11107 Chattanooga, TN 37401 423-265-1100
Levanda Swafford	6 Clift Trail Rossville, GA 30741 423-902-6168	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4032
Holly Swaney	1362 Headrick Road Ringgold, GA 30736 706-935-3934	Bright Space Senior Living 7047 Lee Hwy. #100 Chattanooga, TN 37421 423-591-8627
Connie Taylor	384 Olivia Lane Soddy Daisy, TN 37379 423-842-2054	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4228

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
FEBRUARY 17, 2016**

NAME	RESIDENCE	BUSINESS
T. Thomas	8908 Drake Pkwy. Rd. Chattanooga, TN 37416 423-298-4856	Southern Honda Powersports 1394 Workman Road Chattanooga, TN 37407 423-867-7541
Shirley A. Troxler	205 Passons Road Chattanooga, TN 37415 423-870-1989	Mtn. Creek Baptist Church 1001 Mtn. Creek Road Chattanooga, TN 37405 423-870-9331
Jamie L. Walker	6251 Rum Ridge Court Harrison, TN 37341 423-903-3196	Springleaf Financial 1925 Gunbarrel Rd., Ste. 109 Chattanooga, TN 37421 423-892-6720
Alice A. White	910 Juliana Lane Hixson, TN 37343 423-290-4994	WTVC 4279 Benton Drive Chattanooga, TN 37406 423-757-7311
Gilda Xiloj	1706 E. Main Street Chattanooga, TN 37404 423-598-6853	America Latino 1813 E. 23rd Street Chattanooga, TN 37404 423-475-7055
Sonya Yates	7824 Lake Ridge Drive Hixson, TN 37343 423-595-3365	Northgate RV Center, Inc. 442 Candy Lane Ringgold, GA 30736 706-935-8883

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
FEBRUARY 17, 2016**

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

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Nancy J. Frazier	December 21, 2015	January 21, 2016
Sharon White	November 10, 2015	January 21, 2016
Valerie Nash	December 8, 2015	January 21, 2016
Autumn Jewell	September 21, 2015	January 22, 2016
Ashley N. Williams	October 29, 2015	January 25, 2016
Christina Dill	December 8, 2015	January 26, 2016
Erica Evans	October 9, 2015	January 26, 2016
Dan De Riemer	January 13, 2016	January 26, 2016
Debra Hickey	January 13, 2016	January 26, 2016
Debbie Ericson	March 6, 2015	January 27, 2016
Thedra Pendergrass	November 24, 2015	January 27, 2016
Susan Chester Snow	January 13, 2016	January 27, 2016
Amy M. Smith	January 13, 2016	January 27, 2016
Rebecca P. LeVally	June 10, 2015	January 28, 2016
Jimmy Reece	December 8, 2015	January 28, 2016
Sharon Lynnette Sims	December 8, 2015	January 28, 2016
Terri J. Partain	January 13, 2016	January 29, 2016
Robin R. Ledbetter	November 24, 2015	January 29, 2016
Angela Davis	December 21, 2015	January 29, 2016
Kenneth Patterson	December 21, 2015	January 29, 2016
Ann M. Crisp	December 21, 2015	January 29, 2016
Dale D. Schoonover	December 21, 2015	January 29, 2016
P. Cagle	January 13, 2016	January 29, 2016
Judy Malone	January 13, 2016	February 1, 2016
Beverly Rhoden	December 10, 2015	February 1, 2016
Audra I. Layton	December 21, 2015	February 1, 2016
Linda J. Collins	December 21, 2015	February 1, 2016
Belva L. Farmer	January 13, 2016	February 1, 2016
Lisa P. Bennett	January 13, 2016	February 1, 2016
Nikki Buchanan	August 13, 2015	February 2, 2016
Kelly M. Boyd	August 13, 2015	February 2, 2016
Heather N. Blanton	December 21, 2015	February 2, 2016
Deborah E. Benton	November 24, 2015	February 2, 2016
Deborah Kendall	January 13, 2016	February 2, 2016
Cindy Carroll	January 13, 2016	February 3, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
FEBRUARY 17, 2016**

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>
David A. Boyd	January 26, 2016
Curtis L. Greene	January 26, 2016
Clinton M. Haley	January 26, 2016
Jose F. Lopez	January 26, 2016
Jarred R. Dishman	January 28, 2016
Donald Coleman	January 28, 2016
Roger David Gibbens	February 3, 2016

STATE OF TENNESSEE }
Hamilton County } ss.

I, David A. Boyd, 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

26 day of January, 2016.

W F Knowles

By N Knowles


David A. Boyd

STATE OF TENNESSEE }
Hamilton County } ss.

I, Curtis L. Greene, 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
26th day of January, 2016.

H. L. Knowles

By Pat Jones

Curtis L. Greene
Curtis L. Greene

STATE OF TENNESSEE }
Hamilton County } ss.

I, Clinton M. Haley, 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
26th day of January, 2016.

H. F. Knowles

By Sgt Jones

Clinton M. Haley
Clinton M. Haley

STATE OF TENNESSEE }
Hamilton County } ss.

I, Jose F. Lopez....., 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
26 day of January, 2016.

WF Knowles

By N. Parrow



Jose F. Lopez
Jose F. Lopez

STATE OF TENNESSEE }
Hamilton County } ss.

I, Jarred R. Dishman, 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
28th day of January, 2016.

H. F. Knowles

By Sgt Jones


Jarred R. Dishman

STATE OF TENNESSEE }
Hamilton County } ss.

I, **Donald Coleman**, 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
28th day of January, 2016.

H. J. Knowler

By Pat Jones

Donald Coleman
Donald Coleman

STATE OF TENNESSEE }
Hamilton County } ss.

I, Roger David Gibbens, 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
3 day of February, 2016.

W F Knowles

By N Penow


.....
Roger David Gibbens

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
THE OATH OF DEPUTY COUNTY TRUSTEE
FEBRUARY 17, 2016**

The individual listed below appeared in the County Clerk's office and received the oath as Deputy Trustee as prescribed by law.

<u>Name</u>	<u>Date of Oath</u>
Carey Estill	January 19, 2016

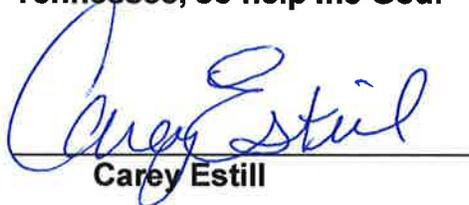
**OATH
DEPUTY COUNTY TRUSTEES**

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

I, **Carey Estill**, do solemnly swear that I will perform with fidelity the duties of the office of Deputy County Trustee, to which I have been appointed and which I am about to assume.

I do solemnly swear that I will faithfully collect and account for all taxes for our County or cause the same to be done according to law, and that I will use all lawful means in my power to find out and assess such property, as may not have been assessed for taxation in our County, and return a list of the same on settlement; and I will support the Constitution of the United States and the Constitution of the State of Tennessee, so help me God.


Carey Estill

Sworn to and subscribed before me this 19th day of January, 2016.


Debbie Rollins, Chief Deputy Clerk
Hamilton County Clerk's Office



Hamilton County Board of Commissioners

RESOLUTION

No. 216-17A

P.C. NO. 2016-007)

**A RESOLUTION GRANTING A SPECIAL
EXCEPTIONS PERMIT FOR A RESIDENTIAL
PLANNED UNIT DEVELOPMENT OF
PROPERTIES LOCATED AT 8830 GREEN GAP
ROAD, 7623 SWEET FERN DRIVE AND 7677
PEPPERTREE DRIVE**

WHEREAS, Jay W. Bell & Fatherson Partnership Two petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Jay W. Bell & Fatherson Partnership Two requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on February 17, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to grant a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive. An unplatted tract of land located at 8830 Green Gap Road and Lots 277 and 278 McKenzie Farm Revised Phase 1, Plat Book 92, Page 151, ROHC, being part of the property described in Deed Book 9531, Page 617 and

Part of Tract 4, Deed Book 8950, Page 126, ROHC. Tax Map 114-084 (part), 114G-D-05 and 114G-C-011 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

February 17, 2016

Date

2016-007 Hamilton County
January 11, 2016

RESOLUTION

WHEREAS, Jay W. Bell/Fatherson Partnership Two petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive.

An unplatted tract of land located at 8830 Green Gap Road and Lots 277 and 278 McKenzie Farm Revised Phase 1, Plat Book 92, Page 151, ROHC, being part of the property described in Deed Book 9531, Page 617 and Part of Tract 4, Deed Book 8950, Page 126, ROHC. Tax Map 114-084 (part), 114G-D-05 and 114G-C-011 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on January 11, 2016,

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

AND WHEREAS, there was opposition present to the petition,

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

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on January 11, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to Peppertree Drive be for emergency access only.

Respectfully submitted,



John Bridger
Secretary



2016-007 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-007:
 Approve, subject to Peppertree Drive be for emergency access only.



498 ft



PLANNING COMMISSION CASE REPORT

Case Number: 2016-007

PC Meeting Date: 01-11-16

Applicant Request**Special Permit for a Planned Unit Development**

Property Location:	8830 Green Gap Road, 7623 Sweet Fern Drive, & 7677 Peppertree Drive
Property Owner:	Jay W Bell
Applicant:	Fatherson Partnership.Two

Project Description

- Proposal: Develop a 56.9-acre site with single-family homes and townhomes.
- Proposed Access: Snowy Owl Road (existing public road).
- Proposed Development Form: Four new public streets with cul-de-sacs and the extension of an existing public street from the adjacent McKenzie Farm subdivision are proposed along with 23.4 acres of open spaces and pedestrian connections to Ooltewah Elementary School. All proposed streets are access from Snowy Owl Road, also a public street which serves as the main access road to Ooltewah Elementary School. The PUD Plan shows an emergency gate to be placed in the middle of Peppertree Drive where the extension of that public road is proposed.
- Proposed Density: Approximately 3.9 dwelling units per acre.

Site Analysis**Site Description**

- Location: The 56.9-acre site is located on the east side of Ooltewah-Georgetown Road at the intersection with Snowy Owl Road and adjacent to Ooltewah Elementary School.
- Current Access (to proposed development): Snowy Owl Road
- Tennessee Department of Transportation Functional Classification: Ooltewah-Georgetown Road is classified as an Urban Minor Arterial.
- Current Development form: The site is located in an area of mostly large residential estate lots to the north and west. The adjacent neighborhood to the south contains mostly 10,000 square foot lots (and larger) and two public street right-of-way stubbed for future development.
- Current Land Uses: Single-family homes are located north, south, and west of the site. St. Francis Episcopal Church is located across the Ooltewah-Georgetown Road to the west. Ooltewah Elementary School is adjacent to the site to the east.
- Current Density: Average residential density for the adjacent McKenzie Farm subdivision to the south is 00 dwelling units per acre.

Zoning History

- The site is currently zoned R-1 Single Family Residential District.
- Properties to the north and west are zoned A-1 Agricultural. Properties east and south are zoned R-1 Single Family.
- The nearest R-1 PUD (same as the request) is on the other side of Interstate 75 approximately 400 feet to the south (The Retreats at White Oak subdivision).

Timeline:

- 2006- A Preliminary PUD with private streets and a gated entrance was approved for McKenzie Farm which included the current request site area.
- 2007- A portion of the McKenzie Farm PUD was recorded which is the current McKenzie Farm subdivision area.
- 2008- The remaining McKenzie Farm PUD area (current request site) expired.
- 2009- The recorded portion of the McKenzie Farm PUD was abandoned at the request of the

PLANNING COMMISSION CASE REPORT

applicant/owner, leaving the development as an R-1 zoned subdivision with public streets (no longer a PUD with private streets) and the entrance gate was required to be removed.

- 2011- Property purchased for Ooltewah Elementary School.
- 2016- The current request is to re-establish the remaining portion as a PUD with public streets.

Plans/Policies/Regulations

- The Wolftever Creek Area Plan (adopted by Hamilton County Commission in 2007) recommends Low Intensity Residential.
- A Planned Unit Development has no minimum lot size or lot frontage requirements.
- A Planned Unit Development (PUD) allows private roads if the roads are built to Hamilton County road standards. The current request is *not* proposing private streets.
- The maximum density for an R-1 PUD is 5 dwelling units per acre.
- The Wolftever Creek Area Plan recommends densities in excess of 3.0 units per acre should only be considered if the development will preserve substantial areas of usable open space.
- The adopted area plan identifies townhouses and other attached housing types as acceptable within a Planned Unit Development (PUD) as long as the PUD consists primarily of single-family detached housing with an overall density of 3.0 units per acre or less.

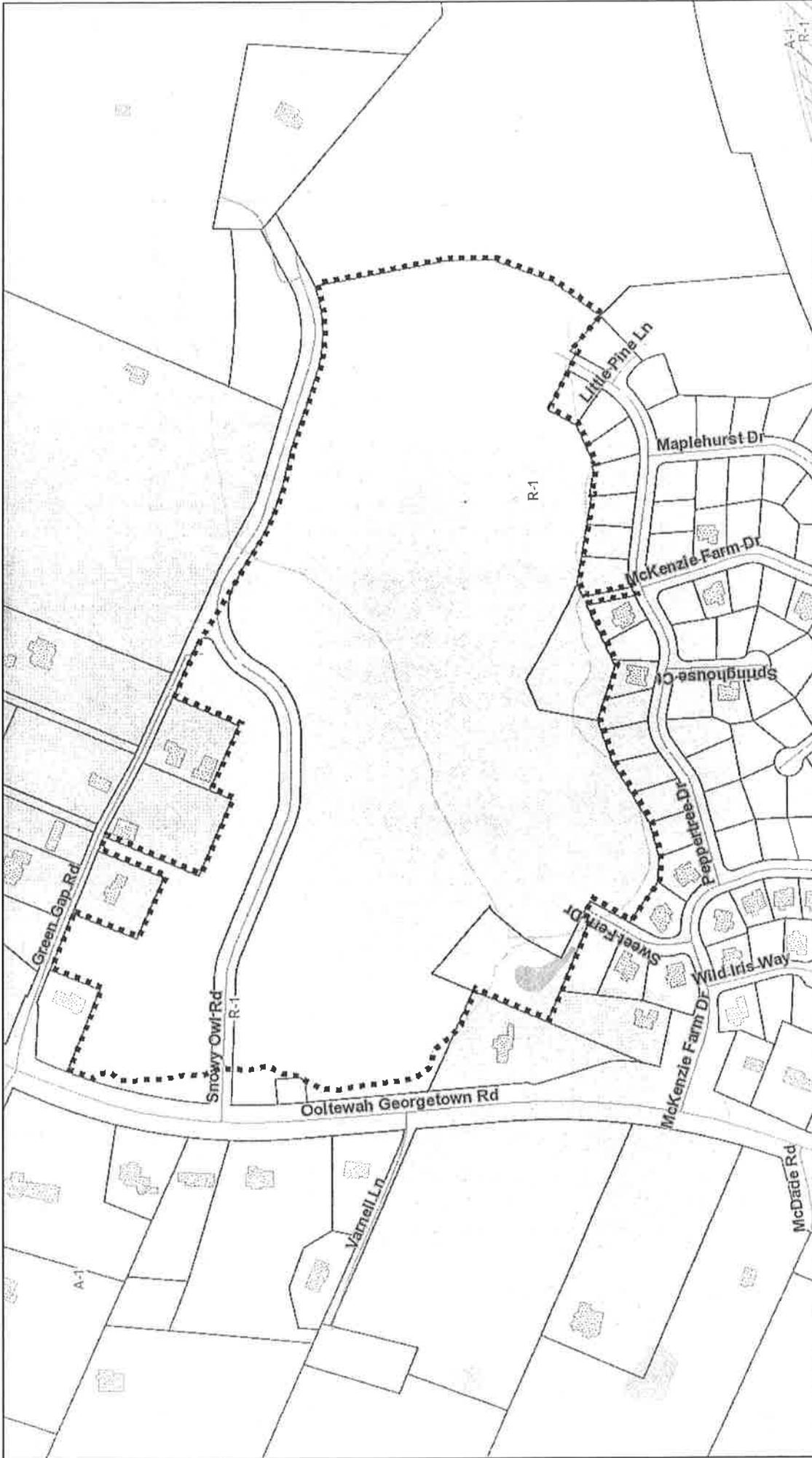
Key Findings

- The proposal is supported by the recommendations of the adopted Land Use Plan for the area.
- While the residential density of 3.9 is slightly higher than the recommended 3.0 units per acre, this proposal dedicates almost 50 percent of the site to open space.
- The proposed use is consistent and fits into the general development pattern of the area.
- Since the proposed PUD is proposing public streets which connect to other public streets, and to a public school, these streets should be accessible for public use.

Staff Recommendation

Approve, subject to the following conditions:

1. Provide pedestrian connection off Sweetfern Drive through proposed community lot.
2. Maintain public access along Peppertree Drive.



2016-007 Special Exceptions Permit for a Residential PUD



392 ft



08	1028.47'	138.84'	1.7420"	13.688'	228.23'	0.000000"
09	108.84'	37.17'	5.1424"	12.13'	27.74'	0.000000"
10	108.84'	48.00'	3.8217"	20.03'	40.84'	0.000000"
11	117.8425'	28.58'	0.00706"	14.24'	38.38'	0.000000"



SITE DATA:

1	TOT	1
2	TOT	2
3	TOT	3
4	TOT	4
5	R/D	5
6	TOT	6
7	CON	7
8	CON	8
9	PRV	9
10	25' F	10
11	THE	11
12	THE	12
13	ALL	13
14	IND	14



Pattie Dodd <pdodd@chattanooga.gov>

RE: 2016-007

Re: hearing for Snow Owl Development, 11 January

1 message

John and Karna McGarry <johnandkarna@gmail.com>
To: regionalpc@chattanooga.gov

Mon, Jan 11, 2016 at 9:19 AM

Greetings,

I am unable to attend the meeting today at 1300; I have two small children and no childcare options lined up for the meeting. I was not aware of the meeting, except a neighbor told us about it. Mr. Bell did not provide us any notice, and in fact, when he held a meeting about his ideas he never mentioned the public hearing and the proposed date, nor did he reveal that under current zoning the town homes he proposed are not allowed.

My husband and I bought his home precisely because it was in a small size neighborhood and backed up to land, which we were told orally would not be developed. The proposal would whole sale change the very nature and character of the neighborhood, which we saved and scraped to buy into.

We are greatly concerned about the increase of traffic and especially of people using our neighborhood as a cut through for traffic to the elementary school. I can personally attest to the problem that the construction traffic alone has presented in our neighborhood. Every day I watch the construction trucks speed through this neighborhood—full of kids-- and blow through stop signs. Mr. Bell did not even have the county come and establish speed limit sign; I called the county myself to have them installed.

As a resident we have numerous concerns, none of which have been adequately addressed or even acknowledged by Mr. Bell. I hope as county officials you will take into account everyone's needs and present a solution that is equitable to the current residents.

Thank you,
K. McGarry
7613 Peppertree Drive



RE: 2016-007

Pattie Dodd <pdodd@chattanooga.gov>

Public hearing for Snowy Owl Subdivision development

1 message

Katherine <khunt375@gmail.com>

Sat, Jan 9, 2016 at 11:54 AM

To: regionalpc@chattanooga.gov

Cc: Rick <huntr165@gmail.com>

Planning Commission Officials,

My husband, Richard Hunt and I are residents of McKenzie Farms subdivision. We are not able to attend your meeting scheduled for Monday, January 11, 2016 as Rick is serving on jury duty in Chattanooga that day and I have a prior commitment.

With that said, we would like to express our concerns to your committee regarding the proposals on this new development with this email. Our major concern is the proposal to connect Peppertree Dr. to the new subdivision and the elementary school. We feel if this were allowed it would create tremendous traffic congestion at the entrance to our subdivision, a real safety issue for residents like us that live on Peppertree Dr and reduce the property value of our homes. Please, please do not approve this.

We are opposed to much of this development proposal for many reasons. A major concern is the proposed townhouses, the small lot sizes and minimal buffers between developments. This is a beautiful area and McKenzie Farm subdivision is a pleasant place to live. A condensed, adjoining development like this would change everything we liked when we bought our new home in 2014.

Please represent us well when making your decisions.

Sincerely,

Richard and Katherine Hunt

7637 Peppertree Dr.

Ooltewah, Tn. 37363

706-340-5214 706-765-4044

khunt375@gmail.com huntr165@gmail.com

December 10, 2015

Chattanooga-Hamilton County
Regional Planning Agency
Development Resource Center
Suite 2000
1250 Market Street
Chattanooga, Tennessee 37402

RE: **Case Number 2016-007**
Planned Unit Development (PUD) Application
Snowy Owl Meadows/Snowy Owl Ridge

Dear Regional Planning Agency:

I am writing this letter as a concerned resident of Hamilton County and of the McKenzie Farm development. As it is known, McKenzie Farm and the proposed Snowy Owl Meadows/Snowy Owl Ridge PUD are both developments owned by the applicant, Jay W. Bell.

All residents of McKenzie Farm that have purchased homes and/or lots from Mr. Bell have done so with the land subject to this PUD application and adjacent to McKenzie Farm being zoned R-1 Single-Family Residential District. As it is known, this application requests approval to build townhouses, which are not a permitted principal use in the R-1 district, and only allowed with a special permit. Because a special permit is required, we ask that the Regional Planning Agency (RPA) require the special conditions as outlined below be added to the PUD documents.

We commend Mr. Bell for hosting two neighborhood meetings to discuss this PUD application prior to its submittal. His willingness to discuss the intensions of this application, and to consider opinions of McKenzie Farm residents is greatly appreciated. One of the main concerns of McKenzie Farm residents discussed at these meetings is vehicular access connection to the PUD where lot and house sizes are significantly smaller, and townhouses are proposed instead of single family homes. During these meetings Mr. Bell stated that a vehicular connection is required between McKenzie Farm and the proposed PUD for emergency access. Mr. Bell added that design considerations would be made to limit access to one (1) emergency access only.

We greatly appreciate RPA's willingness to work with the development community and the residents of Hamilton County to produce mutually beneficial growth and development. We look forward to receiving your response to this letter prior to the currently schedule Planning Commission meeting on January 11, 2016.

Sincerely,

A handwritten signature in cursive script that reads "Benjamin Campbell".

Benjamin Campbell, P.E.
Lot 5 McKenzie Farm
7510 Wild Iris Way
Ooltewah, TN 37363
(772) 633-3074
benc56@gmail.com

Cc: Jay Bell (jay@belldevelopment.net)
Terry Reynolds (treynolds@ragansmith.com)



Pattie Dodd <pdodd@chattanooga.gov>

RE: 2014-007

Snowy Owl proposed addition

1 message

HERFURTH MICHELE <HERFURTH_M@hcde.org>
To: "regionalpc@chattanooga.gov" <regionalpc@chattanooga.gov>

Mon, Jan 11, 2016 at 12:03 PM

To Whom It May Concern,

Location, location, location. That is one of THE most important things any home buyer should remember when purchasing a new place for the family. Every realtor is taught about the importance of this word as well. It is what my husband and I considered when we were deciding on whether or not to purchase a home on Peppertree Drive from Bell Development.

We asked point blank about the empty lots in front of the house and about the beautiful land behind it. We were told point blank that, yes, Peppertree would be developed, but there were no plans for the beautiful, natural environment behind the home. We truly purchased the home over another by Pratt because of the location/neighborhood containment/and the beauty of nature behind plot.

Obviously, Bell has changed his mind in his OWN best interest (he finally sold another home that had been listed a while, telling us whatever we wanted to hear); unfortunately for my family and all the neighborhood, it is not in our best interest, ESPECIALLY with plans to build town homes/homes/smaller plots far below what we paid!!! He is lowering the ALL IMPORTANT VALUE of our entire McKenzie Farm neighborhood. In my opinion, he can barely maintain the neighborhood now, *only repairing* the front entrance lights, after the initial announcement and multiple, previous requests, when he introduced plans of his expansion--to show us he will do anything to help keep us happy and quiet about his expansion. (Do a little to shut them up.)

I implore the commission to please consider the following items before allowing Bell Development to ruin the happiness of the neighborhood now:

1. The neighborhood understands development and expansion; however, NOT at the cost of LOWERING proerty value. If the homes, plots were equivalent, more would welcome the expansion.

2. Opening Peppertree Drive to through traffic to the Elementary School and townhomes, etc, will deplete the infrastructure of the neighborhood in not only safety but also open it to more crime.
3. Peppertree residents all purchased the houses they did because of the NON plan to develop the "backyard." We feel he sold the homes on this street in bad faith to simply "SELL" the homes. It doesn't matter that he has now "changed" his mind.
4. Please put YOURSELVES in OUR "shoes" to understand how detrimental his plans would be to our investments; all for the sake of HIS investments. WE simply do not matter to him.

I am a school teacher and am so very sorry I am unable to be there today. I thank you for the opportunity to express our thoughts on the matter; however, it seems we the residents are up against insurmountable odds with someone who has more money than we.

With your help and understanding, we have a hope that you can stop Bell from desecrating our Location, location, location!

Sincerely,

Michele and Kevin Herfurth of Peppertree Drive of McKenzie Farm (a \$350,000 home.)



Hamilton County Board of Commissioners

RESOLUTION

No. 216-17B

(P.C. NO. 2016-007)

**A RESOLUTION GRANTING A SPECIAL
EXCEPTIONS PERMIT FOR A RESIDENTIAL
PLANNED UNIT DEVELOPMENT OF
PROPERTIES LOCATED AT 8830 GREEN GAP
ROAD, 7623 SWEET FERN DRIVE AND 7677
PEPPERTREE DRIVE**

WHEREAS, Jay W. Bell & Fatherson Partnership Two petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Jay W. Bell & Fatherson Partnership Two requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on February 17, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended, subject to Peppertree Drive being for emergency access only, to grant a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive. An unplatted tract of land located at 8830 Green Gap Road and Lots 277 and 278 McKenzie Farm Revised Phase 1, Plat Book 92, Page 151, ROHC,

being part of the property described in Deed Book 9531, Page 617 and Part of Tract 4, Deed Book 8950, Page 126, ROHC. Tax Map 114-084 (part), 114G-D-05 and 114G-C-011 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

February 17, 2016

Date

2016-007 Hamilton County
January 11, 2016

RESOLUTION

WHEREAS, Jay W. Bell/Fatherson Partnership Two petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Exceptions Permit for a Residential Planned Unit Development of properties located at 8830 Green Gap Road, 7623 Sweet Fern Drive and 7677 Peppertree Drive.

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on January 11, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to Peppertree Drive be for emergency access only.

Respectfully submitted,



John Bridger
Secretary



2016-007 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-007:
 Approve, subject to Peppertree Drive be for emergency access only.



498 ft



PLANNING COMMISSION CASE REPORT

Case Number: 2016-007

PC Meeting Date: 01-11-16

Applicant Request**Special Permit for a Planned Unit Development**

Property Location:	8830 Green Gap Road, 7623 Sweet Fern Drive, & 7677 Peppertree Drive
Property Owner:	Jay W Bell
Applicant:	Fatherson Partnership.Two

Project Description

- Proposal: Develop a 56.9-acre site with single-family homes and townhomes.
- Proposed Access: Snowy Owl Road (existing public road).
- Proposed Development Form: Four new public streets with cul-de-sacs and the extension of an existing public street from the adjacent McKenzie Farm subdivision are proposed along with 23.4 acres of open spaces and pedestrian connections to Ooltewah Elementary School. All proposed streets are access from Snowy Owl Road, also a public street which serves as the main access road to Ooltewah Elementary School. The PUD Plan shows an emergency gate to be placed in the middle of Peppertree Drive where the extension of that public road is proposed.
- Proposed Density: Approximately 3.9 dwelling units per acre.

Site Analysis**Site Description**

- Location: The 56.9-acre site is located on the east side of Ooltewah-Georgetown Road at the intersection with Snowy Owl Road and adjacent to Ooltewah Elementary School.
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- Tennessee Department of Transportation Functional Classification: Ooltewah-Georgetown Road is classified as an Urban Minor Arterial.
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Zoning History

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- The nearest R-1 PUD (same as the request) is on the other side of Interstate 75 approximately 400 feet to the south (The Retreats at White Oak subdivision).

Timeline:

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PLANNING COMMISSION CASE REPORT

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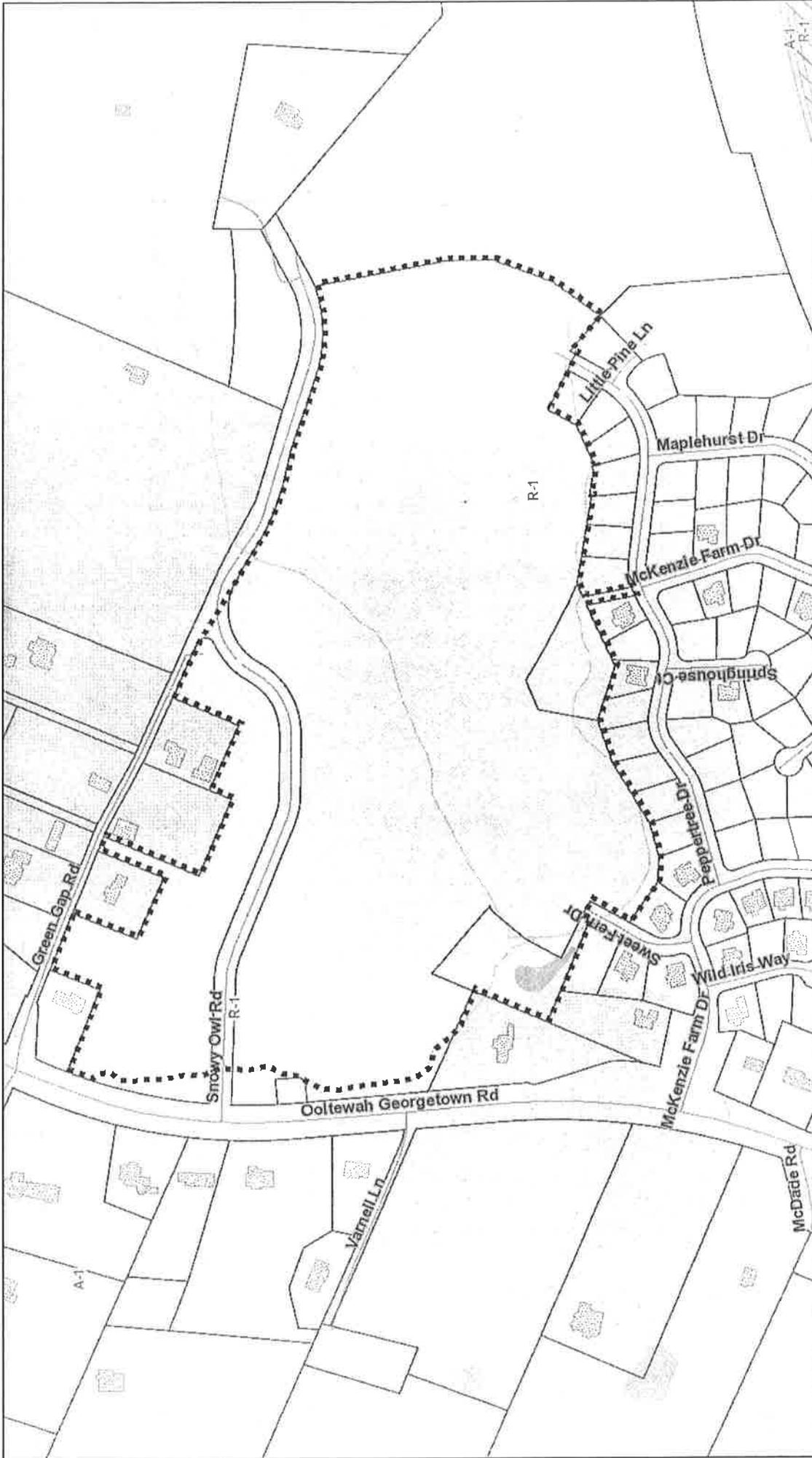
Key Findings

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- Since the proposed PUD is proposing public streets which connect to other public streets, and to a public school, these streets should be accessible for public use.

Staff Recommendation

Approve, subject to the following conditions:

1. Provide pedestrian connection off Sweetfern Drive through proposed community lot.
2. Maintain public access along Peppertree Drive.



2016-007 Special Exceptions Permit for a Residential PUD



392 ft





Pattie Dodd <pdodd@chattanooga.gov>

RE: 2016-007

Re: hearing for Snow Owl Development, 11 January

1 message

John and Karna McGarry <johnandkarna@gmail.com>
To: regionalpc@chattanooga.gov

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I am unable to attend the meeting today at 1300; I have two small children and no childcare options lined up for the meeting. I was not aware of the meeting, except a neighbor told us about it. Mr. Bell did not provide us any notice, and in fact, when he held a meeting about his ideas he never mentioned the public hearing and the proposed date, nor did he reveal that under current zoning the town homes he proposed are not allowed.

My husband and I bought his home precisely because it was in a small size neighborhood and backed up to land, which we were told orally would not be developed. The proposal would whole sale change the very nature and character of the neighborhood, which we saved and scraped to buy into.

We are greatly concerned about the increase of traffic and especially of people using our neighborhood as a cut through for traffic to the elementary school. I can personally attest to the problem that the construction traffic alone has presented in our neighborhood. Every day I watch the construction trucks speed through this neighborhood—full of kids-- and blow through stop signs. Mr. Bell did not even have the county come and establish speed limit sign; I called the county myself to have them installed.

As a resident we have numerous concerns, none of which have been adequately addressed or even acknowledged by Mr. Bell. I hope as county officials you will take into account everyone's needs and present a solution that is equitable to the current residents.

Thank you,
K. McGarry
7613 Peppertree Drive



RE: 2016-007

Pattie Dodd <pdodd@chattanooga.gov>

Public hearing for Snowy Owl Subdivision development

1 message

Katherine <khunt375@gmail.com>

Sat, Jan 9, 2016 at 11:54 AM

To: regionalpc@chattanooga.gov

Cc: Rick <huntr165@gmail.com>

Planning Commission Officials,

My husband, Richard Hunt and I are residents of McKenzie Farms subdivision. We are not able to attend your meeting scheduled for Monday, January 11, 2016 as Rick is serving on jury duty in Chattanooga that day and I have a prior commitment.

With that said, we would like to express our concerns to your committee regarding the proposals on this new development with this email. Our major concern is the proposal to connect Peppertree Dr. to the new subdivision and the elementary school. We feel if this were allowed it would create tremendous traffic congestion at the entrance to our subdivision, a real safety issue for residents like us that live on Peppertree Dr and reduce the property value of our homes. Please, please do not approve this.

We are opposed to much of this development proposal for many reasons. A major concern is the proposed townhouses, the small lot sizes and minimal buffers between developments. This is a beautiful area and McKenzie Farm subdivision is a pleasant place to live. A condensed, adjoining development like this would change everything we liked when we bought our new home in 2014.

Please represent us well when making your decisions.

Sincerely,

Richard and Katherine Hunt

7637 Peppertree Dr.

Ooltewah, Tn. 37363

706-340-5214 706-765-4044

khunt375@gmail.com huntr165@gmail.com

December 10, 2015

Chattanooga-Hamilton County
Regional Planning Agency
Development Resource Center
Suite 2000
1250 Market Street
Chattanooga, Tennessee 37402

RE: **Case Number 2016-007**
Planned Unit Development (PUD) Application
Snowy Owl Meadows/Snowy Owl Ridge

Dear Regional Planning Agency:

I am writing this letter as a concerned resident of Hamilton County and of the McKenzie Farm development. As it is known, McKenzie Farm and the proposed Snowy Owl Meadows/Snowy Owl Ridge PUD are both developments owned by the applicant, Jay W. Bell.

All residents of McKenzie Farm that have purchased homes and/or lots from Mr. Bell have done so with the land subject to this PUD application and adjacent to McKenzie Farm being zoned R-1 Single-Family Residential District. As it is known, this application requests approval to build townhouses, which are not a permitted principal use in the R-1 district, and only allowed with a special permit. Because a special permit is required, we ask that the Regional Planning Agency (RPA) require the special conditions as outlined below be added to the PUD documents.

We commend Mr. Bell for hosting two neighborhood meetings to discuss this PUD application prior to its submittal. His willingness to discuss the intensions of this application, and to consider opinions of McKenzie Farm residents is greatly appreciated. One of the main concerns of McKenzie Farm residents discussed at these meetings is vehicular access connection to the PUD where lot and house sizes are significantly smaller, and townhouses are proposed instead of single family homes. During these meetings Mr. Bell stated that a vehicular connection is required between McKenzie Farm and the proposed PUD for emergency access. Mr. Bell added that design considerations would be made to limit access to one (1) emergency access only.

We greatly appreciate RPA's willingness to work with the development community and the residents of Hamilton County to produce mutually beneficial growth and development. We look forward to receiving your response to this letter prior to the currently schedule Planning Commission meeting on January 11, 2016.

Sincerely,

A handwritten signature in cursive script that reads "Benjamin Campbell".

Benjamin Campbell, P.E.
Lot 5 McKenzie Farm
7510 Wild Iris Way
Ooltewah, TN 37363
(772) 633-3074
benc56@gmail.com

Cc: Jay Bell (jay@belldevelopment.net)
Terry Reynolds (treynolds@ragansmith.com)



Pattie Dodd <pdodd@chattanooga.gov>

RE: 2014-007

Snowy Owl proposed addition

1 message

HERFURTH MICHELE <HERFURTH_M@hcde.org>
To: "regionalpc@chattanooga.gov" <regionalpc@chattanooga.gov>

Mon, Jan 11, 2016 at 12:03 PM

To Whom It May Concern,

Location, location, location. That is one of THE most important things any home buyer should remember when purchasing a new place for the family. Every realtor is taught about the importance of this word as well. It is what my husband and I considered when we were deciding on whether or not to purchase a home on Peppertree Drive from Bell Development.

We asked point blank about the empty lots in front of the house and about the beautiful land behind it. We were told point blank that, yes, Peppertree would be developed, but there were no plans for the beautiful, natural environment behind the home. We truly purchased the home over another by Pratt because of the location/neighborhood containment/and the beauty of nature behind plot.

Obviously, Bell has changed his mind in his OWN best interest (he finally sold another home that had been listed a while, telling us whatever we wanted to hear); unfortunately for my family and all the neighborhood, it is not in our best interest, ESPECIALLY with plans to build town homes/homes/smaller plots far below what we paid!!! He is lowering the ALL IMPORTANT VALUE of our entire McKenzie Farm neighborhood. In my opinion, he can barely maintain the neighborhood now, *only repairing* the front entrance lights, after the initial announcement and multiple, previous requests, when he introduced plans of his expansion--to show us he will do anything to help keep us happy and quiet about his expansion. (Do a little to shut them up.)

I implore the commission to please consider the following items before allowing Bell Development to ruin the happiness of the neighborhood now:

1. The neighborhood understands development and expansion; however, NOT at the cost of LOWERING proerty value. If the homes, plots were equivalent, more would welcome the expansion.

2. Opening Peppertree Drive to through traffic to the Elementary School and townhomes, etc, will deplete the infrastructure of the neighborhood in not only safety but also open it to more crime.
3. Peppertree residents all purchased the houses they did because of the NON plan to develop the "backyard." We feel he sold the homes on this street in bad faith to simply "SELL" the homes. It doesn't matter that he has now "changed" his mind.
4. Please put YOURSELVES in OUR "shoes" to understand how detrimental his plans would be to our investments; all for the sake of HIS investments. WE simply do not matter to him.

I am a school teacher and am so very sorry I am unable to be there today. I thank you for the opportunity to express our thoughts on the matter; however, it seems we the residents are up against insurmountable odds with someone who has more money than we.

With your help and understanding, we have a hope that you can stop Bell from desecrating our Location, location, location!

Sincerely,

Michele and Kevin Herfurth of Peppertree Drive of McKenzie Farm (a \$350,000 home.)



Hamilton County Board of Commissioners RESOLUTION

No. 216-18

A RESOLUTION CONFIRMING THE APPOINTMENT OF ONE (1) MEMBER AND THE REAPPOINTMENT OF TWO (2) MEMBERS BY THE COUNTY MAYOR TO THE HAMILTON COUNTY CONTRACTORS BOARD OF APPEALS AND ADJUSTMENTS FOR TERMS ENDING JANUARY 4, 2020.

WHEREAS, pursuant to Resolution No. 1088-39, as amended by Resolution 696-7 members of the Hamilton County Contractors Board of Appeals and Adjustments are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has appointed Craig Peavy (Architect) to a four (4) year term beginning February 17, 2016 and ending January 4, 2020; and,

WHEREAS, the County Mayor has reappointed Randy Metcalf (Engineer) and Ernest Noll, Jr. (Plumbing Industry) to four (4) year terms beginning February 17, 2016 and January 4, 2020.

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

That the appointment of Craig Peavy (Architect) and the reappointment of Randy Metcalf (Engineer) and Ernest Noll, Jr. (Plumbing Industry) to the Hamilton County Contractors Board of Appeals and Adjustments are hereby confirmed for terms as noted above.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date



M. CRAIG PEAVY, RA, LEED A.P., AIA
OWNER/ ARCHITECT

{education}

Auburn University, Bachelor of Architecture, 2001.

{work experience}

PVDESIGN, INC.
719 Cherry Street
Chattanooga, TN 37402
Architect Owner
2014 - present

RIVER STREET ARCHITECTURE, LLC
Chattanooga, TN
Project Architect and Project Manager
2005 - 2012
Project Architect and Partner
2013-2014

LORD, AECK & SARGENT ARCHITECTS
Atlanta, GA
Project Manager
2001 - 2005

{registrations}

Alabama No. 6354
Tennessee No. 104658
Mississippi No. 4916
Georgia No. 014415
NCARB Member
AIA Member

{selected projects}

Jax Liquor - Chattanooga, TN
Kids Zone at the Block - Chattanooga, TN
The BLOCK Renovation - Rock Creek Retail, High Point Climbing, Exterior Climbing Wall - Chatt, TN
McKee Foods Transportation Facility
Vision Hospitality Group Offices-Chattanooga, TN
SHS & RI Hotel & Mixed Use Facility Highrise - Midtown Nashville, TN
The Bijou Theatre Renovation-Downtown Chattanooga
Fire Station #11 Hixson, TN City of Chattanooga- Targeted LEED
Fire Station #3 Cummings HWY City of Chattanooga - Targeted LEED
Hampton Inn, Downtown Chattanooga - LEED Silver
Bio Design Institute BIO-A Research Facility University of Arizona - LEED Silver
Bio Design Institute BIO-B Research Facility University of Arizona - LEED Platinum (2006 Lab Of The Year)
Cameron Harbor Mixed Used Development, Springhill Suites - LEED Silver
Cameron Harbor Mixed Used Development
Two North Shore Development - LEED Silver
Greenlife Grocery - LEED Silver
Social Security Building, Rock Hill - Targeted LEED Silver
Alstom LEED Facility Planning
Alstom North Office Renovation - LEED
McKee Foods Human Resources

C. Randall Metcalf
Chief Operating Officer
Campbell & Associates, Inc.
Consulting Engineers

Randy has 40 years' experience in the construction engineering industry. He is responsible for the daily operations of the multi-disciplined firm Campbell & Associates, Tennessee's oldest Consulting Engineering firm. Registered in 38 States across America, Randy is familiar with many different codes and building standards his company is required to comply for the construction of each of their projects. Being a multi-disciplined firm, Randy understands the day to day restraints associated with various codes, building system requirements and budget restraints.

Randy is a resident of Chattanooga, TN in Hamilton County.

Ernest Noll Jr.
6605 Lynncrest Drive
Chattanooga, Tn. 37416
423-344-3785 home
423-240-4818 mobile

- 42 years in pipe fitting, building and plumbing business
- Owner of plumbing business for 30 years
- Licensed Master Plumber: State of Tennessee, City of Chattanooga and Hamilton County



Hamilton County Board of Commissioners RESOLUTION

No. 216-19

A RESOLUTION TO REAPPOINT ONE (1) MEMBER TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD FOR A FOUR (4) YEAR TERM BEGINNING FEBRUARY 15, 2016 AND ENDING FEBRUARY 15, 2020.

WHEREAS, pursuant to T.C.A., Section 39-1-115 and 5-1-222 and Hamilton County Resolution No. 599-14, certain members of the Hamilton County Health and Safety Hearing Board are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has reappointed Ann Badgley to a term of four (4) years, beginning February 15, 2016 and ending February 15, 2020;

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

That the reappointment of Ann Badgley to the Hamilton County Health and Safety Hearing Board is hereby confirmed for the term as noted above.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

Ann Badgley
1905 Stoney Creek Drive
Chattanooga, TN 34721
490-8520

I am a stay at home mom with two girls. Hannah is eighteen and Claire is thirteen and they both attend Girls Preparatory School. I'm married to Jeff, who is the CEO of Miller Industries, the towing manufacturer in Ooltewah. We are partners in a doughnut business, Tasty Daylight Donuts. One store is located in Dalton and the other one is in East Brainerd. We have been married for 20 years. I was born in Chattanooga and have lived in East Brainerd my whole life, where I am a member of Christ United Methodist Church. I graduated from Tyner High School in 1979 and attended UTC. I have been involved in different charities in the past few years. I have volunteered with the March of Dimes and with the Muscular Dystrophy Association. My husband and I regularly attend events in the community to support many charities. I volunteer every week at my daughter's school in the development office, entering information into the computer or whatever else needs to be done. I also serve on the Parent Council at GPS as the Volunteer Coordinator.



Hamilton County Board of Commissioners RESOLUTION

No. 216-20

A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE COUNTY MAYOR OF DONALD LEE NORRIS AS ADMINISTRATOR OF GENERAL SERVICES.

WHEREAS, Don Allen retired as Administrator of General Services effective February 16, 2016 and created a vacancy in the Hamilton County General Services Department; and,

WHEREAS, the County Mayor has appointed Donald Lee Norris as Administrator of General Services, effective February 22, 2016, at Salary Range 92, with an annual salary of \$115,880.00.

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

That the appointment of Donald Lee Norris as Administrator of General Services is hereby confirmed for a salary as stated above and becoming effective February 22, 2016.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

DONALD L. (LEE) NORRIS

2226 Hollywood Lane (423) 886-9298
Signal Mountain, TN 37377 (423) 421-5138

Experience

2012-Present
Administrator, Public Works
Chattanooga, TN

Lead the personnel and operations of four (4) divisions within the public works department with a budget in excess of \$100 million dollars. Established the mission, vision, and goals of the department to successfully provide efficient, fast, and cost effective services the residents of the City.

2005-2012
Deputy Administrator of Public Works
Chattanooga, TN

Manage the day-to-day operation of five (5) divisions within the public works department including: City Wide Services, Engineering/Storm Water Management, Land Development Office (Building Permits), Traffic Engineering and Waste Resources Division (Sanitary Sewer and Landfill).

Responsible for the preparation and execution of a \$75M operating budget and a \$25M capital budget.

Directed all personnel hiring as well as disciplinary actions

2002-2005 Director of City Wide Services
Public Works Dept. Chattanooga, TN

Supervised 315 employees in providing critical services to the City. Responsible for Solid Waste collection (garbage/recycling/yard waste), ROW maintenance, Street Construction and Repair, Storm Water Construction, repair, and maintenance, Urban Forestry, and Public Works Emergency Services.

Coordinated street/storm water preventive maintenance activities with City Engineering and Storm Water Staffs.

Interfaced on a continuing basis with County and City elected officials. Managed the preparation and execution of an annual budget in excess of \$12M.

Reported directly to the Administrator for Public Works. Resolved 93% of all citizen complaints or request for services within allotted time.

Implemented new technologies to include: City One-Call Response Center, Project Management for work orders, small tool/equipment inventory system, City Works for work order management, Automated Vehicle Location/GPS systems and GIS for repeat maintenance issues.

Background in Fleet Maintenance operations, Water/Waste Water Systems and Storm Water Management.

Member of various infrastructure and engineering planning groups, Chairman of Regional Solid Waste Advisory Committee

2000-2002 US Army Ft. McPherson, GA
Assistant City Manager/Chief of Staff

Supervised 6 department heads (Human Resources, Resource Management, Public Works, Community Services, Public Safety, Public Affairs) directing the efforts of 388 civilian and 177 military employees servicing a community of 125,000.

Managed the development and execution of a \$58 million budget.

Interfaced with local City/County government officials as well as various civic and community leaders.

Provided vision and goals to directorate heads to assist them in meeting customer needs and in meeting future growth requirements. Coordinated the actions of planners, facility managers, and customers ensuring necessary facilities and infrastructure upgrades were accomplished to meet changing needs.

Worked closely with principal union officials, installation labor attorneys, and equal opportunity officials ensuring compliance with contract terms. Developed performance objectives for each department director. Organized a variety of public functions including POW/MIA Day, Women's Equality Day, and Retirement Ceremonies. Partnered with local governments and private organizations reducing cost and improving customer service. Developed and implemented an organizational wide employee training and evaluation program.

1998-2000 US Army Ft. McPherson, GA
Chief, Facilities and Construction Branch

Program Manager for all new US Army Construction in the Middle East. Coordinated the efforts of higher/lower staff agencies in planning for future requirements.

Met on a continuous basis with representatives from the U.S. Army Corps of Engineer Office to ensure customer needs were satisfied.

Represented the U.S. Army at meetings with foreign government officials. Personally responsible for the successful planning, budgeting and construction of a \$147 million dollar facility in Kuwait.

As the resident Director of Public Works (DPW) expert, developed and provided policy guidance for DPWs located in the Middle East. Briefed senior officers on both construction and public works issues in the Middle East. Supervised a team of skilled engineers in resolving a variety of design and engineering issues.

Coordinated real estate leasing actions for U.S. Army installations in the Middle East.

1996-1997 US Army Hohenfels, Germany
Director of Base Operations

Led a team of 20 soldiers and civilian professionals in the coordination of all community activities on an installation with 5,500 residents. Performed the duties of the Community Commander as needed. Directed all Force Protection and Safety related operations including the supervision of the military police detachment.

Chaired the Executive Steering Committee comprised of the communities' senior level leadership with the task of identifying future community requirements.

Served as the community's primary focal point for interfacing with local German community officials.

Set priorities for and directed the efforts of various department heads to include the Director of Public Works, Director of Recreation, Director of Public Safety and Director of Training and Security.

Managed the formulation of the annual command operating budget and monitored execution.

1995-1996 US Army Hohenfels, Germany
Director of Public Works

Directed the efforts of a 345 person combined German and American work force in maintaining the smooth operation of the installation supporting 5,500 personnel.
Directly supervised 6 branch chiefs (Utilities, Buildings & Grounds, Design & Engineering, Construction, Master Planning & Development and Environmental Engineering) in accomplishment of all directorate responsibilities.
Provided oversight and budget responsibilities for fire and emergency medical services.
Developed long range plans to improve infrastructure and facilities in order to support an expanding population base.
Managed support services for the quarterly arrival/departure of up to 3,000 additional personnel.
Ensured compliance with all local and US government environmental regulations.
Headed the community development committee setting priorities for renovation and new construction.
Actively sought and secured US/German government permission and funding to construct new public/private venture housing for US military and civilian personnel.

Education

1998 US Army Command & Staff College
Ft. Leavenworth, KS
Organizational Management

1997 US Army Corps of Engineers, Ft. Belvoir, VA
Director of Public Works Certification

1996 US Army Corps of Engineers Germany
Budget Preparation, Contract Management,
Employee/Labor Management, Equal Opportunity,
Prevention of Sexual Harassment, Environmental and
Resource Management, Americans with Disabilities Act,
Construction Inspection, Quality Assurance/Control, Job
Order Contracting, Conflict Resolution, Personnel
Management for Executives, Employee
Mentoring/Counseling, Activity Based
Costing/Management.

1990 Texas A&M University College Station, TX
Master of Science Construction Management

1982 & 1986 US Army Engineer School, Ft. Belvoir, VA
Engineering Certificates

1982 University of Georgia Athens, GA
BS Economics

1980 Abraham Baldwin College Tifton, GA
Georgia

AS Agricultural Science
Forest Technology

**Professional
Associations**

Former Director, Middle Tennessee Branch, Tennessee
Chapter of American Public Works Association
Society of American Military Engineers



Hamilton County Board of Commissioners

RESOLUTION

No. 216-21

A RESOLUTION TO ESTABLISH A MANDATORY RETIREMENT AGE REQUIREMENT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-205, TO AUTHORIZE THE PAYMENT OF THE SUPPLEMENTAL BRIDGE BENEFIT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-211, AND TO AUTHORIZE GROUP 1 MEMBERS WHO HAVE CREDITABLE SERVICE IN A GROUP 1 POSITION COVERED BY SUCH MANDATORY AGE RETIREMENT TO RETIRE ON SERVICE RETIREMENT BENEFITS UPON ATTAINMENT OF AGE FIFTY-FIVE (55) WITH TWENTY-FIVE (25) YEARS OF CREDITABLE SERVICE PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-201(A)(2).

WHEREAS, Tennessee Code Annotated, Section 8-36-205 provides that any political subdivision participating in the Tennessee Consolidated Retirement System may establish a mandatory retirement age requirement for all its firefighters and police officers, and for all its employees who have been transferred from such a position to a supervisory or administrative position within the political subdivision's police or fire department; provided that:

- (A) the mandatory retirement of any such employee does not violate the Age Discrimination in Employment Act. In case of doubt, the respective political subdivision shall determine whether the employee is employed in a position requiring the mandatory retirement of such employee under the provisions of Tennessee Code Annotated, Section 8-36-205(a)(2);
- (B) the terms and conditions of the requirement shall be the same for all such employees within its employ;
- (C) the mandatory age requirement *shall not be less than* sixty (60) years of age;
- (D) each such employee shall be retired on the first day of the month following the month in which the employee attains the age requirement established by the political subdivision;
- (E) if the mandatory age requirement established by the political subdivision is less than the age requirement for receipt of old age and survivors benefits under Title II of the Federal Social Security Act (42 U.S.C. §§ 401-425), each such employee shall be entitled to the supplemental bridge benefit established pursuant to Tennessee Code Annotated, Section 8-36-211; and
- (F) the chief governing body of the political subdivision passes a resolution authorizing the establishment of the mandatory retirement age requirement, and if the

mandatory age requirement established by the political subdivision is less than the age requirement for receipt of old age and survivors benefits under Title II of the Federal Social Security Act, the political subdivision accepts the liability associated with the granting of the supplemental bridge benefit. All costs associated with providing the supplemental benefit shall be paid by the political subdivision and not by the State; and

WHEREAS, Tennessee Code Annotated, Section 8-36-201(a)(2) further authorizes any political subdivision that establishes a mandatory retirement age requirement that is sixty (60) years of age or older, but less than sixty-two (62), to permit Group 1 members who have creditable service in a Group 1 position covered by such mandatory retirement age requirement to retire on service retirement benefits upon attainment of age fifty-five (55) with twenty-five (25) years of creditable service, provided that the service retirement benefits be based on the years of creditable service rendered and the average final compensation received while the Group 1 member served in a Group 1 position covered by the mandatory retirement provisions. All other service shall be calculated under the reduced (early) retirement provisions; and

WHEREAS, the Hamilton County Commission desires to establish a mandatory retirement age requirement pursuant to Tennessee Code Annotated, Section 8-36-205, to grant the supplemental bridge benefit pursuant to Tennessee Code Annotated, Section 8-36-211, and to allow Group 1 members who have creditable service in a Group 1 position covered by such mandatory retirement age requirement to retire on service retirement benefits pursuant to Tennessee Code Annotated, Section 8-36-201(a)(2); and

WHEREAS, it is acknowledged that the costs associated with the granting of the supplemental bridge benefit pursuant to Tennessee Code Annotated, Section 8-36-211 and of service retirement benefits pursuant to Tennessee Code Annotated, Section 8-36-201(a)(2) shall increase its accrued liability rate by three and one half percent (3½%) of the covered payroll of the affected employees; and

WHEREAS, it is further acknowledged that *if* the mandatory retirement age requirement established by the Political Subdivision is sixty (60) years of age or older, but less than sixty-two (62), the political subdivision shall determine whether any employee subject to such retirement age requirement serves in a supervisory or administrative position which requires less than fifty percent (50%) of the employee's duties to be involved in day-to-day law enforcement or firefighting activities. If the Political Subdivision makes any such determination, then the employee may continue in service until the first day of the month following the month in which the employee attains sixty-two (62) years of age; provided such employee completes any form as may be required pursuant to Tennessee Code Annotated, Section 8-36-211 and files the same at the time and in the manner prescribed in Section 8-36-211.

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

That Hamilton County Government establishes a mandatory retirement age requirement of sixty (60) for all its firefighters and police officers, and for all its employees who have been transferred from such a position to a supervisory or administrative position within the political subdivision's police or fire department subject to the terms and conditions of Tennessee Code Annotated, Section 8-36-205.

BE IT FURTHER RESOLVED, that the supplemental bridge benefit established pursuant to Tennessee Code Annotated, Section 8-36-211 be paid to each Group 1 member who retires on a service retirement allowance on or after the attainment of age fifty-five (55) with creditable service in a Group 1 position covered by the mandatory retirement age requirement established pursuant to this resolution and hereby agrees to accept the associated liability. Said payment to be made until the first day of the month following the month in which the member dies, or until the first day of the month following the month in which the member reaches the age requirement for receipt of old age and survivors benefits under Title II of the Federal Social Security Act.

BE IT FURTHER RESOLVED, that Hamilton County Government authorizes its Group 1 members who have creditable service in a Group 1 position covered by such mandatory retirement age requirement to retire on service retirement benefits upon attainment of age fifty-five (55) with twenty-five (25) years of creditable service, provided that the service retirement benefits be based on the years of creditable service rendered and the average final compensation received while the Group 1 member served in a Group 1 position covered by the mandatory retirement provisions. All other service shall be calculated under the reduced (early) retirement provisions.

BE IT FURTHER RESOLVED, that the effective date of this Resolution shall be on August 1, 2016 with a transitional deferral date of July 1, 2018 for the enforcement of the mandatory retirement age requirement (which date cannot be later than the July 1 following twelve (12) months after the effective date of the resolution). Any such deferral period shall not apply to any other provisions of this Resolution, such provisions being effective on the effective date of this Resolution.

BE IT FURTHER RESOLVED, that Hamilton County Government will continue to follow the most current Resolution in relation to retirement eligibility for Hamilton County Employees health insurance benefits.

BE IT FURTHER RESOLVED, that Hamilton County Government does not currently employ firefighters and therefore the provisions of this resolution only applies to eligible police officers. However, if Hamilton County Government employ firefighters in the future, the provisions of this Resolution shall apply equally to its firefighters.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 216-22

A RESOLUTION APPROVING THE EXPENDITURE OF TWENTY THOUSAND DOLLARS (\$20,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO, TO ASSIST THE TOWN OF SIGNAL MOUNTAIN WITH COMMUNITY BALL FIELD IMPROVEMENTS.

WHEREAS, the Town of Signal Mountain has a need to make improvements to their community ball fields; and

WHEREAS, Commissioner Jim Fields has expressed a desire to allocate Twenty Thousand Dollars (\$20,000.00) from General Fund discretionary monies to assist with the ball field improvements; and

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

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

That the expenditure of Twenty Thousand Dollars (\$20,000.00) from General Fund discretionary monies, as allotted to District Two, be approved to assist the Town of Signal Mountain with community ball field improvements.

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

February 17, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 216-23

A RESOLUTION MAKING AN APPROPRIATION TO PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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

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

WHEREAS, Commissioner Chester Bankston has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to Partnership for Families, Children and Adults, Inc., to support the Rape Crisis Center; and

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

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

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to Partnership for Families, Children and Adults, Inc., to support the Rape Crisis Center.

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

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

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2014
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

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

Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2014 calendar year, or tax year beginning JUL 1, 2014 and ending JUN 30, 2015

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC.		D Employer identification number ** - *** 6050
	Doing business as		E Telephone number 423-755-2822
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1800 MCCALLIE AVENUE	G Gross receipts \$ 6,279,241.	
	City or town, state or province, country, and ZIP or foreign postal code CHATTANOOGA, TN 37404		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
F Name and address of principal officer: PAM LADD SAME AS C ABOVE		H(c) Group exemption number	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: WWW.PARTNERSHIPFCA.COM			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1987 M State of legal domicile: TN	

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: PARTNERSHIP IS A COMMUNITY IMPACT ORGANIZATION WHOSE MISSION IS TO STRENGTHEN FAMILIES AND	
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3 Number of voting members of the governing body (Part VI, line 1a)	3 30
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4 30
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5 129
	6 Total number of volunteers (estimate if necessary)	6 266
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a 0.
b Net unrelated business taxable income from Form 990-T, line 34	7b 0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 1,732,061. Current Year 4,115,516.
	9 Program service revenue (Part VIII, line 2g)	404,091. 1,247,611.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0. 195,196.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	109,718. 44,108.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,245,870. 5,602,431.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	30,910. 65,693.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0. 0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,778,700. 3,438,482.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0. 0.
	b Total fundraising expenses (Part IX, column (D), line 25)	175,030.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,182,019. 2,144,185.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,991,629. 5,648,360.
19 Revenue less expenses. Subtract line 18 from line 12	-745,759. -45,929.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 7,800,793. End of Year 7,509,730.
	21 Total liabilities (Part X, line 26)	465,513. 355,818.
	22 Net assets or fund balances. Subtract line 21 from line 20	7,335,280. 7,153,912.

Part II Signature Block

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

Sign Here	Signature of officer	Date			
	PAM LADD, COO Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name STEPHEN L. KEOWN	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN P00296420
	Firm's name JOHNSON, HICKEY & MURCHISON, P.C.	Firm's EIN ** - *** 6406		Phone no. (423) 756-0052	
Firm's address 651 E. 4TH ST., STE 200 CHATTANOOGA, TN 37403					

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

OGDEN UT 84201-0038

In reply refer to: 0438156109
Feb. 17, 2015 LTR 4168C 0
62-1326050 000000 00
00030650
BODC: TE

PARTNERSHIP FOR FAMILIES CHILDREN
AND ADULTS INC
1800 MCCALLIE AVE
CHATTANOOGA TN 37404-3025



063432

Employer Identification Number: 62-1326050
Person to Contact: TE & GE
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 05, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in March 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0438156109
Feb. 17, 2015 LTR 4168C 0
62-1326050 000000 00
00030651

PARTNERSHIP FOR FAMILIES CHILDREN
AND ADULTS INC
1800 MCCALLIE AVE
CHATTANOOGA TN 37404-3025

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



Ginni L. Redfern
Program Manager, AM OPS 1



Hamilton County Board of Commissioners RESOLUTION

No. 216-24

A RESOLUTION MAKING AN APPROPRIATION TO PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT SEVEN.

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

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

WHEREAS, Commissioner Sabrena Smedley has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to Partnership for Families, Children and Adults, Inc., to assist with the Rape Crisis Center; and

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

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

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to Partnership for Families, Children and Adults, Inc., to assist with the Rape Crisis Center.

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

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

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2014
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

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

Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2014 calendar year, or tax year beginning JUL 1, 2014 and ending JUN 30, 2015

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC.		D Employer identification number ** - *** 6050
	Doing business as		E Telephone number 423-755-2822
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1800 MCCALLIE AVENUE	G Gross receipts \$ 6,279,241.	
	City or town, state or province, country, and ZIP or foreign postal code CHATTANOOGA, TN 37404		H(a) Is this a group return for subordinates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
F Name and address of principal officer: PAM LADD SAME AS C ABOVE		H(b) Are all subordinates included? Yes <input type="checkbox"/> No <input type="checkbox"/>	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: WWW.PARTNERSHIPFCA.COM			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1987 M State of legal domicile: TN	

Part I Summary		Prior Year	Current Year
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: PARTNERSHIP IS A COMMUNITY IMPACT ORGANIZATION WHOSE MISSION IS TO STRENGTHEN FAMILIES AND		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	30
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	30
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	129
	6 Total number of volunteers (estimate if necessary)	6	266
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	1,732,061.	4,115,516.
	9 Program service revenue (Part VIII, line 2g)	404,091.	1,247,611.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	195,196.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	109,718.	44,108.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,245,870.	5,602,431.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	30,910.	65,693.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,778,700.	3,438,482.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25)	175,030.	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,182,019.	2,144,185.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,991,629.	5,648,360.
19 Revenue less expenses. Subtract line 18 from line 12	-745,759.	-45,929.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 7,800,793.	End of Year 7,509,730.
	21 Total liabilities (Part X, line 26)	465,513.	355,818.
	22 Net assets or fund balances. Subtract line 21 from line 20	7,335,280.	7,153,912.

Part II Signature Block

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

Sign Here	Signature of officer	Date			
	PAM LADD, COO Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name STEPHEN L. KEOWN	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN P00296420
	Firm's name JOHNSON, HICKEY & MURCHISON, P.C.	Firm's EIN ** - *** 6406	Firm's address 651 E. 4TH ST., STE 200 CHATTANOOGA, TN 37403		
Phone no. (423) 756-0052					

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

OGDEN UT 84201-0038

In reply refer to: 0438156109
Feb. 17, 2015 LTR 4168C 0
62-1326050 000000 00
00030650
BODC: TE

PARTNERSHIP FOR FAMILIES CHILDREN
AND ADULTS INC
1800 MCCALLIE AVE
CHATTANOOGA TN 37404-3025



063432

Employer Identification Number: 62-1326050
Person to Contact: TE & GE
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 05, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in March 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0438156109
Feb. 17, 2015 LTR 4168C 0
62-1326050 000000 00
00030651

PARTNERSHIP FOR FAMILIES CHILDREN
AND ADULTS INC
1800 MCCALLIE AVE
CHATTANOOGA TN 37404-3025

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Ginni L. Redfern
Program Manager, AM OPS 1



Hamilton County Board of Commissioners RESOLUTION

No. 216-25

A RESOLUTION MAKING AN APPROPRIATION TO WANT TO FOUNDATION, INC., IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT EIGHT.

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

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

WHEREAS, Commissioner Tim Boyd has expressed a desire to allocate Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies to Want To Foundation, Inc., to assist with their Destiny Program; and

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

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

That Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies be appropriated to Want To Foundation, Inc., to assist with their Destiny Program.

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

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

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

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

- ▶ Do not enter social security numbers on this form as it may be made public.
- ▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2014 calendar year, or tax year beginning , 2014, and ending , 20

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization **Want to Foundation Inc**
 Doing business as
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO Box 21265
 City or town, state or province, country, and ZIP or foreign postal code
Chattanooga, TN 37424

D Employer identification no. **47-1243042**

E Telephone number **(423) 432-8255**

G Gross receipts \$ **7,750**

F Name and address of principal officer: **Gary Highfield**
Same as C above

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)
H(c) Group exemption number ▶

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ **N/A**

K Form of organization: Corporation Trust Association Other ▶

L Year of formation: **2014** **M** State of legal domicile: **TN**

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: The organization was organized for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, to impact the lives of students living in single parent homes in the United States of America.		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	9
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	9
	5	Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	0
	6	Total number of volunteers (estimate if necessary)	6	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
7b	Net unrelated business taxable income from Form 990-T, line 34	7b	0	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)		7,750
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		7,750
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		0
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶	0	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		6,933
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		6,933	
19	Revenue less expenses. Subtract line 18 from line 12		817	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21	Total liabilities (Part X, line 26)		817
	22	Net assets or fund balances. Subtract line 21 from line 20		0

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

Sign Here

Gary Highfield
Signature of officer

Gary Highfield, President
Type or print name and title

Date

Paid Preparer Use Only

Print/Type preparer's name: **Angela Dowis CPA** Preparer's signature: **Angela Dowis CPA** Date: **08-11-2015** Check if self-employed PTIN: **P00806798**

Firm's name ▶ **Dowis & Boyd CPAS PC** Firm's EIN ▶
 Firm's address ▶ **PO Box 24985** Phone no. **423-892-3831**
Chattanooga TN 37422

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

For Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2014)

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

DEPARTMENT OF THE TREASURY

Date: **OCT 27 2014**

WANT TO FOUNDATION INC
PO BOX 355
CHICKAMAUGA, GA 30707

Employer Identification Number:
47-1243042
DLN:
17093192323014
Contact Person:
PAUL F CAPPEL II ID# 31665
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 25, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947



Hamilton County Board of Commissioners

RESOLUTION

No. 216-26

A RESOLUTION APPROVING THE EXPENDITURE OF UP TO SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FIVE) TO PURCHASE AN AUDIO AND SPEAKER SYSTEM FOR THE BRAINERD HIGH SCHOOL GYMNASIUM.

WHEREAS, Brainerd High School gymnasium is in need of an audio and speaker system; and

WHEREAS, Commissioner Greg Beck has expressed a desire to use up to Seven Thousand Two Hundred Dollars (\$7,200.00) from discretionary bond funds as allotted to District Five to Purchase said audio and speaker system; and

WHEREAS, this purchase has been approved by the Hamilton County Board of Education; and

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

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

That the expenditure of up to Seven Thousand Two Hundred Dollars (\$7,200.00) from discretionary bond funds (as allotted to District Five) be approved to purchase an audio and speaker system for the Brainerd High School gymnasium.

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

February 17, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 216-27

A RESOLUTION MAKING AN APPROPRIATION TO A BETTER TOMORROW IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

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

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

WHEREAS, Commissioner Greg Beck has expressed a desire to allocate Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies to A Better Tomorrow to assist with their Project Evolution program; and

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

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

That Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies be appropriated to A Better Tomorrow to assist with their Project Evolution program.

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

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

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.
Information about Form 990 and its instructions is at www.irs.gov/form990

A For the 2014 calendar year, or tax year beginning and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization A Better Tomorrow, Inc.		D Employer identification number 76-0801232
	Doing business as		E Telephone number 423-485-1012
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 118,675.
	P.O. Box 16711		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	City or town, state or province, country, and ZIP or foreign postal code Chattanooga, TN 37416-0711		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No
	F Name and address of principal officer: Richard Bennett same as C above		If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **www.abettertomorrowinc.com** **H(c)** Group exemption number ▶

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: **2006** **M** State of legal domicile: **TN**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: A Better Tomorrow's mission is to help at-risk youth discover their purpose through life skills		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	3
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 185,934.	Current Year 118,675.
	9 Program service revenue (Part VIII, line 2g)	1,650.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	187,584.	118,675.
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)		0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		72,030.	87,291.
16a Professional fundraising fees (Part IX, column (A), line 11e)		0.	0.
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.			
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		84,159.	26,634.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	156,189.	113,925.	
19 Revenue less expenses. Subtract line 18 from line 12	31,395.	4,750.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 31,540.	End of Year 5,553.
	21 Total liabilities (Part X, line 26)	15,491.	14,060.
	22 Net assets or fund balances. Subtract line 21 from line 20	16,049.	<8,507.>

Part II Signature Block

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

Sign Here	Signature of officer	Date
	Richard Bennett, President Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name AMANDA GIBSON	Preparer's signature AMANDA GIBSON	Date 11/20/15	Check if self-employed <input type="checkbox"/>	PTIN P01072235
	Firm's name ▶ THOMPSON, PRICE, SCOTT, ADAMS, & CO	Firm's EIN ▶ 56-1824665		Phone no. 423-473-9300	
Firm's address ▶ 1543 S LEE HWY CLEVELAND, TN 37311					

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

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

DEPARTMENT OF THE TREASURY

Date: MAR 16 2006

A BETTER TOMORROW
PO BOX 16711
CHATTANOOGA, TN 37416

Employer Identification Number:
76-0801232
DLN:
17053342001035
Contact Person: MARY M SHEER ID# 31255
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b) (1) (A) (vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 7, 2005
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2009

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



Hamilton County Board of Commissioners RESOLUTION

No. 216-28

A RESOLUTION MAKING AN APPROPRIATION TO MARY WALKER HISTORICAL AND EDUCATIONAL FOUNDATION, INC., IN THE AMOUNT OF TWENTY SIX THOUSAND DOLLARS (\$26,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

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

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

WHEREAS, Commissioner Greg Beck has expressed a desire to allocate a total of Twenty Six Thousand Dollars (\$26,000.00) from General Fund discretionary monies to Mary Walker Historical and Educational Foundation, Inc., distributing the funds as follows: (1) Twenty Thousand Dollars (\$20,000.00) to assist with various community projects in District Five; and (2) Six Thousand Dollars (\$6,000.00) to assist with their Black History Art Exhibit and advertisement of same; and

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

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

That a total of Twenty Six Thousand Dollars (\$26,000.00) from General Fund discretionary monies be appropriated to Mary Walker Historical and Educational Foundation, Inc., to be distributed as follows: (1) Twenty Thousand Dollars (\$20,000.00) to assist with various community projects in District Five; and (2) Six Thousand Dollars (\$6,000.00) to assist with their Black History Art Exhibit and advertisement of same.

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

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.
2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

MARY WALKER HISTORICAL & EDUCATION FOUNDATION
3031 Wilcox Boulevard
Chattanooga TN 37411

Financial Statement for a twelve (12) month period (05/01/14 to 04/30/15)

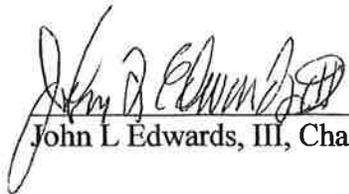
Income:

Donations	\$ 3,075.00
Grants	0.00
Total Income	\$3,075.00

Expenses:

Accounting	\$ 175.00
Auto Expense	485.15
Exhibits	0.00
Insurance	406.00
Office Expense	132.65
Outside Services	0.00
Repairs/Maintenance	0.00
Telephone	420.00
Travel	0.00
Utilities	1,301.10
Total Operating Expenses	\$ 2,919.90

Net Operating Income \$ 155.10


John L. Edwards, III, Chairman

Date: 07-07-15

MARY WALKER HISTORICAL & EDUCATION FOUNDATION
3031 Wilcox Boulevard
Chattanooga TN 37411

Balance Sheet

For a twelve (12) month period (05/01/14 to 04/30/15)

Assets:

Cash on Hand-Checking Account	\$ 270.53
Inventory/Supplies	100,219.00
Furniture & Fixtures	30,124.00
Equipment	10,100.00
Land & Building	206,500.00
Less Accumulated Depreciation	(114,237.31)

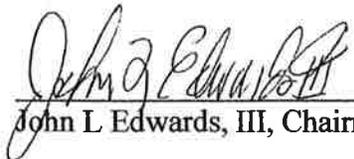
Total Assets \$232,976.22

Liabilities:

Accounts Payable	\$ 0.00
Notes/Mortgages Payable	

Total Liabilities \$ 0.00

Net Worth as of 4/30/14 \$232,976.22



John L. Edwards, III, Chairman

Date: 07-07-15

Internal Revenue Service
District Director

Department of the Treasury

Date: AUG 18 1983

Employer Identification Number:

62-1103291

Accounting Period Ending:

April 30

Form 990 Required: Yes No

Mary Walker Historical and
Educational Foundation, Inc.
3031 Wilcox Boulevard
Chattanooga, TN 37411

Person to Contact:

Terry Watkins/jdf

Contact Telephone Number:

(404) 221-4516

File Folder Number:

580017788

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(vi) & 509(a)(1).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.



Hamilton County Board of Commissioners

RESOLUTION

No. 216-29

A RESOLUTION ACCEPTING THE BID OF CHATTANOOGA TRACTOR & EQUIPMENT, INC. FOR ONE (1) TRACTOR WITH BOOM MOWER AMOUNTING TO \$95,667.00 FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) tractor with boom mower for the Highway Department; and,

WHEREAS, the bid from Chattanooga Tractor & Equipment, Inc. amounting to \$95,667.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Chattanooga Tractor & Equipment, Inc. for one (1) tractor with boom mower amounting to \$95,667.00 for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

Bid Specifications

Hamilton County, Tennessee is soliciting bids for one (1) tractor with boom mower for the Hamilton County Highway Department. All prices must include shipping/delivery to the Highway Department located at 7625 Standifer Gap Road, Chattanooga, Tennessee 37421.

BID SUBMISSION REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on January 27, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID # 0116-089: Tractor with Boom Mower". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0116-089: Tractor with Boom Mower from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

Questions regarding product specifications should be directed to Lewis Crumley, Hamilton County Highway Department at (423) 855-6100 or lewisc@hamiltontn.gov.

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

Introduction

The intent of these specifications is to describe a tractor with boom mower to be used in the maintenance of County roads. Items found in this section set forth the County’s minimum expectations for the tractor and mower. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed equipment meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column.

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

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
General Bid Requirements			
A. All equipment furnished shall be new and of the manufacturers’ current production design.			
B. Bidder must be an authorized dealer for the unit.			
C. The entire vehicle/apparatus is to conform to D.O.T., OSHA, and all other applicable regulatory agencies.			
D. All warranties will be listed including any and all exclusions. No warranties can be terminated or canceled for any reason during the warranty coverage as stated in bid where specified. No travel or drive time will be paid while under any manufacturer’s warranty.			
E. All warranty registrations will be completed by the bidder and copies provided upon delivery. All warranties will begin on any components on the in-service date or delivery date if no special training is needed to begin operating items supplied.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
General Bid Requirements (continued)			
F. Unit will be supplied with a line sheet to include as built and current part numbers of any and all components installed on the vehicle.			
G. Bid shall include shipping/delivery to Hamilton County Highway Department.			
General Tractor Specifications			
A. Must have a minimum operating weight of 16,094 lbs.			
B. Overall length not to exceed 100.4 inches.			
C. Overall width not to exceed 8' 6".			
D. Two wheel drive.			
E. A standard duty rear axle is a flange-type with a maximum capacity of 11,000 lbs. (4,990 kg). The tractor shall have a minimum tread width adjustment of 64 in. (1,626mm). and a maximum tread width adjustment of 80 in. (2,032 mm).			
F. The final drives shall be double reduction with three (3) planetary gears per side.			
G. Differential Lock Engagement shall be electrohydraulic.			
Engine			
A. A four cylinder diesel with a high pressure common rail fuel injection system, turbo charger and cooling fan. The tractor is to have an air to air intercooler with a parent bore block design, and have four valves per cylinder.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Engine (continued)			
B. The Engine is to be water- cooled with total fluid capacity of 4.8 gal. (18 L).			
C. Engine must be Tier 4B emissions certified with a combination of DOC (Diesel Oxidation Catalyst) and high efficiency SCR (Selective Catalyst Reduction)			
D. 110 engine HP at 2,200 RPM 90 PTO HP at 2,200 RPM			
E. A minimum of 274 cu. In. (4.5 L)			
F. A RATED ENGINE SPEED OF 2,200 RPM			
G. A Duel element, dry- type air cleaning system with a serviceable outer element and replaceable inner safety element.			
H. A duel fuel filter system and water separator.			
I. Fuel type Diesel (USLD) blend 1D/2D S15 (Material Specification: ASTM D975)			
J. A spin on replaceable oil filter assembly (two filters) fed by pressurized oil.			
K. Maximum oil capacity of 2.6gal. (10L)			
L. A hand operated baseline throttle setting and a foot controlled override with spring return.			
M. An internal plug resistance device. (cold start aid)			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Drivetrain			
A. A transmission that provides sixteen forward gears and eight reverse gears. That provides four synchronized speeds in each of at least two constant mesh ranges. With a two speed push button high/low. And a column mounted hydraulic power shuttle lever.			
B. Top speed not greater than 22 mph and not less than 18 mph			
C. Must have spur type gears.			
D. Right hand mounted gear and range levers.			
E. Left hand column mounted hydraulic power shuttle.			
F. The clutch must have at least seven cerametallic friction plates with a minimum of six inch in diameter per clutch.			
G. A minimum of two wet clutch packs.			
H. An independent 540/1,000 rpm power take off system with interchangeable shafts for rpm changes. Engagement type must be mechanical. A flip up safety shield provided on the PTO output shaft.			
Fluid Capacities			
A. Fuel shall be a minimum of fifty- seven point five (57.5) gallons.			
B. Tractor hydraulic capacity to be a minimum of fifteen point nine fluid gallons			
C. Mower hydraulic tank capacity to be a minimum of thirty four gallons			
D. Engine oil capacity shall be two point six gallons.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Hydraulics			
A. Hydraulic system shall have an open center fixed displacement gear pump system.			
B. Flow rate at engine speed for the implement pump shall be thirteen gallons per hour.			
C. The steering pump shall have a flow rate of at least seven gallons per minute.			
D. All hydraulic oil must be filtered through a 10 micron full flow filter before returning to tank.			
E. Tractor hydraulic system reservoir shall have a dipstick level check. Mower hydraulic reservoir shall have a sight gauge for level check.			
F. Unit shall be equipped with a separate hydraulic reservoir with a minimum fluid capacity of not less than Thirty-four gallons.			
Brakes			
A. Must have hydraulically actuated, oil immersed disc brakes with four plates per side and must be able to operate each side independently or with pedals locked together for simultaneous operation .			
B. Must have a hand controlled parking brake (lever) connected to the tractors service brakes.			
Wheels & Tires			
A. Rear tires shall be eighteen by four by thirty four (18x4x34). eight ply tread			
B. Front tires shall be ten by sixteen (10x16). Eight ply tread			
C. Fenders shall be provided over tires on rear.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Electrical			
A. 12 volt electrical system.			
B. 12 volt, 120 amp alternator shall be provided.			
C. One (1) heavy-duty 12 volt battery 950 cold cranking amp.			
D. Back up alarm.			
E. Must be equipped with two (2) forward and two (2) rear clear work lights. Two (2) front driving lights with high and low beam capabilities. Parking lights, two (2) rear combination stop and tail lights turn signals with hazard warning flashers.			
F. Must have warning and indicator lights for the following functions: parking brake, high beams, charging, engine oil pressure, transmission oil pressure, turn signals, engine coolant temperature, low fuel, transmission oil temperature, low coolant level, and work lights.			
G. One roof mounted led strobe light			
H. All strobe lights mentioned in these specs shall be wired to the in cab switch which operates the hazard warning flashers.			
Cab Equipment			
A. Unit must be equipped with a fully enclosed cab.			
B. Cab shall be equipped with an air circulation system capable of A/C, heating, defrosting, and pressurizing the cab with a minimum 3-speed fan. The defroster must be effective on all windows.			
C. Unit shall provide joystick control with third function.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Cab Equipment (continued)			
<p>D. Unit shall have following equipment: power outlet, cab heating with filter, fresh-air inlet and defroster, floor mat, interior lights, at least one (1) interior and two (2) exterior rear-view mirrors, left and right opening windows, tinted safety glass, seat belt, adjustable console armrest, AM/FM radio, operator’s seat, sun visor, beverage holder, and front and rear windshield washers and wipers.</p>			
General Boom Mower Specifications			
<p>A. Tractor shall be equipped with an arch design boom style rotary mower unit with a 60 inch stump jumper. Mower mounted on tractor</p>			
<p>B. Unit must have a minimum of twenty nine inches of side shift capability.</p>			
<p>C. Unit must have a minimum reach out of fifteen feet and one inch.</p>			
<p>D. Unit must be capable of a minimum reach in of five feet seven inches.</p>			
<p>E. Unit must have capability to reach vertically eleven feet three inches.</p>			
<p>F. Unit shall feature a hydraulic break away to protect against damage due to impact.</p>			
<p>G. Unit shall be electronic joy stick controlled.</p>			
<p>H. Unit is to be equipped with rear stow away system.</p>			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Mounted Boom Mower (continued)			
I. Tractor must have all proper safety equipment installed as recommended by the manufacturer of the mower assembly.			
Steering			
A. Hydrostatic power steering with a dedicated, independent pump with a rating of 9 GPM (34L/min).			
B. A single steering cylinder and 55 degrees of turning angle.			
Miscellaneous			
A. Two (2) spare tires and wheels shall be provided one (1) front one rear.			
B. One (1) operators manual will be provided.			
C. Two (2) service manuals and/or CDs shall be provided.			
D. One (1) five pound fire extinguisher shall be mounted on unit.			
E. Twenty-five (25) keys shall be provided.			
Warranty			
A. Unit must have a minimum twelve (12) month/1500 hour warranty. Excludes wear parts.			
B. Primary bidder will be responsible for all warrantable repairs on complete unit; including attachments			
C. Bidder shall include a copy of warranty terms and conditions and a list of exceptions from the warranty as well as wear items.			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Warranty (continued)			
<p>A. Please specify (in comments box) the closest franchised manufacturer’s representative location including the business address/location and how close it is in miles to the Highway Department. Location shall be able to provide parts, service, and full factory warranty repair. *This information will be used to help determine lowest/best bid.</p>			
<p>B. Warranty shall start on in service date. NO DRIVE TIME CHARGES DURING WARRANTY PERIOD.</p>			
Delivery			
<p>A. 120 Day delivery (after bidder receives P.O.) to be delivered to Hamilton County Highway Department.</p>			
<p>B. An appointment for delivery shall be set up prior to delivery. Call Lewis Crumley (423) 855-6100.</p>			
<p>C. A copy of the invoice shall accompany the unit.</p>			
<p>D. A title or M.S.O must accompany the unit.</p>			

Pricing Sheet

The bid is for one (1) tractor with boom mower.

Description:	Make/Model:	Total Price:
(1) Tractor with boom mower		

Company Name: _____

By: _____

Phone: _____

Email: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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. VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
- 37. WARRANTIES:** All warranty information must be furnished.
- 38. 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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Logged in as: lindac@mail.hamiltontn.gov
Role: Client

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Solicitation - Log

1/15/2016 8:22 AM Eastern

Solicitation Title: Tractor with Boom Mower
 Number: 0116-089
 Bids Due: 1/27/2016 10:30:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/15/2016 8:21:44AM	Eastern	Linda Chumbler	0116-089 - Tractor with Boom Mower	Invitation	Please click on the above solicitation number to access bid documents.	143	5

eBid eXchange. Copyright © 1999-2016 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on January 15, 2016, in the legal notices.

LEGAL NOTICE

Bids for one (1) tractor with boom mower will be opened at 10:30 A.M. on January 27, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(1) Tractor w/Boom Mower
January 27, 2016

Highway Department
10:30 A.M.

Vendors:	Chattanooga	Cumberland
	Tractor &	Tractor&
	Equipment	Equipment
	(HC)	
Total Bid Price:	\$95,667.00	\$101,362.00
Make/Model:	New Holland TS6-110	New Holland TS6-110
	Tiger Wildcat Mower	Diamond Broom Mower
Delivery:	120 days	120 days
Terms:	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	1/15/2016
Vendor Notification:	143
Vendor Response:	2
Budgeted:	Bond



Hamilton County Board of Commissioners RESOLUTION

No. 216-30

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT A FASTTRACK ECONOMIC DEVELOPMENT FUND GRANT APPLICATION TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT ON BEHALF OF YANFENG USA AUTOMOTIVE TRIM SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$1.25 MILLION TO PROVIDE VARIOUS BUILDING AND EQUIPMENT IMPROVEMENTS AT THE COMPANY'S NEW HAMILTON COUNTY LOCATION

WHEREAS, Yanfeng Group is the largest automotive interior supplier worldwide; and,

WHEREAS, Yanfeng USA will invest in excess of \$54 million in land, building and equipment to open its first Tennessee facility on Bonnyshire Drive in Hamilton County in order to manufacture various automotive interior products for Volkswagen Group of North America as well as other US customers; and,

WHEREAS, The company will bring 325 new jobs to Hamilton County at an average annual wage of \$48,000 for production employees; and,

WHEREAS, The Tennessee Department of Economic and Community Development offers a FastTrack Economic Development (ED) Fund grant program to help with expenses such as building retrofits, repairs or improvements; relocation or purchase of equipment; relocation of personnel; new construction and other items associated with company relocation or expansion; and,

WHEREAS, Hamilton County will apply for a FastTrack ED Fund grant in an amount not to exceed \$1.25 million on behalf of Yanfeng USA to assist with building and equipment improvements; and,

WHEREAS, No local match is required; and,

WHEREAS, This project will be accounted for through the Industrial Development Fund; and

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

The County Mayor is hereby authorized to submit an application to the Tennessee Department of Economic and Community Development for a FastTrack Economic Development Fund grant on behalf of Yanfeng USA in an amount not to exceed \$1.25 million to provide building and equipment improvements at the company's new Hamilton County location.

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

February 17, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 216-31

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT A FASTTRACK ECONOMIC DEVELOPMENT FUND GRANT APPLICATION TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT ON BEHALF OF WEST STAR AVIATION, INC. IN AN AMOUNT NOT TO EXCEED \$200,000 TO PROVIDE VARIOUS IMPROVEMENTS AT THE COMPANY'S NEW HANGER FACILITY AT THE CHATTANOOGA METROPOLITAN AIRPORT.

WHEREAS, West Star Aviation offers MRO (maintenance, repair and overhaul) services as well as general aeronautical services to private aircraft at multiple locations around the US; and,

WHEREAS, West Star Aviation will invest in excess of \$22 million in land, building and equipment to open a new facility in Hamilton County in order to better serve East Coast corporate aviation flight departments; and,

WHEREAS, The company will bring 200 new jobs to Hamilton County at an average annual wage of \$55,000 for maintenance employees; and,

WHEREAS, The Tennessee Department of Economic and Community Development offers a FastTrack Economic Development Fund grant program to help with expenses associated with company relocation or expansion; and,

WHEREAS, Hamilton County will apply for a FastTrack Economic Development Fund grant in an amount not to exceed \$200,000 on behalf of West Star Aviation to assist with building and equipment improvements; and,

WHEREAS, No local match is required; and,

WHEREAS, This project will be accounted for through the Industrial Development Fund; and

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

The County Mayor is hereby authorized to submit an application to the Tennessee Department of Economic and Community Development for a FastTrack Economic Development Fund grant on behalf of West Star Aviation in an amount not to exceed \$200,000 to provide building and equipment improvements at the company's new hanger facility at the Chattanooga Metropolitan Airport.

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

February 17, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 216-32

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO NEGOTIATE, ENTER INTO AND EXECUTE A LEASE AGREEMENT BETWEEN HAMILTON COUNTY, THE CITY OF CHATTANOOGA AND THE CHARLES H. COOLIDGE MEDAL OF HONOR HERITAGE CENTER FOR A PORTION OF COUNTY AND CITY OWNED PROPERTY LOCATED IN COOLIDGE PARK, TO LOCATE A MEDAL OF HONOR HERITAGE CENTER IN COOLIDGE PARK TO FURTHER HONOR CHARLES H. COOLIDGE AS A MEDAL OF HONOR RECIPIENT AND TO ACT AS A MEMORIAL BY REFLECTING THE HERITAGE OF THE MEDAL OF HONOR.

WHEREAS, Hamilton County (County) and the City of Chattanooga (City) jointly-own certain property, identified by State Tax Map No. 135E-N-024.02, located in Coolidge Park; and,

WHEREAS, the Charles H. Coolidge Heritage Center has requested, by the attached letter, to lease approximately one (1) acre (subject to survey) of said property for 99 years, paying \$1.00 annually, for the purpose of constructing a Medal of Honor Heritage Center in Coolidge Park; and,

WHEREAS, the Heritage Center will construct a 6,800 square foot, two-story building, at no cost to the County, to become a tourist destination for visitors to Hamilton County along with many military reunions and to serve as an education center and field trip destination for area schools; and,

WHEREAS, it is in the best of the citizens of Hamilton County to enter into said lease agreement to further honor Charles H. Coolidge, Medal of Honor recipient and to reflect the heritage of The Medal of Honor.

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

That the County Mayor is hereby authorized to negotiate, enter into and execute a lease agreement between Hamilton County, the City of Chattanooga and The Charles H. Coolidge Medal of Honor Heritage Center, by the terms described above, for a portion of property jointly-owned by Hamilton County and the City of Chattanooga, identified as a portion of State Tax Map No. 135E-N-024.02 located in Coolidge Park, for the purpose of constructing, at no cost to Hamilton County, a 6,800 square foot, two-story building to further honor Charles H. Coolidge, Medal of Honor recipient and to act as a memorial reflecting the heritage of the Medal of Honor.

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

February 17, 2016

Date



CHARLES H. COOLIDGE MEDAL OF HONOR HERITAGE CENTER

1 February, 2016

HONORARY BOARD

CHARLES H. COOLIDGE
MEDAL OF HONOR RECIPIENT

DON JENKINS
MEDAL OF HONOR RECIPIENT

JAMES SPRAYBERRY
MEDAL OF HONOR RECIPIENT

BOARD OF TRUSTEES

BILL RAINES
CHAIR

DAN SAIIED
1ST VICE CHAIR

MARK KLEINER
2ND VICE CHAIR

JOHN BROOKS
3RD VICE CHAIR

RICHARD BUHRMAN
REGISTERED AGENT

VOLUNTEER STAFF

JIM WADE
EXECUTIVE DIRECTOR

CHARLES GOOGE
SECRETARY

MARK KLEINER
TREASURER

(423) 877-2525 MUSEUM
(423) 698-4511 ARCHIVES

WWW.MOHM.ORG

Mr. Paul Parker
Real Property Manger
117 East 7th Street
Chattanooga, TN. 37402

Re: Coolidge Park (Parcel ID 135E N 024.03)

Dear Paul:

On behalf of the Board of Trustees of the Medal of Honor Heritage Center, we request that you prepare a Resolution for the County Commission to authorize the County Mayor to negotiate a Lease Agreement with the Charles H. Coolidge Medal of Honor Heritage Center based on the request noted below.

- The Medal of Honor is the highest award to be bestowed on a member of the Armed Forces for Valor in combat for action above and beyond the call of duty.
- The Charles H. Coolidge Medal of Honor Heritage Center has been in existence since 1987 and is currently housed in Northgate Mall.
- We would request to lease approximately 1 acre of Coolidge Park located in the Northeast corner adjacent to Tremont Street for 99 years at \$1.00 per year to locate a Medal of Honor Heritage Center in Coolidge Park to honor Charles H. Coolidge as a Medal of Honor recipient and to act as a memorial by reflecting the heritage of the Medal of Honor which was first awarded for the action in the Chattanooga area to six of Andrews Raiders for action here in April 1862.
- The Heritage Center will construct a 6,800 SF, two-story building to become a tourist destination for visitors to Hamilton County along with many military reunions and to serve as an education center and field trip destination for area schools.

Paul, please feel free to contact me if you have any questions and we would appreciate your preparation of the Resolution by February 3rd, 2016.

Sincerely,

Major General William B. Raines, Jr., US Army (Retired)
Chairman of the Board



Coolidge Park

Map No. 135E-N-024.02

Printed: Feb 01, 2016

HCGIS



Hamilton County Board of Commissioners RESOLUTION

No. 216-33

A RESOLUTION ACCEPTING THE BID OF PRO SVL, INC. FOR AUDIO VISUAL EQUIPMENT AMOUNTING TO \$96,233.12 FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT ON BEHALF OF THE SESSIONS COURT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for audio visual equipment for the Information Technology Services Department on behalf of the Sessions Court; and,

WHEREAS, the bid from Pro SVL, Inc. amounting to \$96,233.12 was considered to be the lowest and best bid received; and,

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

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

That the bid of Pro SVL, Inc. for audio visual equipment amounting to \$96,233.12 for the Information Technology Services Department on behalf of the Sessions Court 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

February 17, 2016

Date

BID SPECIFICATIONS

1. STATEMENT OF INTENT

Hamilton County, Tennessee is soliciting sealed bids for audio visual system components to include the following equipment as per attached specifications. Manufacturer and Model must be quoted as specified. **No substitutions will be allowed on this bid.**

2. BID SUBMISSIONS REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope, in addition to one (1) digital document in original formats (PDF & the Excel pricing sheet) properly recorded on its own otherwise blank, standard CD-R recordable disk labeled: RFP#0116-084, before 10:30 a.m. (ET) on January 21, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0116-084: Audio Visual Equipment". Any sealed envelope(s) enclosed within this envelope/ package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

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

DELIVERY ADDRESS

Gail B. Roppo
Director of Purchasing
Bid # 0116-084: Audio Visual Equipment from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

3. COMPLETION OF THE ATTACHED BID RESPONSE FORM

Submit your bid as specified on the attached "Detailed Bid Specifications and Bid Response Form". Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response. Please provide your estimated delivery date after receipt of order in addition to your pricing information. **Note: No substitutions will be accepted.**

4. COMPLETION OF THE AUTHORIZATION TO BIND FORM

Please complete and sign the attached "Authorization to Bind" form.

5. CONTACTS

Questions concerning bid specifications should be directed to:

Mr. Bart McKinney
Hamilton County ITS Department
(423) 209-6266
bartm@hamiltontn.gov

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
(423) 209-6350
lindac@hamiltontn.gov

6. ATTACHMENTS

- Detailed Bid Specifications & Bid Pricing Form
- Hamilton County General Terms & Conditions
- Authorization to Bind

7. BID PRICING FORM

The bid pricing form has been sent in a separate Excel format that will calculate your extensions on your bid pricing. Please return your bid pricing in both hard copy as well as electronic form on the required CD as outlined in Section 2 above.

8. SHIPPING AND HANDLING

Any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment. No additional charges will be allowed.

9. Delivery Instructions

All products must be delivered to:

Hamilton County
Information Technology Services
115 E. 7th Street
Chattanooga, TN 37402
Attn: Bart McKinney

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

Bid Pricing Form
Bid # 0116-084: Sessions Court Audio Visual
Hamilton County, TN

Note: Manufacturer and Model must be quoted as specified. No substitutions will be allowed on this bid.

Manufacturer	Model	Description	Qty	Unit Price	Total Price
For Courtroom # 6					
Crestron	TSW-752-B-DMPS3_PAK	7" Touch Screen Package for DMPS3 Series, Black; Includes: TSW-752-B-S, TSW-750-TTK-B-S, & Preloaded Software	1		\$ -
Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	1		\$ -
Crestron	DMPS3-200-C	3-Series® DigitalMedia™ Presentation System 200	1		\$ -
BIAMP Systems	TesiraFORTÉ AVB VI	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 2 channel VoIP interface	1		\$ -
Shure	MX392/O	Omnidirectional - Condenser Boundary Microphone, Built-in Preamp, Attached 12' Unterminated Cable, Logic Functions, Programmable Switch and LED Indicator	3		\$ -
Shure	MX400SMP	Installed Shock Mount Preamplifier sold separately for MX405/10 mics, coverplate, 5-pin XLR (female connector included) Supports standard and light ring microphones	1		\$ -
Shure	MX410LP/S	10" Shock-Mounted Gooseneck, Supercardioid, less Preamplifier	1		\$ -
NEC PSP GOV'T/EDUCATION	E905	E905 - 90" LED LCD Public Display Monitor, 1920 x 1080 (FHD), 350 cd/m2 panel, Full bidirectional LAN/RS-232 Control, HDMI x2, DisplayPort, DVI-D, VGA, OPS Option Slot, Integrated 10W x 2 speakers, 3 year standard warranty, Stand not included.	1		\$ -
Chief Manufacturing	PDR2000B	LARGE DUAL ARM W/O INTERFACE	1		\$ -
Chief Manufacturing	PSBUB	UNIVERSAL PSB BLACK	1		\$ -
Lab.gruppen	992,292,011	E4:2 (2 x 200 / 200 / 200 / 200 W)	1		\$ -
JBL	CONTROL 26CT	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	8		\$ -
Middle Atlantic Products	MFR-1227GE	12SP27D MOBILE F RACK GE	1		\$ -
Middle Atlantic Products	PD-915RV-RN	9 VERT OUTLET 15A RCKMT	1		\$ -
Amazon	SLM2008PT-NA	Cisco SG200-08P 8-port (4 Reg + 4 PoE) Gigabit PoE Smart Switch	1		\$ -
C2G	41,034	HDMI, VGA and 3.5mm Audio Pass Through Single Gang Wall Plate - Brushed Aluminum	2		\$ -
C2G	50,226	10ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	2		\$ -
C2G	50,227	15ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	1		\$ -
C2G	56,784	10ft High Speed HDMI® Cable with Ethernet for Chromebooks, Laptops, and TVs	2		\$ -
C2G	50,612	15ft High Speed HDMI® Cable with Ethernet	1		\$ -
C2G	40,303	1m High Speed HDMI® Cable with Ethernet (3.3ft)	1		\$ -
Middle Atlantic Products	OFR10IW	OFR IN-WALL END FITTING	1		\$ -
Middle Atlantic Products	OFRB-8	OVER FLOOR RACEWAY BASE	1		\$ -
Middle Atlantic Products	OFRBC-8	OVER FLR RCY BASE COVER	1		\$ -
SubTotal Courtroom # 6					\$ -
For Courtroom # 5					
Crestron	TSW-752-B-DMPS3_PAK	7" Touch Screen Package for DMPS3 Series, Black; Includes: TSW-752-B-S, TSW-750-TTK-B-S, & Preloaded Software	1		\$ -
Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	1		\$ -
Crestron	DMPS3-200-C	3-Series® DigitalMedia™ Presentation System 200	1		\$ -
BIAMP Systems	TesiraFORTÉ AVB VI	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 2 channel VoIP interface	1		\$ -
Shure	MX392/O	Omnidirectional - Condenser Boundary Microphone, Built-in Preamp, Attached 12' Unterminated Cable, Logic Functions, Programmable Switch and LED Indicator	3		\$ -
Shure	MX400SMP	Installed Shock Mount Preamplifier sold separately for MX405/10 mics, coverplate, 5-pin XLR (female connector included) Supports standard and light ring microphones	1		\$ -
Shure	MX410LP/S	10" Shock-Mounted Gooseneck, Supercardioid, less Preamplifier	1		\$ -
NEC PSP GOV'T/EDUCATION	E905	E905 - 90" LED LCD Public Display Monitor, 1920 x 1080 (FHD), 350 cd/m2 panel, Full bidirectional LAN/RS-232 Control, HDMI x2, DisplayPort, DVI-D, VGA, OPS Option Slot, Integrated 10W x 2 speakers, 3 year standard warranty, Stand not included.	1		\$ -
Chief Manufacturing	PDR2000B	LARGE DUAL ARM W/O INTERFACE	1		\$ -
Chief Manufacturing	PSBUB	UNIVERSAL PSB BLACK	1		\$ -
Lab.gruppen	992,292,011	E4:2 (2 x 200 / 200 / 200 / 200 W)	1		\$ -

Bid Pricing Form
Bid # 0116-084: Sessions Court Audio Visual
Hamilton County, TN

Manufacturer	Model	Description	Qty	Unit Price	Total Price
JBL	CONTROL 26CT	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	8		\$ -
Middle Atlantic Products	MFR-1227GE	12SP27D MOBILE F RACK GE	1		\$ -
Middle Atlantic Products	PD-915RV-RN	9 VERT OUTLET 15A RCKMT	1		\$ -
Amazon	SLM2008PT-NA	Cisco SG200-08P 8-port (4 Reg + 4 PoE) Gigabit PoE Smart Switch	1		\$ -
C2G	41,034	HDMI, VGA and 3.5mm Audio Pass Through Single Gang Wall Plate - Brushed Aluminum	2		\$ -
C2G	50,226	10ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	2		\$ -
C2G	50,227	15ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	1		\$ -
C2G	56,784	10ft High Speed HDMI® Cable with Ethernet for Chromebooks, Laptops, and TVs	2		\$ -
C2G	50,612	15ft High Speed HDMI® Cable with Ethernet	1		\$ -
C2G	40,303	1m High Speed HDMI® Cable with Ethernet (3.3ft)	1		\$ -
Middle Atlantic Products	OFR10IW	OFR IN-WALL END FITTING	1		\$ -
Middle Atlantic Products	OFRB-8	OVER FLOOR RACEWAY BASE	1		\$ -
Middle Atlantic Products	OFRBC-8	OVER FLR RCY BASE COVER	1		\$ -
SubTotal for Courtroom # 5					\$ -
For Courtrooms # 4, 3, and 1					
Crestron	TSW-752-B-DMPS3_PAK	7" Touch Screen Package for DMPS3 Series, Black; Includes: TSW-752-B-S, TSW-750-TTK-B-S, & Preloaded Software	3		\$ -
Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	3		\$ -
Crestron	DMPS3-200-C	3-Series® DigitalMedia™ Presentation System 200	3		\$ -
BIAMP Systems	TesiraFORTÉ AVB VI	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 2 channel VoIP interface	3		\$ -
Shure	MX392/O	Omnidirectional - Condenser Boundary Microphone, Built-in Preamp, Attached 12' Unterminated Cable, Logic Functions, Programmable Switch and LED Indicator	9		\$ -
Shure	MX400SMP	Installed Shock Mount Preamplifier sold separately for MX405/10 mics, coverplate, 5-pin XLR (female connector included) Supports standard and light ring microphones	3		\$ -
Shure	MX410LP/S	10" Shock-Mounted Gooseneck, Supercardioid, less Preamplifier	3		\$ -
Audix	M3W	Multi element pickup ceiling microphone in white finish.	6		\$ -
NEC PSP GOVT/EDUCATION	E905	E905 - 90" LED LCD Public Display Monitor, 1920 x 1080 (FHD), 350 cd/m2 panel, Full bidirectional LAN/RS-232 Control, HDMI x2, DisplayPort, DVI-D, VGA, OPS Option Slot, Integrated 10W x 2 speakers, 3 year standard warranty, Stand not included.	3		\$ -
Chief Manufacturing	PDR2000B	LARGE DUAL ARM W/O INTERFACE	3		\$ -
Chief Manufacturing	PSBUB	UNIVERSAL PSB BLACK	3		\$ -
Lab.gruppen	992,292,011	E4:2 (2 x 200 / 200 / 200 / 200 W)	3		\$ -
JBL	CONTROL 26CT	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	24		\$ -
Middle Atlantic Products	MFR-1227GE	12SP27D MOBILE F RACK GE	3		\$ -
Middle Atlantic Products	PD-915RV-RN	9 VERT OUTLET 15A RCKMT	3		\$ -
Amazon	SLM2008PT-NA	Cisco SG200-08P 8-port (4 Reg + 4 PoE) Gigabit PoE Smart Switch	3		\$ -
C2G	41,034	HDMI, VGA and 3.5mm Audio Pass Through Single Gang Wall Plate - Brushed Aluminum	6		\$ -
C2G	50,226	10ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	6		\$ -
C2G	50,227	15ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	3		\$ -
C2G	56,784	10ft High Speed HDMI® Cable with Ethernet for Chromebooks, Laptops, and TVs	6		\$ -
C2G	50,612	15ft High Speed HDMI® Cable with Ethernet	3		\$ -
C2G	40,303	1m High Speed HDMI® Cable with Ethernet (3.3ft)	3		\$ -
Middle Atlantic Products	OFR10IW	OFR IN-WALL END FITTING	3		\$ -
Middle Atlantic Products	OFRB-8	OVER FLOOR RACEWAY BASE	3		\$ -
Middle Atlantic Products	OFRBC-8	OVER FLR RCY BASE COVER	3		\$ -
SubTotal for Courtrooms # 4, 3, and 1					\$ -
Total					\$ -

Bid Pricing Form

Bid # 0116-084: Sessions Court Audio Visual
Hamilton County, TN

Manufacturer	Model	Description	Qty	Unit Price	Total Price
Please provide your estimated delivery date after receipt of order:					
Submitted By (Name):					
Company Name:					
Contact Phone Number:					



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. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

1/11/2016 7:56 AM Eastern

Solicitation Title: Audio Visual Equipment
 Number: 0116-084
 Bids Due: 1/21/2016 10:30:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/11/2016 7:55:49AM	Eastern	Linda Chumbler	0116-084 - Audio Visual Equipment	Invitation	Please click on the above solicitation number to access bid documents.	678	6

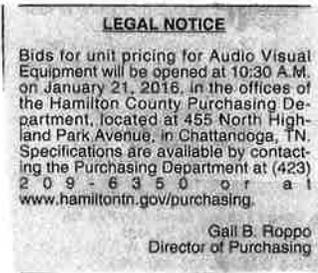
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Please run the attached ad on January 11, 2016, in the legal notices.

LEGAL NOTICE

Bids for unit pricing for Audio Visual Equipment will be opened at 10:30 A.M. on January 21, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Bid Pricing Form
Bid # 0116-084: Sessions Court Audio Visual
Hamilton County, TN

Audio Visual Equipment for Sessions Court January 11, 2016 10:30 A.M.

Manufacturer	Model	Description	Qty	Pro SVL, Inc.	Conference Technologies Inc.	Encore Broadcast Solutions	M3 Technology Group	Technical Innovation	Continental Film	Beacon Technologies	Insight Public Sector	The Integration Factory
For Courtroom # 6				Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Crestron	TSW-752-B-DMPS3_PAK	7" Touch Screen Package for DMPS3 Series, Black; Includes: TSW-752-B-S, TSW-750-TTK-B-S, & Preloaded Software	1	\$ 841.77	\$ 950.00	\$ 1,022.72	\$ 1,168.83	\$ 941.86	\$ 1,245.00	\$ 1,108.00	\$ 1,184.22	\$ 919.00
Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	1	\$ 841.77	\$ 950.00	\$ 1,136.36	\$ 1,168.83	\$ 941.86	\$ 1,218.00	\$ 1,108.00	\$ 1,316.08	\$ 720.00
Crestron	DMPS3-200-C	3-Series® DigitalMedia™ Presentation System 2	1	\$ 3,460.47	\$ 3,900.00	\$ 4,204.54	\$ 4,805.19	\$ 3,872.09	\$ 4,650.00	\$ 4,559.00	\$ 4,831.10	\$ 3,775.51
BIAMP Systems	TesiraFORTÉ AVB VI	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 2 channel VoIP interface	1	\$ 2,088.17	\$ 2,100.00	\$ 2,271.59	\$ 1,873.75	\$ 2,324.42	\$ 2,499.00	\$ 2,463.00	\$ 2,192.00	\$ 2,097.00
Shure	MX392/O	Omnidirectional - Condenser Boundary Microphone, Built-in Preamp, Attached 12' Underminated Cable, Logic Functions, Programmable Switch and LED Indicator	3	\$ 452.61	\$ 456.00	\$ 576.12	\$ 618.30	\$ 589.53	\$ 630.00	\$ 555.00	\$ 598.53	\$ 541.32
Shure	MX400SMP	Installed Shock Mount Preampifier sold separately for MX405/10 mics, coverplate, 5-pin XLR (female connector included) Supports standard and light ring microphones	1	\$ 75.87	\$ 76.00	\$ 96.59	\$ 103.66	\$ 98.84	\$ 115.00	\$ 100.00	\$ 104.89	\$ 94.74
Shure	MX410LP/S	10" Shock-Mounted Gooseneck, Supercardioid, less Preampifier	1	\$ 136.57	\$ 137.00	\$ 173.86	\$ 186.59	\$ 177.91	\$ 165.00	\$ 165.00	\$ 178.81	\$ 164.12
NEC PSP GOVT/ EDUCATION	E905	E905 - 90" LED LCD Public Display Monitor, 1920 x 1080 (FHD), 350 cd/m2 panel, Full bidirectional LAN/RS-232 Control, HDMI x2, DisplayPort, DVI-D, VGA, OPS Option Slot, Integrated 10W x 2 speakers, 3 year standard warranty, Stand not included.	1	\$ 7,434.97	\$ 7,680.00	\$ 8,775.00	\$ 8,721.11	\$ 7,788.37	\$ 7,460.00	\$ 9,350.00	\$ 8,270.14	\$ 7,657.00
Chief Manufacturing	PDR2000B	LARGE DUAL ARM W/O INTERFACE	1	\$ 494.97	\$ 437.00	\$ 496.36	\$ 538.91	\$ 482.51	\$ 495.00	\$ 525.00	\$ 529.46	\$ 413.27
Chief Manufacturing	PSBUB	UNIVERSAL PSB BLACK	1	\$ 101.57	\$ 89.00	\$ 100.90	\$ 105.45	\$ 98.09	\$ 125.00	\$ 105.00	\$ 108.68	\$ 84.70
Lab.gruppen	992,292,011	E4:2 (2 x 200 / 200 / 200 / 200 W)	1	\$ 519.97	\$ 526.00	\$ 567.04	\$ 567.61	\$ 534.22	\$ 679.00	\$ 645.00	\$ 729.69	\$ 509.18
JBL	CONTROL 26CT	Control 26C with Transformer. For use on a 70	8	\$ 890.96	\$ 992.00	\$ 963.84	\$ 1,178.08	\$ 997.92	\$ 1,360.00	\$ 1,280.00	\$ 3,018.24	\$ 865.60
Middle Atlantic Products	MFR-1227GE	12SP27D MOBILE F RACK GE	1	\$ 441.87	\$ 428.00	\$ 502.27	\$ 528.10	\$ 513.95	\$ 568.00	\$ 535.00	\$ 525.02	\$ 491.02
Middle Atlantic Products	PD-915RV-RN	9 VERT OUTLET 15A RCKMT	1	\$ 110.97	\$ 108.00	\$ 126.13	\$ 132.62	\$ 129.07	\$ 165.00	\$ 136.00	\$ 141.80	\$ 123.27
Amazon	SLM2008PT-NA	Cisco SG200-08P 8-port (4 Reg + 4 PoE) Gigabit PoE Smart Switch	1	\$ 129.17	\$ 132.00	\$ 139.71	\$ 141.32	\$ 181.93	\$ 170.00	\$ 125.00	\$ 118.11	\$ 127.45

Bid Pricing Form
Bid # 0116-084: Sessions Court Audio Visual
Hamilton County, TN

Manufacturer	Model	Description	Qty	Pro SVL, Inc.	Conference Technologies Inc.	Encore Broadcast Solutions	M3 Technology Group	Technical Innovation	Continental Film	Beacon Technologies	Insight Public Sector	The Integration Factory
For Courtroom # 6				Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
C2G	41,034	HDMI, VGA and 3.5mm Audio Pass Through Single Gang Wall Plate - Brushed Aluminum	2	\$ 63.34	\$ 56.00	\$ 67.66	\$ 73.98	\$ 69.72	\$ 96.00	\$ 96.00	\$ 77.82	\$ 67.30
C2G	50,226	10ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	2	\$ 28.34	\$ 28.00	\$ 30.04	\$ 34.54	\$ 34.04	\$ 50.00	\$ 70.00	\$ 47.98	\$ 31.76
C2G	50,227	15ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	1	\$ 19.97	\$ 18.00	\$ 20.09	\$ 22.06	\$ 22.76	\$ 32.00	\$ 48.00	\$ 28.03	\$ 20.28
C2G	56,784	10ft High Speed HDMI® Cable with Ethernet for Chromebooks, Laptops, and TVs	2	\$ 15.94	\$ 14.00	\$ 15.12	\$ 17.54	\$ 16.54	\$ 24.00	\$ 46.00	\$ 27.70	\$ 16.14
C2G	50,612	15ft High Speed HDMI® Cable with Ethernet	1	\$ 11.17	\$ 9.00	\$ 10.60	\$ 12.31	\$ 11.60	\$ 15.00	\$ 30.00	\$ 18.56	\$ 11.32
C2G	40,303	1m High Speed HDMI® Cable with Ethernet	1	\$ 4.57	\$ 5.00	\$ 4.97	\$ 5.05	\$ 4.99	\$ 7.00	\$ 12.00	\$ 11.97	\$ 5.00
Middle Atlantic Products	OFR10IW	OFR IN-WALL END FITTING	1	\$ 73.67	\$ 66.00	\$ 71.15	\$ 81.32	\$ 72.81	\$ 125.00	\$ 78.28	\$ 83.50	\$ 70.00
Middle Atlantic Products	OFRB-8	OVER FLOOR RACEWAY BASE	1	\$ 9.37	\$ 53.00	\$ 10.64	\$ 10.36	\$ 9.28	\$ 198.00	\$ 85.12	\$ 83.85	\$ 9.00
Middle Atlantic Products	OFRBC-8	OVER FLR RCY BASE COVER	1	\$ 29.97	\$ 43.00	\$ 28.88	\$ 33.01	\$ 29.56	\$ 490.00	\$ 271.12	\$ 275.79	\$ 28.00
SubTotal Courtroom # 6				\$ 18,278.02	\$ 19,253.00	\$ 21,412.18	\$ 22,128.52	\$ 19,943.87	\$ 22,581.00	\$ 23,495.52	\$ 24,501.97	\$ 18,841.98
For Courtroom # 5												
Crestron	TSW-752-B-DMPS3_PAK	7" Touch Screen Package for DMPS3 Series, Black; Includes: TSW-752-B-S, TSW-750-TTK-B-S, & Preloaded Software	1	\$ 841.77	\$ 950.00	\$ 1,022.72	\$ 1,168.83	\$ 941.86	\$ 1,245.00	\$ 1,108.00	\$ 1,184.22	\$ 919.00
Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	1	\$ 841.77	\$ 950.00	\$ 1,136.36	\$ 1,168.83	\$ 941.86	\$ 1,218.00	\$ 1,108.00	\$ 1,316.08	\$ 720.00
Crestron	DMPS3-200-C	3-Series® DigitalMedia™ Presentation System 2	1	\$ 3,460.47	\$ 3,900.00	\$ 4,204.54	\$ 4,805.19	\$ 3,872.09	\$ 4,650.00	\$ 4,559.00	\$ 4,831.10	\$ 3,775.51
BIAMP Systems	TesiraFORTÉ AVB VI	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 2 channel VoIP interface	1	\$ 2,088.17	\$ 2,100.00	\$ 2,271.59	\$ 1,873.75	\$ 2,324.42	\$ 2,499.00	\$ 2,463.00	\$ 2,192.00	\$ 2,097.00
Shure	MX392/O	Omnidirectional - Condenser Boundary Microphone, Built-in Preamp, Attached 12' Unterminated Cable, Logic Functions, Programmable Switch and LED Indicator	3	\$ 452.61	\$ 456.00	\$ 576.12	\$ 618.30	\$ 589.53	\$ 630.00	\$ 555.00	\$ 598.53	\$ 541.32
Shure	MX400SMP	Installed Shock Mount Preamp sold separately for MX405/10 mics, coverplate, 5-pin XLR (female connector included) Supports standard and light ring microphones	1	\$ 75.87	\$ 76.00	\$ 96.59	\$ 103.66	\$ 98.84	\$ 115.00	\$ 100.00	\$ 104.89	\$ 94.74
Shure	MX410LP/S	10" Shock-Mounted Gooseneck, Supercardioid, less Preamplifier	1	\$ 136.57	\$ 137.00	\$ 173.86	\$ 186.59	\$ 177.91	\$ 165.00	\$ 165.00	\$ 178.81	\$ 164.12

Bid Pricing Form
Bid # 0116-084: Sessions Court Audio Visual
Hamilton County, TN

Manufacturer	Model	Description	Qty	Pro SVL, Inc.	Conference Technologies Inc.	Encore Broadcast Solutions	M3 Technology Group	Technical Innovation	Continental Film	Beacon Technologies	Insight Public Sector	The Integration Factory
For Courtroom # 6				Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
NEC PSP GOVT/EDUCATION	E905	E905 - 90" LED LCD Public Display Monitor, 1920 x 1080 (FHD), 350 cd/m2 panel, Full bidirectional LAN/RS-232 Control, HDMI x2, DisplayPort, DVI-D, VGA, OPS Option Slot, Integrated 10W x 2 speakers, 3 year standard warranty, Stand not included.	1	\$ 7,434.97	\$ 7,680.00	\$ 8,775.00	\$ 8,721.11	\$ 7,788.37	\$ 7,460.00	\$ 9,350.00	\$ 8,270.14	\$ 7,657.00
Chief Manufacturing	PDR2000B	LARGE DUAL ARM W/O INTERFACE	1	\$ 494.97	\$ 437.00	\$ 496.36	\$ 538.91	\$ 482.51	\$ 495.00	\$ 525.00	\$ 529.46	\$ 413.27
Chief Manufacturing	PSBUB	UNIVERSAL PSB BLACK	1	\$ 101.57	\$ 89.00	\$ 100.90	\$ 105.45	\$ 98.09	\$ 125.00	\$ 105.00	\$ 108.68	\$ 84.70
Lab.gruppen	992,292,011	E4:2 (2 x 200 / 200 / 200 / 200 W)	1	\$ 519.97	\$ 526.00	\$ 567.04	\$ 567.61	\$ 534.22	\$ 679.00	\$ 645.00	\$ 729.69	\$ 509.18
JBL	CONTROL 26CT	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	8	\$ 890.96	\$ 992.00	\$ 963.84	\$ 1,178.08	\$ 997.92	\$ 1,360.00	\$ 1,280.00	\$ 3,018.24	\$ 865.60
Middle Atlantic Products	MFR-1227GE	12SP27D MOBILE F RACK GE	1	\$ 441.87	\$ 428.00	\$ 502.27	\$ 528.10	\$ 513.95	\$ 568.00	\$ 535.00	\$ 525.02	\$ 491.02
Middle Atlantic Products	PD-915RV-RN	9 VERT OUTLET 15A RCKMT	1	\$ 110.97	\$ 108.00	\$ 126.13	\$ 132.62	\$ 129.07	\$ 165.00	\$ 136.00	\$ 141.80	\$ 123.27
Amazon	SLM2008PT-NA	Cisco SG200-08P 8-port (4 Reg + 4 PoE) Gigabit PoE Smart Switch	1	\$ 129.17	\$ 132.00	\$ 139.71	\$ 141.32	\$ 181.93	\$ 170.00	\$ 125.00	\$ 118.11	\$ 127.45
C2G	41,034	HDMI, VGA and 3.5mm Audio Pass Through Single Gang Wall Plate - Brushed Aluminum	2	\$ 63.34	\$ 56.00	\$ 67.66	\$ 73.98	\$ 69.72	\$ 96.00	\$ 96.00	\$ 77.82	\$ 67.30
C2G	50,226	10ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	2	\$ 28.34	\$ 28.00	\$ 30.04	\$ 34.54	\$ 34.04	\$ 50.00	\$ 70.00	\$ 47.98	\$ 31.76
C2G	50,227	15ft Select VGA + 3.5mm Stereo Audio A/V Cable M/M - In-Wall CMG-Rated	1	\$ 19.97	\$ 18.00	\$ 20.09	\$ 22.06	\$ 22.76	\$ 32.00	\$ 48.00	\$ 28.03	\$ 20.28
C2G	56,784	10ft High Speed HDMI® Cable with Ethernet for Chromebooks, Laptops, and TVs	2	\$ 15.94	\$ 14.00	\$ 15.12	\$ 17.54	\$ 16.54	\$ 24.00	\$ 46.00	\$ 27.70	\$ 16.14
C2G	50,612	15ft High Speed HDMI® Cable with Ethernet	1	\$ 11.17	\$ 9.00	\$ 10.60	\$ 12.31	\$ 11.60	\$ 15.00	\$ 30.00	\$ 18.56	\$ 11.32
C2G	40,303	1m High Speed HDMI® Cable with Ethernet	1	\$ 4.57	\$ 5.00	\$ 4.97	\$ 5.05	\$ 4.99	\$ 7.00	\$ 12.00	\$ 11.97	\$ 5.00
Middle Atlantic Products	OFR10IW	OFR IN-WALL END FITTING	1	\$ 73.67	\$ 66.00	\$ 71.15	\$ 81.32	\$ 72.81	\$ 125.00	\$ 78.28	\$ 83.50	\$ 70.00
Middle Atlantic Products	OFRB-8	OVER FLOOR RACEWAY BASE	1	\$ 9.37	\$ 53.00	\$ 10.64	\$ 10.36	\$ 9.28	\$ 198.00	\$ 85.12	\$ 83.85	\$ 9.00
Middle Atlantic Products	OFRBC-8	OVER FLR RCY BASE COVER	1	\$ 29.97	\$ 43.00	\$ 28.88	\$ 33.01	\$ 29.56	\$ 490.00	\$ 271.12	\$ 275.79	\$ 28.00
SubTotal for Courtroom # 5				\$ 18,278.02	\$ 19,253.00	\$ 21,412.18	\$ 22,128.52	\$ 19,943.87	\$ 22,581.00	\$ 23,495.52	\$ 24,501.97	\$ 18,841.98
For Courtrooms # 4, 3, and 1												

Bid Pricing Form
Bid # 0116-084: Sessions Court Audio Visual
Hamilton County, TN

Manufacturer	Model	Description	Qty	Pro SVL, Inc.	Conference Technologies Inc.	Encore Broadcast Solutions	M3 Technology Group	Technical Innovation	Continental Film	Beacon Technologies	Insight Public Sector	The Integration Factory
For Courtroom # 6				Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Crestron	TSW-752-B-DMPS3_PAK	7" Touch Screen Package for DMPS3 Series, Black; Includes: TSW-752-B-S, TSW-750-TTK-B-S, & Preloaded Software	3	\$ 2,525.31	\$ 2,850.00	\$ 3,068.16	\$ 3,506.49	\$ 2,825.58	\$ 3,735.00	\$ 3,324.00	\$ 3,552.66	\$ 2,757.00
Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	3	\$ 2,525.31	\$ 2,850.00	\$ 3,409.08	\$ 3,506.49	\$ 2,825.58	\$ 3,654.00	\$ 3,324.00	\$ 3,948.24	\$ 2,160.00
Crestron	DMPS3-200-C	3-Series® DigitalMedia™ Presentation System 2	3	\$ 10,381.41	\$ 11,700.00	\$ 12,613.62	\$ 14,415.57	\$ 11,616.27	\$ 13,950.00	\$ 13,677.00	\$ 14,493.30	\$ 11,326.53
BIAMP Systems	TesiraFORTÉ AVB VI	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 2 channel VoIP interface	3	\$ 6,264.51	\$ 6,300.00	\$ 6,814.77	\$ 5,621.25	\$ 6,973.26	\$ 7,497.00	\$ 7,389.00	\$ 6,576.00	\$ 6,291.00
Shure	MX392/O	Omnidirectional - Condenser Boundary Microphone, Built-in Preamp, Attached 12' Underminated Cable, Logic Functions, Programmable Switch and LED Indicator	9	\$ 1,357.83	\$ 1,368.00	\$ 1,728.36	\$ 1,854.90	\$ 1,768.59	\$ 1,890.00	\$ 1,665.00	\$ 1,795.59	\$ 1,623.96
Shure	MX400SMP	Installed Shock Mount Preampifier sold separately for MX405/10 mics, coverplate, 5-pin XLR (female connector included) Supports standard and light ring microphones	3	\$ 227.61	\$ 228.00	\$ 289.77	\$ 310.98	\$ 296.52	\$ 345.00	\$ 300.00	\$ 314.67	\$ 284.22
Shure	MX410LP/S	10" Shock-Mounted Gooseneck, Supercardioid, less Preampifier	3	\$ 409.71	\$ 411.00	\$ 521.58	\$ 559.77	\$ 533.73	\$ 495.00	\$ 495.00	\$ 536.43	\$ 492.36
Audix	M3W	Multi element pickup ceiling microphone in white finish.	6	\$ 4,843.02	\$ 4,152.00	\$ 5,290.86	\$ 4,929.36	\$ 5,419.20	\$ 5,100.00	\$ 5,760.00	\$ 8,337.36	\$ 4,118.28
NEC PSP GOVT/EDUCATION	E905	E905 - 90" LED LCD Public Display Monitor, 1920 x 1080 (FHD), 350 cd/m2 panel, Full bidirectional LAN/RS-232 Control, HDMI x2, DisplayPort, DVI-D, VGA, OPS Option Slot, Integrated 10W x 2 speakers, 3 year standard warranty, Stand not included.	3	\$ 22,304.91	\$ 23,040.00	\$ 26,325.00	\$ 26,163.33	\$ 23,365.11	\$ 22,380.00	\$ 28,050.00	\$ 24,810.42	\$ 22,971.00
Chief Manufacturing	PDR2000B	LARGE DUAL ARM W/O INTERFACE	3	\$ 1,484.91	\$ 1,311.00	\$ 1,489.08	\$ 1,616.73	\$ 1,447.53	\$ 1,485.00	\$ 1,575.00	\$ 1,588.38	\$ 1,239.81
Chief Manufacturing	PSBUB	UNIVERSAL PSB BLACK	3	\$ 304.71	\$ 267.00	\$ 302.70	\$ 316.35	\$ 294.27	\$ 375.00	\$ 315.00	\$ 326.04	\$ 254.10
Lab.gruppen	992,292,011	E4:2 (2 x 200 / 200 / 200 / 200 W)	3	\$ 1,559.91	\$ 1,578.00	\$ 1,701.12	\$ 1,702.83	\$ 1,602.66	\$ 2,037.00	\$ 1,935.00	\$ 2,189.07	\$ 1,527.54
JBL	CONTROL 26CT	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	24	\$ 2,672.88	\$ 2,976.00	\$ 2,891.52	\$ 3,534.24	\$ 2,993.76	\$ 4,080.00	\$ 3,840.00	\$ 9,054.72	\$ 2,596.80
Middle Atlantic Products	MFR-1227GE	12SP27D MOBILE F RACK GE	3	\$ 1,325.61	\$ 1,284.00	\$ 1,506.81	\$ 1,584.30	\$ 1,541.85	\$ 1,704.00	\$ 1,605.00	\$ 1,575.06	\$ 1,473.06
Middle Atlantic Products	PD-915RV-RN	9 VERT OUTLET 15A RCKMT	3	\$ 332.91	\$ 324.00	\$ 378.39	\$ 397.86	\$ 387.21	\$ 495.00	\$ 408.00	\$ 425.40	\$ 369.81



Hamilton County Board of Commissioners

RESOLUTION

No. 216-34

A RESOLUTION APPROVING THE QUOTATION OF TECHNICAL INNOVATIONS FOR PROFESSIONAL COMPUTER/SOFTWARE CONSULTING SERVICES FOR DESIGN AND FIELD ENGINEERING AND INSTALLATION OF AUDIO VISUAL EQUIPMENT AMOUNTING TO \$51,794.10 FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT ON BEHALF OF THE SESSIONS COURT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quote was received from Technical Innovations for professional computer/software consulting services to design engineer and install audio visual equipment for the Information Technology Services Department on behalf of the Sessions Court; and,

WHEREAS, the quotation from Technical Innovations amounting to \$51,794.10 was considered to be reasonable; and,

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

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

That the quotation of Technical Innovations for professional computer/software consulting services for design and field engineering and installation of the audio visual equipment amounting to \$51,794.10 for the Information Technology Services Department on behalf of the Sessions Court is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date



Presentation Technology Solutions

Hamilton County Courts
Bart McKinney

Audio Visual Proposal

Date: 02/05/16
Reference #: T08973

Account Representative:
Greg Blandford
Phone: (615) 515-3447
Fax: (615) 244 - 1031
Mobile: (615) 482-0026
E-Mail: gblandford@technical-innovation.com

Re: Courtroom Professional Services

#	Qty	Manufacturer	Model Number	Description	Unit Price	Ext. Price
1				Courtroom # 6		
2	1	Design & Field Engineering	ENGINEERING	Includes system design, testing/setting of system, etc.	\$1,200.15	\$1,200.15
3	1	System Programming	PROGRAMMING	Includes all programming of the control system to provide a finished product of controlling your A/V System.	\$1,213.20	\$1,213.20
4	1	Project Management	PROJECT MANAGEMENT	Includes all required construction and installation coordination.	\$566.00	\$566.00
5	1	Off Site Integration	PRE-INSTALL	Includes all fabrication, modification, assembly, rack wiring, etc. prior to on-site installation.	\$889.70	\$889.70
6	1	Field Installation	INSTALLATION	Includes all on-site installation, wiring, coordination, supervision, testing, and system check-out.	\$2,330.34	\$2,330.34
7	1	Training & Documentation	TRAINING	System operational training for normal usage and trouble-shooting. This includes a Quick Reference Guide and project as-built documentation delivered on a CD.	\$243.10	\$243.10



1449 Donelson Pike, Nashville, TN 37217

#	Qty	Manufacturer	Model Number	Description	Unit Price	Ext. Price
8	1	Hardware	HARDWARE	Includes cabling, connectors, labeling, unistrut, vented plates, terminal strips, lacing bars, etc.	\$1,541.33	\$1,541.33
9	1	Tech Ops	*SVC-SLV	One-Year on-site maintenance contract, parts- including product manufacturer management; labor- including exclusive Toll Free line for 2-Hour call back time and unlimited 2- Day On Site Emergency Service (Business hours, Mon.-Fri) and 1 scheduled preventative maintenance.	\$1,500.00	\$1,500.00
10				SubTotal Courtroom # 5		\$9,483.82
11	1	Design & Field Engineering	ENGINEERING	Includes system design, testing/setting of system, etc.	\$1,200.15	\$1,200.15
12	1	System Programming	PROGRAMMING	Includes all programming of the control system to provide a finished product of controlling your AV System.	\$1,213.20	\$1,213.20
13	1	Project Management	PROJECT MANAGEMENT	Includes all required construction and installation coordination.	\$566.00	\$566.00
14	1	Off Site Integration	PRE-INSTALL	Includes all fabrication, modification, assembly, rack wiring, etc. prior to on-site installation.	\$889.70	\$889.70
15	1	Field Installation	INSTALLATION	Includes all on-site installation, wiring, coordination, supervision, testing, and system check-out.	\$2,330.34	\$2,330.34
16	1	Training & Documentation	TRAINING	System operational training for normal usage and trouble-shooting. This includes a Quick Reference Guide and project as-built documentation delivered on a CD.	\$243.10	\$243.10
17	1	Hardware	HARDWARE	Includes cabling, connectors, labeling, unistrut, vented plates, terminal strips, lacing bars, etc.	\$1,541.33	\$1,541.33
18	1	Tech Ops	*SVC-SLV	One-Year on-site maintenance contract, parts- including product manufacturer management; labor- including exclusive Toll Free line for 2-Hour call back time and unlimited 2- Day On Site Emergency Service (Business hours, Mon.-Fri) and 1 scheduled preventative maintenance.	\$1,500.00	\$1,500.00
19				SubTotal Sessions Courtrooms # 4-3-1		\$9,483.82



1449 Donelson Pike, Nashville, TN 37217

#	Qty	Manufacturer	Model Number	Description	Unit Price	Ext. Price
20	3	Design & Field Engineering	ENGINEERING	Includes system design, testing/setting of system, etc.	\$1,200.15	\$3,600.45
21	3	System Programming	PROGRAMMING	Includes all programming of the control system to provide a finished product of controlling your A/V System.	\$1,213.20	\$3,639.60
22	3	Project Management	PROJECT MANAGEMENT	Includes all required construction and installation coordination.	\$566.00	\$1,698.00
23	3	Off Site Integration	PRE-INSTALL	Includes all fabrication, modification, assembly, rack wiring, etc. prior to on-site installation.	\$889.70	\$2,669.10
24	3	Field Installation	INSTALLATION	Includes all on-site installation, wiring, coordination, supervision, testing, and system check-out.	\$2,455.34	\$7,366.02
25	3	Training & Documentation	TRAINING	System operational training for normal usage and trouble-shooting. This includes a Quick Reference Guide and project as-built documentation delivered on a CD.	\$243.10	\$729.30
26	3	Hardware	HARDWARE	Includes cabling, connectors, labeling, unistrut, vented plates, terminal strips, lacing bars, etc.	\$1,541.33	\$4,623.99
27	3	Tech Ops	*SVC-SLV	One-Year on-site maintenance contract, parts- including product manufacturer management; labor- including exclusive Toll Free line for 2-Hour call back time and unlimited 2- Day On Site Emergency Service (Business hours, Mon.-Fri) and 1 scheduled preventative maintenance.	\$1,500.00	\$4,500.00
28	1	Travel & Expenses	TRAVEL	Travel costs and per diem expenses	\$4,000.00	\$4,000.00

SubTotal \$28,826.46

SubTotal	\$51,794.10
Sales Tax	\$0.00
Total	\$51,794.10



1449 Donelson Pike, Nashville, TN 37217



Hamilton County Board of Commissioners RESOLUTION

No. 216-35

A RESOLUTION ACCEPTING THE BID OF STAFFORD-SMITH, INC. FOR THREE (3) PRISONER TRAY TRANSPORT SERVER CABINETS AMOUNTING TO \$15,591.00 FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for three (3) prisoner tray transport server cabinets for the Sheriff’s Office; and,

WHEREAS, the bid from Stafford-Smith, Inc. amounting to \$15,591.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Stafford-Smith, Inc. for three (3) prisoner tray transport server cabinets amounting to \$15,591.00 for the Sheriff’s Office 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

February 17, 2016

Date

BID SPECIFICATIONS

1. STATEMENT OF INTENT

Hamilton County, Tennessee is soliciting sealed bids for three (3) prisoner tray transport and server cabinets for the Hamilton County Jail (Guarded Heat "PTS-6060" or equal) as per the minimum specifications which follow. The attached specifications (see Bid Specifications and Response Form) have been written to define the minimum acceptable standards allowed for this bid. The County will only consider bids that meet or exceed these specifications.

2. APPLICATION

The cabinets will be used to serve food to prisoners in the Hamilton County Jail.

3. BID SUBMISSIONS REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on January 26, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# -0116-088: Food Warming Equipment". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0116-088: Food Warming Equipment from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

4. COMPLETION OF THE ATTACHED BID RESPONSE FORM

Submit your bid as specified on the attached "Detailed Bid Specifications and Bid Response Form". All prices shall be displayed on a unit price basis. Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response.

5. COMPLETION OF THE AUTHORIZATION TO BIND FORM

Please complete and sign the attached "Authorization to Bind" form.

6. CONTACTS

Questions concerning bid specifications should be directed to:

Lt. Slaughter
Phone: 23-209-7131
Email: TSlaughter@hcsheff.gov
or
Lt. Wildes
Phone: 423-209-7698
Email: JWildes@hcsheff.gov

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
(423) 209-6353
LindaC@HamiltonTN.gov

7. DELIVERY

Shipping/delivery charges are to be included in your bid pricing to:

Hamilton County Sheriff's Office
Jail
601 Walnut Street
Chattanooga, TN 37402

7. ATTACHMENTS

- Detailed Bid Specifications and Bid Response Form
- Hamilton County General Terms & Conditions
- Authorization to Bind

DETAILED BID SPECIFICATIONS AND BID RESPONSE FORM

I. DETAILED BID SPECIFICATIONS

Items found in this section set forth the County’s minimum expectations for the food warming prisoner tray transport and serve cabinets sought through this bid document. Please respond as instructed. Please indicate to what extent your proposed equipment meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column.

A. Specifications

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Correctional features suited for minimum to maximum security environments.			
Guarded Heat PTS Series (or equal)			
Heated, insulated, stainless steel construction			
18 gauge stainless steel exterior			
Tamper proof controls			
Welded s/s tray racks, 3”OC			
Overall Dimension 62.5”H x 29.25”D x 48.5”W			
Doors: Two (2) with stainless steel heavy-duty hinges and tamper proof screws			
Casters Size: 6” heavy duty			
Holds 60 – 10x14 or 60 15.5x11.5 compartment trays			
Tamper proof access, heavy duty push bars and full bumpers			
120v/50/60/ 1-ph, 13.75 amps, 165w, NEMA 5-15P			
Warranty: One (1) year parts and six (6) months labor			

II. PROPOSED EQUIPMENT

Please provide the information below regarding the equipment you are bidding. **Please attach detailed manufacturers specification sheet on the equipment.**

A. Brand Name: _____

B. Manufacturer: _____

C. Model Number: _____

III. PRICING

Please provide both the cost per unit and the total costs of the three (3) Prisoner Tray Transport & Server Cabinets you are proposing. Any and all shipping and handling charges, if applicable, must be included at time of bid.

A. Unit Price: _____ Extended Price: _____

B. Shipping and handling, if applicable: _____

C. Total Bid Price: _____

BID SUBMITTED BY:

Company Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

- 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. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

1/15/2016 8:26 AM Eastern

Solicitation Title: Food Warming Equipment
 Number: 0116-088
 Bids Due: 1/26/2016 11:00:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/15/2016 8:25:56AM	Eastern	Linda Chumbler	0116-088 - Food Warming Equipment	Invitation	Please click on the above solicitation number to access bid documents.	90	1

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Please run the attached ad on January 15, 2016, in the legal notices.

LEGAL NOTICE

Bids for three (3) prisoner tray transport /server cabinets will be opened at 11:00 A.M. on January 26, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(3) Prisoner Tray Transport/Server Cabinets
 January 26, 2016

Sheriff's Department
 11:00 A.M.

Vendors:	Stafford-Smith	Katom	Boelter	Cooks	Great Lakes	Sam Tell	Douglass	Thompson
	Inc.	Restaurant	Direct	Direct	Hotel	& Son, Inc.	Equipment	& Little
		Supply, Inc.	South	Inc.	Supply Co.			Inc.
Total Bid Price:	\$15,591.00	\$16,122.00	\$16,352.22	\$17,256.00	\$18,000.00	\$18,500.01	\$18,575.76	\$18,618.36
Each Price:	\$5,197.00	\$5,292.00	\$5,450.74	\$5,752.00	\$6,000.00	\$6,166.67	\$6,191.92	\$6,206.12
Shipping:	Included	\$245.00	Included	Included	Included	Included	Included	Included
Delivery:	30 days ARO	3-4 wks ARO	3-4 wks ARO	3-4 wks ARO	21-28 days	30 days ARO	35 days ARO	3-4 weeks
Terms:	Net 30		Net 30					

Request for Bids:	
Newspaper Ad:	01/15/16
Vendor Notification:	90
Vendor Response:	9
Budgeted:	SCAPP Grant

Submitted a bid, but did not meet specs:
 JonesZylon Company, LLC



Hamilton County Board of Commissioners RESOLUTION

No. 216-36

A RESOLUTION ACCEPTING THE BID OF BUMPUS HARLEY-DAVIDSON OF MURFREESBORO FOR ONE (1) POLICE MOTORCYCLE AMOUNTING TO \$17,092.00 FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) police motorcycle for the Sheriff’s Office; and,

WHEREAS, the bid from Bumpus Harley-Davidson of Murfreesboro amounting to \$17,092.00 was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Bumpus Harley-Davidson of Murfreesboro for one (1) police motorcycle amounting to \$17,092.00 for the Sheriff’s Office 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

February 17, 2016

Date

Specifications

Hamilton County, Tennessee is soliciting bids for one (1) 2016 Harley-Davidson® FLHTP Electra Glide® Police Motorcycle for the Hamilton County Sheriff's Office. All prices must include shipping/delivery to the Sheriff's Office, West Annex located at 6233 Dayton Blvd., Hixson, Tennessee 37343.

BID SUBMISSION REQUIREMENTS

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

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID # 0116-091: Police Motorcycle". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0116-091: Police Motorcycle from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

CONTACTS:

Questions regarding product specifications should be directed to Captain Lynn Triplett, Hamilton County Sheriff's Office at (423) 209-8900 (office) or 423-443-2566 (cell).

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

Introduction

The intent of these specifications is to describe the Harley-Davidson® FLHTP (Ducted Fairing with Windshield) Electra Glide® Solo Law Enforcement Motorcycle to be used by the Hamilton County Sheriff's Office. Items found in this section set forth the County's minimum expectations for the fleet motorcycle. These specifications describe the mechanical and comfort requirements for the FLHTP solo law enforcement motorcycle. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed equipment meets each of the specifications listed below by placing an "X" in either the "MEETS OR EXCEEDS" or "DOES NOT MEET" column. If your equipment does not meet any specification, please explain using the comments column. All proposed FLHTP motorcycles to be in full compliance with specifications listed below. The Authorization To Bind form must be returned with bid. No substitutions will be accepted on this bid.

Note: No substitutions will be accepted.

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Engine			
A piston displacement of not less than 1690 cc OHV Twin Cam 103® Vibration Isolated V-Twin, air-cooled, equipped with OE standard oil cooler, two cylinders with overhead valves and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.			
Powertrain deluxe chrome group designed for low maintenance: Black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.			
Compression ratio: 9:7:1			
Electronic Sequential Port Fuel Injection System (ESPFI)			
Chain Drive Twin Cams			
Hydraulic Lifters requiring no maintenance services adjustments			
Clutch/Transmission			
Clutch shall be of the latest multiple nine (9) plate design, wet.			
Hydraulically Actuated Clutch system			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Clutch/Transmission (cont.)			
Transmission to be of latest design, manual type, with not less than six (6) forward speeds.			
Clutch disengage for starter motor operation			
Primary Drive, double-row chain, 34/46 ratio			
Greaseless shifter shaft with “anti-vibration” rubber spacers			
Gear Ratios: 1 st 9.593 2 nd 6.650 3 rd 4.938 4 th 4.000 5 th 3.407 6 th 2.875			
Brakes			
Hydraulic Disc brakes for both front and rear wheels			
Front brake having dual 11.81 inch diameter floating discs			
Rear brake shall be single disc			
Brakes shall be relatively free of heat fade			
Calipers – 4 Piston			
Uniform expanding rotors			
Suspension			
Motorcycle shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.			
49 mm telescopic front forks			
Rear air-adjustable shocks			
Rear suspension swing arm bearings shall require no lubrication for the life of the motorcycle			

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Wheels/Tires			
Black Impeller™ Disc Cast Aluminum wheels, rim material to be impermeable to compressed air			
Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement			
Bead-retention tires designed to remain on wheel during sudden loss of pressure			
Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km)			
Fuel Tank			
Fuel tank to have a capacity of six (6) U.S. gallons (or 22.71 liters).			
Must provide a minimum of 1 gallon (3.8L) reserve fuel capacity when main supply is exhausted			
Electric fuel pump			
Electrical System			
Electrical system shall be nominal 12-volt			
Battery: Sealed, heavy-duty maintenance-free, 12 volt, minimum rated capacity – 28 amp hours (Battery Council International rating), 270 cold cranking amps			
Ignition: Non-waste spark, alpha control			
Charging System: Three-phase, 50 amp high output alternator, solid state regulator			
Connectors: Industrial grade throughout, provided with electrical accessory connection			
Hand Controls: Water-resistant, integrated switches			
Starting System: 12-volt starter, solenoid operated engagement, relay required			
Horn: Sound level audible above motorcycle and traffic generated noise			

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Lighting			
Daymaker™ LED Headligh			
Front Emergency Lamps PA36, Style LED Blue			
Tail light			
Turn Signals, self-canceling system			
Flashers, four-way integrated into turn signal switches			
License plate lighting with two blue marker lamps			
Front (Amber and Rear (Red) LED Fender Tip Lights			
Visual Displays			
Speedometer: Analog speedometer, range 0-120 (or kph equivalent)			
Two (2) re-settable trip meters			
Speed Capture with Digital Speed Display			
Gear Indicator			
Odometer Calibrated, cumulative			
Tackometer, Analog			
Fuel level gauge			
Emergency light Activation indicator, separate indicators for front and rear emergency lights			
Stealth Mode indicator – if activated			
Cruise Control indicator			
Sight glass on brake master cylinders			
Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit			
Turn Signal Indicator			
Hazard-Warning Lights Indicator			
Neutral Indicator			

SPECIFICATIONS-MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Visual Displays (cont.)			
High Beam Indicator			
Low Oil Pressure Indicator			
Voltmeter			
Engine Diagnostic Light			
ABS Indicator Lamp			
Feature Requirements			
Seat: Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system			
Cruise Control – OE standard			
Stealth Mode – optional activation			
Power ON for emergency equipment for 30 minutes with ignition OFF			
Analog and Digital Speed Display with Speed Capture feature			
Gear Indicator			
Side Stand: Jiffy Stand with electronic disengage to prevent drive off with jiffy stand deployed			
Foot Boards, Pivoting type with non-skid rubber pads			
Guards: Front engine guard bar and rear saddlebag guard bars			
Saddlebags: Factory installed, law enforcement type injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches			
Final belt drive, with a rubber isolated 68 tooth rear drive sprocket			
Running Order 826 lbs. (375.5 kg)			
Dry Weight: 791 lbs (359 kg)			

SPECIFICATION – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Feature Requirements (cont.)			
Windshield: Constructed of clear polycarbonate, designed to break away with minimal force			
Mirrors: Two (2) long stem true image mirrors			
Key: One key fits all locks			
Wheelbase: 64 inches (1625mm)			
Laden Seat Height: 27.3 in (695 mm)			
Gross Vehicle Weight Rating: 1360 lbs. (617 kg)			
Dry Weight: 791 lbs (359 kg)			
Service Internals: 1 st 1000 miles then every 5000 miles thereafter			
Warranty: 24 months unlimited mileage			
Include Manufacturer's warranty information			

Note: All equipment to be delivered to the following address:

**Hamilton County Sheriff's Office
 West Annex
 6233 Dayton Blvd.
 Hixson, TN 37343**

Please contact Sgt. Mark Williams to arrange delivery date and time at (423)209-8935 or (423)443-2573

Pricing Sheet

The bid is for one (1) 2016 Harley-Davidson® FLHTP Electra Glide® Solo Law Enforcement Motorcycle.

Total Bid Price: _____

Make & Model: _____

Company Name: _____

By: _____

Phone: _____

Email: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initiated 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. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **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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Logged in as: lindac@mail.hamiltontn.gov
Role: Client

- Home**
 - Solicitations**
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- Setup
 - Events
 - Categories
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 - Questions
 - Bidders
 - Bids
 - Log

Solicitation - Log

1/22/2016 10:06 AM Eastern

Solicitation Title: Harley Davidson Law Enforcement Motorcycle
 Number: 0116-091
 Bids Due: 2/01/2016 10:30:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="1"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/22/2016 10:05:57AM	Eastern	Linda Chumbler	0116-091 - Harley Davidson Law Enforcement Motorcycle	Invitation	Please click on the above solicitation number to access bid documents.	191	0

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Please run the attached ad on January 22, 2016, in the legal notices.

LEGAL NOTICE

Bids for one (1) Harley Davidson Law Enforcement Motorcycle will be opened at 10:30 A.M. on February 1, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(1) Police Motorcycle
February 1, 2016

Sheriff's Department
10:30 A.M.

Vendors:	Bumpus Harley
	Davidson of
	Murfreesboro
Total Bid Price:	\$17,092.00
Delivery:	60 days
Terms:	upon delivery

Request For Bids:	
Newspaper Ad:	1/22/2016
Vendor Notification:	191
Vendor Response:	1
Budgeted	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 216-37

A RESOLUTION APPROVING THE PURCHASE OF FLU VACCINE FROM NOVARTIS, SANOFI-PASTEUR, McKESSON MED-SURG MN SUPPLY AT STATEWIDE CONTRACT PRICING AND, IF NECESSARY, OTHER FIRMS AT THE LOWEST AND BEST AVAILABLE PRICING QUOTE FOR THE HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, State contract pricing has been quoted from the only sources, GSK, ASD, Novartis, Sanofi Pasteur, CSL /Merck, MedImmune, McKesson MedSurg MN Supply and FFF Enterprises currently having FDA approved flu vaccine for the upcoming season; and

WHEREAS, the Health Department has determined that vaccine purchases from these firms and others that may offer the vaccine as the influenza season approaches may be required in order to ensure a timely and adequate supply of influenza vaccine for Hamilton County citizenry; 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 flu vaccine from Novartis, Sanofi-Pasteur, and McKesson medSurg MN Supply, and other firms that subsequently offer such vaccine for the Health Department is hereby accepted and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 216-38

A RESOLUTION ACCEPTING THE BID OF OUTDOOR RECREATION, INC. FOR CONTRACT UNIT PRICING, BEGINNING FEBRUARY 17, 2016, THROUGH FEBRUARY 16, 2017, FOR PERSONALIZED PARK BENCHES FOR THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for personalized park benches for the Health Services Division, operating as the Chattanooga/Hamilton County Health Department; and,

WHEREAS, benches will be ordered centrally by Hamilton County, but will be delivered to various municipalities within the County; and,

WHEREAS, the bid from Outdoor Recreation, Inc. was considered to be the lowest and best bid received; and,

WHEREAS, this project is funded under a Letter of Agreement using Tobacco Settlement Funds.

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

That the bid of Outdoor Recreation, Inc. for contract unit pricing, beginning February 17, 2016, through February 16, 2017, for personalized park benches for the Health Services Division, operating as the Chattanooga/Hamilton County Health Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date



OVERVIEW

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month contract for the procurement of personalized park benches, under a unit price agreement. Benches will be ordered centrally by Hamilton County, but will be delivered to various municipalities within the County. After delivery, the vendor will be expected to work directly with the various municipalities if warranty issues arise in the future. Contact information for delivery and future warranty issues will be provided at the time of order for each municipality. This project is funded under a Letter of Agreement using Tobacco Settlement Funds.

The attached specifications have been written to define the minimum acceptable standards allowed for this bid. The County will only consider bids that meet or exceed these specifications.

All prices on the specified list of items must remain fixed throughout the term of this contract. Be aware however that pricing will be allowed to decrease if general market pricing decreases.

Throughout the terms of this contract,

- items may be ordered multiple times throughout the contract term as needed, based on business need [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages are not allowed;
- Hamilton County asks for product delivery to be made within five (5) weeks (ARO) after receipt of order under normal circumstances;
- all materials must be shipped F.O.B Chattanooga, TN to the designated Hamilton County location;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed; and
- prices will be guaranteed not to increase during the term of the contract.

Vendors bidding any product other than Leisure Craft RFP-6 must provide a product catalog fully describing, construction style, dimensions, materials (with gauges), color availability, lettering styles, and coating. Product information must include photographs and dimensional drawings. Warranty information must also be included.

Estimated Quantities: Annual estimated volume is anticipated to be 30 to 50 benches dependent on funding availability. Please note that the quantities listed are estimates only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract.

Delivery Requirements: Benches to be delivered by vendor to various locations within Hamilton County determined at time of order. Delivery must be arranged in advance with the various Municipalities. Contact information for each delivery location will be provided at time of order.



Warranty and Warranty Service Requirements: Vendor will be expected to provide a product warranty on the items purchased. The warranty should specify details of the warranty to include but not be limited to parts, materials, labor to repair, as well as the coating. The warranty will be extended to the various municipalities within Hamilton County receiving the product. Service, if required, will be provided directly to each municipality. Contact information will be provided for each at the time of order.

Mounting and Installation: Hamilton County municipalities will be responsible for installation and mounting of benches once received – vendor will not be responsible for installation.

Insurance Requirements: Prior to placement of the first order, the vendor shall provide proof of the following minimum limits of insurance and maintain it for the term of the contract:

Commercial General Liability Insurance: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:

1. Premise/Operations
2. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
3. Products/Completed Operations
4. Contractual
5. Independent Contractors
6. Broad Form Property Coverage
7. Personal Injury

Hamilton County Government 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.

Payment: Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order.

Contract Termination: If at any time the supplier is unable or unwilling to provide the product as outlined in the bid, the supplier or the County may have the option to terminate the agreement. The Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination.

BID SUBMISSION REQUIREMENTS

The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on February 01, 2016 to the Hamilton County Purchasing Director at the address specified below.



The outside of the envelope/package containing the bid should be clearly marked with the following statement: "BID # 0116-090: Personalized Park Benches". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FedEx, UPS, etc.) the County mail system or any other Department other than 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.

DELIVERY ADDRESS FOR ALL PROPOSALS:
Gail B. Roppo, Director of Purchasing
RFP # 0116-090: Personalized Park Benches from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

COMPLETION OF THE ATTACHED BID SPECIFICATIONS AND PRICING FORM

Submit your bid as specified on the attached bid specification and pricing form. All prices shall be displayed on a unit price basis. Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response.

COMPLETION OF THE AUTHORIZATION TO BIND FORM

Please complete and sign the attached Authorization to Bind form on the page 7.

QUESTIONS

Questions concerning product specifications should be directed to:

Janie Burley, MPH, CHES
Tobacco Settlement Fund Coordinator, Chattanooga – Hamilton County Health Department
JanieB@HamiltonTN.gov
423-209-8182

Questions concerning bid procedures should be directed to the:

Linda Chumbler
Senior Buyer, Purchasing Department
LindaC@HamiltonTN.gov
423.209.6350

ATTACHMENTS

- Logo and Message Sample
- Hamilton County General Terms & Conditions



BID SPECIFICATIONS AND PRICING FORM

Items found in this section set forth the County's minimum expectations for the items above sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an "X" in either the "MEETS OR EXCEEDS" or "DOES NOT MEET" column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

Note: *If bidding any product other than Leisure Craft RFP-6, provide a product catalog fully describing, construction style, dimensions, materials (with gauges), color availability, lettering styles, and coating. Product information must include photographs as well as warranty details.*

PERSONALIZED ROLLED FORM SURFACE MOUNT BENCH			
SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Item: Personalized 6 Foot Rolled Form Surface Mount Bench – Leisure Craft, Inc. Model RFP-6 or equal			
Personalization: The message "Thank You for Not Smoking" along with the Mayors' Initiative Logo must be on the back rest of the bench (see attached)			
Length: Measurements of approximately 6 feet long (seat length)			
Structure: Cast iron legs 1.5" wide by 1.5" thick; 11 gauge steel metal; pre drilled surface mount holes			
Coating/Covering: Copolymer-based thermoplastic powder coating 25-30 mils thickness			
Mounting: Surface mount bench style required.			
Primary Bench Color: Dark green preferred. To be finalized at time of order.			
Secondary Color: White behind the customized logo and message			
Installation: Hamilton County Municipalities will be responsible for mounting and installation of benches once they have been delivered.			



SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Delivery: Delivery included in bid price. F.O.B by the vendor to various locations within Hamilton County, TN as specified at the time of order. Delivery dates and times must be arranged in advance with each location.			
Insurance Requirements: Indicate your ability to meet the insurance requirements as outlined above.			
Warranty Requirements: Vendor will be responsible for working with each individual municipality (up to 11) in the event of warranty related issues arise.			
Minimum Order Quantities: Confirm that there are no minimum order quantities per the specifications.			
<u>OTHER INFORMATION TO BE INCLUDED</u>	COMMENTS		
Specify the <u>manufacturer and model number</u> of the personalized bench quoted			
Include <u>Manufacturer’s Warranty Information</u> with bid on all parts, materials and coating			
Include <u>Manufacturer’s Detailed Catalog /Spec Sheets</u> with bid with information on construction, colors, style, dimensions, materials, colors, lettering styles and coatings and photos			
PRICING INFORMATION	UNIT PRICE PER BENCH		
Unit Price per Bench (<i>Note: all shipping, handling, freight or mileage charges, must be incorporated into the unit price submitted</i>)	\$		

1. Provide the name of the person you intend to assign as the single point of contact for any purchase communications:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____



**Bid # 0116-090: Personalized Park Benches
Hamilton County, TN**

2. Please describe the number of days/weeks Hamilton County can expect after receipt of order (ARO) to delivery to Hamilton County. Please explain if this is longer than our desired five (5) weeks.

3. In the event of out-of-stock conditions, please describe how your company handles such circumstances and what Hamilton County can expect in terms of service and communications.

Submitted by Company Name: _____

Print Name

Contact Name / Phone: _____

Print Name



AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



ATTACHMENT – SAMPLE BENCH WITH LOGO AND MESSAGE

Notes:

- Photograph of Leisure Craft Model RFP-6 as provided by Leisure Craft, Inc.; used with permission of Leisure Craft, Inc.
- Photograph shows bench in blue; our requirement will be for dark green per the specifications.





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. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

1/21/2016 8:37 AM Eastern

Solicitation Title: Personalized Park Benches
 Number: 0116-090
 Bids Due: 2/01/2016 11:00:00 AM Eastern
 Status: Open

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

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
Send Date	Time Zone	Sent By	Message Subject	Template Name	Message Comment	# Sent	# Failed
1/21/2016 8:35:43AM	Eastern	Linda Chumbler	0116-090 - Personalized Park Benches	Invitation	Please click on the above solicitation number to access bid documents.	136	10

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Please run the attached ad on January 21, 2016, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for Personalized Park Benches will be opened at 11:00 A.M. on February 1, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Personalized Park Benches
 Monday, February 01, 2016

Health Department
 11:00 A.M.

(1) year contract unit pricing

Vendors:	Outdoor	Bliss	Ultra	School	BSN
	Recreation	Products &	Play	Specialty	Sports
	Inc.	Services		Inc.	
		Inc.			
Each Price:	\$992.00	\$1,085.00	\$1,108.02	\$1,148.65	\$1,246.67
Delivery:	4-5 wks ARO	2-4 weeks	35-40 days	5 weeks	2-4 weeks
Terms:	Net 20	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	1/21/2016
Vendor Notification:	136
Vendor Response:	5
Budgeted:	Tobacco Settlement



Hamilton County Board of Commissioners RESOLUTION

No. 216-39

A RESOLUTION ACCEPTING THE BID OF HUDSON CONSTRUCTION COMPANY FOR CONTRACT PRICING, FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS, FOR MICRO SEALING AND RESURFACING SERVICES FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing, with the option to renew for three (3) additional one (1) year terms for micro sealing and resurfacing services for the Highway Department; and,

WHEREAS, the bid from Hudson Construction Company was the only bid received, but said bid has been deemed reasonable; and,

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

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

That the bid of Hudson Construction Company for contract pricing for one (1) year, with the option to renew for three (3) additional one (1) year terms, for micro sealing and resurfacing services for the Highway Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date



BID # 0116-083: MICRO SEALING AND RESURFACING SERVICES Hamilton County, TN

I. STATEMENT OF INTENT

Hamilton County, Tennessee hereinafter referred to as "the County" is soliciting bids for services from qualified firms for the establishment of a unit price agreement(s) for Micro Sealing and resurfacing treatment services on an as needed basis per contract specifications. All of the work shall be supervised on-site by the vendor and must be performed in a thorough and high quality manner and to satisfaction of the County prior to invoicing and payment.

For purposes of this bid, the terms Bidder, Contractor, Company, and Vendor are used interchangeably.

II. DESCRIPTION OF SERVICES REQUESTED

Under this contract, the County will designate a list of roads to be resurfaced in writing to the contractor. Both the contractor and a representative of the county will ride all routes to insure that the contractor is aware of the roads locations, conditions, and resurfacing application that have been chosen for said roads.

Hamilton County will be responsible for all prep work required on a road prior to assignment of said road to the contractor. This would include, but is not limited to, milling, crack sealing, patching, subgrade replacement, etc. The County will also be responsible for reinstalling all permanent striping and traffic signage painted on the road surface after contractor has completed the resurfacing application.

The work under this contract will occur on a scheduled basis and will be performed during the normal workweek (Monday-Friday). The Contractor can only work weekends or during observed National Holidays by the written consent of the Highway Department Director in advance of the work.

Under this contract the County will select a minimum of 10 lane miles per each mobilization of the contractor.

Contractor must ensure that all materials mentioned (emulsion, rock, cement, etc.) in this bid contract will be per TDOT specifications. The emulsion will also be indexed per TDOT instructions/specifications. Pricing for aggregate is to remain the same throughout the initial term of the one year contract and may be negotiated at each renewal term thereafter, with no more than 5% fluctuation.

The selected contractor will be required to furnish all necessary and appropriate supervision, labor, equipment, tools, signage, transportation and other resources needed to perform all resurfacing on the designated roads assigned to them by the County.

All work performed by the Contractor will be subject to inspection by a County representative(s) and payment will be withheld for any work not complying with the order specifications until deficiencies are corrected. Deficiencies shall be corrected within ten (10) business days at the sole expense and risk of the Contractor.

In the event the Contractor crosses or utilizes private property, the successful Bidder(s) is expected to and expressly agrees that he/she will contact and obtain the written consent of the owners before proceeding

with such work, whether such owner be an individual, company, corporation, county, state, or other political authority. Such written consent must be provided to the County with the invoice for the work.

The successful Bidder(s) further agrees that he/she will comply with the desires and conditions of the owners as to the manner in which said work is to be done, when such desires and conditions are not in conflict with the directions and requirements of the County.

If any damage is done to the property of others by the Contractor, its employees, or subcontractors during any County project, the Contractor will repair and restore at its sole cost to any such property and correct any damages, returning it to as good a condition as the property was before being damaged and in a manner satisfactory to the owner(s) of the property. Alternatively, the Contractor shall fully compensate the owner(s) of the property for the damage suffered. Contractor shall obtain a written release in a form satisfactory to the County, from the owner(s) of such property, fully releasing the County from any liability.

The County reserves the right to award this service to multi-vendors, and furthermore, to divide the services among the awarded vendors as deemed in the best interest of the County.

III. PROVISION OF LABOR, TOOLS, AND EQUIPMENT

- A. The successful Bidder(s) will be required to furnish such labor, tools, equipment and transportation as may be necessary or desirable in the performance of the services covered by this bid. Bidders must quote on all of the items listed on the Bid Response Form in order to be considered for this contract.
- B. The successful Bidder(s) are expected to provide adequate on-site supervision on each job assignment.
- C. Transport time is not included or allowed under the terms of this contract. Please note that any work that will be assigned under this Contract will be a minimum of at least ten (10) lane miles per contractor notification of assignment.
- D. The County shall not be charged for materials used on jobs other than ones assigned.
- E. The successful Bidder's employees shall at all times wear clothing, badges, or other apparatus approved by the County, identifying them as employees of the Contractor. Contractor's employees shall identify themselves by name and position at any time requested by the public or a County representative.
- F. The successful Bidder(s) must ensure one person on each crew is fluent in English and he or she must be available at all times and at all worksites to courteously and adequately address any inquiries regarding the contractor's activities.
- G. The County will not pay for meals and other incidental items for the Contractor's employees.
- H. The successful Bidder(s) must comply with all applicable laws of the State of Tennessee, all ordinances, rules and regulations that may be promulgated by any governmental authority having jurisdiction in such matters. The successful Bidder(s) may, at the County's sole discretion be required to submit written proof of such compliance, i.e. permits, etc.

- I. The successful Bidder(s) will comply with all applicable safety requirements and regulations, federal, state or local.

IV. WORKER REMOVAL

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

V. ASSIGNMENT OR SUBCONTRACTING

Any subcontractors must be approved in writing by Hamilton County prior to participating under this contract. Contractor shall include each of its subcontractors as insured under the policies of insurance required herein or insure that their subcontractors meet the minimum requirements for insurance specified herein.

VI. VOLUME OF SERVICE REQUIRED

The County is not obligated to provide the successful Bidder(s) with any specific amount of work with respect to these resurfacing items during the term covered by this bid.

VII. EXPERIENCE REQUIREMENTS AND REFERENCES

A minimum of five (5) consecutive years' experience micro sealing and cape sealing shall be required in order to participate in this bid. Each bidder shall include a summary of their firm's business history, experience, and business financials. This information is expected to include the firm's sealing business in general, as well as any other related business or experience.

Additionally each bidder must supply a list of five (5) organizations for which work has been satisfactorily completed within the last twenty-four (24) months. This list must include contact names, addresses, telephone numbers and email addresses. The County must be authorized to contact any company included on the list. The bidder will execute all documents necessary to authorize the County to talk to said references regarding performance of bidder.

VIII. COMPENSATION AND BILLING

The County shall pay the successful Bidder(s) for all work on the basis of square footage applied and/or tons utilized per job only. Payment will not be made until the work has been inspected and completed to the satisfaction of the Highway Department.

Fuel surcharges are not allowed and all fuel costs should be included as a part of the stated rates.

It is expected that a majority of the work subject to this bid will be done during the usual and ordinary working hours on regular workdays. Any other days such as weekends or holidays shall be requested in writing at least one week prior to work date being requested.

Invoices are to be submitted as work is performed, or on a weekly or monthly basis for projects with extended time periods. Invoicing should be sent to Hamilton County Highway Department at 7625 Standifer Gap Road Chattanooga, TN. 37421.

IX. INDEMNIFICATION AND HOLD HARMLESS

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

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

X. MINIMUM LIMITS OF INSURANCE

The contractor shall provide written confirmation of the following minimum limits of insurance:

- A. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent Contractors
 - vi. Broad Form Property Coverage
 - vii. Personal Injury

- B. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
 - i. Owned/Leased Autos
 - ii. Non-owned Autos
 - iii. Hired Autos

- C. *Workers' Compensation and Employers' Liability Insurance*: Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

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

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

XI. CONTRACT TERMS

The terms of this agreement shall be for one (1) year with three (3) one-year renewal options beginning at the time this contract is approved. Either the County or the contractor may terminate this agreement with a sixty-day written notice. The successful Bidder will be required to sign a contract with the County. Bid specifications will be incorporated into the contract. A copy of a *Pro Forma* contract will be provided on request.

XII. BID RESPONSE FORM

The attached Bid Response Form must be completed and the information request submitted as required by the Hamilton County Purchasing Department and is to be considered part of this contract.

Each bid will be evaluated by the County to verify the lowest and best bid as well as compliance with the bid specifications/requirements. Any bid that does not meet specifications/requirements will be disqualified and deemed unresponsive.

XIII. BID SUBMISSION REQUIREMENTS

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

- A. The proposer must complete and deliver an original and two (2) hard copies of its bid response document in a sealed envelope before 1:30 p.m. (ET) on January 20, 2016 to the Hamilton County Purchasing Director at the address specified below.

Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.), the County mail system or any other Department other than 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.

DELIVERY ADDRESS FOR ALL PROPOSALS:

Gail B. Roppo
Director of Purchasing
RFP # 0116-083: Micro Sealing and Resurfacing Services from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

- B. Bidder shall complete the attached Bid Response Form (pages 7 – 8).
- C. All requested information must be provided. Attach additional documents as required.
- D. No fax or email bid responses will be accepted.
- E. A signed copy of the Statement of Compliance must be attached (page 9).
- F. Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind form (page 10).

XIV. HAMILTON COUNTY, TN GENERAL BID TERMS AND CONDITIONS

Standard Bid Terms and Conditions are attached.

XV. CONTACTS

Questions concerning product specifications should be directed to:

Ben Wilson, Director of Highway, (423) 595-7251

Questions concerning bid process should be directed to:

Linda Chumbler, Purchasing, (423) 209-6350

BID RESPONSE FORM

SECTION A: UNIT PRICING

The County makes no guarantee of volume of work to be assigned during the term of this contract. The items listed below represent the minimum acceptable requirements for this bid. All services listed shall be priced using TDOT specifications. The undersigned understand the terms of the contract and proposes and agrees to furnish any or all services requested in this bid at the prices stated herein.

UNIT PRICE RATES FOR <u>MICRO SEALING</u>	PRICE PER SQ. YD.	
22# Micro Seal application	\$	Sq. Yd.
32# Micro Seal application	\$	Sq. Yd.

UNIT PRICE RATES FOR <u>CAPE SEAL</u>	PRICE PER TON	
Aggregate	\$	Per ton
Emulsion	\$	Per ton

SECTION B: BIDDER INFORMATION

1. Hamilton County Business License Information:

Number: _____
 Expiration Date: _____

2. Number of Years in Micro Sealing Business:

In Total for Company (*Required 5 year minimum*): _____
 In Hamilton County, TN (*Required 5 year minimum*): _____

3. Does your company meet the Minimum Limits of Insurance as stated in Section X and requirement to provide the required Insurance Certificate if notified of Award of the business?

_____ Yes _____ No

4. Company Owner(s) Contact Information:

Name	Position/Title	Phone Number	E-mail Address

5. Business Type and Incorporation Information:

- a. Specify your company type (Corporation, LLC, Partnership, etc.): _____
- b. State of Incorporation: _____
- c. Business Address: _____

6. References

Provide at least five (5) references of customers in the past two (2) years with services performed in comparable scope and size of this bid request. *Note: References may be confirmed as a part of the bid verification process.*

Name & Title	Company Name/Address	Phone Number	E-mail Address

Submitted by Company Name: _____
Print Name

Contact Name / Phone: _____
Print Name

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury; and
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this bid.

Company Name: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

- 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. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

1/08/2016 8:36 AM Eastern

Solicitation Title: Micro Sealing & Resurfacing Services
 Number: 0116-083
 Bids Due: 1/20/2016 1:30:00 PM Eastern
 Status: Open

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

Message Summary		Message Detail	Document Detail				
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/08/2016 8:36:32AM	Eastern	Linda Chumbler	0116-083 - Micro Sealing & Resurfacing Services	Invitation	Please click on the above solicitation number to access bid documents.	267	3

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Please run the attached ad on January 8, 2016, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Micro Sealing and Resurfacing Services will be opened at 1:30 P.M. on January 20, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



Contract Pricing for Micro Sealing & Resurfacing
January 20, 2016

Highway Department
1:30 P.M.

Vendors:	Hudson
	Construction
	Company
	(HC)
Unit Price Rates For Micro Sealing	
22# Micro Seal application:	\$2.30 Sq. Yd.
32# Micro Seal application:	\$3.24 Sq. Yd.
Unit Price Rates for Cape Seal	
Aggregate:	\$87.00 per ton
Emulsion:	\$892.00 per ton

Request For Bids:	
Newspaper Ad:	1/8/2016
Vendor Notification:	267
Vendor Response:	1
Budgeted:	Operating



Hamilton County Board of Commissioners

RESOLUTION

No. 216-40

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A CONTRACT WITH WOOLPERT, INC. TO PROVIDE HAMILTON COUNTY WITH GEOGRAPHIC INFORMATION SYSTEM COLOR AND COLOR INFRARED DIGITAL ORTHOPHOTOGRAPHY FOR HAMILTON COUNTY AT A COST OF \$86,100 AND TO AMEND THE HAMILTON COUNTY PARTNERSHIP BUDGET BY ADDING \$57,400 TO REVENUE AND \$86,100 TO EXPENDITURES.

WHEREAS, Hamilton County entered into a Partnership, Hamilton County Geographic Information System Partnership, via Resolution 206-25 with other area governments, quasi-governmental agencies and utilities to maintain a current Geographic Information System; and

WHEREAS, Geographic Information System Data Acquisition is a designated Professional Service; and

WHEREAS, The proposal from Woolpert, Inc. is considered to be appropriately priced and provides the services required; and

WHEREAS, Partial funding of \$28,700, for this contract will be provided by the Hamilton County Geographic Information System Partnership; and

WHEREAS, The balance of this cost, \$57,400, will be borne on a 50/50 basis between the City of Chattanooga and Hamilton County; and

WHEREAS, Hamilton County's portion, \$28,700, has already been budgeted; and

WHEREAS, 50% of the revenues of the GIS Department which result from the data acquired from this project shall be earmarked to maintain this GIS data; and

WHEREAS, It is in the best interest of Hamilton County that this resolution become effective only upon the passage of a resolution by the City of Chattanooga authorizing their share of these expenses.

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

That the County Mayor be authorized to enter into a contract with Woolpert, Inc. to provide Hamilton County with complete Color and Color Infrared Digital Orthophotography at a cost of \$86,100 and to amend the Hamilton County Partnership Budget by adding \$57,400 to Revenue and \$86,100 to Expenditures subject to the conditions outlined above.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 17, 2016

Date

Master Professional Service Agreement between Woolpert, Inc. and Hamilton County, Tennessee

Section 1. General

THIS MASTER AGREEMENT, made and entered into this ____ day of _____, 2016, by and between Woolpert, Inc., whose address is 375 Northridge Road, Suite 300, Atlanta, GA 30350-3296 (hereinafter referred to as “Woolpert”) and the “Client” identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- Client: Hamilton County, Tennessee
- Address: 1250 Market Street, Suite 1010, Chattanooga, TN 37402
- Contact Person: Kristen Johnsey, GISP, GIS Manager
- Phone Number: 423.209.7760
- Fax Number: 423.209.7761
- Project Number:
- Title: Hamilton County Geospatial Services

The “Contact Person” designated above shall have the complete authority to act on behalf of the Client, including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement.

Woolpert and Client agree that a separate Task Order, in a form substantially similar to that attached hereto as Attachment A, shall be issued and mutually executed for each separate Project authorized by the Client during the term of this Master Agreement. Each Task Order will establish and set forth Woolpert’s responsibilities, compensation and timing of services in connection with a specific Project and upon execution of such Task Order is hereby incorporated by reference.

The Master Agreement together with an executed Task Order or Addendum to the Task Order and any Attachments to either shall constitute the Agreement between Woolpert and the Client (hereinafter referred to as the “Agreement”). In resolving conflicts, errors, discrepancies and disputes concerning the scope of services, precedence shall be given in the following order: a fully executed Task Order (later executed Task Orders and Addendums to Task Orders as well as email authorizations as provided herein taking precedence over earlier dated Task Orders, Addendums, and email authorizations for a specific Project), Amendments to this Agreement, provisions of this Agreement, and required provisions contained in any governmental regulation incorporated herein by reference. With respect to all other matters, precedence shall be given in the following order: Amendments to this Agreement, provisions of this Agreement, and required provisions contained in any governmental regulation incorporated herein by reference and a fully executed Task Order (later executed Task Orders as well as email authorizations as provided herein taking precedence over earlier dated Task Orders, Addendums, and email authorizations for a specific Project).

Section 2. General Description of Project and Project Area

The Client’s Project(s) shall be as described in a Task Order for each specific Project, which Task Order is incorporated by this reference

The project area for each Project shall be as described in a Task Order for each specific Project.

Section 3. General Description of Professional Services

The Professional Services to be provided by Woolpert shall be as set forth in a Task Order for each specific Project.

Any services beyond those identified in each specific Task Order shall be considered Additional Services and shall be authorized in writing by an Addendum to the Task Order executed by both parties or via email as provided herein. Email transmissions may be utilized, but may only be utilized, to effectuate changes in scope, compensation, or schedule provided the other party receives the transmission and agrees that the terms and conditions are acceptable in a response email. The parties agree that any modifications or additions to the legal terms and conditions of this Agreement must be effected through a properly executed Amendment to this Agreement and any such changes beyond scope, compensation, or schedule included in an email transmission shall be considered void and of no effect.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services shall be as set forth in a Task Order for each specific Project.

Section 5. Date of Commencement and Completion

The Date of Commencement for Services and completion dates for Services performed for a specific Project shall be as set forth in a Task Order for such Project or if no date is established, the date Woolpert commences and completes the Services. Woolpert shall not be obligated to commence services until this Agreement and applicable Task Order(s) are fully executed. Woolpert shall perform its services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until December 31, 2017 unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Delayed Services: Woolpert's fees have been calculated in anticipation of orderly and continuous progress of each separate Project. If services are disrupted or delayed for reasons beyond Woolpert's control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be equitably adjusted.

6.2 Invoice Procedures and Payment: Woolpert shall submit invoices to the Client for Services rendered during each invoicing period which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby Woolpert will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Woolpert and shall be due and payable by the Client upon receipt. The Client hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 30 days. If payment is not made as provided herein, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, regardless of whether legal action is initiated. If an invoice remains unpaid 30 days after the date of the invoice, Woolpert may, immediately upon giving notice of its intent to do so, suspend services or terminate this Agreement and pursue its remedies for collection. Woolpert may also immediately suspend its services or terminate its agreement on any other project with the Client or any entity affiliated, related, or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to Woolpert is overdue. In the event that Woolpert suspends or terminates an agreement as provided in this Paragraph 6.2, Woolpert shall have no responsibility or liability arising out of such suspension or termination.

6.3 Expert Witness Services/Dispute Resolution Proceedings: It is understood and agreed that Woolpert's services under this Agreement do not include any participation whatsoever in any litigation or dispute resolution process. Nothing in this Agreement shall be construed as obligating Woolpert to appear, support, prepare, document, bring, defend or assist in any litigation or dispute resolution process either undertaken or defended by Client except in consideration of compensation. Should such services be required, a separate Professional Service Agreement may be negotiated between the Client and Woolpert describing the services desired and providing a

basis for compensation to Woolpert. In addition, in the event that Woolpert is required to respond to any subpoena, or participate in any proceeding pertaining to or arising out of a claim, brought by any third party or governmental agency against the Client or with respect to the Project, except to the extent that such is caused by the negligence of Woolpert in performance of Services hereunder, Client shall reimburse Woolpert for such costs.

6.4 Opinions and Estimates of Cost/Green Services: The Client hereby acknowledges that Woolpert cannot warrant that opinions or estimates of probable construction or operating costs provided by Woolpert will not vary from actual costs incurred by the Client. In the event that the Scope of Services in a Task Order includes “green” services, including but not limited to those associated with LEED®, Client acknowledges and understands that such services are subject to interpretation, and achieving levels of compliance involves factors beyond the control of Woolpert, including, but not limited to, the end use, operation and maintenance of the completed Project. Woolpert cannot and does not warrant or represent that the Project will achieve any specific green certification or realize any particular energy savings and Woolpert shall not be responsible for any environmental or energy issues arising out of the end use and operation of the completed Project.

6.5 Limit of Liability: The limit of liability of Woolpert and its subcontractors to the Client for any cause or combination of causes resulting from the Services for each separate Project rendered hereunder or otherwise related to this Agreement shall be, in total amount, limited to the fees paid by Client to Woolpert for such Project.

6.6 Construction Phase: Woolpert shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Woolpert be responsible for any contractor’s or subcontractors’ failure to carry out the work in accordance with the plans and specifications and other contract documents prepared by Woolpert (hereinafter collectively “Contract Documents”) or for any contractor’s or subcontractors’ failure to comply with applicable laws, ordinances, rules, or regulations. Woolpert will not have any direct contractual relationship with the contractor, any subcontractors or material suppliers. Woolpert may, under a separate subcontract with the contractor, provide survey services. Woolpert shall not be bound by any term or obligation contained in any “General Condition” or other construction bidding documents unless expressly consented to by Woolpert in writing. In the event that the Scope of Services in a Task Order includes site visits or inspections, the parties understand that Woolpert is not being retained to make detailed inspections or to provide exhaustive or continuous project review and observation services. Rather, Woolpert shall visit the project based on the schedule provided in the Scope of Services to become generally familiar with the progress and quality of the contractors’ work and to determine if the work is proceeding in general accordance with the Contract Documents prepared by Woolpert.

6.7 Shop Drawings/Contractor Pay Applications: In the event that the Scope of Services in a Task Order includes review of shop drawings, product data, or samples, the parties agree that Woolpert’s review shall be for the limited purpose of checking for conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Woolpert’s review shall be conducted with reasonable promptness while allowing sufficient time in the Woolpert’s judgment to permit adequate review. Review of a specific item shall not indicate that the Woolpert has reviewed the entire assembly of which the item is a component. Woolpert shall not be responsible for any deviations from the Contract Documents not brought to the attention of Woolpert in writing by the contractor. Woolpert shall not be required to review partial submissions or those for which submissions or correlated items have not been received. In the event that the Scope of Services in a Task Order includes review or approval of contractor pay applications, the parties agree that such review or approval of contractor pay estimates shall be based on site visits by Woolpert and the data comprising the contractor’s pay estimates, which Woolpert shall be entitled to rely upon, and represents in Woolpert’s professional opinion, and to the best of the Woolpert’s knowledge, information, and belief, that the construction work has progressed as indicated. Such review or approval shall not be deemed a guarantee or certification that (1) remaining funds are sufficient to complete the construction the Project, (2) the contractor has paid all lower tier subcontractors, or (3) such pay estimates are completely representative of the work actually performed by the contractor. Such pay estimate approvals are

intended only to assist the Client in the Client's determination of whether to submit payment to the contractor and shall not be released to or relied upon by third parties.

6.8 Insurance: Woolpert shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

6.9 Assignment/Third Parties: Neither the Client nor Woolpert will assign or transfer its interest in this Agreement without the written consent of the other. Woolpert, however, does reserve the right to subcontract any portion of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client. Client recognizes that the Woolpert relies upon data, performance criteria/specifications and the recommendations of third party vendors' with respect to products, equipment and/or systems that are specified in a design, utilized in a process or otherwise approved by Woolpert in the course of a project. Client agrees that Woolpert will not be financially responsible for the failure of such products, equipment and/or systems.

6.10 Suspension, Termination, Cancellation, or Abandonment: In the event any Project identified in a Task Order to this Agreement is suspended, canceled, or abandoned by the Client thereby suspending, delaying, or terminating the services called for therein, Woolpert shall be given 15 days prior written notice of such action. If the Client delays or suspends Woolpert's services for more than 60 cumulative days on a specific Project, then Woolpert may terminate this Agreement, with respect to that Project, upon giving seven days written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot reasonably cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. Woolpert may also terminate this Agreement as provided in Paragraph 6.22. Upon suspension, termination, cancellation, or abandonment, Woolpert shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, termination, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. Notwithstanding termination, the parties agree that those terms and provisions which by the very nature should logically survive termination shall survive termination of this Agreement unless otherwise agreed in writing.

6.11 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees in proportion to the judgment. The Client agrees that Woolpert's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.12 Standard of Care: Woolpert agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Woolpert makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional Services.

6.13 Waiver: Any failure by Woolpert to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.14 Relationship: Woolpert is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

6.15 Client Responsibilities: The Client shall provide Woolpert all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. Woolpert shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Woolpert's work thoroughly and promptly, provide direction as necessary, and, if the Client at any time becomes aware of any defect, the Client shall, within 14 days thereafter, give written notice to Woolpert describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein. The Client shall provide access to the Project(s) site. The Client shall be responsible for payment of any governmental or other similar fees associated with permits or plan review.

6.16 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Notwithstanding, in the event that any provision is found to be void or unenforceable, the parties agree that the provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

6.17 Ownership/Reuse of Documents: All software, routines, plans, drawings, specifications, and other documentation (including electronic files or documents) (hereinafter collectively "documents") prepared or furnished by Woolpert pursuant to this Agreement are instruments of service, and Woolpert shall retain all ownership and property interests therein whether or not the Project(s) is completed. Subject to timely payment of all amounts due Woolpert under this Agreement, the Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client. The documents are not intended or represented to be suitable for reuse by the Client and any reuse will be at the Client's sole risk unless Woolpert, for compensation to be agreed upon, reviews and adapts such documents. The Client shall indemnify and hold Woolpert, its officers, partners, employees, agents, and lower-tier consultants harmless from all claims, damages, losses, and expenses including reasonable attorneys' fees and costs of defense arising out of or resulting from this Paragraph 6.17 or Paragraph 6.18.

6.18 Electronic/CADD Documents: Woolpert shall not be required to provide or deliver electronic or computer-aided design and drafting (CADD) files or source code, unless specifically required by the Scope of Services described in Section 3 or Attachment A of this Agreement. Any file that is delivered shall be considered a "convenience" to the Client and in the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. **Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.** If electronic or CADD files are provided or delivered, such files shall be developed based on Woolpert's standard formatting, layering, drafting and design practice, unless specifically directed otherwise by the Client prior to execution of this Agreement. The Client shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Woolpert. Woolpert shall not be liable in the event that erroneous information is supplied by the Client or a third party, and Woolpert subsequently relies upon and incorporates that information into an electronic file, plans, specifications, or other documents.

6.19 Change Orders/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Woolpert, shall be considered Additional Services, and Woolpert shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee basis. Woolpert shall not be obligated to make revisions or perform Additional Services until Woolpert's receipt of a mutually executed writing as set forth in Section 3.

6.20 Environmental Hazards: Woolpert shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the

Project site. In the event Woolpert's services as identified in this Agreement include an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve Woolpert of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

6.21 Permitting: Woolpert shall not be responsible for obtaining project specific permits and licenses; however, Woolpert shall provide assistance with applying for certain project specific permits and licenses as may be specified in a Task Order. Client acknowledges that there are factors that are not within the control of Woolpert as to whether a permit or license will ultimately be approved by a permitting agency and Woolpert does not guarantee, represent or warrant the issuance of project specific permits and licenses.

6.22 Import/Export Matters: Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. The parties agree that if Woolpert is prohibited from performing this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such import/export requirements, such shall excuse Woolpert from performance under this Agreement and the parties shall terminate this Agreement for convenience.

6.23 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.24 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, their successors, and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or related to this Agreement shall be heard in the State courts located in Greene County, Ohio, or if applicable, in the United States District for the Southern District of Ohio. Each party hereby agrees that it had appropriate opportunity for review by legal counsel and that for purposes of this Agreement, each party is jointly and equally responsible for drafting this Agreement and if an ambiguity or question of intent arises with respect to any provision of this Agreement, the provision will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement. Headings are for convenience and shall not control or affect the meaning of any provision of this Agreement. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Addendum A: Task Order to Master Agreement

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

Hamilton County, Tennessee

Signed

Printed Name

Title

Date

Woolpert, Inc.



Signed

Jeff S. Lovin, CP, PS

Printed Name

Senior Vice President

Title

January 29, 2016

Date

Addendum A: Task Order to Master Professional Service Agreement between Woolpert, Inc. and Hamilton County, Tennessee

Task Order #1

Section 1. General

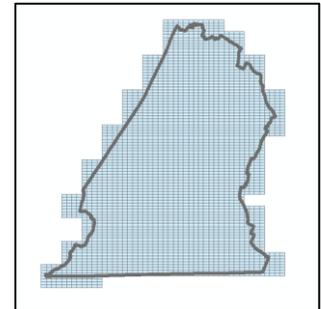
THIS TASK ORDER, made and entered into this ____ day of _____, 2016, by and between Woolpert, Inc., whose address is 375 Northridge Road, Suite 300, Atlanta, GA 30350-3296 (hereinafter referred to as “Woolpert”) and the “Client” identified herein, provides for Services under the Master Professional Service Agreement dated January 29, 2016, such Services described under Section 2 of this Task Order.

- Client: Hamilton County, Tennessee
- Project Number:
- Project Title: Hamilton County Geospatial Services
- Task Order Title: Countywide 6-inch Orthoimagery

Section 2. General Description of Project and Project Area

Aerial Imagery Acquisition. Woolpert will acquire new 4-band digital imagery covering the entire ±615 square mile project area of Hamilton County, and a full-tile delivery of imagery that extends outside the county. The aerial imagery will be acquired at a flying height suitable for producing 1”=100’ scale orthoimagery with a 0.5-foot pixel.

The project area consists of full tile deliveries for the entire County as per the 1”=400’ scale State of Tennessee tile layout schema.



Section 3. General Description of Professional Services

Woolpert will perform horizontal and vertical ground control survey and airborne GPS (ABGPS) to support the digital orthoimagery production. Woolpert surveyors will use new semi-permanent and photo-identifiable horizontal and vertical ground control points, as needed, to support the mapping. At least two ABGPS base stations will be used during the aerial acquisition phases of this project. Aerial acquisition will be performed using a Leica ADS80 digital sensor with the acquired imagery used to produce a 0.5-foot, 4-band orthoimage (color and CIR). Woolpert will utilize newly acquired aerial lidar recently collected for Hamilton County, and flown at USGS QL2 accuracy standards to process the orthoimagery.

The digital orthoimagery will be delivered in GeoTIFF format with a .tfw world file for georeferencing. Additional deliverables will include a ground survey report and a MrSID compressed countywide mosaic.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested services shall be a lump sum fee of \$86,100.00.

Reimbursable expenses include direct expenses including but not limited to travel, lodging, meals, telephone and fax, copies, shipping/overnight delivery, and prints, times a multiple of 1.10. The compensation to be paid to Consultant does not include any sales or service tax that may be required to be imposed. The Client shall be responsible for the payment of any such taxes that may be imposed. If the Client fails to execute this Agreement, or

any Task Order within 30 days of the date it is sent to the Client, Woolpert shall have the right to revise fees or revoke any proposal related to the services.

Section 5. Schedule for Services

Woolpert will commence the above-referenced services upon receipt of a fully executed copy of this Task Order. This Task Order shall remain in effect until December 31st, 2017 unless terminated as provided in the Master Agreement or extended by mutual agreement in writing.

Assuming that acquisition would occur in late February or early March as depicted below, Woolpert will adhere to the following schedule:

Hamilton County, Tennessee	Orthoimagery					
	Feb	Mar	Apr	May	Jun	July
2016 Orthoimagery 0.5 foot resolution						

IN WITNESS WHEREOF, this Task Order which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Agreement, is accepted as of the date first written above.

Hamilton County, Tennessee

Woolpert, Inc.

Signed _____

Signed  _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

January 29, 2016

Date _____



Hamilton County Board of Commissioners RESOLUTION

No. 216-41

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JANUARY 1, 2016, THROUGH JANUARY 31, 2016, 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 January 1, 2016, through January 31, 2016.

January 8, 2016, \$9,510.76 for 8,516 gallons of E10 gasoline at 1.116811 per gallon from Jat Oil and Supply, Inc.

January 19, 2016, \$6,732.15 for 7,032 gallons of diesel fuel at 0.957359 per gallon from Parman Lubricants.

January 19, 2016, \$6,730.25 for 7,030 gallons of diesel fuel at 0.957362 per gallon from Parman Lubricants.

January 19, 2016, \$8,976.92 for 8,551 gallons of E10 gasoline at 1.049809 per gallon from Jat Oil and Supply, Inc.

January 20, 2016, \$8,971.55 for 8,595 gallons of E10 gasoline at 1.04381 per gallon from Jat Oil and Supply, Inc.

January 26, 2016, \$952.89 for 691 gallons of regular unleaded gasoline at 1.3790 per gallon from Jat Oil and Supply, Inc.

January 26, 2016, \$217.50 for 150 gallons of diesel fuel at 1.4500 per gallon from Sweetwater Valley Oil Company, Inc.

January 27, 2016, \$7,218.88 for 7,337 gallons of diesel fuel at 0.983901 per gallon from Jat Oil and Supply, Inc.

January 27, 2016, \$8,813.47 for 8,575 gallons of E10 gasoline at 1.02781 per gallon from Jat Oil and Supply, Inc.

January 28, 2016, \$1,240.27 for 997 gallons of regular unleaded gasoline at 1.2440 per gallon from Collins 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

February 17, 2016

Date

Date: 1/8/2016 1/19/2016 1/19/2016 1/19/2016 1/20/2016 1/26/2016 1/26/2016 1/27/2016 1/27/2016 1/28/2016
 Location Silverdale Silverdale White Oak Sheriff's Sub-Station White Oak ESNP Juvenile Court Silverdale Silverdale Riverpark

	1/8/2016	1/19/2016	1/19/2016	1/19/2016	1/20/2016	1/26/2016	1/26/2016	1/27/2016	1/27/2016	1/28/2016
Sweetwater (HC)						1.4645			1.0350	1.2782
Gasoline										
E-10 Gasoline	1.1598			1.1000	1.0619				1.0350	
Diesel		0.9900	0.9900				1.4500	0.9844		
Bio Diesel										
Jat Oil (HC)						1.3790				1.2790
Gasoline										
E-10 Gasoline	1.116811			1.049809	1.04381				1.02781	
Diesel		0.9640	0.9640				1.9900	0.983901		
Bio Diesel										
Collins Oil						1.3810				1.2440
Gasoline										
E-10 Gasoline	1.1590			no quote	1.0650				1.0335	
Diesel		0.9990	0.9990				no quote	1.0040		
Bio Diesel										
Mansfield						no quote				no quote
Gasoline										
E-10 Gasoline	1.1747			1.0667	1.0732				1.0417	
Diesel		0.9782	0.9782				no quote	1.0025		
Bio Diesel										
Parman						no quote				no quote
Gasoline										
E-10 Gasoline	1.1288			no quote	1.0714				1.0392	
Diesel		0.957359	0.957362				no quote	1.0135		
Bio Diesel										
Pilot Travel (HC)						no quote				no quote
Gasoline										
E-10 Gasoline	1.1971			1.1030	1.0871				1.0616	
Diesel		0.9833	0.9833				no quote	1.0010		
Bio Diesel										
Lykins Energy						no quote				no quote
Gasoline										
E-10 Gasoline	1.1853			1.0694	1.0667				1.0587	
Diesel		0.9784	0.9784				no quote	1.0159		
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 JANUARY 1, 2016, THROUGH JANUARY 31, 2016


 Gail B. Roppo
 Director of Purchasing

Unleaded Gasoline	January 2016	YTD
Gallons Purchased	1,688	24,855
Total Cost	\$2,193.16	\$43,382.96
Average Cost/Gallon	\$1.2993	\$1.7454
E-10		
Gallons Purchased	34,237	272,696
Total Cost	\$36,272.70	\$378,322.54
Average Cost/Gallon	\$1.0595	\$1.3873
Diesel		
Gallons Purchased	21,549	141,543
Total Cost	\$20,898.78	\$206,363.92
Average Cost/Gallon	\$0.9698	\$1.4580
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		