

Hamilton County Board of County Commissioners

AGENDA

February 18, 2015

ROLL CALL

INVOCATION - **Commissioner Beck**

PLEDGE TO THE FLAG - **Commissioner Beck**

- Minutes Recessed Meeting - January 28, 2015
- Minutes Agenda Meeting - January 28, 2015
- Minutes Regular Meeting - February 4, 2015
- Report Criminal Court Clerks Reports October - November and December 2014
- Report Juvenile Court Clerk Report September and October 2014
- Report Order of Designation - Planning Commission - Todd Leamon February 9, 2015
- Report Quarterly Investment Report
- Report Fee Office Reports
- Report Eastside Utility District Board of Commissioners - Reappointment of Harold Austin as a Commissioner.
- Res. No. 215-17 A Resolution to approve and accept applications for notary public positions and oaths of Deputy Sheriffs.
- Res. No. 215-18A A Resolution to re-appoint Constance Williams and Mike Doubleday to the Hamilton County Health and Safety Hearing Board for four (4) year terms beginning January 19, 2015 and ending January 19, 2019.
- Res. No. 215-19 A Resolution approving the appointment of Ben C. Wilson as Director of the Highway Department of Hamilton County, Tennessee.
- Res. No. 215-20 A Resolution accepting the bid of K9 Working Dogs International, LLC for three (3) Belgian Malinois canine dogs amounting to \$31,050.00 for Sheriff's Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 215-21 A Resolution to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 10453 East Brainerd Road.
- Res. No. 215-22A A Resolution to rezone from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road.
- Res. No. 215-22B A Resolution to rezone from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road.
- Res. No. 215-23 A Resolution clarifying the health insurance benefits available to Hamilton County employees upon their retirement by Resolution number 1014-33, as amended.
- Res. No. 215-24 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 with the National Association of County and City Health Officials (NACCHO) for \$3,500.00 to support the Medical Reserve Corps of Chattanooga increasing both revenues and expenses.
- Res. No. 215-25 A Resolution authorizing the County Mayor to enter an agreement with the Tennessee Emergency Management Agency (TEMA) for a grant of \$303,800.04 with a term ending September 30, 2019 for fixed nuclear facilities emergency planning.
- Res. No. 215-26 A Resolution accepting the bid of Mountain View Ford for one (1) 4x2 utility vehicle for the Hamilton County Felony Community Corrections Program amounting to \$19,116.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 215-27 A Resolution authorizing the County Mayor to release \$2,201,000 of funds held in escrow from the sale of the former Ooltewah Elementary School to the County General Fund and to authorize the expenditure of funds up to \$2,201,000 from the County Line of Credit to purchase safety and security upgrades and additions for Hamilton County Schools.
- Res. No. 215-28 A Resolution approving the expenditure of twenty thousand dollars (\$20,000.00) in discretionary funds (as allotted to District Three) toward the construction of Phase II of the Green House Complex at Hixson High School.
- Res. No. 215-29 A Resolution accepting the bids of Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for concrete and metal culvert for the Highway Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 215-30 A Resolution accepting the bids of Sequatchie Concrete Service, 84 Lumber Company and Pro Build for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for bagged Portland cement for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 215-31 A Resolution accepting the bids of Martin Marietta Materials, Vulcan Construction Materials, Dunlap Stone, Inc., Apac Paving, Inc. dba Midsouth Aggregates, Sequatchie Concrete Service, Inc., and FineLines Landscaping, Inc. for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for crushed stone and sand for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 215-32 A Resolution accepting the bids of Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambcon Ready Mix for six (6) months contract pricing, beginning March 7, 2015 through September 6, 2015, for ready mix concrete for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 215-33 A Resolution accepting the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC. for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for asphalt road materials and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 215-34 A Resolution to authorize the County Mayor to enter into and execute an agreement with Geo Services, LLC, for geoenvironmental testing and services necessary for design of the Wolftever Elementary School Addition for an amount not to exceed \$10,250.00.
- Res. No. 215-35 A Resolution to authorize the County Mayor to enter into and execute an agreement with Thompson Engineering for geoenvironmental testing services necessary for design of the Sale Creek Middle/High School Addition for an amount not to exceed \$27,500.00.
- Res. No. 215-36 A Resolution to authorize the County Mayor to enter into and execute an agreement with Moreland Altobelli Associates, Inc, for geoenvironmental testing services necessary for design of the Nolan Elementary School Addition for an amount not to exceed \$9,943.00.
- Res. No. 215-37 A Resolution to make certain findings relating to the UTC FIVE, LLC Project, to delegate certain authority to the Health, Educational, and Housing Facility Board of the City of Chattanooga, Tennessee and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

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

BALANCE OF FEES ON HAND AS OF SEPTEMBR 2014		205,039.59
RECEIPTS FOR OCTOBER 2014		<u>159,391.06</u>
		364,430.65
CLERK:		
Henry, Larry L.	(12,644.76)	
CIRCUIT COURT:		
Bennett, Nancye	4641.03	
Collins, Chris	5019.76	
Crowe, Carolyn	2887.20	
Daniels, Sharon	7707.54	
Hensley, Erin	4522.80	
Highsmith, Christy	5029.47	
Hudson, Amy Millsaps	4894.66	
Mason, Chelsey	4021.14	
McConnell, Margaret	5066.27	
Moore, Kathy	6988.11	
Nolan, Heather	4376.64	
Novkov, Carole	4021.14	
Parham, Catherine	5505.66	
Ragsdale, Barbara	4660.38	
Rogers, Stormi	6988.11	
Rumfelt, Sherry	6931.66	
Sissom, Susan	10338.84	
Skolfield, Terri	3692.31	
Smith, Mildred	6988.11	
Underwood, Karen Jones	6988.11	
Watson, Sheilah	7488.27	
Wheeler, Jacquelynn	6538.23	
Youngquist, Linda	<u>3932.82</u>	(129,228.26)
SESSIONS COURT:		
Cox, Kelly	4851.72	
Emmett, Kimberly	5879.25	
Evans, Deborah	6988.11	
Gibson, Gena R.	5405.46	
Harper, Meghann	6374.91	
Lively, Jillian	4317.66	
Masterson, Nancy	10320.03	
Neighbors, Amy P.	7707.54	
Norman, Vanessa	4804.32	
Poe, Katie	4437.54	
Privett, Kimberly	4246.42	
Smith, Cherish	2016.00	
Sterling, Tajuana	5089.12	
Whitaker, Denise T.	4737.06	
White, Tabatha S.	6145.89	
Woods, Rethea	<u>4725.99</u>	(88,047.02) (229,920.04)
MISCELLANEOUS EXPENSE		
Republic Parking	<u>654.42</u>	(654.42)
TOTAL EXPENSES		(230,574.46)
EXCESS FEES		133,856.19

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


LARRY L. HENRY, CIRCUIT COURT CLERK

Sworn to and subscribed before me, 7 Nov 1, 2014

Sheilah Watson, DC

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

BALANCE OF FEES ON HAND AS OF OCTOBER 2014		133,856.19
RECEIPTS FOR NOVEMBER 2014		<u>149,303.16</u>
		283,159.35
CLERK:		
Henry, Larry L.	(8,429.84)	
CIRCUIT COURT:		
Bennett, Nancye	3094.02	
Collins, Chris	3346.50	
Crowe, Carolyn	2309.76	
Daniels, Sharon	5138.36	
Hensley, Erin	3015.20	
Highsmith, Christy	3352.98	
Hudson, Amy Millsaps	3263.10	
Mason, Chelsey	2680.76	
McConnell, Margaret	3377.50	
Moore, Kathy	4658.74	
Nolan, Heather	2917.76	
Novkov, Carole	2680.76	
Parham, Catherine	3670.44	
Ragsdale, Barbara	3106.92	
Rogers, Stormi	3843.46	
Rumfelt, Sherry	4621.11	
Sissom, Susan	6892.56	
Skolfield, Terri	2461.54	
Smith, Mildred	4658.74	
Underwood, Karen Jones	4658.75	
Watson, Sheilah	4992.18	
Wheeler, Jacquelynn	4358.82	
Youngquist, Linda	<u>2621.88</u>	(85,721.84)
SESSIONS COURT:		
Cox, Kelly	3234.48	
Emmett, Kimberly	3919.51	
Evans, Deborah	4658.74	
Gibson, Gena R.	3603.64	
Harper, Meghann	4249.94	
Lively, Jillian	2878.44	
Masterson, Nancy	6880.02	
Neighbors, Amy P.	5138.36	
Norman, Vanessa	3202.88	
Poe, Katie	2958.36	
Privett, Kimberly	2830.94	
Smith, Cherish	1344.00	
Sterling, Tajuana	3392.75	
Whitaker, Denise T.	3158.04	
White, Tabatha S.	4097.26	
Woods, Rethea	<u>3150.66</u>	(58,698.02) (152,849.70)
MISCELLANEOUS EXPENSES		
1 ST Volunteer Bank 14D2027 insuff ck	184.50	
Pamela Moss 05D830	154.38	
Republic Parking	<u>654.42</u>	(993.30)
TOTAL EXPENSES		(153,843.00)
EXCESS FEES		129,316.35

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

Larry L. Henry, Circuit Court Clerk
LARRY L. HENRY, CIRCUIT COURT CLERK

Sworn to and subscribed before me, Dec 16, 2014

Sheilah Watson

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

BALANCE OF FEES ON HAND AS OF NOVEMBER 2014		129,316.35	
RECEIPTS FOR DECEMBER 2014		<u>143,533.33</u>	
		272,849.68	
CLERK:			
Henry, Larry L.		(8,429.84)	
CIRCUIT COURT:			
Bennett, Nancye	3094.02		
Collins, Chris	3346.50		
Crowe, Carolyn	2309.76		
Daniels, Sharon	5138.36		
Hensley, Erin	3015.20		
Highsmith, Christy	3352.98		
Hudson, Amy Millsaps	3263.10		
Mason, Chelsey	2680.76		
McConnell, Margaret	3377.52		
Moore, Kathy	4658.74		
Nolan, Heather	2917.76		
Novkov, Carole	2680.76		
Parham, Catherine	3670.44		
Ragsdale, Barbara	3106.92		
Rumfelt, Sherry	4621.12		
Sissom, Susan	6892.56		
Skolfield, Terri	2461.54		
Smith, Mildred	4658.74		
Underwood, Karen Jones	4658.74		
Watson, Sheilah	4992.19		
Wheeler, Jacquelynn	4358.82		
Youngquist, Linda	<u>2621.88</u>	(81,878.41)	
SESSIONS COURT:			
Cox, Kelly	3234.48		
Emmett, Kimberly	3919.51		
Evans, Deborah	4658.74		
Gibson, Gena R.	3603.64		
Harper, Meghann	4249.94		
Lively, Jillian	2878.44		
Masterson, Nancy	6880.02		
Neighbors, Amy P.	5138.36		
Norman, Vanessa	3202.88		
Poe, Katie	2958.36		
Privett, Kimberly	2830.94		
Smith, Cherish	1272.00		
Sterling, Tajuana	3392.74		
Whitaker, Denise T.	3158.04		
White, Tabatha S.	4097.26		
Woods, Rethea	<u>3150.66</u>	(58,626.01)	(148,934.26)
MISCELLANEOUS EXPENSES			
1 ST Volunteer Bank 14D1058 insuff ck	219.50		
Bank fee	3.00		
Republic Parking	<u>654.42</u>	(876.92)	
TOTAL EXPENSES			(149,811.18)
EXCESS FEES			123,038.50

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


LARRY L. HENRY, CIRCUIT COURT CLERK

Sworn to and subscribed before me, 1-20, 2015



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

Fees Collected, October, 2014

311,422.92

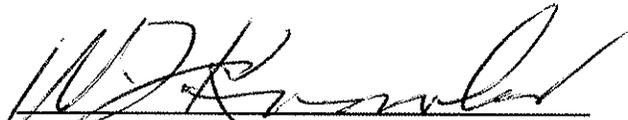
Expenditures:

Salaries - 54 Clerks	191,753.80
Bank Service Charge	1,416.95
County Officials' Meeting	1,575.00
Parking	352.38
Postage	302.00
Supplies	199.98
Temporary Agency	<u>266.72</u>
Total Expenditures	195,866.83

Revenues Over/Under Expenditures
Previous Bank Balance
Balance

115,556.09
357,765.88
473,321.97

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



William F. Knowles, County Clerk

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

Fees Collected, November, 2014

190,925.44

Expenditures:

Salaries - 54 Clerks	191,156.72
Bank Service Charge	1,946.61
Meetings & Seminars	148.37
Miscellaneous	1,633.74
Notary	12.00
Parking	352.38
Repairs	3,477.29
Supplies	948.18
Total Expenditures	199,675.29

Revenues Over/Under Expenditures

(8,749.85)

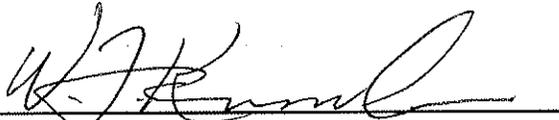
Previous Bank Balance

473,321.97

Balance

464,572.12

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



William F. Knowles, County Clerk

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

Fees Collected, December, 2014

302,771.27

Expenditures:

Salaries - 55 Clerks	246,240.36
Bank Service Charge	714.93
Meetings & Seminars	182.21
Miscellaneous	-405.00
Parking	352.38
Postage	-302.00
Total Expenditures	246,782.88

Revenues Over/Under Expenditures
Previous Bank Balance
Balance

55,988.39
464,572.12
520,560.51

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



William F. Knowles, County Clerk

Hamilton County Register
Balance Sheet
 As of October 31, 2014

Oct 31, 14

ASSETS	
Current Assets	
Checking/Savings	
Cash	1,144,517.16
Credit Card Collections	234.18
Efile Collections	22,181.20
Total Checking/Savings	1,166,932.54
Other Current Assets	
Accounts Receivable	1,596.00
Allowance for Bad Debts	-1,544.85
Receivables - Bad Checks	1,544.85
Total Other Current Assets	1,596.00
Total Current Assets	1,168,528.54
TOTAL ASSETS	1,168,528.54
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Overages	
Exp - Overages	-599.68
Receipts - Overages	599.68
Overages - Other	-43.45
Total Overages	-43.45
State Conveyance Tax Liability	
Exp - State Conveyance Tax	-64,897,070.65
Receipts - State Conveyance Tax	29,580,988.80
State Conveyance Tax Liability - Other	36,072,778.00
Total State Conveyance Tax Liability	756,696.15
State Mortgage Tax Liability	
Exp - State Mortgage Tax	-36,672,631.14
Rec - State Mtg Tax	17,671,461.72
State Mortgage Tax Liability - Other	19,233,992.35
Total State Mortgage Tax Liability	232,822.93
Total Other Current Liabilities	989,475.63
Total Current Liabilities	989,475.63
Total Liabilities	989,475.63
Equity	
Fund Balance	273,972.76
Net Income	-94,919.85
Total Equity	179,052.91
TOTAL LIABILITIES & EQUITY	1,168,528.54

8:39 AM
11/03/14
Cash Basis

Hamilton County Register
Profit & Loss
October 2014

	Oct 14
Ordinary Income/Expense	
Income	
2% Credit Card Fee	164.70
Copies/Notaries	962.45
Data Extraction	0.00
Data Processing Fees	8,866.00
Efile Fee	1,402.00
Interest	158.65
Mail Fee	0.00
Mail Overages	365.69
Penalty	1,000.00
Plats	495.00
Probate Fees	1,762.00
Rec Fees - Deeds	14,895.00
Rec Fees - Deeds of Trust	64,494.00
Rec Fees - UCC Filings	0.00
Register Commission (2.4%)	24,332.00
Releases/Miscellaneous	29,099.50
Remote Access Fees	13,450.00
Tapes	1,575.00
Total Income	163,021.99
Expense	
Bank Credit Card Merchant Fees	236.72
Bank Service Charges	303.37
Cash Over-Short Item S Tax	0.37
Parking	347.84
Salaries and Wages	59,014.41
Total Expense	59,902.71
Net Ordinary Income	103,119.28
Other Income/Expense	
Other Expense	
Excess Fees - DP to County	8,946.00
Total Other Expense	8,946.00
Net Other Income	-8,946.00
Net Income	<u>94,173.28</u>

Hamilton County Register
Balance Sheet
 As of November 30, 2014

Nov 30, 14

ASSETS	
Current Assets	
Checking/Savings	
Cash	1,046,552.77
Credit Card Collections	321.45
Efile Collections	65,407.02
Total Checking/Savings	1,112,281.24
Other Current Assets	
Accounts Receivable	1,593.00
Allowance for Bad Debts	-1,544.85
Receivables - Bad Checks	1,544.85
Total Other Current Assets	1,593.00
Total Current Assets	1,113,874.24
TOTAL ASSETS	1,113,874.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Overages	
Exp - Overages	-599.68
Receipts - Overages	599.68
Overages - Other	-43.45
Total Overages	-43.45
State Conveyance Tax Liability	
Exp - State Conveyance Tax	-65,653,771.65
Receipts - State Conveyance Tax	29,580,988.80
State Conveyance Tax Liability - Other	36,679,998.09
Total State Conveyance Tax Liability	607,215.24
State Mortgage Tax Liability	
Exp - State Mortgage Tax	-36,905,456.14
Rec - State Mtg Tax	17,671,461.72
State Mortgage Tax Liability - Other	19,487,916.33
Total State Mortgage Tax Liability	253,921.91
Total Other Current Liabilities	861,093.70
Total Current Liabilities	861,093.70
Total Liabilities	861,093.70
Equity	
Fund Balance	273,972.76
Net Income	-21,192.22
Total Equity	252,780.54
TOTAL LIABILITIES & EQUITY	1,113,874.24

8:31 AM
12/01/14
Cash Basis

Hamilton County Register

Profit & Loss

November 2014

	Nov 14
Ordinary Income/Expense	
Income	
2% Credit Card Fee	161.73
Copies/Notaries	788.55
Data Extraction	0.00
Data Processing Fees	7,538.00
Efile Fee	1,302.00
Interest	163.34
Mail Fee	0.00
Mail Overages	180.19
Penalty	1,250.00
Plats	330.00
Probate Fees	1,471.00
Rec Fees - Deeds	11,595.00
Rec Fees - Deeds of Trust	57,925.00
Rec Fees - UCC Filings	0.00
Register Commission (2.4%)	21,176.00
Releases/Miscellaneous	25,031.50
Remote Access Fees	12,300.00
Tapes	900.00
Total Income	142,112.31
Expense	
Bank Credit Card Merchant Fees	213.10
Bank Service Charges	291.15
Negative Cash in Deposit	0.00
Salaries and Wages	59,014.43
Total Expense	59,518.68
Net Ordinary Income	82,593.63
Other Income/Expense	
Other Expense	
Excess Fees - DP to County	8,866.00
Total Other Expense	8,866.00
Net Other Income	-8,866.00
Net Income	<u>73,727.63</u>

8:44 AM
01/02/15
Cash Basis

Hamilton County Register
Profit & Loss
December 2014

	Dec 14
Ordinary Income/Expense	
Income	
2% Credit Card Fee	180.47
Copies/Notaries	683.70
Data Extraction	0.00
Data Processing Fees	9,330.00
Efile Fee	1,532.00
Interest	192.12
Mail Fee	0.00
Mail Overages	335.32
Penalty	0.00
Plats	510.00
Probate Fees	1,846.00
Rec Fees - Deeds	15,320.00
Rec Fees - Deeds of Trust	70,976.00
Rec Fees - UCC Filings	0.00
Register Commission (2.4%)	22,354.00
Releases/Miscellaneous	30,293.50
Remote Access Fees	14,150.00
Tapes	600.00
Total Income	168,303.11
Expense	
Bank Credit Card Merchant Fees	223.34
Bank Service Charges	268.70
Cash Over-Short Item S Tax	-0.39
Checks over in Deposit	-21.98
Negative Cash in Deposit	21.98
Parking	695.68
Salaries and Wages	78,064.39
Total Expense	79,251.72
Net Ordinary Income	89,051.39
Other Income/Expense	
Other Expense	
Excess Fees - DP to County	7,538.00
Total Other Expense	7,538.00
Net Other Income	-7,538.00
Net Income	<u>81,513.39</u>

Hamilton County Register
Balance Sheet
 As of December 31, 2014

Dec 31, 14

ASSETS	
Current Assets	
Checking/Savings	
Cash	1,223,630.14
Credit Card Collections	134.64
Efile Collections	18,309.33
Total Checking/Savings	1,242,074.11
Other Current Assets	
Accounts Receivable	1,227.04
Allowance for Bad Debts	-1,544.85
Receivables - Bad Checks	1,544.85
Total Other Current Assets	1,227.04
Total Current Assets	1,243,301.15
TOTAL ASSETS	1,243,301.15
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Overages	
Exp - Overages	-599.68
Receipts - Overages	599.68
Overages - Other	-43.45
Total Overages	-43.45
State Conveyance Tax Liability	
Exp - State Conveyance Tax	-66,260,992.09
Receipts - State Conveyance Tax	29,580,988.80
State Conveyance Tax Liability - Other	37,295,533.52
Total State Conveyance Tax Liability	615,530.23
State Mortgage Tax Liability	
Exp - State Mortgage Tax	-37,159,380.09
Rec - State Mtg Tax	17,671,461.72
State Mortgage Tax Liability - Other	19,781,438.81
Total State Mortgage Tax Liability	293,520.44
Total Other Current Liabilities	909,007.22
Total Current Liabilities	909,007.22
Total Liabilities	909,007.22
Equity	
Fund Balance	273,972.76
Net Income	60,321.17
Total Equity	334,293.93
TOTAL LIABILITIES & EQUITY	1,243,301.15

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

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

RECEIPTS

Balance of fees on hand as of SEPTEMBER, 2014.	382,205.41	
Receipts and adjustments as of OCTOBER, 2014.	192,217.81	
TOTAL	574,423.22	574,423.22

DISBURSEMENTS

SALARIES

Adkins, Barbara Lynn	5,297.28	Robinson, David	6,194.04	
Akers, Camby	6,635.85	Ross, Anita	8,232.54	
Burnette, Kelly	6,269.04	Sabo, Ashley	4,085.34	
Clark, Cheryl	4,740.48	Sanders, Wendi	5,366.91	
Davis, Karrie	4,085.34	Shadrick, Shannon	4,740.51	
Fricke, Anne	6,782.04	Shaheen, Melissa	4,139.40	
Green, Sharon	4,547.22	Simmons, Charlene	6,635.85	
Grimes, Belinda	3,725.49	Smith, Jenni	4,905.45	
Hogue, Joe	6,194.04	Smith, Limateen	6,635.85	
Jones, Julia	4,375.95	Smith, Lisa	6,635.85	
McGill, Michelle	5,297.28	Thurman, Tina	5,431.11	
McNair, Kay	4,666.59	Wise, Julie	4,740.48	
Miller, Robin L., C&M	12,644.76	Polovich, Michael	4,967.48	
Moore, Virginia	4,994.52	Potter, Jesse	22,814.93	
Potter, Janie	5,109.24	TOTAL SALARIES	180,890.86	180,890.86

MISCELLANEOUS

1 st TN bank (service charge)	151.66	
1 st TN bank (credit card fee)	65.23	
Tina Thurman (expense reimbursement)	16.38	
Republic Parking (Chancellors and employees parking)	1,258.50	
David Robinson (mileage reimbursement)	69.89	
Adjustment for credit card shortage	.04	
Bi-Lo (supplies)	27.22	
Jeff Atherton (reimbursement for lodging/Judicial Conference)	250.92	
Pam Fleenor (reimbursement for lodging/Judicial Conference)	376.38	
Personnel Concepts (federal compliance poster)*	25.90	
Federal Bake Shop	160.65	
Hamilton County	110.35	
TOTAL MISCELLANEOUS	2,513.12	2,513.12

*TO CORRECT NAME OF PAYEE	TOTAL DISBURSEMENTS	183,403.98	183,403.98
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EXCESS FEES

I certify the foregoing is a true report for the Clerk & Master's office for October, 2014.	ROBIN L. MILLER, CLERK & MASTER 	391,019.24
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TO: Jim Coppinger, County Mayor, Hamilton County, Tennessee

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

RECEIPTS

Balance of fees on hand as of OCTOBER, 2014.	391,019.24	
Receipts and adjustments as of NOVEMBER, 2014.	139,490.73	
TOTAL	530,509.97	530,509.97

DISBURSEMENTS

SALARIES

Adkins, Barbara Lynn	5,231.52	Robinson, David	6,154.36	
Akers, Camby	4,423.90	Ross, Anita	7,763.36	
Burnette, Kelly	5,404.36	Sabo, Ashley	3,173.56	
Clark, Cheryl	5,760.32	Sanders, Wendi	4,777.94	
Davis, Karrie	2,723.56	Shadrick, Shannon	4,560.34	
Fricker, Anne	6,646.36	Shaheen, Melissa	2,759.60	
Green, Sharon	4,156.48	Simmons, Charlene	7,673.90	
Grimes, Belinda	2,483.66	Smith, Jenni	3,270.30	
Hogue, Joe	5,929.36	Smith, Limateen	6,023.90	
Jones, Julia	2,917.30	Smith, Lisa	6,323.90	
McGill, Michelle	5,606.52	Thurman, Tina	5,320.74	
McNair, Kay	4,236.06	Wise, Julie	4,210.32	
Miller, Robin L., C&M	8,429.84	Polovich, Michael	3,627.24	
Moore, Virginia	4,729.68	Potter, Jesse		
Potter, Janie	4,081.16	TOTAL SALARIES	138,399.54	138,399.54

MISCELLANEOUS

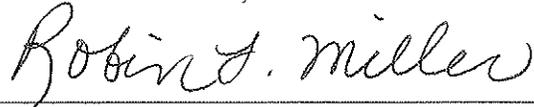
1 st TN bank (service charge)	36.92	
1 st TN bank (credit card fee)	57.40	
Robin Miller (expense reimbursement/COAT conference)	20.00	
Republic Parking (Chancellors and employees parking)	1,258.50	
David Robinson (mileage reimbursement)	68.21	
Tennessee Legal Community Fund	50.00	
Int'l Equipment Company (Plates for time stamps)	1,212.00	
Kelly Burnette (mileage reimbursement)	54.32	
Anita Ross (expense reimbursement)	98.80	
FedEx	6.83	
RSS Insurance (C&M Bonds)	4,008.00	
TOTAL MISCELLANEOUS	6,870.98	6,870.98
TOTAL DISBURSEMENTS	145,270.52	145,270.52

EXCESS FEES

385,239.45

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

ROBIN L. MILLER, CLERK & MASTER



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

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

RECEIPTS

Balance of fees on hand as of NOVEMBER, 2014.	385,239.45	
Receipts and adjustments as of DECEMBER, 2014.	99,350.17	
TOTAL	484,589.62	484,589.62

DISBURSEMENTS

SALARIES

Adkins, Barbara Lynn	3,531.52	Robinson, David	4,129.36	
Akers, Camby	4,423.90	Ross, Anita	5,488.36	
Burnette, Kelly	4,129.36	Sabo, Ashley	2,723.56	
Clark, Cheryl	3,160.32	Sanders, Wendi	3,577.94	
Davis, Karrie	2,723.56	Shadrick, Shannon	3,160.34	
Fricker, Anne	4,521.36	Shaheen, Melissa	5,519.20	
Green, Sharon	3,031.48	Simmons, Charlene	4,423.90	
Grimes, Belinda	2,483.66	Smith, Jenni	3,270.30	
Hogue, Joe	4,204.36	Smith, Limateen	4,423.90	
Jones, Julia	2,917.30	Smith, Lisa	4,423.90	
McGill, Michelle	3,531.52	Thurman, Tina	3,620.74	
McNair, Kay	3,111.06	Wise, Julie	3,160.32	
Miller, Robin L., C&M	8,429.84	Polovich, Michael	3,627.24	
Moore, Virginia	3,329.68			
Potter, Janie	3,406.16	TOTAL SALARIES	108,484.14	108,484.14

MISCELLANEOUS

1 st TN bank (service charge)	37.59	
1 st TN bank (credit card fee)	64.67	
Anita Ross (reimbursement for supplies)	178.64	
Republic Parking (Chancellors and employees parking)	1,258.50	
Hobby Lobby (supplies)	13.46	
Tennessee Bar Foundation (Fees for C&M Robin Miller)	500.00	
Custom Werks	352.50	
David Robinson (mileage reimbursement)	45.92	
Anne Fricker (Reimbursement for mileage and meals/CPA re-certification in Franklin, Tennessee)	317.64	
Limateen Smith & Lisa Smith (Reimbursement for meals/CPA recertification in Franklin, Tennessee - \$138.00 each)	276.00	
Drury Plaza Hotel (Accommodation expense/recertification)	408.00	
Tina Thurman (reimbursement for supplies)	60.22	
TOTAL MISCELLANEOUS	3,513.14	3,513.14

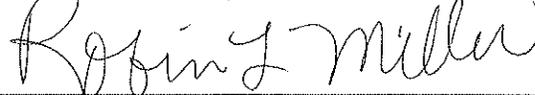
TOTAL DISBURSEMENTS 111,997.28 111,997.28

EXCESS FEES

372,592.34

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

ROBIN L. MILLER, CLERK & MASTER



**HAMILTON COUNTY, TENNESSEE
 REPORT OF INVESTMENT ACTIVITY
 FOR THE QUARTER ENDED 12/31/14**

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

DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
	BALANCE						149,060,412	-	31,000,000
10/2/2014	Investment Pool	WITH		GFB			(15,000,000)		
10/8/2014	Investment Pool	WITH		GFB			(10,000,000)		
10/14/2014	Investment Pool	INV	2 Years	FHLB		0.80			5,000,000
10/16/2014	Investment Pool	INV		GFB			8,000,000		
10/21/2014	Investment Pool	INV		GFB			5,000,000		
10/31/2014	Investment Pool	INT		GFB	21,438.32		21,438		
	2010A Recovery Zone Bonds	INT		GFB	646.32		646		
	Revolving Credit Account #2	INT		GFB	6,054.20		6,054		
	Teachers Retirement	INT		GFB	0.18		0.18		
11/6/2014	Investment Pool	WITH		GFB			(8,000,000)		
11/12/2014	Investment Pool	WITH		GFB			(10,000,000)		
11/19/2014	Investment Pool	INV		GFB			8,000,000		
11/24/2014	Revolving Credit Account #2	WITH		GFB			(4,000,000)		
11/30/2014	Investment Pool	INT		GFB	19,665.44		19,665		
	2010A Recovery Zone Bonds	INT		GFB	625.60		626		
	Revolving Credit Account #2	INT		GFB	5,668.37		5,668		
	Teachers Retirement	INT		GFB	0.17		0.17		
12/1/2014	Investment Pool	CALL		FHLB	7,812.50	0.625			(5,000,000)

**HAMILTON COUNTY, TENNESSEE
 REPORT OF INVESTMENT ACTIVITY
 FOR THE QUARTER ENDED 12/31/14**

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

DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	U.S. TREAS., AGENCY SECUR. AND CD's
	Investment Pool	INV		GFB			5,000,000		
12/9/2014	Investment Pool	MAT		CD	17,200.00	0.43			(4,000,000)
12/12/2014	Revolving Credit Account #2	WITH		GFB			(1,700,000)		
	Investment Pool	WITH		GFB			(20,000,000)		
	Investment Pool	INV		FHLB		0.70			10,000,000
	Investment Pool	INV		FHLB		0.70			10,000,000
12/15/2014	Investment Pool	INV		GFB			55,000,000		
12/16/2014	Investment Pool	INV		GFB			10,000,000		
12/22/2014	Investment Pool	WITH		GFB			(15,006,150)		
12/24/2014	Investment Pool	INV		GFB			10,000,000		
12/29/2014	Investment Pool	INV	2 Years	FHLMC		0.78			10,000,000
12/30/2014	Investment Pool	INV	2 Years	FHLB		0.70			5,000,000
12/31/2014	Investment Pool	INT		FHLB	10,000.00				
	Investment Pool	INT		GFB	25,213.75		25,214		
	2010A Recovery Zone Bonds	INT		GFB	646.59		647		
	Revolving Credit Account #2	INT		GFB	4,939.57		4,940		
	Teachers Retirement	INT		GFB	0.18		0.18		
	BALANCE						166,439,161	-	62,000,000

Interest Earnings to 12/31/14

Stormwater	913.32
County General	120,014.39
Debt Service	1,057.66
OPEB Trust	93,462.31
Employees Retirement	19,866.09
Teachers Retirement	1.23
Law Library	164.56
Economic Crimes	85.49
Gen. Govt. Bond Projects	(497.34)
Capital Projects	11,374.06
Industrial Development	2,854.67
Riverwalk	1,548.11
Recreation Capital Projects	(18.93)
Self Insurance	7,272.44
Liability Insurance	15,872.36
Hotel Motel	284.52
Juvenile Court Clerk	826.93
2010A Recovery Zone Bonds	4,055.35
2010B Taxable Bonds	914.35
2010C Recovery Zone E. D. Bonds	0.01
2011 Bond Issue	0.25
School Capital Projects	1,335.42
Criminal Court	909.95
2013A Bond Issue	0.05
2013B Refunding Bonds	3.29
Line of Credit	980.79
Line of Credit #2	28,005.91
Sheriff	2,616.89
Drug Enforcement	802.43
TN State Sexual Offenders	58.04
Sheriff's Special Projects	5.69
School	75,618.29
Investment Pool	-
TOTAL	<u><u>390,388.58</u></u>

OFFICE OF THE COUNTY MAYOR
HAMILTON COUNTY, TENNESSEE

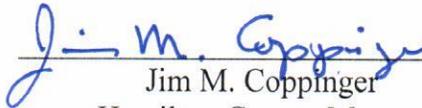
RE: REAPPOINTMENT OF HAROLD AUSTIN AS A COMMISSIONER OF EASTSIDE UTILITY
DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of Harold Austin on the Eastside Utility District Board of Commissioners expired on February 2, 2015, and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of Harold Austin.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Harold Austin is hereby reappointed to the Eastside Utility Board of Commissioners for a term of four years, beginning February 2, 2015, and expiring February 2, 2019.

This is the 2nd day of February 2015.

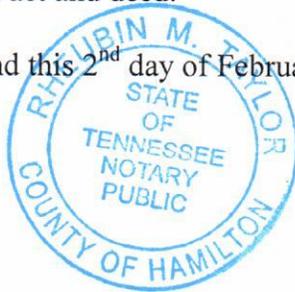


Jim M. Coppinger
Hamilton County Mayor

STATE OF TENNESSEE
COUNTY OF Hamilton County

On this 2nd day of February 2015, before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 2nd day of February 2015.





Notary Public

My Commission Expires: May 17, 2017

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JANUARY 28, 2015**

COMMITTEE ASSIGNMENTS

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

- The Trustee's Excess Fee Report and Monthly Report for December 2014 would be submitted for the record.
- Resolution No. 215-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resoluition No. 215-2, 215-3, and 215-7 was heard by a Committee of the Whole.
- Resolution No. 215-4 through 215-6, and 215-9 through 215-16 were assigned to the Finance Committee, chaired by Commissioner Graham.

Chairman Fields stated that Resolutions No. 215-2 through 215-4 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 215-2

Mayor Coppinger spoke regarding this item, which reappointed Steve Parks as chairman of the Hamilton County Employee Appeals Board for a term ending February 6, 2017. He noted that Mr. Parks had previously retired from the Chattanooga Police Department as Chief of Police.

There were no questions from Commissioners.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JANUARY 28, 2015**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 215-3

Mayor Coppinger spoke regarding this item, which reappointed Brian Keith Owensby as one member to the Hamilton County Board of Electrical Examiners with a term ending February 7, 2019. He noted that Mr. Owensby's resume was attached to Resolution No. 215-3.

In response to Commissioner Mackey's question, Mayor Coppinger confirmed that Mr. Owensby and Mr. Parks were residents of Hamilton County. He also added that both men's resumes were attached to their respective appointing resolution.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 215-4

Mayor Coppinger spoke regarding this item, which appoints Chairman Jim Fields to serve as the County Legislative Body member on the Hamilton County Public Records Commission. He noted that this was a new appointment to fill a vacancy; previous Records Commission member Larry Henry is now serving as Circuit Court Clerk.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JANUARY 28, 2015**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 215-7

Christie Jordan, Director of Hamilton County Department of Education Accounting and Budgeting, spoke regarding this item which amends the schools federal projects fund budget by adding \$5,492,612 to the FY 2014-2015 revenue and expenditure budget, amends the self-funded projects fund budget by adding \$453,859 to the FY 2014-2015 revenue and expenditure budget and amends the general purpose fund budget by reducing the FY 2014-2015 revenue and expenditure budgets by \$2,480,235. She added that the amendment was general housekeeping.

There were no questions of Ms. Jordan.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Haynes announced that he will host a public meeting to obtain further feedback on the proposed zoning change for a commercial development near the intersection of Thrasher Pike and Middle Valley Road. The meeting would be held at Middle Valley Church of God on Friday, February 6th at 6:00 pm.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JANUARY 28, 2015**

Chairman of the Finance Committee, Commissioner Graham, announced that the Finance Committee would meet in the Commission Room immediately following the agenda session.

Finance Committee Chairman Graham made comments regarding last week's Commission meeting. He praised the debate and discussions surrounding purchasing procedures during the meeting. He stated that as a result of the experience he had prepared a booklet containing a collection of current purchasing rules and regulations. He reported each member of the Commission had been given a copy of the material.

Clerk Knowles asked that the Clerk's office be provided a copy of the booklet for the record. Commission Fields said the material will be submitted.

Commissioner Boyd, Chairman of the Education Committee, announced the second joint meeting between the Education Committee and the Hamilton County Board of Education's Facilities Committee. The meeting would be held at Chattanooga School for the Liberal Arts (CSLA) on Wednesday, February 18th at 8 - 9 a.m.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JANUARY 28, 2015**

DELEGATIONS

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

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, February 4th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JANUARY 28, 2015**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) January 28, 2015

BE IT REMEMBERED, that on this 28th day of January, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

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

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

Commissioner Mackey introduced Dr. M.C. Tolbert of Faith Community Wesleyan Church for the invocation. Commissioner Mackey led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JANUARY 28, 2015**

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

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

<u> </u>	<u> W.F.K </u>
Date	Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) February 4, 2015

BE IT REMEMBERED, that on this 4th day of February, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Fields. Commissioner Mackey was absent. Total present - 8. Total absent – 1.

Chairman Fields reported that Commissioner Mackey would not be in attendance for today's meeting, due to the death of his mother.

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

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

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.

Commissioner Beck introduced Transitional Interim Kate Stulce, Pilgrim Congregational Church who gave the invocation. Commissioner Beck led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Bankston, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of January 14, 2015, the Agenda Preparation Session of January 14, 2015, the Regular Meeting of January 21, 2015, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd , "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Mackey was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

TRUSTEE’S EXCESS FEE REPORT

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

TRUSTEE’S MONTHLY REPORT

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

**RESOLUTION NO. 215-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATHS OF DEPUTY
SHERIFFS.**

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 215-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Smedley, “Aye”; and Chairman Fields, “Aye”. Commissioner Mackey was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

**RESOLUTION NO. 215-2 A RESOLUTION TO CONFIRM THE REAPPOINTMENT
BY THE COUNTY MAYOR OF THE CHAIRMAN OF THE HAMILTON COUNTY
EMPLOYEE APPEALS BOARD FOR A TERM ENDING FEBRUARY 6, 2017.**

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 215-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Mackey was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 215-3 A RESOLUTION CONFIRMING THE REAPPOINTMENT
BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY BOARD
OF ELECTRICAL EXAMINERS, TERM ENDING FEBRUARY 7, 2019.**

ON MOTION of Commissioner Bankston, seconded by Commissioner Graham, to adopt Resolution No. 215-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham,

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

“Aye”; Commissioner Haynes, “Aye”; Commissioner Smedley, “Aye”; and Chairman Fields, “Aye”. Commissioner Mackey was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

RESOLUTION NO. 215-4 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY PUBLIC RECORDS COMMISSION.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 215-4.

Chairman Fields stated he wished to abstain from voting due to a conflict of interest.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fairbanks, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Smedley, “Aye”; Chairman Fields abstained from voting. Commissioner Mackey was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 7. Total “Nay” votes – 0. Total Abstentions – 1.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

Chairman Fields asked that Resolution No. 215-7 be heard at this time.

RESOLUTION NO. 215-7 A RESOLUTION TO AMEND THE SCHOOLS FEDERAL PROJECTS FUND BUDGET BY ADDING \$5,492,612 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE SELF-FUNDED PROJECTS FUND BUDGET BY ADDING \$453,859 TO THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE GENERAL PURPOSE FUND BUDGET BY REDUCING THE FY 2014-2015 REVENUE AND EXPENDITURE BUDGETS BY \$2,480,235.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 215-7.

Commissioner Graham, Chairman of the Finance Committee reminded the Commission that the amendment was a yearly housekeeping issue.

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

Mackey was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

Chairman Fields asked that Resolutions No. 215-5, 215-6 and 215-9 through 215-16 be heard at this time.

RESOLUTION NO. 215-5 A RESOLUTION APPROVING THE PURCHASE OF A TWO (2) YEAR EXTENDED WARRANTY FOR THE SUBMERSIBLE VIDEO RAY AMOUNTING TO \$22,939.00 FROM VIDEORAY, LLC FOR THE SHERIFF’S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 215-6 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT AMENDMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF HUMAN SERVICES, TO INCREASE THE JUVENILE COURT IV-D BUDGET FOR FISCAL YEAR 2014-2015 TO COVER THE ADDITIONAL COST OF LEAVE PAY-OUTS, AND TO AMEND THE GENERAL FUND EXPENSE BUDGET BY \$88,543 AND THE REVENUE BUDGET BY \$58,438 FROM PREVIOUSLY UNBUDGETED FUNDS.

RESOLUTION NO. 215-9 A RESOLUTION ACCEPTING THE BID OF GIANT STEPS MUSIC CORPORATION FOR BAND INSTRUMENTS FOR EAST RIDGE HIGH

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

SCHOOL AMOUNTING TO \$19,947.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 215-10 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ACCEPT THE RENEWAL PROPOSAL FOR HAMILTON COUNTY'S UMBRELLA LIABILITY INSURANCE COVERAGE THROUGH BB&T/HUFFAKER & TRIMBLE WITH ONEBEACON INSURANCE COMPANY FOR A PERIOD OF ONE YEAR FOR A PREMIUM OF \$155,863.

RESOLUTION NO. 215-11 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT AN APPLICATION TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR A 2015 COMMUNITY DEVELOPMENT BLOCK GRANT IN AN AMOUNT NOT TO EXCEED \$525,000 TO PROVIDE WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 215-12 A RESOLUTION ACCEPTING THE BID OF FORD OF MURFREESBORO FOR ONE (1) 4X4 UTILITY VEHICLE AMOUNTING TO \$27,245.00 FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

RESOLUTION NO. 215-13 A RESOLUTION ACCEPTING THE BID OF Z-BAND, INC. FOR CONTRACT UNIT PRICING, BEGINNING FEBRUARY 5, 2015, THROUGH JUNE 4, 2015, FOR VIDEO DISTRIBUTION EQUIPMENT FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 215-14 A RESOLUTION ACCEPTING THE QUALIFICATIONS OF AMEC ENVIRONMENT & INFRASTRUCTURE, INC., GEO-JOBE GIS CONSULTING, GRW, INC., G-SQUARED, LLC, KCI TECHNOLOGIES, INC., KUCERA INTERNATIONAL, INC., LITTLEJOHN ENGINEERING ASSOCIATES, INC., THE SIDWELL COMPANY, STANTEC CONSULTING SERVICES, INC., TETRATECH, INC., TRUE NORTH GEOGRAPHIC TECHNOLOGIES, LLC, WISER COMPANY, LLC AND WOOLPERT, INC. FOR GEOGRAPHIC INFORMATION SYSTEM DATA ACQUISITION AND CONSULTING SERVICES BEGINNING FEBRUARY 4, 2015 THROUGH DECEMBER 31, 2018, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 215-15 A RESOLUTION ACCEPTING THE BID OF PROSYS FOR DELL SERVERS AND DELL POWER VAULT SYSTEM COMPONENTS AMOUNTING TO \$118,106.56 FOR THE INFORMATION TECHNOLOGY SERVICES

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

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

**RESOLUTION NO. 215-16 A RESOLUTION ACCEPTING THE BID OF DELL
MARKETING, LP FOR CONTRACT UNIT PRICING, BEGINNING FEBRUARY 4,
2015, THROUGH FEBRUARY 3, 2016 FOR MICROSOFT OFFICE STANDARD 2013
AND MICROSOFT OFFICE PRO PLUS 2013 LICENSES FOR THE INFORMATION
TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY
MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS
RESOLUTION.**

Commissioner Graham provided details regarding Resolutions No. 215-5, 215-6 and 215-9 through 215-16 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolutions No. 215-5, 215-6 and 215-9 through 215-16. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Mackey was

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

RESOLUTION NO. 215-8 WAS NOT USED

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Haynes announced that he will host a public meeting to obtain further feedback on the proposed zoning change for a commercial development near the intersection of Thrasher Pike and Middle Valley Road. The meeting would be held at Middle Valley Church of God on Friday, February 6th at 6:00 pm.

Members of the Commission and Mayor Coppinger spoke regarding the news of Commissioner Mackey’s mother passing. Each expressed their condolences to Commissioner Mackey and his family.

Commissioner Boyd, Chairman of the Education Committee, announced the second joint meeting between the Education Committee and the Hamilton County Board of Education’s Facilities Committee. The meeting would be held at Chattanooga School for the Liberal Arts (CSLA) on Wednesday, February 18th at 8 - 9 a.m.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

Commissioner Boyd reported that he and Commissioner Graham attended a Chattanooga High School Center for Creative Arts (CCA) event. He praised CCA for being a nationally recognized public arts magnet school.

Commissioner Boyd spoke regarding the January 21, 2015 adoption of Resolution No. 115-23, which reappointed Jennifer Stanley to the Chattanooga-Hamilton County Hospital Authority Board of Trustees. He noted that the State Attorney General's January 28, 2015 opinion expressed that a section of the state Sunshine Law prohibited public hospital boards from meeting privately to discuss certain hospital business. In closing, he alluded to old newspaper articles that reported unaccounted funds in an agency Mrs. Stanley's husband was associated with. He stated that he remained opposed to Mrs. Stanley's reappointment to the Erlanger Board.

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

Mayor Coppinger publicly recognized that Brittany Acey, a political science student at the University of Tennessee, was present in the audience to observe today's meeting. He also reported that Erlanger Hospital will make a presentation at the February 11, 2015 Agenda Session.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 4, 2015**

Clerk Knowles introduced Deputy Clerk Carrie Godwin to the Mayor and Commissioners. It was noted that Mrs. Godwin was transferred from the Clerk's Bonny Oaks Tag and Title Division to the Clerk's Courthouse Miscellaneous Tax Division. Mrs. Godwin has assumed additional duties including training as a back up to Commission Records Coordinator Brooke Weaver. He expressed his goal to always have trained staff to maintain Commission minutes.

DELEGATIONS

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

There being no further business, Chairman Fields declared the meeting in recess until February 11, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

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

MONTH: October 2014

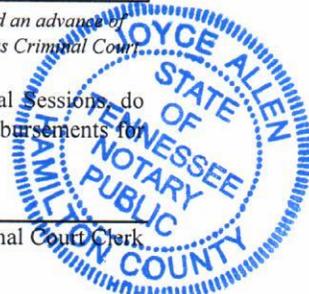
	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 189,589.48		\$ 189,589.48
Sessions Division	53,080.37		53,080.37
Delinquent Collections		\$ 48,047.11	48,047.11
Interest			
Criminal Division	295.19		295.19
Sessions Division	(309.90)		(309.90)
Delinquent Collections		222.78	222.78
Computer Service fees			
Criminal Division	2,492.00		2,492.00
Sessions Division	2,636.02		2,636.02
Delinquent Collections			-
Appropriation from Hamilton County			-
Other (reversal of prior year accruals)			
Criminal Division			-
Sessions Division			-
TOTAL REVENUES	247,783.16	48,269.89	296,053.05

EXPENDITURES, per IFAS			
Salaries			
Criminal Division	85,733.24		85,733.24
Sessions Division	98,887.25		98,887.25
Delinquent Collections		12,606.40	12,606.40
Employee Benefits - Delinquent Collections		5,385.00	5,385.00
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,454.38	1,454.38
Other - Adjustments			
Criminal Division	(12,251.52)		(12,251.52)
Sessions Division	(10,011.48)		(10,011.48)
Delinquent Collections		22,263.00	22,263.00
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	162,357.49	41,708.78	204,066.27
REVENUES OVER (UNDER) EXPENDITURES	85,425.67	6,561.11	91,986.78
BALANCE AT THE BEGINNING OF MONTH	(14,508.47)	(41,879.62)	(56,388.09)
BALANCE AT THE END OF MONTH	\$ 70,917.20	\$ (35,318.51)	\$ 35,598.69

Note - In accordance with County Commission Resolution 814-45, the County General Fund granted an advance of \$400,000 to the Criminal Court Clerk in September 2014 (the commencement of Vince Dean's term as Criminal Court Clerk). This advance is not reflected in the above monthly Clerk Report.

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

Vince Dean
Vince Dean, Criminal Court Clerk



Sworn and subscribed before me this the 27 day of January, 2014

Notary Public *Jim Allen*

My Commission Expires: 1-21-18

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

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

MONTH: November 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 5,338.48		\$ 5,338.48
Sessions Division	46,038.95		46,038.95
Delinquent Collections		\$ 81,121.79	81,121.79
Interest			
Criminal Division	(44.72)		(44.72)
Sessions Division	253.72		253.72
Delinquent Collections		(22.89)	(22.89)
Computer Service fees			
Criminal Division	20.00		20.00
Sessions Division	2,163.65		2,163.65
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	53,770.08	81,098.90	134,868.98
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	78,892.40		78,892.40
Sessions Division	106,308.85		106,308.85
Delinquent Collections		11,822.00	11,822.00
Employee Benefits - Delinquent Collections		5,212.61	5,212.61
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,385.67	1,385.67
Other - Adjustments			
Criminal Division	(6,858.66)		(6,858.66)
Sessions Division	(7,910.98)		(7,910.98)
Delinquent Collections		14,769.64	14,769.64
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	170,431.61	33,189.92	203,621.53
REVENUES OVER (UNDER) EXPENDITURES	(116,661.53)	47,908.98	(68,752.55)
BALANCE AT THE BEGINNING OF MONTH	70,917.20	(35,318.51)	35,598.69
BALANCE AT THE END OF MONTH	\$ (45,744.33)	\$ 12,590.47	\$ (33,153.86)

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

Vince Dean

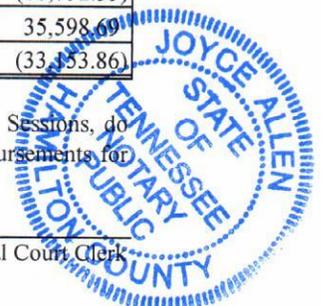
Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 27 day of January, 2014

Notary Public

Joyce Allen

My Commission Expires: 1-21-18



**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

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

MONTH: December 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 135,530.04		\$ 135,530.04
Sessions Division	43,612.43		43,612.43
Delinquent Collections		\$ 65,450.81	65,450.81
Interest			
Criminal Division	(433.86)		(433.86)
Sessions Division	878.31		878.31
Delinquent Collections		(305.41)	(305.41)
Computer Service fees			
Criminal Division	1,628.00		1,628.00
Sessions Division	2,262.64		2,262.64
Delinquent Collections			-
Appropriation from Hamilton County			-
TOTAL REVENUES	183,477.56	65,145.40	248,622.96
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	80,624.31		80,624.31
Sessions Division	108,175.55		108,175.55
Delinquent Collections		12,606.40	12,606.40
Employee Benefits - Delinquent Collections		5,195.75	5,195.75
Other operating expenditures			
Criminal Division			-
Delinquent Collections		816.76	816.76
Other - Adjustments			
Criminal Division	(6,311.39)		(6,311.39)
Sessions Division	(8,323.71)		(8,323.71)
Delinquent Collections		14,635.10	14,635.10
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	174,164.76	33,254.01	207,418.77
REVENUES OVER (UNDER) EXPENDITURES	9,312.80	31,891.39	41,204.19
BALANCE AT THE BEGINNING OF MONTH	(45,744.33)	12,590.47	(33,153.86)
BALANCE AT THE END OF MONTH	\$ (36,431.53)	\$ 44,481.86	\$ 8,050.33

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

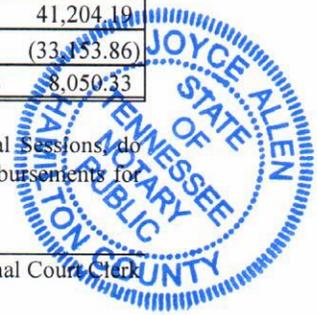
Vince Dean

Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 27 day of January, 2014

Notary Public *Joyce Allen*

My Commission Expires: 1-21-18



**OFFICE OF JUVENILE COURT CLERK
HAMILTON COUNTY, TENNESSEE
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: September 2014

SOURCE: IFAS GL2031 Report

	Month of September 2014			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 5,078.00	\$ 1,164.00	\$ 6,242.00	\$ 17,682.91
Fees and Commissions	468.30	31,455.49	31,923.79	32,107.82
Interest	161.24		161.24	472.09
Miscellaneous	686.30	318.85	1,005.15	2,448.15
Data Processing Fees		1,542.00	1,542.00	1,638.37
Courtroom Security Fees	56.00		56.00	164.00
Other - Adjustments			-	-
Total Revenue	<u>6,449.84</u>	<u>34,480.34</u>	<u>40,930.18</u>	<u>54,513.34</u>
Expenditures				
Salaries	62,702.04	41,584.74	104,286.78	294,966.26
Employee Benefits	38,013.59	26,167.68	64,181.27	181,552.63
Other Operating Expenditures	3,247.93	3,534.54	6,782.47	15,109.87
Other - Adjustments			-	-
Total Expenditures	<u>103,963.56</u>	<u>71,286.96</u>	<u>175,250.52</u>	<u>491,628.76</u>
Revenues over (under) Expenditures	(97,513.72)	(36,806.62)	(134,320.34)	(437,115.42)
Appropriation from Hamilton County	156,897.91		156,897.91	470,693.73
Net Change in Fund Balance	<u>\$ 59,384.19</u>	<u>\$ (36,806.62)</u>	<u>22,577.57</u>	<u>33,578.31</u>
Fund Balance at the Beginning of the Period			<u>554,255.03</u>	<u>543,254.29</u>
Fund Balance at the End of the Period			<u>\$576,832.60</u>	<u>\$576,832.60</u>

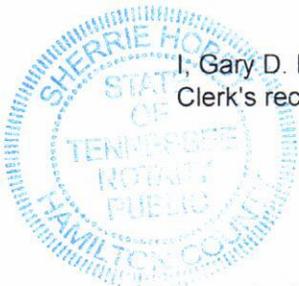
I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for September 2014.

Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 27th day of January 2015

Notary Public

My Commission Expires: 2/25/17



**OFFICE OF JUVENILE COURT CLERK
HAMILTON COUNTY, TENNESSEE
GARY D. BEHLER, JUVENILE COURT CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK

MONTH: October 2014

SOURCE: IFAS GL2031 Report

	Month of October 2014			
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	Totals - Fiscal YTD
Revenues				
Fines and Court Costs	\$ 5,398.50	\$ 2,012.00	\$ 7,410.50	\$ 25,093.41
Fees and Commissions	1,105.92	24,655.79	25,761.71	57,869.53
Interest	181.90		181.90	653.99
Miscellaneous	429.30	364.00	793.30	3,241.45
Data Processing Fees		1,150.00	1,150.00	2,788.37
Courtroom Security Fees	44.00		44.00	208.00
Other - Adjustments			-	-
Total Revenue	7,159.62	28,181.79	35,341.41	89,854.75
Expenditures				
Salaries	59,139.69	41,584.72	100,724.41	395,690.67
Employee Benefits	36,893.45	26,098.17	62,991.62	244,544.25
Other Operating Expenditures	4,037.98	3,641.10	7,679.08	22,788.95
Other - Adjustments			-	-
Total Expenditures	100,071.12	71,323.99	171,395.11	663,023.87
Revenues over (under) Expenditures	(92,911.50)	(43,142.20)	(136,053.70)	(573,169.12)
Appropriation from Hamilton County	156,897.91		156,897.91	627,591.64
Net Change in Fund Balance	\$ 63,986.41	\$ (43,142.20)	20,844.21	54,422.52
Fund Balance at the Beginning of the Period			576,832.60	543,254.29
Fund Balance at the End of the Period			\$597,676.81	\$597,676.81

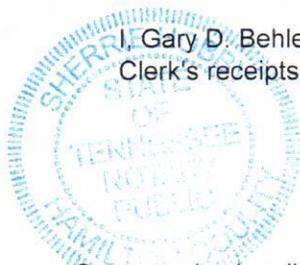
I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for October 2014.

Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 27th day of July 2015

Notary Public

My Commission Expires: 2/25/17

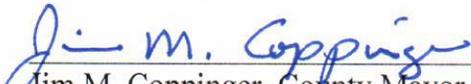


ORDER OF DESIGNATION

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 9, 2015.

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, 2015.

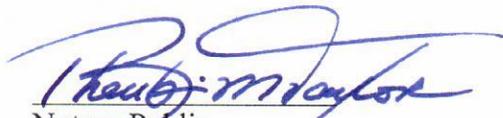

Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 29th day of January, 2015 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, 2015.




Notary Public
My Commission Expires: 5-17-17



Hamilton County Board of Commissioners RESOLUTION

No. 215-17

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATHS OF DEPUTY SHERIFFS.

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

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

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

1. That the persons named on the listing labeled **HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the persons named on the listing labeled **OATHS OF DEPUTY SHERIFFS** are accepted and the oaths therefor are approved as taken; and
3. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 18, 2015

NAME	RESIDENCE	BUSINESS
Tracy A. Allen	4002 13th Ave. Chattanooga, TN 37407 423-596-7819	Partnership for Families 5600 Brainerd Rd, Ste. B24 Chattanooga, TN 37411 423-755-2877
Dorthea G. Ball	2664 Churchill Downs Circle Chattanooga, TN 37421 423-698-8049	Maximus 5751 Uptain Rd, Ste. 206 Chattanooga, TN 37411 423-508-6500
Darlene Barnes	2245 Birdsong Way Soddy Daisy, TN 37379 423-531-2229	Ham. Co. Parks & Rec. 2277 Gold Point Circle N. Hixson, TN 37343 423-842-0177
Wanda Beaty	807 Ellen Rd. Hixson, TN 37343 423-902-6866	First Title Insurance Co. 1303 Carter St. Chattanooga, TN 37402 423-265-2507
Marsha K. Campbell	1431 Dogtown Rd. Coalmont, TN 37313 931-779-3941	Alexian Village of Tennessee 635 Alexian Way Signal Mtn., TN 37377 423-517-9565
Michelle L. Carroll	P. O. Box 68 Soddy Daisy, TN 37379 423-332-7711	TechniFire Services Co, LLC. P. O. Box 17356 Chattanooga, TN 37415 423-876-1700
Kristi M. Clowers	200 Circle Dr. NE Cleveland, TN 37312 423-476-8104	Donna H. Green, Attorney at Law P. O. Box 80547 Chattanooga, TN 37414 423-308-0279
Sean M. Corcoran	137 Leisure Lane Trenton, GA 30752 423-991-3850	Brainerd Baptist School 300 Brookfield Ave. Chattanooga, TN 37411 423-622-3873
Chris L. Cowan	6222 Harrison Ooltewah Rd. Harrison, TN 37341 423-322-6308	Alliance Physical Therapy 6711 Mountain View Ooltewah, TN 37363 423-238-1127
Benjamin Danford	8811 Standifer Gap Rd. Chattanooga, TN 37421 202-390-3361	Leland Aid of East Tennessee 535 Chesnut St, Ste. 300 Chattanooga, TN 37402 423-778-7807

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 18, 2015

NAME	RESIDENCE	BUSINESS
Wendy Davis	1777 Elsea Dr. Soddy Daisy, TN 37379 423-544-9000	American Trust Cash Advance, LLC 3631 Dayton Blvd. Chattanooga, TN 37415 423-870-5987
Mallary Delaney	205 S. Larchmont Ave. Chattanooga, TN 37411 207-570-9859	Collier Construction 1161 E. Main St. Chattanooga, TN 37408 423-265-0110
Sandra N. Derring	4722 Robinwood Dr. Chattanooga, TN 37416 423-280-3226	Ledic Management 1020 W. 37th St. Chattanooga, TN 37416 423-822-0660
Darren Estill	3133 Bonnevillle Circle Chattanooga, TN 37419 423-802-8977	Community Trust & Banking 8045 East Brainerd Rd. Chattanooga, TN 37421 423-238-8300
Deborah B. Evans	9010 Wilma Dr. Chattanooga, TN 37421 423-954-9377	Chattanooga St. Community College 4501 Amnicola Hwy Chattanooga, TN 37406 423-697-4447
Katherine Farmer	1104 Mississippi Ave. Chattanooga, TN 37405 404-317-4498	Chambliss, Bohner, & Stophel, PC 605 Chesnut St, Ste. 1700 Chattanooga, TN 37450 423-321-0418
Linda A. Foreman	6456 Rockview Ln, Apt. 54 Hixson, TN 37343 423-842-8180	Astec Industries, Inc. 1725 Shepherd Rd. Chattanooga, TN 37421 423-899-5898
R. Freeman	2151 Chamberlain Rd. Lafayette, GA 30728 423-834-6681	Title Guaranty & Trust Company 617 Walnut St. Chattanooga, TN 37402 423-266-5751
Donna Frizzell	4145 Ringgold Rd, Apt. 125 Chattanooga, TN 37412 N/A	Paty, Rymer, Ulin, and Larramore 19 Patten Parkway Chattanooga, TN 37402 423-756-6770
Timothy J. Gates	3822 Thrushwood Dr. Chattanooga, TN 37415 423-838-1022	St. Luke United Methodist Church 3210 Social Circle Chattanooga, TN 37415 423-877-6447

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**FEBRUARY 18, 2015**

NAME	RESIDENCE	BUSINESS
Catherine L. Goswick	1011 Gadd Rd, Apt. 912 Hixson, TN 37343 423-774-1772	Sondra Lively State Farm 1100 Ashland Terrace Chattanooga, TN 37415 423-870-1173
J.A. Greathouse	177 Lewis St. Rossville, GA 30741 423-619-0928	Advanced Power and Lighting 4575 Pinnacle Lane Chattanooga, TN 37415 423-510-8766
Kathy R. Green	412 S. Germantown Rd. Chattanooga, TN 37411 423-629-2071	First Volunteer Bank 728 Broad St. Chattanooga, TN 37402 423-668-4663
James Greving	1004 Mclean Ave. Signal Mountain, TN 37377 423-413-6844	Optimized Commercial Capital, LLC 711 Signal Mountain Rd, Ste. 302 Chattanooga, TN 37405 423-591-0521
Kristy L. Guhne	11216 Fritts Rd. Soddy Daisy, TN 37379 423-802-1626	Alternative Visions Hair Academy 6227 Lee Hwy, Ste. K Chattanooga, TN 37421 423-570-1886
Tabitha Henderson	7329 Moses Rd. Hixson, TN 37343 423-802-3859	Dupont Community Credit Union 4503 Hixson Pike Hixson, TN 37341 423-875-6955
K. A. Hickman	8352 Dayton Pike Soddy Daisy, TN 37379 423-401-4124	Paul's Auto Sales & Body Shop Same Same 423-842-6877
Elaine M. Hill	1436 Greenslake Rd. Chattanooga, TN 37412 423-867-2647	Partnership for Families 300 East 8th St. Chattanooga, TN 37403 423-755-2822
Sharon Hixson	925 Lee Pike Soddy Daisy, TN 37379 423-774-1732	Ham. Co. Parks & Rec. 2277 Gold Point Circle N. Hixson, TN 37343 423-842-0177
Alex Hon	230 City Green Way, Apt. 318 Chattanooga, TN 37405 251-404-2405	Title Guaranty & Trust Company 617 Walnut St. Chattanooga, TN 37402 423-266-5751

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**FEBRUARY 18, 2015**

NAME	RESIDENCE	BUSINESS
Jared Jones	9891 Sourwood Ln. Apison, TN 37302 423-693-5168	AAA 2111 Gunbarrel Rd. Chattanooga, TN 37421 423-490-2000
Michelle Kincaid	180 Robin Cove Rd. NW Cleveland, TN 37312 423-715-8362	Community Trust & Banking 9125 Lee Hwy Ooltwah, TN 37363 423-238-1111
Maria L. Kitchen	623 Ashbrook Dr. Hixson, TN 37343 423-876-8570	Erlanger Hospital 623 Ashbrook Dr. Hixson, TN 37341 423-619-0692
B. McClure	4315 Crestview Dr. Chattanooga, TN 37415 423-413-0768	Title Guaranty & Trust Company 617 Walnut St. Chattanooga, TN 37402 423-266-5751
Gayle M. Moates	1701 N. Concord Rd, Apt. 50 Chattanooga, TN 37421 423-902-5316	Dupont Community Credit Union 4503 Hixson Pike Hixson, TN 37341 423-875-6955
Linda G. Morgan	1224 Laredo Ave. Chattanooga, TN 37412 423-867-5441	Action Alarms 1601 Old Lafayette Rd. Fort Ogelthorpe, GA 30742 709-861-8602
Carla Morgan	312 McBrien Rd, Apt. 5111 Chattanooga, TN 37411 423-635-5121	Suntrust Bank 8171 East Brainerd Rd. Chattanooga, TN 37421 423-892-3481
Mary W. Myers	1413 B John Ross Road Chattanooga, TN 37412 423-867-2711	Dupont Community Credit Union 4503 Hixson Pike Hixson, TN 37341 423-875-6955
Tammy Parham	8721 Millard Lee Lane Chattanooga, TN 37416 423-322-9900	First Commerce Real Estate 8012 Short Tail Springs Rd. Ooltwah, TN 37363 423-238-7062
JoAnn Parham	104 E. Euclid Ave. Chattanooga, TN 37415 423-877-7384	Dupont Community Credit Union 7550 East Brainerd Rd. Chattanooga, TN 37421 423-875-6955

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**FEBRUARY 18, 2015**

NAME	RESIDENCE	BUSINESS
Sandra Patterson	4001 Patton Dr. Chattanooga, TN 37412 423-867-2072	Tag Manufacturing, Inc. P.O. Box 23667 Chattanooga, TN 37422 423-893-3345
Cindy J. Phillips	10512 Hunter Trace Dr. Soddy Daisy, TN 37379 423-716-8065	Randy Sharp 8111-A Hixson Pike Hixson, TN 37341 423-842-8191
Angela B. Phillips	481 Sherry Rd. Jasper, TN 37347 423-618-0557	Heights Finance 6223 Lee Hwy, Ste. 210 Chattanooga, TN 37421 423-296-9919
Katrina M. Pitner	4815 Bonny Lake Lane Chattanooga, TN 37416 423-421-4630	State of Tennessee 540 McCallie Ave, Ste. 350 Chattanooga, TN 37402 423-634-6297
Kendall R. Rankhorn	20 Mason Dr, Apt. 412 Chattanooga, TN 37415 423-443-2982	Milligan Reynolds 724 Cherry St. Chattanooga, TN 37402 423-756-0911
Jennifer C. Rash	9806 Miller Country Rd. Soddy Daisy, TN 37379 423-240-1597	Westinghouse Electric Company 401 River Terminal Rd. Chattanooga, TN 37406 423-697-5183
Rebecca Recchia	5036 High St. Ooltewah, TN 37363 423-503-3455	Edward Jones 6503 Hixson Pike, Ste. E Hixson, TN 37341 423-843-4994
Jacquelyn Robinson	7121 Holland Lane Chattanooga, TN 37421 423-320-2141	Maximus, Inc. 5751 Uptain Rd, Ste. 206 Chattanooga, TN 37411 423-508-6500
Karen Santos	1004 Brynehill Lane Chattanooga, TN 37415 423-240-1962	NA Industries, Inc. 2651 Riverport Rd. Chattanooga, TN 37415 423-624-6496
Amy L. Shepard	1117 Valentine Circle Chattanooga, TN 37405 423-667-9042	Artech Design Group 1410 Cowart St. Chattanooga, TN 37408 423-265-4313

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**FEBRUARY 18, 2015**

NAME	RESIDENCE	BUSINESS
Brooke Shirley	160 Oakwood Dr. Soddy Daisy, TN 37379 423-504-4461	Southern Health Partners 2030 Hamilton Plc Blvd, Ste. 140 Chattanooga, TN 37421 423-553-5636
Susan G. Simmons	4284 Wellesley Dr. Ooltewah, TN 37363 423-834-6003	Law Office of Rebecca G. Parker 5751 Uptain Rd, Ste. 508 Chattanooga, TN 37411 423-490-4422
Linda B. Smiddy	3907 16th Ave. Chattanooga, TN 37407 423-867-5223	Parallon Enterprise at Parkridge 941 Spring Creek Rd. East Ridge, TN 37412 423-894-7870
Amanda Smith	7739 Village Way Dr. Hixson, TN 37343 423-593-5549	Hamilton Co. Register of Deeds 625 Georgia Ave, Rm. 400 Chattanooga, TN 37402 423-209-6560
Wanda S. Smith	204 Blackwell Farm Rd. Chattanooga, TN 37421 423-421-2763	Robert Smith, Inc. 4657 Shallowford Rd. Chattanooga, TN 37411 423-892-2178
M. Staton	3619 Dreher Ln. Chattanooga, TN 37419 423-503-8315	Title Guaranty & Trust Company 617 Walnut St. Chattanooga, TN 37402 423-266-5751
Rhonda B. Wade	11924 Country Estates Dr. Apison, TN 37302 423-236-5077	NHC Chattanooga 2700 Parkwood Ave. Chattanooga, TN 37404 423-624-1533
Erika A. Walker	5908 Stonewall Dr. Harrison, TN 37341 423-284-0023	Kevin B. Wilson Law Offices 2810 Walker Rd, Ste. 102 Chattanooga, TN 37421 423-899-4424
Misty White	7984 Highway 151 Lafayette, GA 30728 423-762-8930	Warranty Title Insurance Company 6160 Shallowford Rd, Ste. 102 Chattanooga, TN 37421 423-424-4654
Melissa L. Wilson	7102 Hunter Forrest Dr. Harrison, TN 37341 423-521-6627	Hamilton County Sheriff's Office 8395 Hickory Valley Rd. Chattanooga, TN 37416 423-893-3503

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 18, 2015

NAME

RESIDENCE

BUSINESS

Kevin B. Wilson

3109 Olde Towne Lane
Chattanooga, TN 37415
423-596-8751

Self-Employed
2810 Walker Rd, Ste. 102
Chattanooga, TN 37421
423-899-4424

Linda Zinnanti

8916 Bramlett Rd.
Harrison, TN 37341
423-240-0645

Mid-South Carpenters Council
6136 Airways Blvd
Chattanooga, TN 37421
423-892-5282

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
FEBRUARY 18, 2015**

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>
Dustin Thomas Bowes	January 28, 2015
Adam Ty Williams	January 28, 2015

STATE OF TENNESSEE }
Hamilton County } ss.

I, Dustin Thomas Bowes, 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 Jan, 2015.

W. S. Knowles

By Seabee Keppel



Dustin Thomas Bowes



STATE OF TENNESSEE }
Hamilton County } ss.

I, Adam Ty Williams, 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 Jan, 2015.

W. S. Knowles

By Leibel Peep

Adam Ty Williams
Adam Ty Williams



Hamilton County Board of Commissioners RESOLUTION

No. 215-18A

A RESOLUTION TO RE-APPOINT CONSTANCE WILLIAMS AND MIKE DOUBLEDAY TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD FOR FOUR (4) YEAR TERMS BEGINNING JANUARY 19, 2015 AND ENDING JANUARY 19, 2019.

WHEREAS, the Hamilton County Board of Commissioners adopted Resolution No. 599-14 establishing the Hamilton County Health & Safety Hearing Board; and

WHEREAS, the term of the appointees representing the Commissioners of Districts 5 and 6 have expired.

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

That the following persons are re-appointed to the Hamilton County Health and Safety Hearing Board for a four (4) year term beginning January 19, 2015 and ending January 19, 2019:

APPOINTEE

Constance Williams
Mike Doubleday

APPOINTED BY

Greg Beck, District 5
Joe Graham, District 6

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 18, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 215-19

A RESOLUTION APPROVING THE APPOINTMENT OF BEN C. WILSON AS DIRECTOR OF THE HIGHWAY DEPARTMENT OF HAMILTON COUNTY, TENNESSEE.

WHEREAS, the County Mayor has duly appointed Ben C. Wilson to be the Director of the Highway Department of Hamilton County and;

WHEREAS, the salary for said position shall be Seventy Seven Thousand Six Hundred Eighteen Dollars (\$77,618) per annum, effective March 5, 2015.

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

That the appointment of Ben C. Wilson as Director of the Highway Department is hereby confirmed at a salary of Seventy Seven Thousand Six Hundred Eighteen Dollars (\$77,618) per annum.

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 18, 2015

Date

BEN C. WILSON

JOB HISTORY

Hired November of 1989 as a Highway Specialist and have continued working within Public Works Division for all my 25+ years of service. My current position is Highway Maintenance Superintendent with 12+ years of experience working directly with the Director of the Highway Department.

PROFESSIONAL EXPERIENCE

Maintenance Superintendent, Feb 2008 – present

- Assisting Director of Highway Department with daily operations including but not limited to departmental finances, records, budget preparation, personnel issues, policy, and procedures.
- Co-manage with Director over 750 miles of hot mix roads and 85+ miles of chip seal roads consisting of new construction, potholes, ditching, tile installation, 65+ bridges, mowing, tree trimming, snow/ice removal, traffic signs, road stripping, and hot mix resurfacing.
- Assist in the oversight of the Highway Departments motor pool of cars, pickups, vans, dump trucks, semi-trucks, and heavy equipment.
- Oversee and help plan projects with Engineering and/or contractors to insure schedule, efficiency, and that all contract requirements are met.
- Coordinate daily with supervisors in all departments to order materials and supplies needed to maintain work schedule for their employees.
- Supervise and work with Safety Coordinator to insure that Highway Department stays in compliance with all State and Federal safety regulations.
- Develop specs for vehicles and equipment then analyze bids once received to determine best bid.
- Respond to complaints, request, and questions from the general public, politicians, municipalities and other departments.
- General supervision of the Birchwood Landfill closure and yearly compliance; this includes oversight of all water sampling collection and lab analysis to stay in compliance with TDEC regulations.
- Coordinate with Supervisors of Preventative Line Maintenance Shops I, II, and III to ensure all vehicles and equipment are repaired properly and within budget.
- Co-manage all four of Hamilton County's fueling stations; including coordinating maintenance and repair with environmental engineer and private contractors.

- In May of 2008 preparation for the VW Plant started, Jason Payne (City Chatt.) and I was chosen to manage the project. Once the initial preparation was done, the State and local incentives packages were given to VW; Jason and I stayed on and managed all the incentive packages given to Volkswagen. I worked on the incentives until the Spring of 2011 at which time I returned full time to the Highway Department.
- I have successfully completed numerous continued education classes administered by the University of Tennessee on multiple subjects pertaining to Highway Department operations.

Maintenance Supervisor, June 2002 – 2008

- Set daily work schedules for 15+ employees daily as well as managed all heavy equipment usage.
- Receive and run work request taken from office staff to determine if the request are valid and within the right-of-way; contact requisite to let them know my findings and how/when request can be fixed.
- Inform Superintendent and Director of all aspects to perform a given project such as employees, materials, and equipment.
- Direct jobsite activities including; coordinating with utility representatives and staging job to limit traffic delays, which includes timing the arrival of equipment and materials.
- Coordinate with PLM Shops I, II, and III for work needed on vehicles and equipment.

Heavy Equipment Operator, 1991 – June 2002

- Operate numerous types of equipment such as dozers, trackhoes, skid steers, graders, tractors, rollers, backhoes, rubber tired loaders, and belt loaders in the maintenance of County Roads.
- Drive multiple types of heavy duty trucks delivering equipment and materials to jobsites.
- Help lay out projects with supervisor and provided coverage for supervisor in his absence.
- The first five years as an operator, I worked at the County Landfill off Birchwood Pike; which included running equipment to working in the office.

Highway Specialist, Nov. 1989 – 1991

- Performed multiple task assigned such as flagging, raking, shoveling, weed eating, trimming trees, etc.
- Operated mowing tractors and vehicles while cutting grass on the right-of-way.
- Filled in as crew puller on prison crew when regular employees were absent.
- Drove multiple types of trucks delivering materials to jobsites throughout the county.



Hamilton County Board of Commissioners RESOLUTION

No. 215-20

A RESOLUTION ACCEPTING THE BID OF K9 WORKING DOGS INTERNATIONAL, LLC FOR THREE (3) BELGIAN MALINOIS CANINE DOGS AMOUNTING TO \$31,050.00 FOR SHERIFF'S DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for three (3) Belgian Malinois canine dogs; and,

WHEREAS, the bid from K9 Working Dogs International, LLC amounting to \$31,050.00 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 K9 Working Dogs International, LLC for three (3) Belgian Malinois canine dogs for the Sheriff's Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contacts 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 18, 2015

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for three (3) Belgian Malinois Canine Dogs for the Hamilton County Sheriff's Department as per the following specifications.

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 11:30 a.m. (ET) on January 22, 2015 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# 0115-094: Canine Dogs". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0115-094: Canine Dogs	Bid #0115-094: Canine Dogs
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Contacts:

Questions concerning product specifications should be directed to Lt. Mark Hooper, Sheriff's Department, at (423) 413-1841.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353.

Specifications:

Vendor to supply a description of their training program and references from three (3) organizations that have purchased K-9 dogs for narcotics detection.

Please indicate to what extent your canine meets each of the specifications listed below by placing an "X" in either the "MEETS OR EXCEEDS" or "DOES NOT MEET" column. If your canines do not meet any specifications, please explain using the comments column. Canines will be picked up by the Hamilton County Sheriff's Department.

SPECIFICATIONS-MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Certified Narcotics Detection K-9			
Certified Dual Purpose K-9 Narcotics Detection/Patrol			
Facility is a Federally Licensed K-9 Training Center			
Trained according to International and US DOD specifications			
Five (5) year Health Guarantee and provide copy of document			
Five (5) year Working Guarantee and provide service warranty			
Estimated time of delivery			

Pricing:

Price per Narcotics Detection K-9:\$ _____

Price per Dual Purpose K-9:\$ _____

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. WARRANTIES:** All warranty information must be furnished.
- 37. WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

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



Hamilton County, Tennessee On-Line Bid Administration System

[Technical Support](#) | [FAQ](#) | [Help](#)
[Log Out](#)
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Solicitation 0115-094 - Log 1/12/2015 8:25 AM Eastern
Belgian Malinois Canine Dogs
 Bids Due Date/Time: 1/22/2015 11:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/22/2015 11:30:00 AM Eastern
[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
1/12/2015 8:25:21AM	Eastern	Linda Chumbler	0115-094 - Belgian Malinois Canine Dogs	Invitation	Please click on the above solicitation number to access bid document.	312	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on January 12, 2015, in the legal notices.

LEGAL NOTICE

Bids for three (3) Belgian Malinois Canine Dogs will be opened at 11:30 AM (ET) on January 22, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(3) Belgian Malinois K-9 Dogs
 January 22, 2015

Sheriff's Department
 11:30 a.m.

Vendors:	K9 Working Dogs	Southern Coast	Alabama Canine
	International	K9, Inc.	Law Enforcement
	LLC		Officer's Training
			Center, Inc.
Total Bid Price:	\$31,050.00	\$32,500.00	\$35,200.00
Warranty:	5 yr.	5 yr.	5 yr.
Delivery:	4-6 weeks	60 days	90 days
Terms:	N/A	Net 30	Net 60

Request For Bids:	
Newspaper Ad:	1/12/2015
Vendor Notification:	312
Vendor Response:	5
Budgeted:	Narcotics

Submitted a bid, but did not meet specs:
 Ventosa Kennel
 Vohne Liche Kennels, Inc.



Hamilton County Board of Commissioners RESOLUTION

No. 215-21

(P.C. NO. 2015-003)

A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 10453 EAST BRAINERD ROAD

WHEREAS, Billy McCoy/Pam Edgemon petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 10453 East Brainerd Road, and said Planning Commission after hearing recommended that this petition be approved; and,

WHEREAS, Billy McCoy/Pam Edgemon 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 18, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to R-1 Single Family Residential District, property located at 10453 East Brainerd Road. An unplatted tract of land being all that tract of land designated as Future Development on that Final Plat, Crystal Brook, as shown by plat of record in Plat Book 67, Page 184, R.O.H.C. and being the property described in Deed Book 10285, Page 141, R.O.H.C. Tax Map 173-006.04 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 18, 2015

Date

2015-003 Hamilton County
January 12, 2015

RESOLUTION

WHEREAS, Billy McCoy/Pam Edgemon petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District to R-1 Single Family Residential District, property located at 10453 East Brainerd Road.

An unplatted tract of land being all that tract of land designated as Future Development on that Final Plat, Crystal Brook, as shown by plat of record in Plat Book 67, Page 184, R.O.H.C. and being the property described in Deed Book 10285, Page 141, R.O.H.C. Tax Map 173-006.04 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on January 12, 2015,

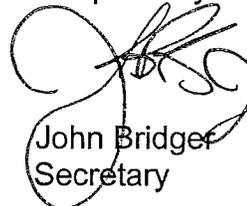
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, there was opposition present to the petition,

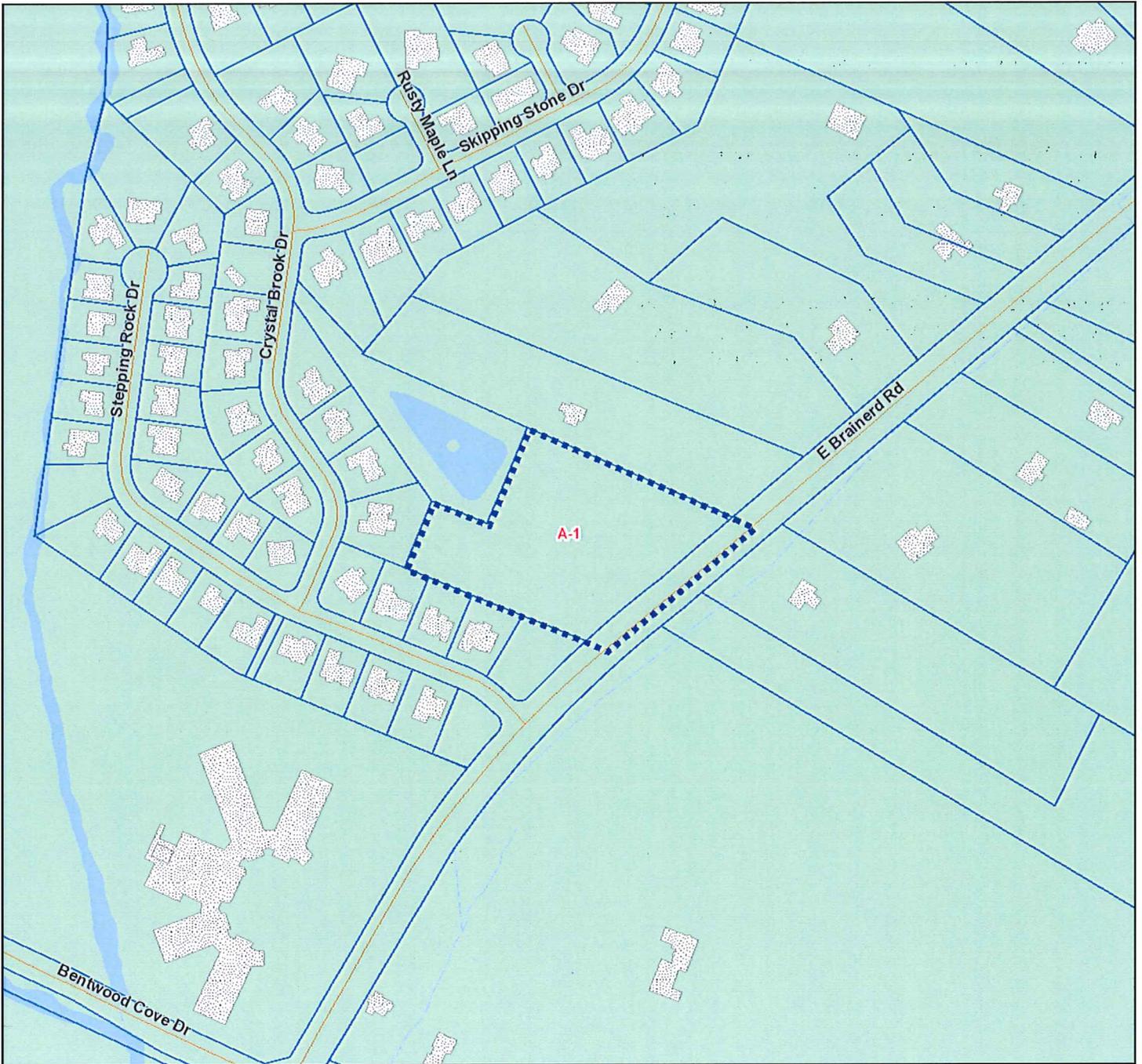
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on January 12, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2015-003 Rezoning from A-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR 2015-003: Approve



300 ft



Chattanooga Hamilton County Regional Planning Agency



PLANNING COMMISSION CASE REPORT

Case Number: 2015-003

PC Meeting Date: 01-12-15

Applicant Request

Rezone from A1 Agricultural District to R1 Single Family Residential District

Property Location:	10453 East Brainerd Road
Property Owner:	Pam Edgemon
Applicant:	Billy McCoy

Project Description

- Subdivide the 3.81-acre site into 9 lots for single-family homes.
- The R-1 District is needed because the proposed density of 2.3 dwelling units per acre just slightly exceeds the current A-1 District density maximum of 2 dwelling units per acre.

Site Analysis

Site Description

- The 3.87-acre site fronts East Brainerd Road approximately 225 feet north of the entrance to the Crystal Brook subdivision.
- Three single-family homes are adjacent to the south.
- One single-family home is adjacent to the north with a large detention pond located directly adjacent to the rear of the site.
- The average density of this area is 1.2 to 2 dwelling units per acre.

Zoning History

- All of the adjacent and nearby properties are currently zoned A-1 Agricultural.
- There is an R-1 Single-Family District within ½ mile of the site in either direction.
- There has been no recent zoning activity on this property.

Plans/Policies

- There are currently no adopted land use plans for this area.

Key Findings

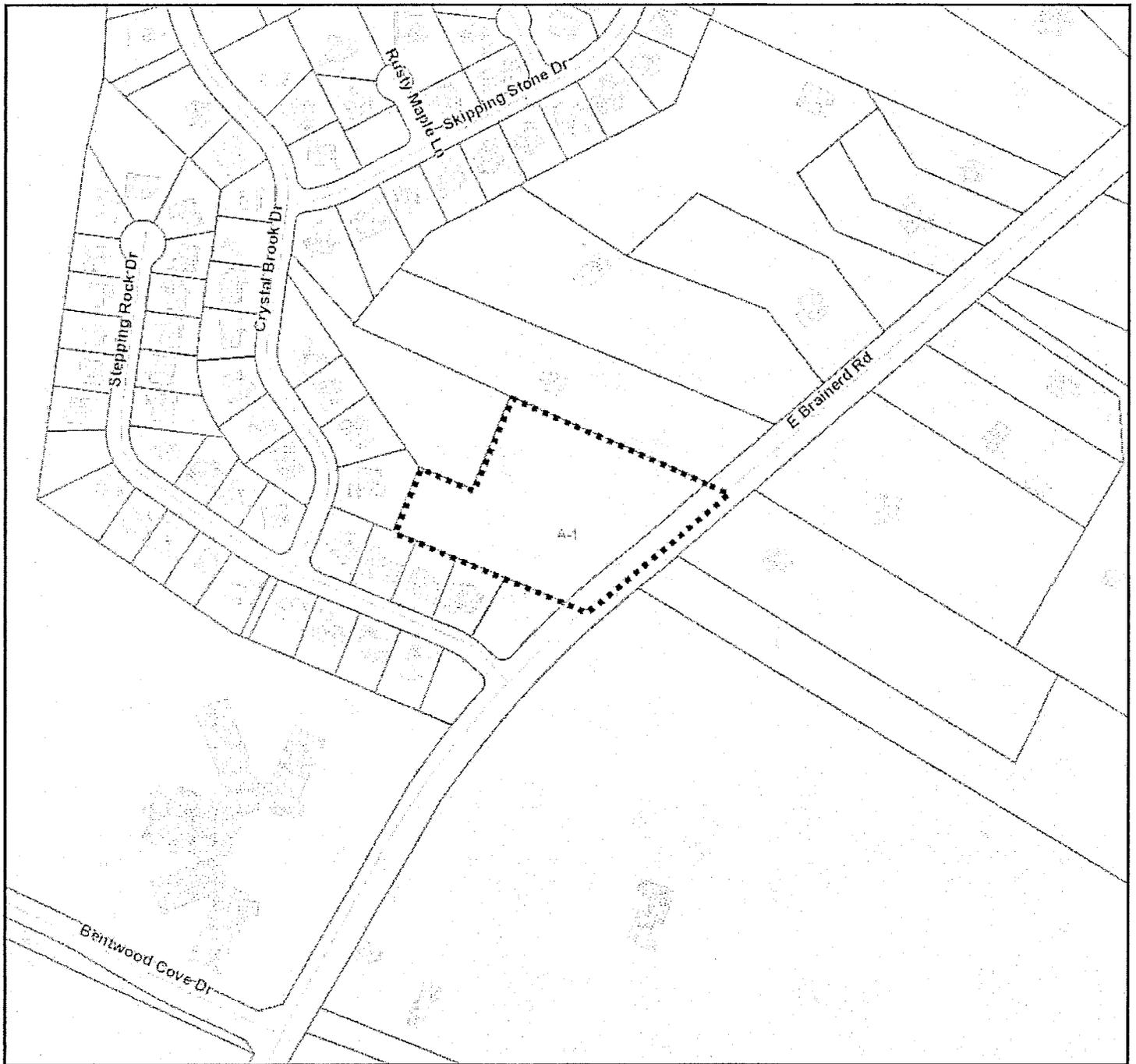
- The proposal is consistent with the single-family residential development character of the area.
- The proposed use is compatible with surrounding uses.
- The proposed residential density is compatible with the nearby densities.
- The proposal would not be an extension of an existing zone. However, there are several existing R-1 Single-Family Residential Districts within the area (approximately 1,200 feet to the north).
- The proposal would continue a precedent for future similar requests.

Staff Recommendation

Approve

Planning Commission Recommendation

Approve



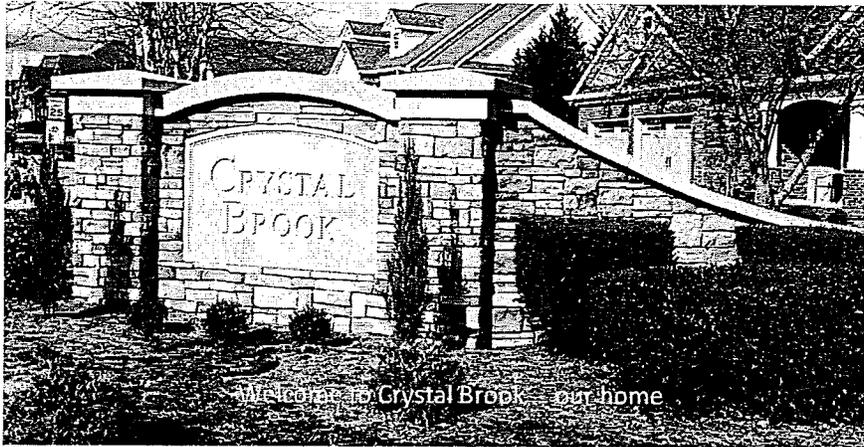
2015-003 Rezoning from A-1 to R-1

Chattanooga Hamilton County Regional Planning Agency 

To the Members of the Planning Commission
Regarding Case 2015-003
January 12, 2015

I had already booked a flight for a late Christmas with grandkids, otherwise I would be here in person to respectfully request that the rezoning from A1 to R1 on this property be denied. Let me introduce you to our Crystal Brook neighborhood so you can see pictures of what you are voting on today.



Currently there are 4 homes in Crystal Brook adjacent to the south with another 5 homes directly impacted by this new development. We are one of the homes adjacent to the south. The picture below, taken from our deck on New Year's Day, shows a portion of the 3.87 acres in question.

A portion of the lot in question



Crystal Brook was marketed by Pam Edgemon, the current owner of the 3.87 acres and developer of Crystal Brook, as a "highly restricted" community. The parcel being discussed had been treated as a community lot and maintained by home-owner dues until recently. Ms. Edgemon told some individuals purchasing homes the lot would be a single-family home for her daughter while others were told it would be a pool and clubhouse site. I realize the Planning Commission cannot be held responsible for developers who are not above board with those who purchase lots and homes in the development.

However, the Planning Commission can look at the impact of zoning changes on neighborhoods directly impacted. While development cannot be prohibited, we do request this density not be increased.

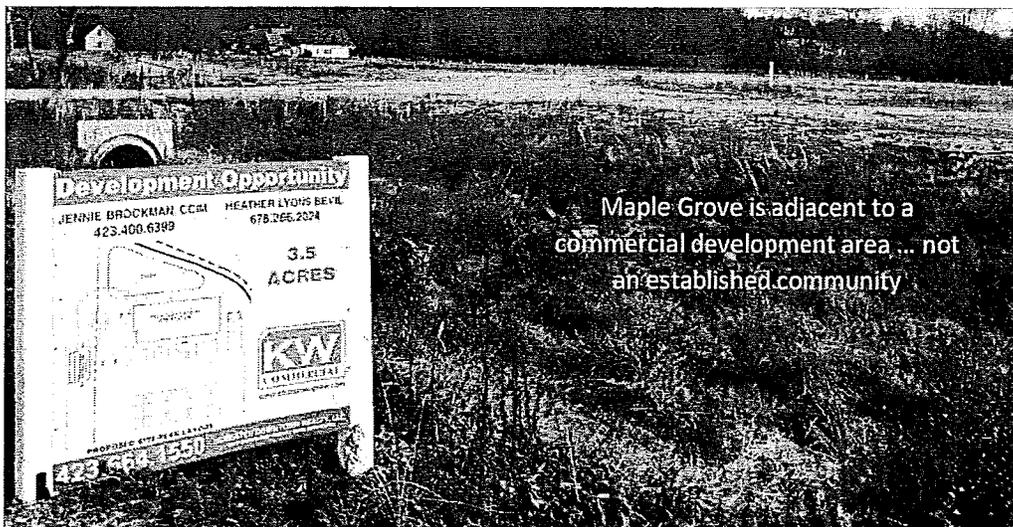
There are some key concerns in response to the staff recommendation and a concern not addressed at all:

1. **“The proposal is consistent with the single-family residential development character of the area.”**
– from staff report

Below is the Maple Grove community under development 0.6 miles before reaching Crystal Brook. The density of this neighborhood exceeds the current density of Crystal Brook and provides a visual of what the proposed density in our back-yard may look like.



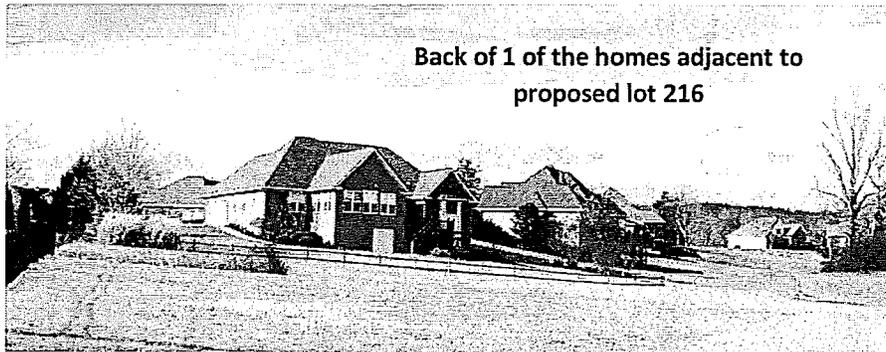
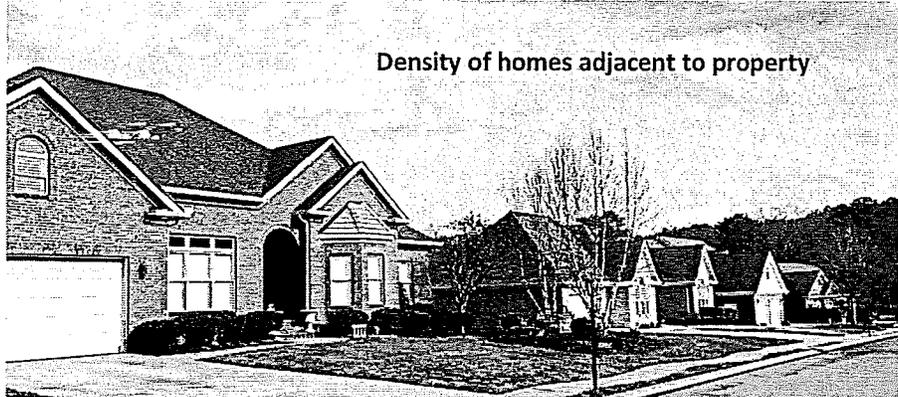
However, a closer look shows this development is adjacent to a proposed commercial development opportunity being marketed as a gas station.



This cannot be deemed as consistent with the character of the Crystal Brook community.

2. "The proposed residential density is compatible with the nearby densities." – from staff report

That may be true for Hawks Landing 0.5 miles further down East Brainerd Road and for Maple Grove. However, Hawks Landing is a newer development than Crystal Brook and Maple Grove is a brand new development. These communities are not compatible with the density of Crystal Brook and what current Crystal Brook homeowners signed up for when they invested in their homes. Crystal Brook residents were opposed to both of these developments and are opposed to the current zoning change in their literal back-yard.



You can clearly see the increased density is not consistent with the character of the area that immediately surrounds this parcel.

3. “The proposal would continue a precedent for future similar requests.” – from staff report

This is a true statement and highlights a real concern for Crystal Brook residents. Those of us who chose to live so far out did so to escape the hyper development of East Brainerd and Ooltewah. We chose Crystal Brook instead of more densely population communities for a reason. There is no place else to go in Hamilton County on this side of the river.

This is not a precedent we want to set.

4. Drainage issues are not addressed with the site plan.

The residents of Crystal Brook met with Mr. McCoy and County Commissioner Sabrina Turner. Mr. McCoy was specifically asked about the drainage concerns when additional impervious surfaces for The Cottages are added. He said they would have their own detention pond. There is no indication of a pond on the site analysis submitted to the Planning Commission.

The pictures below were taken on Sunday, January 4, just after the rain of the previous day. This was a moderate, one-day rain and the Crystal Brook detention pond did not overflow. This day the drainage issues were minimal.



How will additional runoff that is currently absorbed through undeveloped ground be handled with the addition of The Cottages? Water will run downhill to an area that already has drainage issues. There have been multiple times the “resident geese” have used the field to swim instead of the pond. This will only get worse as 9 houses, sidewalks and a road are added.



How will the proposed lot 216 be accessed and not impede the flow of water to the drainage easement?
What will be done to protect the basements of adjacent homes from flooding?



Drainage issues need to be addressed before adding impervious surfaces and certainly prior to approving a zoning change to increase the density.

In summary:

We are highly opposed to the increased density in our backyard and urge the Planning Commission to deny this case.

Mr. McCoy has indicated he has already sold all the lots with the exception of maybe one. If the increased density is to be approved, we urge the decision to be delayed until the issues of stormwater runoff are settled satisfactorily and determination is made if lot 216 is buildable.

Thank you for your time.

Sincerely,
Vickie Haley
3036 Stepping Rock Drive
Apison, TN

Dodd Pattie

From: Haley Vickie
Sent: Wednesday, January 07, 2015 7:14 AM
To: Bridger John; Rennich Karen; Haynes Greg; Dodd Pattie
Subject: Planning Commission Case 2015-003
Attachments: Planning Commission 1.12.2015.pdf

I tried to send this last night from my home email but didn't have your email addresses. I sent this to planning commission members last night.

Our home and community are impacted by this case and we wanted to pass on some concerns in advance of the meeting next week. I (Vickie) will be out of town visiting grandkids for a late Christmas but want to express my concern about this rezoning request by Billy McCoy. Attached is a PDF that lays out my concerns regarding the increased density of the development and the resulting run-off.

Anything that can be done to address our concerns is greatly appreciated.

Sincerely,

Chris & Vickie Haley
3036 Stepping Rock Drive
Apison, TN 37032



Hamilton County Board of Commissioners

RESOLUTION

No. 215-22A

(P.C. NO. 2015-015)

**A RESOLUTION TO REZONE FROM R-2A RURAL
RESIDENTIAL DISTRICT, A-1 AGRICULTURAL
DISTRICT AND C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT TO C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT, PROPERTIES LOCATED
AT 1704 & 1714 THRASHER PIKE AND 1636 & 7640
MIDDLE VALLEY ROAD**

WHEREAS, Polestar Development, LLC/Gray, Ledford & Ford, Sexton & Booher petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road, and said Planning Commission after hearing recommended that this petition be approved; and,

WHEREAS, Polestar Development, LLC/Gray, Ledford & Ford, Sexton & Booher 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 18, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road. Lots 1, 2, 5, and 6 of the Marvin Rawlston Subdivision, Plat Book 49, Page 64, R.O.H.C. and Plat Book 59, Page 32, R.O.H.C., being the properties described in Deed Book 4946, Page 431, R.O.H.C., Deed Book 4794, Page 882, R.O.H.C., Deed Book 6726, Page 893, R.O.H.C., and Deed Book 8983, Page 424, R.O.H.C. Tax Maps 083J-D-001, 002, 003, and 004 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 18, 2015

Date

2015-015 Hamilton County
January 12, 2015

RESOLUTION

WHEREAS, Polestar Development, LLC/Gray, Ledford & Ford, Sexton & Booher petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road.

Lots 1, 2, 5, and 6 of the Marvin Rawlston Subdivision, Plat Book 49, Page 64, R.O.H.C. and Plat Book 59, Page 32, R.O.H.C., being the properties described in Deed Book 4946, Page 431, R.O.H.C., Deed Book 4794, Page 882, R.O.H.C., Deed Book 6726, Page 893, R.O.H.C., and Deed Book 8983, Page 424, R.O.H.C. Tax Maps 083J-D-001, 002, 003, and 004 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on January 12, 2015,

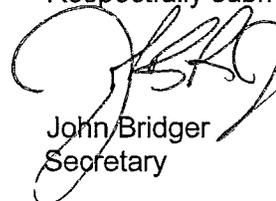
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, there was opposition present to the petition,

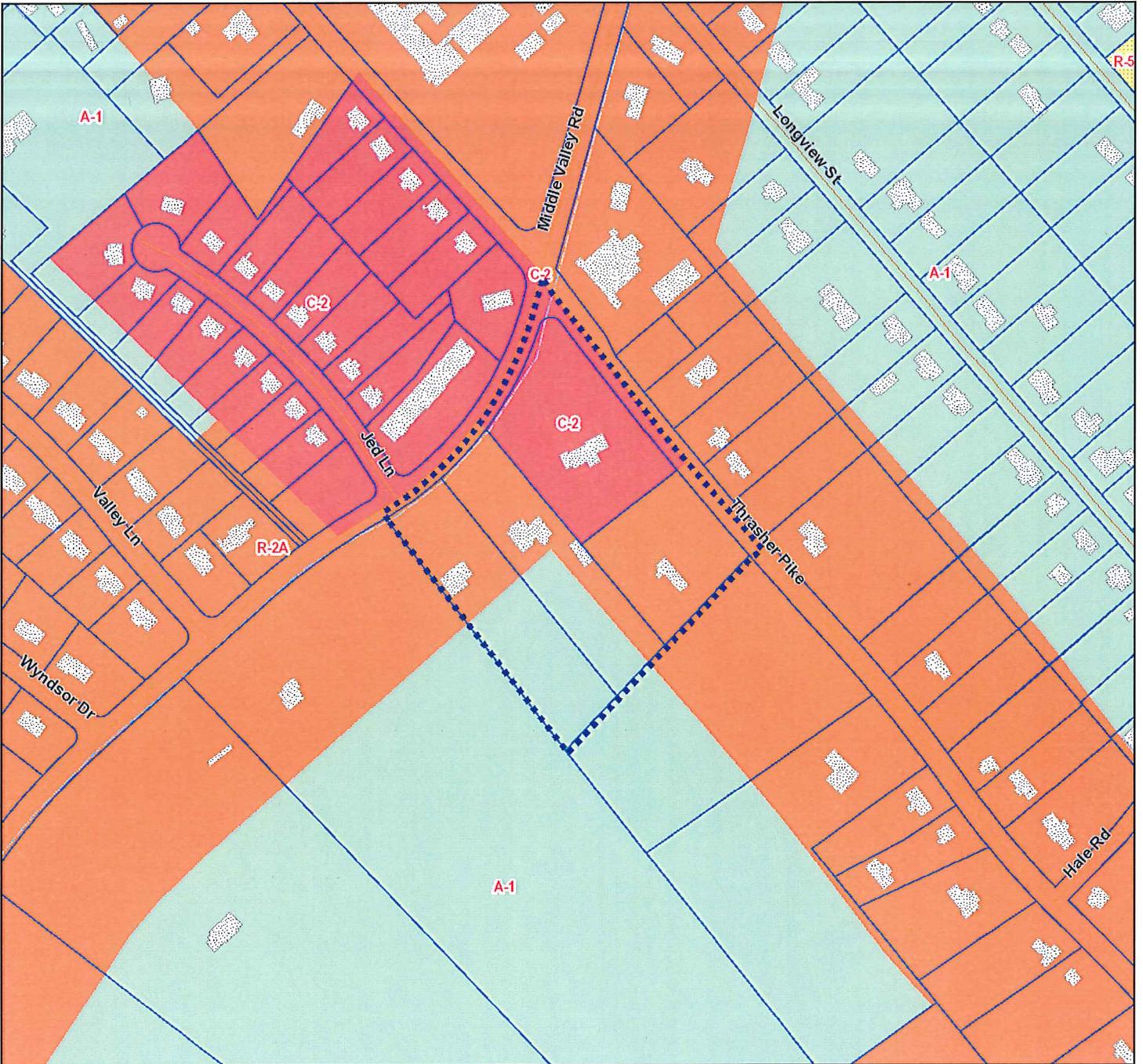
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on January 12, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalk from the proposed driveway on Thrasher Pike to the intersection of Middle Valley Road and Thrasher Pike and sidewalk from the building entry to the driveway connection location on Middle Valley Road.

Respectfully submitted,



John Bridger
Secretary



2015-015 Rezoning from R-2A, A-1 and C-2 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-015:

Approve, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalk from the proposed driveway on Thrasher Pike to the intersection of Middle Valley Road and Thrasher Pike and sidewalk from the building entry to the driveway connection location on Middle Valley Road.



300 ft



Chattanooga Hamilton County Regional Planning Agency



PLANNING COMMISSION CASE REPORT

Case Number: 2015-015

PC Meeting Date: 01-12-15

Applicant Request

Rezone from R2A Rural Residential, A1 Agricultural, and C2 Local Business Commercial (with conditions) Districts to C2 Local Business Commercial District

Property Location:	1704, 1714 Thrasher Pike & 7636, 7640 Middle Valley Road
Property Owner:	Gray, Ledford & Ford, Sexton, & Booher
Applicant:	Polestar Development, LLC

Project Description

- Site plan shows a 41,117 square foot grocery store and a fuel center with 6 pump islands.
- Access is proposed to be from Middle Valley at Chen Lane and Thrasher Pike.

Site Analysis

Site Description

- The 7.87-acre site is located on the southeast corner of Middle Valley Road and Thrasher Pike, both roads classified by the Tennessee Department of Transportation as "Urban Minor Arterials."
- The four parcels included in this request are all single-family homes.
- Bordering properties consist of a large 16 acre single family tract along the southwest property line and a vacant 4.5 acre tract along the southeast property line.
- A retail strip development and restaurant are located to the west directly across Middle Valley Road.
- There is a single family subdivision (Jed Lane), across the Middle Valley Road from the site
- Ganns Middle Valley Elementary school is located approximately 600 feet away at the northwest corner of the intersection.
- Middle Valley Church of God and four single-family homes are located to the north across Thrasher Pike.

Zoning History

- The two acre C2 portion of the site was rezoned in 2009 (case 2009-072) for a proposed office building with six specific conditions:
 - Lighting shall be directed down and away from adjacent residential property.
 - Dumpster location shall not be located adjacent to adjacent residential property (should be located on the northwest side of proposed office building and no closer than 30 feet to the southwest property line.
 - Proposed dumpster shall be appropriately screened on all four sides with landscaping, wall, or sight-obscuring fence at least 6 feet in height.
 - A 10-foot landscape buffer/screening shall be provided along the property lines as shown on a site plan dated April 9, 2009. The landscape buffer/screening may consist of evergreen trees or planted new trees.
 - If the property is subdivided in the future, the property owner voluntarily restricts the following uses for the northern portion of the property: no sale of alcohol; no adult entertainment establishments; no parking or storage garages (except for normal parking associated with C2 businesses; no used or new car lots; no dry cleaning plants/facilities; no wrecker services; no automobile repair or engine repair shops; no gasoline sales.
 - Office use shall be placed between any retail and existing residential property adjacent to the

PLANNING COMMISSION CASE REPORT

southeast property line.

Plans/Policies

- The Comprehensive Plan 2030 recommends that commercial centers and/or mixed use developments of this scale be located at roadway intersections to help provide adequate traffic circulation and safety.

Key Findings

- The proposed location for a commercial zone is consistent with the general principles of the Comprehensive Plan 2030 regarding location at a major roadway intersection.
- The proposed use and site plan does not present any land use related off-site impacts since the property does not immediately abut any existing residential subdivisions, and the existing Hamilton County landscape regulations will address buffering/screening. However, there may be traffic impacts given the scale of the development, staff recommends a traffic impact study be conducted to ensure that any traffic related impacts are addressed as the site is developed.
- The proposed site plan indicates sidewalks servicing the site only from the main access drives from Middle Valley Road and Thrasher Pike. However there are no sidewalk connections from these drives to the Middle Valley Road – Thrasher Pike intersection. With a school, church and several neighborhoods nearby, sidewalks are recommended to promote connectivity and provide residents with multiple options to access this site.
- The proposal would be an extension of an existing zone.

Staff Recommendation

Approve, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalks on the property running parallel to the Middle Valley Road and Thrasher Pike right of ways to connecting each drive with the Middle Valley Road-Thrasher Pike intersection.

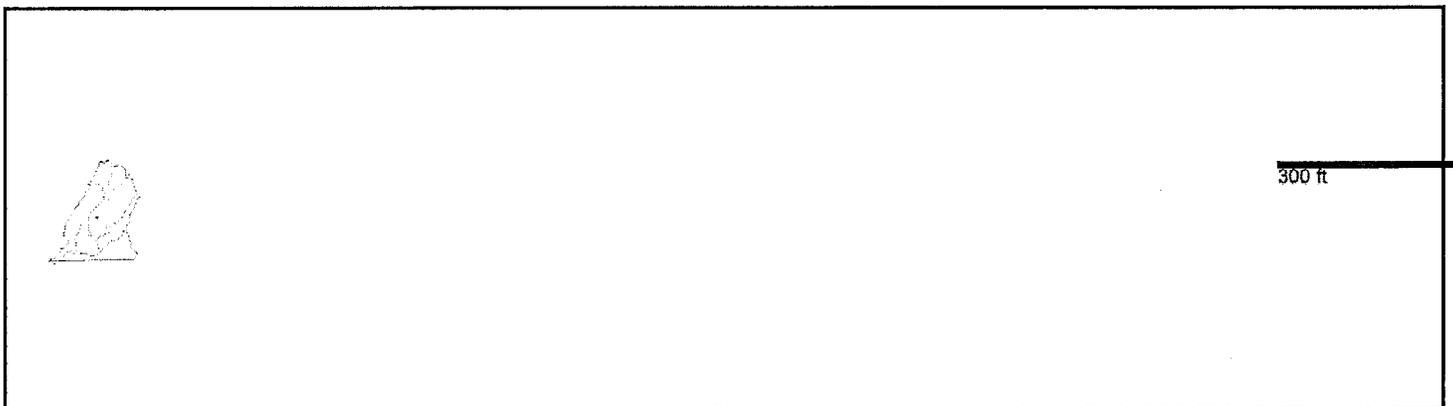
Planning Commission Recommendation

Approve, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalk from the proposed driveway on Thrasher Pike to the intersection of Middle Valley Road and Thrasher Pike and sidewalk from the building entry to the driveway connection location on Middle Valley Road.

NOTE: The revised condition allows for pedestrian accommodations as coordinated with the Hamilton County engineering staff without constraints that may result in unnecessary impacts to the existing stream along the property frontage of Middle Valley Road.



2015-015 Rezoning from R-2A, A-1 and C-2 to C-2



Attn: Regional Zoning Committee
Case # 2015- 015
Corner of Thrasher Pike and Middle Valley Road

RECEIVED

JAN - 8 - 2015

Chattanooga Hamilton County
Regional Planning Agency
Development Services

Heather Montgomery, MSN, FNP-BC
JayEvan Montgomery, Sgt. Missing Persons Division CPD
8003 Harper Road
Hixson, TN 37343

January 8, 2015

It was brought to our attention on January, 6, 2015 about the proposed rezoning of the property on the corner of Thrasher Pike and Middle Valley Road for a Wal-Mart grocery store and gas station. We have made this area our home for the last 9 years and our children attend Ganns Middle Valley Elementary. We love the area for its close proximity to everything we need yet distance from the headache of the Hixson commercial district. It is because of this and the following reasons that we highly oppose this rezoning.

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Lastly, this is a residential area. The neighborhood is happy the way it is. We moved to this area for what it offers now not what another commercial development could offer. We have a Publix, Bi-Lo, Save-A-Lot, Dollar General and a full sized Wal-Mart all within three miles of this location. There are 3 gas stations within one mile. We enjoy the old growth trees and neighborhoods. We enjoy the quiet the suburbs offer us. We simply DO NOT WANT NOR NEED THIS DEVELOPMENT.

I have included a list of opposing residents that are in agreement with us. I will be obtaining a full petition with information before the meeting on January 12th. I will provide it to you at that time. Please consider what the community wants in this rezoning matter. We are the ones who live here now and want it to stay just the way it is.

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List of citizens that are opposed to the rezoning of case # 2015-015

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Jody Swygert

Diedre Smith

Jason Smith

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Ronald Collins

Jonathan Schneider

Tammy Parks

Aimee Kling

Alexander Kling

Sheree Varner

Randy Parks

Melinda Sisk

Jeff Sisk

Jennifer Kirby

Kendall Levan White

Houston White

Rebecca Jones

Ben Simpson

Rachel Hulseay

Andrea Smith

Allison Johnson

Mike Johnson

Harry Jackson

LaWanda Jackson

Leanna Wiggins

Christopher Campbell

Caleb Stuart

Ashley Bowman

Alicia Pell

Doug Pell

Jessica Finger

Greg Finger

April Gibson

Brenda McEntyre

Kathleen Welch

Kevin Welch

Katy Guess

Tyler Guess



Hamilton County Board of Commissioners

RESOLUTION

No. 215-22B

(P.C. NO. 2015-015)

**A RESOLUTION TO REZONE FROM R-2A RURAL
RESIDENTIAL DISTRICT, A-1 AGRICULTURAL
DISTRICT AND C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT TO C-2 LOCAL BUSINESS
COMMERCIAL DISTRICT, PROPERTIES LOCATED
AT 1704 & 1714 THRASHER PIKE AND 1636 & 7640
MIDDLE VALLEY ROAD**

WHEREAS, Polestar Development, LLC/Gray, Ledford & Ford, Sexton & Booher petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road, and said Planning Commission after hearing recommended that this petition be approved; and,

WHEREAS, Polestar Development, LLC/Gray, Ledford & Ford, Sexton & Booher 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 18, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalk from the proposed driveway on Thrasher Pike to the intersection of Middle Valley Road and Thrasher Pike and sidewalk from the building entry to the driveway connection location on Middle Valley Road, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road. Lots 1, 2, 5, and 6 of the Marvin Rawlston Subdivision, Plat Book 49,

Page 64, R.O.H.C. and Plat Book 59, Page 32, R.O.H.C., being the properties described in Deed Book 4946, Page 431, R.O.H.C., Deed Book 4794, Page 882, R.O.H.C., Deed Book 6726, Page 893, R.O.H.C., and Deed Book 8983, Page 424, R.O.H.C. Tax Maps 083J-D-001, 002, 003, and 004 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 18, 2015

Date

2015-015 Hamilton County
January 12, 2015

RESOLUTION

WHEREAS, Polestar Development, LLC/Gray, Ledford & Ford, Sexton & Booher petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-2A Rural Residential District, A-1 Agricultural District and C-2 Local Business Commercial District to C-2 Local Business Commercial District, properties located at 1704 & 1714 Thrasher Pike and 1636 & 7640 Middle Valley Road.

Lots 1, 2, 5, and 6 of the Marvin Rawlston Subdivision, Plat Book 49, Page 64, R.O.H.C. and Plat Book 59, Page 32, R.O.H.C., being the properties described in Deed Book 4946, Page 431, R.O.H.C., Deed Book 4794, Page 882, R.O.H.C., Deed Book 6726, Page 893, R.O.H.C., and Deed Book 8983, Page 424, R.O.H.C. Tax Maps 083J-D-001, 002, 003, and 004 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on January 12, 2015,

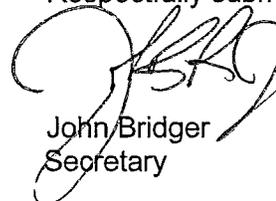
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, there was opposition present to the petition,

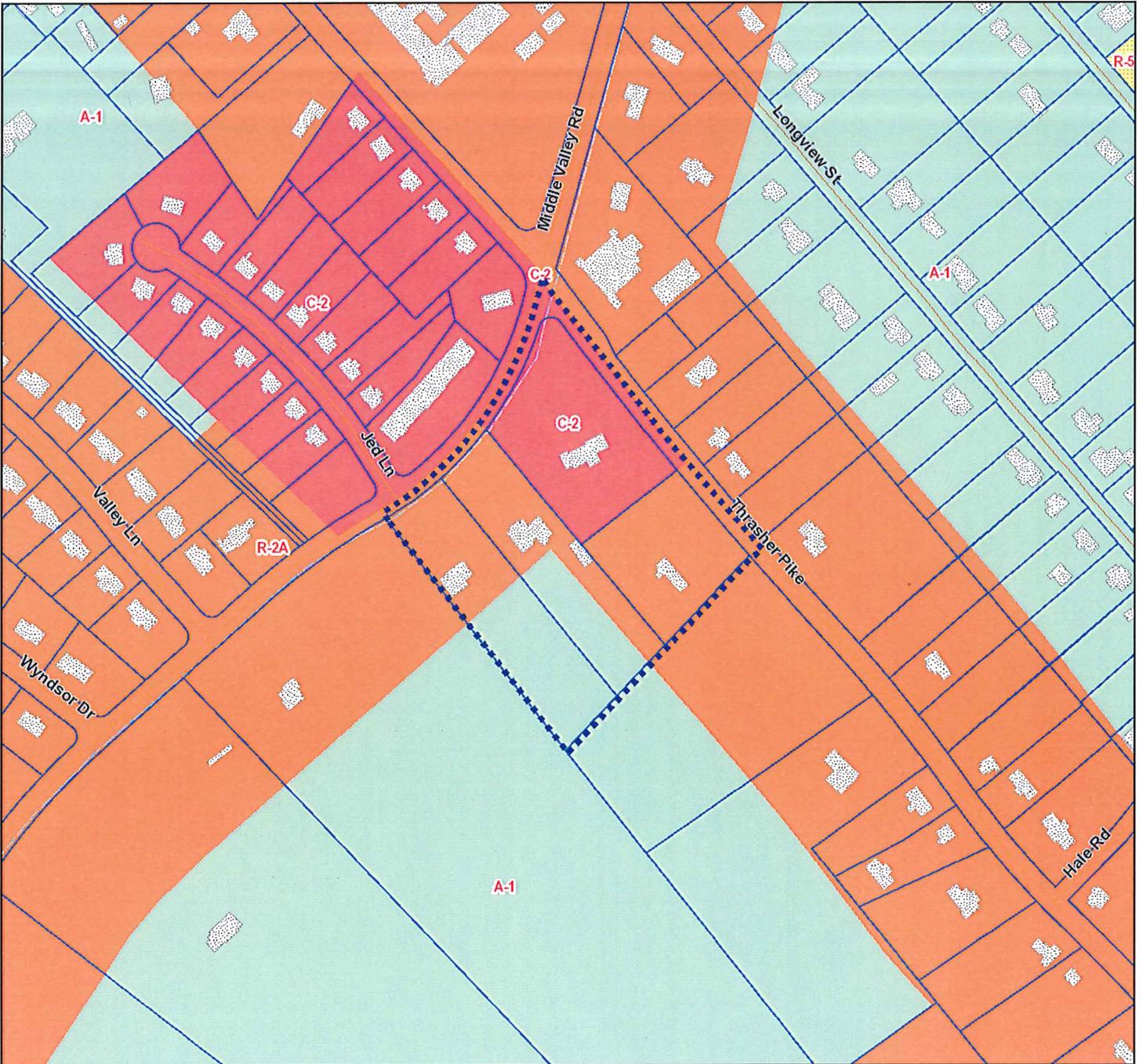
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on January 12, 2015, recommended to the County Mayor and Members of the County Commission that this petition be approved, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalk from the proposed driveway on Thrasher Pike to the intersection of Middle Valley Road and Thrasher Pike and sidewalk from the building entry to the driveway connection location on Middle Valley Road.

Respectfully submitted,



John Bridger
Secretary



2015-015 Rezoning from R-2A, A-1 and C-2 to C-2

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2015-015:

Approve, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalk from the proposed driveway on Thrasher Pike to the intersection of Middle Valley Road and Thrasher Pike and sidewalk from the building entry to the driveway connection location on Middle Valley Road.



300 ft

Chattanooga Hamilton County Regional Planning Agency



PLANNING COMMISSION CASE REPORT

Case Number: 2015-015

PC Meeting Date: 01-12-15

Applicant Request

Rezone from R2A Rural Residential, A1 Agricultural, and C2 Local Business Commercial (with conditions) Districts to C2 Local Business Commercial District

Property Location:	1704, 1714 Thrasher Pike & 7636, 7640 Middle Valley Road
Property Owner:	Gray, Ledford & Ford, Sexton, & Booher
Applicant:	Polestar Development, LLC

Project Description

- Site plan shows a 41,117 square foot grocery store and a fuel center with 6 pump islands.
- Access is proposed to be from Middle Valley at Chen Lane and Thrasher Pike.

Site Analysis

Site Description

- The 7.87-acre site is located on the southeast corner of Middle Valley Road and Thrasher Pike, both roads classified by the Tennessee Department of Transportation as "Urban Minor Arterials."
- The four parcels included in this request are all single-family homes.
- Bordering properties consist of a large 16 acre single family tract along the southwest property line and a vacant 4.5 acre tract along the southeast property line.
- A retail strip development and restaurant are located to the west directly across Middle Valley Road.
- There is a single family subdivision (Jed Lane), across the Middle Valley Road from the site
- Ganns Middle Valley Elementary school is located approximately 600 feet away at the northwest corner of the intersection.
- Middle Valley Church of God and four single-family homes are located to the north across Thrasher Pike.

Zoning History

- The two acre C2 portion of the site was rezoned in 2009 (case 2009-072) for a proposed office building with six specific conditions:
 - Lighting shall be directed down and away from adjacent residential property.
 - Dumpster location shall not be located adjacent to adjacent residential property (should be located on the northwest side of proposed office building and no closer than 30 feet to the southwest property line.
 - Proposed dumpster shall be appropriately screened on all four sides with landscaping, wall, or sight-obscuring fence at least 6 feet in height.
 - A 10-foot landscape buffer/screening shall be provided along the property lines as shown on a site plan dated April 9, 2009. The landscape buffer/screening may consist of evergreen trees or planted new trees.
 - If the property is subdivided in the future, the property owner voluntarily restricts the following uses for the northern portion of the property: no sale of alcohol; no adult entertainment establishments; no parking or storage garages (except for normal parking associated with C2 businesses; no used or new car lots; no dry cleaning plants/facilities; no wrecker services; no automobile repair or engine repair shops; no gasoline sales.
 - Office use shall be placed between any retail and existing residential property adjacent to the

PLANNING COMMISSION CASE REPORT

southeast property line.

Plans/Policies

- The Comprehensive Plan 2030 recommends that commercial centers and/or mixed use developments of this scale be located at roadway intersections to help provide adequate traffic circulation and safety.

Key Findings

- The proposed location for a commercial zone is consistent with the general principles of the Comprehensive Plan 2030 regarding location at a major roadway intersection.
- The proposed use and site plan does not present any land use related off-site impacts since the property does not immediately abut any existing residential subdivisions, and the existing Hamilton County landscape regulations will address buffering/screening. However, there may be traffic impacts given the scale of the development, staff recommends a traffic impact study be conducted to ensure that any traffic related impacts are addressed as the site is developed.
- The proposed site plan indicates sidewalks servicing the site only from the main access drives from Middle Valley Road and Thrasher Pike. However there are no sidewalk connections from these drives to the Middle Valley Road – Thrasher Pike intersection. With a school, church and several neighborhoods nearby, sidewalks are recommended to promote connectivity and provide residents with multiple options to access this site.
- The proposal would be an extension of an existing zone.

Staff Recommendation

Approve, subject to submittal of a traffic study to the Hamilton County Engineer and provision of sidewalks on the property running parallel to the Middle Valley Road and Thrasher Pike right of ways to connecting each drive with the Middle Valley Road-Thrasher Pike intersection.

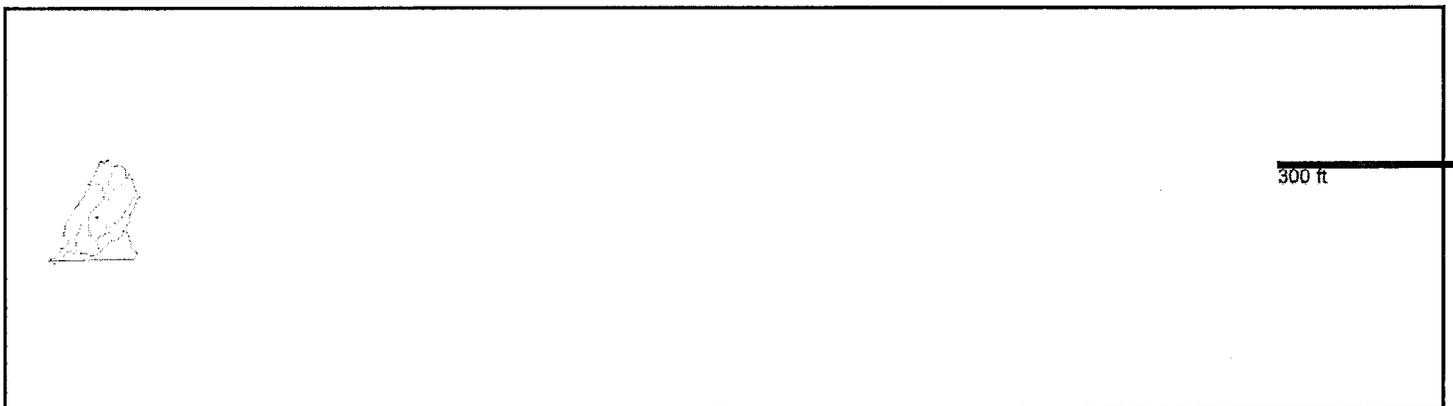
Planning Commission Recommendation

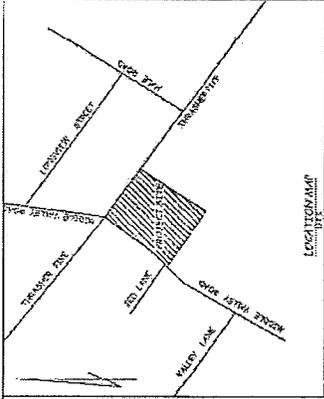
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2015-015 Rezoning from R-2A, A-1 and C-2 to C-2

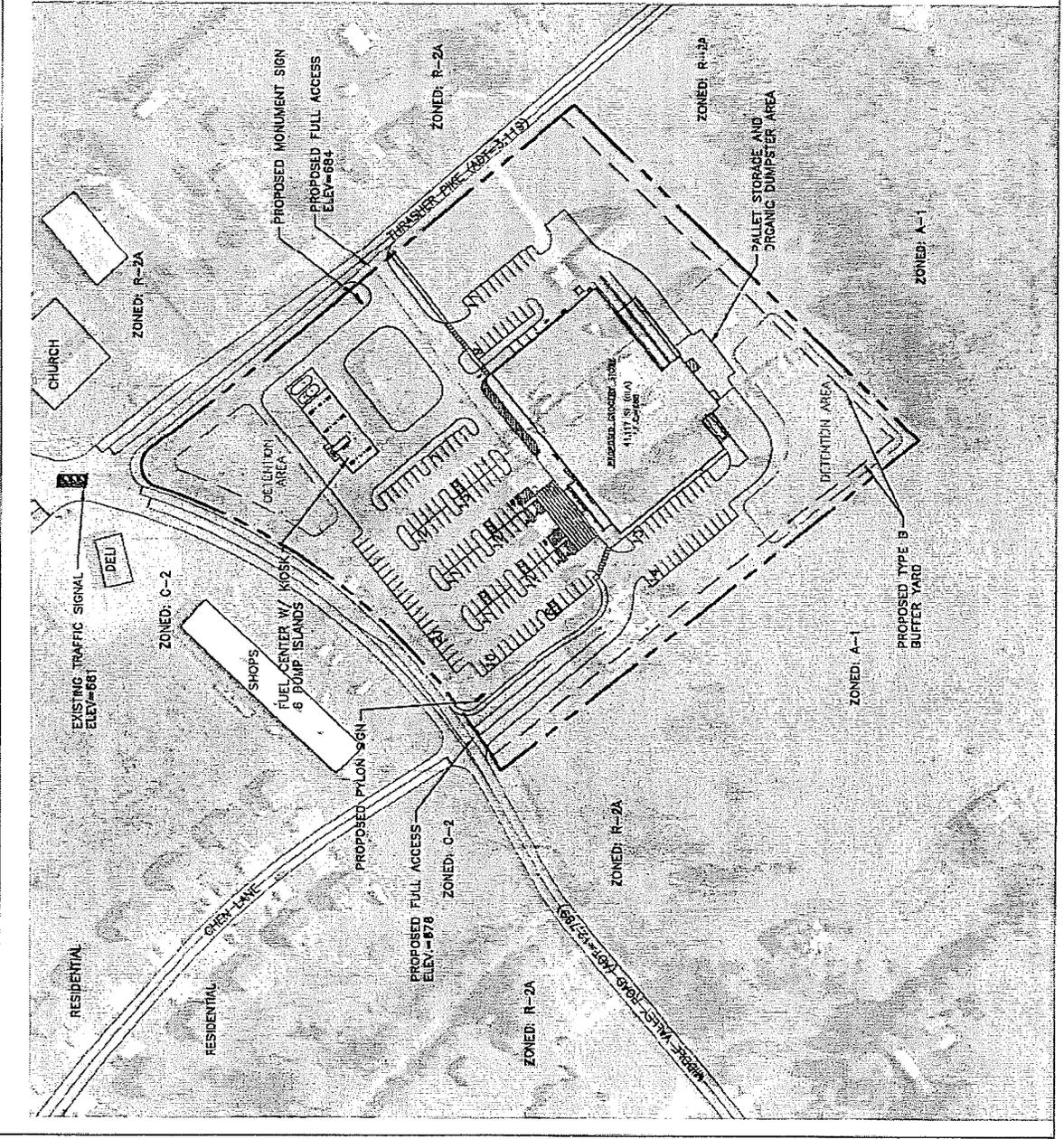
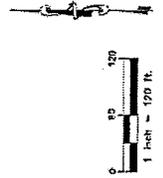




PARKING RATIO		
BUILD SF (G.A.)	F of SPACES	RATIO
GROCERY	41,117	108
REQUIRED PARKING		N/A

ACREAGE SUMMARY	
In ACRES	
EXISTING C-2	2.04
EXISTING R-2A & A-1	5.83
TOTAL SITE	7.87

RECEIVED
 DEC 4 2014
 Chattanooga Hamilton County
 Regional Planning Agency
 Development Services



2015-015

Attn: Regional Zoning Committee
Case # 2015- 015
Corner of Thrasher Pike and Middle Valley Road

RECEIVED

JAN - 8 - 2015

Chattanooga Hamilton County
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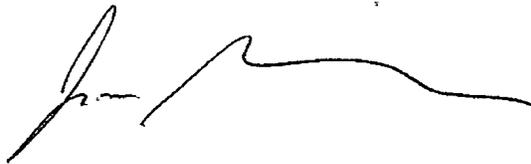
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Diedre Smith

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Randy Parks

Melinda Sisk

Jeff Sisk

Jennifer Kirby

Kendall Levan White

Houston White

Rebecca Jones

Ben Simpson

Rachel Hulseay

Andrea Smith

Allison Johnson

Mike Johnson

Harry Jackson

LaWanda Jackson

Leanna Wiggins

Christopher Campbell

Caleb Stuart

Ashley Bowman

Alicia Pell

Doug Pell

Jessica Finger

Greg Finger

April Gibson

Brenda McEntyre

Kathleen Welch

Kevin Welch

Katy Guess

Tyler Guess



Hamilton County Board of Commissioners RESOLUTION

No. 215-23

A RESOLUTION CLARIFYING THE HEALTH INSURANCE BENEFITS AVAILABLE TO HAMILTON COUNTY EMPLOYEES UPON THEIR RETIREMENT BY RESOLUTION NO. 1014-33, AS AMENDED.

WHEREAS, by Resolution No. 392.15, this county legislative body enumerated certain benefits available to Hamilton County employees upon their retirement; and

WHEREAS, said resolution was later amended (by Resolutions numbered 492-16 and 492-53) and clarification 1014-33; and

WHEREAS, clarification still needs to be made as to the expressed intent of said previous resolutions as adopted, while in no way altering or amending said previous resolutions.

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

That Hamilton County, Tennessee shall provide to its employees upon their respective retirement the following benefits, in addition to those to which they are specifically qualified to receive through the Tennessee Consolidated Retirement System "TCRS":

1. Any employee retiring before reaching the age of sixty (60) years, and having less than thirty (30) years of service with Hamilton County, will not be allowed to continue on the County's health insurance plan.
2. Any employee retiring with thirty (30) years of service to Hamilton County, irrespective of their age at the time of their retirement, shall be allowed to continue on the County's health insurance plan after their retirement until they attain the age at which they will be eligible for Medicare coverage and shall not be required to pay for said coverage. Such employee's spouse and/or child(ren) (as may be federally-required for coverage of health insurance), shall likewise be entitled to remain on the County's health insurance plan until said spouse attains the age at which they are eligible for Medicare coverage or for ten years after the

retiree becomes eligible for Medicare, whichever comes first. Dependent child(ren) who are covered as of the date of said employees retirement and are federally eligible for coverage of health insurance, shall remain on the County health insurance plan until said child(ren) attains the age at which they are no longer allowed to be covered by their parent's plan or for ten years after the retiree becomes eligible for Medicare, whichever comes first. (per Resolution 492-53)

3. Any employee retiring upon reaching the age of 60 years, with no less than ten (10) years and no more than fifteen (15) years of service to Hamilton County, shall be allowed to continue on the County's health insurance plan after their retirement until they attain the age at which they will be eligible for Medicare coverage by paying two-thirds (2/3) of the monthly rate as non-retired employees of the County. Such employee's spouse and/or child(ren) (as may be federally-required for coverage of health insurance), shall likewise be entitled to remain on the County's health insurance plan until said spouse attains the age at which they are eligible for Medicare coverage or for ten years after the retiree becomes eligible for Medicare, whichever comes first. Dependent child(ren) who are covered as of the date of said employees retirement and are federally eligible for coverage of health insurance, shall remain on the County health insurance plan until said child(ren) attains the age at which they are no longer allowed to be covered by their parent's plan or for ten years after the retiree becomes eligible for Medicare, whichever comes first. (per Resolution 492-53)
4. Any employee retiring upon reaching the age of 60 years, with a minimum of fifteen (15) years but less than twenty (20) years of service to Hamilton County, shall be allowed to continue on the County's health insurance plan after their retirement until they attain the age at which they will be eligible for Medicare coverage by paying one-third (1/3) of the monthly rate as non-retired employees of the County. Such employee's spouse and/or child(ren) (as may be federally-required for coverage of health insurance), shall likewise be entitled to remain on the County's health insurance plan until said spouse attains the age at which they are eligible for Medicare coverage or for ten years after the retiree becomes eligible for Medicare, whichever comes first. Dependent child(ren) who are covered as of the date of said employees retirement and are federally eligible for coverage of health insurance, shall remain on the County health insurance plan until said child(ren) attains the age at which they are no longer allowed to be covered by their parent's plan or for ten years after the retiree becomes eligible for Medicare, whichever comes first. (per Resolution 492-53)
5. Any employee retiring upon reaching the age of 60 years, with a minimum of twenty (20) years but less than thirty (30) years of service to Hamilton County, shall be allowed to continue on the County's health insurance plan after their retirement until they attain the age at which they will be eligible for Medicare coverage, and shall not be required to pay for said coverage. Such employee's spouse and/or child(ren) (as may be federally eligible for coverage of health insurance), shall likewise be entitled to remain on the County's health insurance plan until said spouse attains the age at which they are eligible for

Medicare coverage or for ten years after the retiree becomes eligible for Medicare, whichever comes first. Dependent child(ren) who are covered as of the date of said employees retirement and are federally eligible for coverage of health insurance, shall remain on the County health insurance plan until said child(ren) attains the age at which they are no longer allowed to be covered by their parent's plan or for ten years after the retiree becomes eligible for Medicare, whichever comes first. (per Resolution 492-53)

6. Any employee retiring upon reaching the age wherein they are eligible for Medicare shall not be allowed to continue on the County's health insurance plan. However, such employee's spouse at the time of the employee's retirement and/or child(ren) (as may be federally-required for coverage of health insurance) shall be entitled to remain on the County's health insurance plan until said spouse attains the age at which they are eligible for Medicare coverage or for ten years after the retiree becomes eligible for Medicare, whichever comes first. Dependent child(ren) who are covered as of the date of said employees retirement and are federally eligible for coverage of health insurance, shall remain on the County health insurance plan until said child(ren) attains the age at which they are no longer allowed to be covered by their parent's plan or for ten years after the retiree becomes eligible for Medicare, whichever comes first. (per Resolution 492-53)
7. Once a rate has been determined for a retiree, said retiree's monthly rate will remain the same until coverage is cancelled. (per Resolution 392-15)
8. All coverage for the retiree will cease upon said retiree becoming eligible for Medicare. Likewise, all coverage for the spouse will cease upon said spouse becoming eligible for Medicare. (per Resolution 492-53)
9. Employees eligible for retirement must elect coverage at the date of their retirement and must pay their required share monthly, in advance. (per Resolution 392-15)
10. Any retiree who acquires employment subsequent to their retirement from the County and has health insurance available to them through their post-retirement employment shall not be eligible to continue on the County's health insurance plan until they are eligible for Medicare. (per Resolution 684-50)
11. In the event of the death of a retiree, the surviving spouse will continue to be covered on the County's health insurance plan until the earlier of: their remarriage, they become eligible for Medicare, or the elapse of ten (10) years from the date of the death of the retired County employee. (per Resolution 492-16)
12. In the event of the death of a retiree, Dependent child(ren) who are covered as of the date of death of retiree and are federally eligible for coverage of health insurance, shall remain on the County health insurance plan until said child(ren) attains the age at which they are no longer allowed to be covered by their parent's plan or for ten years after the date of the death of the retiree whichever comes first. (per Resolution 492-16)

13. All County employees shall be given full credit toward their retirement requirements for up to four (4) years of United States military service as defined by TCRS. (per Resolution 501-23)
14. Future amendments to this policy will require a two-thirds (2/3) vote of the county legislative body.

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 18, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 215-24

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 WITH THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NACCHO) FOR \$3,500.00 TO SUPPORT THE MEDICAL RESERVE CORPS OF CHATTANOOGA, AND TO AMEND THE ADMINISTRATION REVENUES AND EXPENDITURES BUDGET.

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

WHEREAS, the National Association of City and County Health Officials desires to contract with Chattanooga-Hamilton County Health Department for purchases of supplies to be used in capacity building activities related to the Health Department's Medical Reserve Corps for \$3,500.00; and

WHEREAS, such capacity building activities as are necessary to efficiently manage the Health Department's Medical Reserve Corps.

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

That the County Mayor be authorized to sign the attached contract with the National Association of City and County Health Officials for Medical Reserve Corps capacity building activities and amend the Administration Revenues and Expenditures Budget by \$3,500.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date

**National Association of County and City Health Officials
Agreement**

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 15 - 0186

This Agreement is entered into, effective as of the date of the later signature indicated below (the 'Effective Date'), by and between the **National Association of County and City Health Officials** ('NACCHO'), with its principal place of business at 1100 17th St., N.W., 7th Floor, Washington, DC 20036, and **Chattanooga-Hamilton County Health Department** ('Organization'), with its principal place of business at **921 E. Third Street, Chattanooga, Tennessee 37403**

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant # 5 MRCSG101005-04-00, CFDA # 93.008) (the 'Grant') to build the capacity of local Medical Reserve Corps ('MRC') units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Assistance Secretary for Preparedness and Response's Division of the Civilian Volunteer Medical Reserve Corps ('ASPR/DCVMRC');

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the ASPR/DCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the ASPR/DCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. **ORGANIZATION'S OBLIGATIONS**: In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

1. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
2. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
3. Provides the ASPR/DCVMRC with regular updates of programs and plans;
4. Actively works towards National Incident Management System ("NIMS") compliance;
5. Agrees to participate in MRC Unit Technical Assistance assessments;
6. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
7. Maintains Registered status with the ASPR/DCVMRC; and
8. Agrees to complete program/event/activity evaluations provided by NACCHO

2. **TERM OF AGREEMENT:** The term of the Agreement shall be begin on **January 8, 2015** and shall continue until **July 31, 2015** (the "Term").

3. **PAYMENT FOR SERVICES:** In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Three thousand Five Hundred Dollars (\$3500.00). Payment will be made before the expiration of the Term of the Agreement.

4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. **ASSIGNMENT:** Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.

6. **INTERFERING CONDITIONS:** Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

7. **RESOLUTION OF DISPUTES:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs

incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.

10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).

11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.

12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that its is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

13. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.

14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

FOR NACCHO:

National Association of County and City Health Officials
Attn: Naccho MRC Team
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 873-5550

Fax (202) 783-1583
Email: mrc@naccho.org

FOR CONTRACTOR:

TO ORGANIZATION:

Chattanooga-Hamilton County Health Department
Sabrina Novak
Emergency Response Coordinator
921 E. Third Street
Chattanooga, Tennessee 37403
Tel. 4232098073

15. AUTHORITY TO BIND PARTY: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: _____

By: Becky Barnes

Name: Dawn P. Richardson,
JD, MA

Name: Becky Barnes
~~Sabrina Novak~~

Organization: National Association
of County and City
Health Officials

Title: Administrator

Organization: Chattanooga-
Hamilton County
Health Department

Address: 1100 17th Street, NW
Washington, DC
20036

Address: 921 E. Third Street
Chattanooga,
Tennessee 37403

Phone: 202-507-4264

Phone: 4232098073

Fax: 202-783-1583

Fax: 4232098069

EIN: 52-1426663

EIN: 626000636

Date:

Date: _____

By: _____

Name: Jim M. Coppinger

Title: County Mayor

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **Chattanooga-Hamilton County Health Department** has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 'Debarment and Suspension.'

Signature of Authorized Certifying Official <u>Jim M. Coppinger</u>	Title <u>County Mayor</u>
Organization <u>Chattanooga-Hamilton County Health Department</u>	Date Signed _____



Hamilton County Board of Commissioners RESOLUTION

No. 215-25

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER AN AGREEMENT WITH THE TENNESSEE EMERGENCY MANAGEMENT AGENCY (TEMA) FOR A GRANT OF \$303,800.04 WITH A TERM ENDING SEPTEMBER 30, 2019 FOR FIXED NUCLEAR FACILITIES EMERGENCY PLANNING.

WHEREAS, TEMA requires local governments to provide certain services in order to prepare for radiological emergencies associated with fixed nuclear power facilities; and,

WHEREAS, Hamilton County Emergency Management is responsible for the provision of emergency preparedness associated with Watts Bar and Sequoyah Nuclear Power Facilities, Inc.; and,

WHEREAS, TEMA has funds available to assist local governments with personnel and equipment costs associated with preparedness; and,

WHEREAS, the County has been awarded a five (5) year grant to implement said preparedness, and,

WHEREAS, the grant amount for 2015-2019 is \$303,800.04: and,

WHEREAS, no matching funds are required; and,

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

1. The County Mayor is hereby authorized to execute a five-year agreement (copy available upon request) with the Tennessee Emergency Management Agency for a grant of \$303,800.04 for fixed nuclear facilities emergency planning, and the County General Fund budget is hereby adding \$303,800.04 to the Revenue and Expenditures budgets of the Hamilton County Emergency Services Department.

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 18, 2015

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 10/01/2014	End Date 09/30/2019	Agency Tracking # 34101-28615	Edison ID		
Grantee Legal Entity Name HAMILTON COUNTY				Edison Vendor ID 4208	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # N/A			
		Grantee's fiscal year end: June 30th			
Service Caption (one line only) TENNESSEE VALLEY AUTHORITY EMERGENCY PREPAREDNESS FUNDING FEDERAL FY 2015-2019					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2015		303,800.04			303,800.04
TOTAL:		303,800.04			303,800.04
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		<p>This contract is in the best interest of the State. It is in accordance with the Tennessee Valley Authority program to maintain and operate the radiological emergency plans for Sequoyah, Watts Bar and Browns Ferry Nuclear Plants. The program provides funding to those established counties defined as Risk Counties and those established counties defined as Host Counties. These Risk and Host counties are provided funding to maintain capabilities in the event of radiological emergency. The Grants are not competitive; any eligible entity may receive funding. The grantee will follow state and local procurement laws.</p>			
<input checked="" type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY AND
HAMILTON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County, hereinafter referred to as the "Grantee," is for the provision of providing funds to ensure emergency preparedness in the event of radiological emergencies associated with the operation of nuclear power plants, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee agrees to:

Complete those performance tasks outlined in section A.3. (Emergency Preparedness), in conformity with the Grant Budget listed on Attachment 2. The performance tasks will be in accordance with the guidelines established by the Tennessee Valley Authority (TVA) and Tennessee Emergency Management Agency (TEMA), for the purpose of the function and maintenance of radiological emergency plans (REP) as required by the Nuclear Regulatory Commission (NRC) and the Federal Emergency Management Agency (FEMA) for the operation of TVA's nuclear plants.

A.3. Emergency Preparedness

Performance Task Title: Hamilton County, Tennessee
Emergency Preparedness
In the Event of Radiological Emergencies
Associated with the Operation of Nuclear Power Plants.
TVA GRANT PROGRAMS

Location: Hamilton County, Tennessee

Description: Hamilton County, Tennessee shall provide for and maintain a full-time position dedicated to fixed nuclear facility planning and response. This position shall assist in writing and updating the local emergency plan as it relates to TVA's nuclear plants. This plan must adhere to the guidelines prescribed in the appropriate State emergency operations plan. Hamilton County shall be responsible for organizing and training local staff in the interpretation and implementation of the aforementioned emergency plan and will ensure that it has the required emergency equipment and services adequate to support the fixed nuclear facility program. This program is supported by assistance from the Tennessee Valley Authority (TVA), a federal agency.

Prior written approval from the State is required for any equipment expenditures authorized under this grant. This includes, but is not limited to: equipment repair; equipment replacement; new equipment; and equipment maintenance. Equipment must be retained and maintained to ensure its operational availability in the event it is required by the State for a radiological emergency. Such equipment shall meet all State and TVA specifications.

Hamilton County shall submit to the State three (3) quarterly and one final (annual) report detailing the disposition and condition of all equipment procured with TVA funds or donated by

TVA. In addition, the report shall include progress or completion of services performed under this grant for that period. Said report shall be submitted to the State within fifteen (15) calendar days after the close of each quarter.

Hamilton County shall participate in radiological emergency preparedness exercises and drills as required and shall provide public information, education support, programmatic radiological emergency preparedness support as required and shall participate in periodic planning, coordination and enhanced communication meetings with the State.

A.4. The Federal Award Identification Worksheet is listed as Attachment 1.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2014 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three hundred three thousand, eight hundred dollars and 04/100 (\$303,800.04) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

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

Tennessee Emergency Management Agency
TVA Program Manager
3041 Sidco Drive
Nashville, TN 37204

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).

- (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund

the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.

- b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Tim Holden, Program Manager
 Tennessee Valley Authority Program
 Tennessee Emergency Management Agency
 3041 Sidco Drive
 Nashville, TN 37204
tholden@tnema.org
 Telephone #: (615) 741-2128
 FAX #: (615) 242-4770

The Grantee:

Jim Coppinger, County Mayor
 Hamilton County
 Hamilton County Courthouse
 625 Georgia Avenue, Room 208
 Chattanooga, TN 37402
jcoppinger@hamiltontn.gov
 Telephone #: (423) 209-6105
 FAX #: (423) 209-6101

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.
- The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at faaudit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes

and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. The obligations of the parties to this Grant Contract are relieved to the extent the parties' non-performance is beyond the parties' control despite the exercise of due care due to, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

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

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

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

IN WITNESS WHEREOF,

HAMILTON COUNTY:

GRANTEE SIGNATURE

DATE

JIM COPPINGER, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**MG TERRY M. HASTON, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT**

DATE

**I certify that this entity meets Civil
Rights Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Hamilton County
Subrecipient's DUNS number	806990040
Federal Award Identification Number (FAIN)	N/A
Federal award date	10/01/2014
CFDA number and name	N/A
Grant contract's begin date	10/01/2014
Grant contract's end date	09/30/2019
Amount of federal funds obligated by this grant contract	303,800.04
Total amount of federal funds obligated to the subrecipient	303,800.04
Total amount of the federal award to the pass-through entity (Grantor State Agency)	1,606,413.24
Name of federal awarding agency	Tennessee Valley Authority
Name and contact information for the federal awarding official	Mr. Walter H. Lee, III Director of Emergency Preparedness Tennessee Valley Authority 1101 Market Street, LP 6B-C Chattanooga, TN 37402-2801 423-751-8577
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 2

Page 1

GRANT BUDGET				
GRANTEE NAME: HAMILTON COUNTY TENNESSEE VALLEY AUTHORITY EMERGENCY PREPAREDNESS PROGRAM 2015-2019				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/14 END: 09/30/19				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	303,800.04	0.00	303,800.04
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	303,800.04	0.00	303,800.04

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

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

ATTACHMENT 2

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
EQUIPMENT/SUPPLIES	109,881.64
PROGRAM ADMINISTRATION	193,918.40
TOTAL	303,800.04



Hamilton County Board of Commissioners RESOLUTION

No. 215-26

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR ONE (1) 4X2 UTILITY VEHICLE FOR THE HAMILTON COUNTY FELONY COMMUNITY CORRECTIONS PROGRAM AMOUNTING TO \$19,116.00 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) 4X2 utility vehicle; and,

WHEREAS, the bid from Mountain View Ford amounting to \$19,116.00 was considered to be the lowest and best bid received; and,

WHEREAS, the cost of this vehicle is being funded by a grant from the Tennessee Department of Correction (Resolution 414-29) and 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 Mountain View Ford for one (1) 4X2 utility vehicle amounting to \$19,116.00 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 18, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

December 12, 2014

Invitation to Bid – Hamilton County

Subject: One (1) 4X2 Utility Vehicle as per attached specifications.

Total Bid Price: _____

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 22, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

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

Mark outside envelope containing sealed bid: "Utility Vehicle".
Proposal/Bid Number: 1214-084

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in black ink.

Gail B. Roppo
Director of Purchasing

Bid#1214-084: 4X2 Utility Vehicle
Hamilton County, TN

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused, current year model, 4x2 Utility Vehicle for the Hamilton County Trustee's Office. All prices must include shipping/delivery. The vehicle must meet or exceed the following specifications. Vehicle shall be equipped with all standard manufacturers' equipment for model bid. Any deviations from the specifications shall be provided in detail. Dealers are encouraged to submit two (2) bid prices, one for immediate delivery (from dealer stock) and one for vehicle ordered from manufacturer (usual bid procedure). **Vehicle for immediate delivery will not be purchased prior to Commission approval on January 7, 2014. Any vehicle bid for immediate delivery must be held on dealer's lot until approved by the Hamilton County Commission.**

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 December 22, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#1214-084: Utility Vehicle". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #1214-084 Utility Vehicle	Bid #1214-084 Utility Vehicle
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Bid#1214-084: 4X2 Utility Vehicle
Hamilton County, TN

CONTACT:

Questions regarding specifications and bid procedures should be directed to:

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

Freight/ delivery charges must be included in bid price.

Delivery to:
Hamilton County Trustee's Office
Chattanooga, TN 37402

Completion of the Authorization to Bind Form:

Please complete and sign the attached Authorization to Bind form.

Attachments from Dealers:

Bid to include Manufacturer's spec sheets for vehicle to be ordered and window sticker for vehicle from dealer's stock, in order to aid in the bid evaluation.

PRICING SHEET

Minimum specifications for one (1) new and unused, current year model, 4 x 2 Utility Vehicle:

1. Gasoline engine – 2.5L 4 Cylinder (Minimum)
2. Wheel Base 105 inches (Minimum)
3. Cargo capacity behind front seat 67.2/66.4 – behind rear seat 31.4/30.9
4. Alternator standard
5. Fuel tank 17.5/15.1
6. Exterior color Black or White
7. Interior color Charcoal/Black
8. AM/FM stereo radio w/ CD player
9. Four (4) standard size w/ temporary spare
10. Tinted glass all sides and rear window
11. Full instrumentation to include climate indicator / outside temperature
12. All standard equipment furnished by manufacturer
13. Transmission minimum 6-speed automatic
14. Minimum five (5) passenger capacity
15. Front and rear bumpers
16. Driver and passenger mirrors - dual power
17. Power windows and door locks
18. Carpet with rubber floor mats
19. Front bucket seats with floor console and additional power points
20. Minimum ground clearance – 7.9 / 8.0 inches
21. Foot operated or hand released parking brake
22. Remote hood release
23. Intermittent / variable windshield wipers front and rear
24. Four (4) doors
25. Factory installed air conditioning front and rear vents

Make/Model: _____ In Stock Vehicle: \$ _____

Is your dealership willing to hold the on lot vehicle until Commission approval on January 7, 2014?

Yes _____ No _____

Make/Model: _____ Ordered Vehicle: \$ _____

Delivery: _____ Terms: _____

By: _____ Company Name: _____

Email Address: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

- [Home](#)
 - [Solicitations](#)
 - [Vendors](#)
 - [Reports](#)
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 - [Events](#)
 - [Categories](#)
 - [Documents](#)
 - [Questions](#)
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 - [Bids](#)
 - [Log](#)

Solicitation 1214-084 - Log
(1) 4X2 Utility Vehicle

12/12/2014 8:07 AM Eastern

Bids Due Date/Time: 12/22/2014 10:30:00 AM Eastern

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

Bids Due: 12/22/2014 10:30:00 AM Eastern

Message Summary	Message Detail	Document Detail
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Message Summary [export](#) [print](#) Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
12/12/2014 8:07:54AM	Eastern	Linda Chumbler	1214-084 - (1) 4X2 Utility Vehicle	Invitation	Please click on the above solicitation number to access bid documents.	193	0

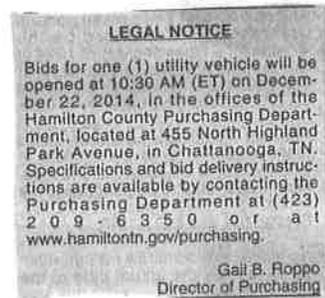
For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on December 12, 2014, in the legal notices.

LEGAL NOTICE

Bids for one (1) utility vehicle will be opened at 10:30 AM (ET) on December 22, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(1) 4x2 Utility Vehicle
December 22, 2014

Corrections
10:30 A.M.

Vendors:	Mtn. View	Prater	Wade Ford	Auto Nation	Ford of
	Ford	Ford Inc.	Inc.	Ford of	Murfreesoro
	(HC)			Marietta	
Total Bid Price:	\$19,116.00	\$19,188.00	\$19,830.00	\$20,111.00	\$25,206.00
Make/Model:	Ford Escape	Ford Escape	Ford Escape	Ford Escape	Ford Explorer
Delivery:	10-12 wks.	10-12 Weeks	90-120 days	As requested	14-16 Weeks
Terms:	Net of del.	C.O.D.	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	12/12/2014
Vendor Notification:	193
Vendor Response:	5
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 215-27

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO RELEASE \$2,201,000 OF FUNDS HELD IN ESCROW FROM THE SALE OF THE FORMER OOLTEWAH ELEMENTARY SCHOOL TO THE COUNTY GENERAL FUND AND TO AUTHORIZE THE EXPENDITURE OF FUNDS UP TO \$2,201,000 FROM THE COUNTY LINE OF CREDIT TO PURCHASE SAFETY AND SECURITY UPGRADES AND ADDITIONS FOR HAMILTON COUNTY SCHOOLS.

WHEREAS, the Hamilton County Department of Education has identified a need for upgrades and additions to safety and security for each school; and

WHEREAS, the Hamilton County Department of Education tendered \$2,201,000 proceeds from the sale of Ooltewah Elementary School to Hamilton County for holding in escrow for the benefit of Hamilton County schools in accordance with Resolution 1011-26; and

WHEREAS, it is in the best interest of the citizens of Hamilton County to purchase the safety and security upgrades for each school from the County's line of credit; and

WHEREAS, it is in the best interest of the citizens of Hamilton County to release the \$2,201,000 funds being held in escrow from the sale of Ooltewah Elementary Schools to the County General Fund.

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

- That the County Mayor is authorized to release the \$2,201,000 of funds held in escrow from the sale of the former Ooltewah Elementary School to the County General Fund; and
- That \$2,201,000 of Line of Credit funds are allocated to the Hamilton County Department of Education for the purchase of safety and security upgrades for each school.

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 18, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 215-28

A RESOLUTION APPROVING THE EXPENDITURE OF TWENTY THOUSAND DOLLARS (\$20,000.00) IN DISCRETIONARY FUNDS (AS ALLOTTED TO DISTRICT THREE) TOWARD THE CONSTRUCTION OF PHASE II OF THE GREEN HOUSE COMPLEX AT HIXSON HIGH SCHOOL.

WHEREAS, Hixson High School would like to expand their Agriscience program to include an Aquaculture and Water Quality laboratory; and

WHEREAS, the laboratory would directly impact the ever-growing segment of their student population interested in this curriculum; and

WHEREAS, County Commissioner Marty Haynes has expressed his desire to assist in the funding for the construction of said laboratory by allocating twenty thousand dollars (\$20,000.00) from bond proceeds allocated to Commissioner Haynes for "public works projects" as defined in TCA Section 9-21-105(21).

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

That twenty thousand dollars (\$20,000.00) in discretionary funds be allocated to Hixson High School for an expansion of their Agriscience program to include an Aquaculture and Water Quality laboratory.

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 18, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 215-29

A RESOLUTION ACCEPTING THE BIDS OF CONTECH ENGINEERED SOLUTIONS, LLC, AND SHERMAN DIXIE CONCRETE INDUSTRIES, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2015, THROUGH SEPTEMBER 6, 2015, FOR CONCRETE AND METAL CULVERT FOR THE HIGHWAY DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for concrete and metal culvert for the Highway Department; and,

WHEREAS, the bids from Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. were considered to be the lowest and best bids received; and,

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

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

That the bids of Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for concrete and metal culvert for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date

PIPE CULVERTS AND STORM SEWERS

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Concrete and Metal Culvert for the Hamilton County Highway Department and various other departments having a need for concrete or metal culvert. This contract pricing will begin on March 7, 2015 through September 6, 2015.

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 10:15 a.m. (ET) on January 29, 2015 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 following statement "Bid# 0115-097: Concrete & Metal Culvert". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0115-097 Concrete & Metal Culvert	Bid #0115-097 Concrete & Metal Culvert
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

DESCRIPTION: SIX MONTHS PRICING

These bids shall be unit prices per linear foot for pipe culverts and storm sewers. Materials shall meet the specifications listed below. Vendor must show proof of minimum insurance requirements for delivered materials.

All materials must meet or exceed the following sections of the Tennessee Department of Transportation, "Standard Specifications for Road and Bridge Construction".

Concrete Pipe, Reinforced	Subsection 914.2
Corrugated Metal Pipe Culverts and Pipe Arches	Subsection 915.2

Minimum Limits of Insurance

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

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

Contact Information

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, (423)855-6100.

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

Bid# 0115-097 Concrete & Metal Culvert
Hamilton County, Tennessee

Supplier's Name and Address: _____

By: _____

Email Address: _____

Materials will be picked up at: _____

Pricing Sheet:

Company Name: _____

Corrugated Steel Pipe - Arch:

<u>Pipe Size</u>	<u>Span & Rise</u>	<u>Gauge</u>	<u>Unit Price</u>
15"	17"X13"	16	\$ _____
18"	21"X15"	16	\$ _____
21"	24"X18"	16	\$ _____
24"	28"X20"	14	\$ _____
30"	35"X24"	14	\$ _____
36"	42"X29"	12	\$ _____
42"	49"X33"	12	\$ _____
48"	57"X38"	12	\$ _____
54" (5"X1")	60"X46"	14	\$ _____
60" (5"X1")	66"X51"	14	\$ _____
72" (5"X1")	81"X59"	14	\$ _____

Corrugated Steel Pipe:

<u>Diameter</u>	<u>Gauge</u>	<u>Unit Price</u>
12"	16	\$ _____
15"	16	\$ _____
18"	16	\$ _____
21"	16	\$ _____
24"	16	\$ _____
30"	16	\$ _____
36"	16	\$ _____
42"	14	\$ _____
48"	14	\$ _____
54" (5X1)	14	\$ _____
60" (5X1)	14	\$ _____
72" (5X1)	14	\$ _____

Reinforced Concrete Pipe -Class III - 8' lengths

<u>Diameter</u>	<u>Unit Price</u>
12" -----	\$ _____
15" -----	\$ _____
18" -----	\$ _____
21" -----	\$ _____

Bid# 0115-097 Concrete & Metal Culvert
Hamilton County, Tennessee

24" -----	\$ _____
30" -----	\$ _____
36" -----	\$ _____
42" -----	\$ _____
48" -----	\$ _____
54" -----	\$ _____
60" -----	\$ _____

Reinforced Elliptical Concrete Pipe - Class III - 8' lengths

<u>Round</u>	<u>Size</u>	<u>Unit Price</u>
(18")	23"X14"	\$ _____
(24")	30"X19"	\$ _____
(30")	38"X24"	\$ _____
(36")	45"X29"	\$ _____
(42")	53"X34"	\$ _____
(48")	60"X38"	\$ _____
(54")	68"X43"	\$ _____
(60")	76"X48"	\$ _____

PRECAST CONCRETE BOX CULVERT:

<u>SIZE</u>	<u>TOP</u>	<u>BOTTOM</u>	<u>WT./FT.</u>	<u>WT./6'SECT.</u>	<u>UNIT PRICE</u>
<u>W / D</u>	<u>SLAB</u>	<u>WALLS</u>			
6'X3'	8"	7"	2,170	13,020	\$ _____
6'X4'	8"	7"	2,345	14,070	\$ _____
6'X5'	8"	7"	2,520	15,120	\$ _____
6'X6'	8"	7"	2,695	16,170	\$ _____
8'X4'	8"	8"	2,960	17,760	\$ _____
8'X5'	8"	8"	3,160	18,960	\$ _____
8'X6'	8"	8"	3,360	20,160	\$ _____
8'X7'	8"	8"	3,560	21,360	\$ _____
8'X8'	8"	8"	3,760	22,560	\$ _____
10'X4'	10"	10"	4,215	25,290	\$ _____
10'X5'	10"	10"	4,465	26,790	\$ _____
10'X6'	10"	10"	4,715	28,290	\$ _____
10'X7'	10"	10"	4,965	29,790	\$ _____
10'X8'	10"	10"	5,215	31,290	\$ _____
10'X9'	10"	10"	5,465	32,790	\$ _____
10'X10'	10"	10"	5,715	34,290	\$ _____
12'X4'	12"	12"	5,700	34,200	\$ _____
12'X6'	12"	12"	6,300	37,800	\$ _____
12'X8'	12"	12"	6,900	41,400	\$ _____
12'X10'	12"	12"	7,500	45,000	\$ _____
12'X12'	12"	12"	8,100	48,600	\$ _____

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.
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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.
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24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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**Solicitation 0115-097 - Log
Concrete & Metal Culvert**

1/16/2015 8:05 AM Eastern

Bids Due Date/Time: 1/29/2015 10:15:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/29/2015 10:15:00 AM Eastern
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Message Summary

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/16/2015 8:05:38AM	Eastern	Linda Chumbler	0115-097 - Concrete & Metal Culvert	Invitation	Please click on the above solicitation number to access bid documents.	66	0

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

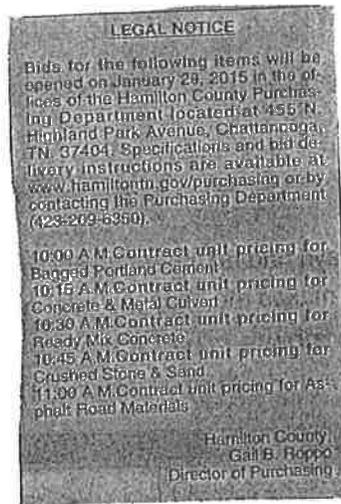
Please run the attached ad on January 16, 2015 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on January 29, 2015 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Concrete & Metal Culvert
January 29, 2015

Highway Department
10:15 A.M.

Vendors:	Contech	Sherman Dixie
	Engineered	Concrete
	Solutions, LLC	Industries, Inc.
		(HC)
Corrugated Steel Pipe		
15' Arch 17"x13" 16 gauge	\$10.57	N/B
18" Arch 21"x15" 16 gauge	\$13.18	N/B
21" Arch 24"x18" 16 gauge	\$14.98	N/B
24" Arch 28"x20" 14 gauge	\$21.14	N/B
30" Arch 35"x24" 14 gauge	\$26.42	N/B
36" Arch 42"x29" 12 gauge	\$43.38	N/B
42" Arch 49"x33" 12 gauge	\$51.41	N/B
48" Arch 57"x38" 12 gauge	\$58.65	N/B
54" (5"x1") 60"x46" 14 gauge	\$64.25	N/B
60" (5"x1") 66"x51" 14 gauge	\$65.94	N/B
72" (5"x1") 81"x59" 14 gauge	\$79.73	N/B
12" 16 gauge	\$7.99	N/B
15" 16 gauge	\$9.61	N/B
18" 16 gauge	\$11.99	N/B
21" 16 gauge	\$13.62	N/B
24" 16 gauge	\$15.22	N/B
30" 16 gauge	\$19.22	N/B
36" 16 gauge	\$23.21	N/B
42" 14 gauge	\$33.61	N/B
48" 14 gauge	\$41.96	N/B
54" (5x1) 14 gauge	\$55.12	N/B
60" (5x1) 14 gauge	\$60.50	N/B
72" (5x1) 14 gauge	\$73.14	N/B
Reinforced Concrete Pipe 8' Lengths		
12"	N/B	\$9.45
15"	N/B	\$11.35
18"	N/B	\$14.58
21"	N/B	N/B
24"	N/B	\$22.28
30"	N/B	\$34.02
36"	N/B	\$44.55
42"	N/B	\$56.70
48"	N/B	\$81.89
54"	N/B	\$97.85
60"	N/B	\$119.31
Reinforced Elliptical Concrete Pipe		
18" round 23"x14"	N/B	\$22.05
24" round 30"x19"	N/B	\$34.65
30" round 38"x24"	N/B	\$40.50
36" round 45"x29"	N/B	\$56.25
42" round 53"x34"	N/B	\$73.35
48" round 60"x38"	N/B	\$90.00
54" round 68"x43"	N/B	N/B
60" round 76"x48"	N/B	\$132.75
Precast Concrete Box Culvert		
6'x3'	N/B	\$253.13
6'x4'	N/B	\$273.38

6'x5'	N/B	\$293.68
6'x6'	N/B	\$313.88
8'x4'	N/B	\$313.88
8'x5'	N/B	\$334.13
8'x6'	N/B	\$354.38
8'x7'	N/B	\$374.63
8'x8'	N/B	\$405.00
10'x4'	N/B	\$435.38
10'x5'	N/B	\$452.08
10'x6'	N/B	\$477.40
10'x7'	N/B	\$502.70
10'x8'	N/B	\$528.02*
10'x9'	N/B	N/B
10'x10'	N/B	\$578.65*
12'x4'	N/B	\$577.13*
12'x6'	N/B	\$637.88*
12'x8'	N/B	\$698.63*
12'x10'	N/B	\$759.38*
12'x12'	N/B	\$820.13*
Delivery:	1 week	2-3 bus. days ARU & 3-6 weeks for Box Culverts
Terms:	1/2-10-30	Net 30

\$270.00 per delivery
Bands priced as
1' of pipe

Delivery charges of
\$125.00/ld on pipe & box
culvert
*See Note
Subject to extra
width delivery chg.
\$600.00/load
Freight \$225.00 Elliptical
Pipe/Box Culverts & \$125.00
pipe

Request For Bids:	
Newspaper Ad:	1/16/2015
Vendor Notification:	66
Vendor Response:	2
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 215-30

A RESOLUTION ACCEPTING THE BIDS OF SEQUATCHIE CONCRETE SERVICE, 84 LUMBER COMPANY AND PRO BUILD FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2015, THROUGH SEPTEMBER 6, 2015, FOR BAGGED PORTLAND CEMENT 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 six (6) months contract pricing for bagged Portland cement for the Highway Department; and,

WHEREAS, the bids from Sequatchie Concrete Service, 84 Lumber Company, and Pro Build were considered to be the lowest and best bids received; and,

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

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

That the bids of Sequatchie Concrete Services, 84 Lumber Company, and Pro Build for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for bagged Portland cement for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date

BAGGED PORTLAND CEMENT

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Bagged Portland Cement (94 lb. bag) to be picked up by the Hamilton County Highway Department on an as needed basis. This contract will start on March 7, 2015 through September 6, 2015.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:00 a.m. (ET) on January 29, 2015 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# 0115-096: Bagged Portland Cement". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0115-096 Bagged Portland Cement	Bid #0115-096 Bagged Portland Cement
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

Bid# 0115-096 Bagged Portland Cement
Hamilton County, Tennessee

Pricing for six (6) months contract for Bagged Portland Cement:

Price per 94 lb. bag: \$_____

Company Name: _____

By: _____

Email Address: _____

Phone: _____

Fax: _____

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

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- 24. INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- 25. NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
- 26. NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
- 27. NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

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

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



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Solicitation 0115-096 - Log Bagged Portland Cement

1/16/2015 8:02 AM Eastern

Bids Due Date/Time: 1/29/2015 10:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/29/2015 10:00:00 AM Eastern
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1/16/2015 8:02:25AM	Eastern	Linda Chumbler	0115-096 - Bagged Portland Cement	Invitation	Please click on the above solicitation number to access bid documents.	146	0

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Please run the attached ad on January 16, 2015 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on January 29, 2015 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

- | | |
|------------|--|
| 10:00 A.M. | Contract unit pricing for Bagged Portland Cement |
| 10:15 A.M. | Contract unit pricing for Concrete & Metal Culvert |
| 10:30 A.M. | Contract unit pricing for Ready Mix Concrete |
| 10:45 A.M. | Contract unit pricing for Crushed Stone & Sand |
| 11:00 A.M. | Contract unit pricing for Asphalt Road Materials |

Hamilton County,
Gail B. Roppo
Director of Purchasing



Bagged Portland Cement
January 29, 2015

Highway Department
10:00 A.M.

Vendors:	Sequatchie Concrete (HC)	84 Lumber Company	ProBuild (HC)
Price per bag:	\$8.75	\$9.50	\$10.25
Delivery:	Pickup	1-2 days	under \$500/\$20.00
Terms:	1% by 10th	Net 30	Net 10th

Request For Bids:	
Newspaper Ad:	1/16/2015
Vendor Notification:	146
Vendor Response:	3
Budget:	Operating



Hamilton County Board of Commissioners

RESOLUTION

No. 215-31

A RESOLUTION ACCEPTING THE BIDS OF MARTIN MARIETTA MATERIALS, VULCAN CONSTRUCTION MATERIALS, DUNLAP STONE, INC., APAC PAVING, INC. dba MIDSOUTH AGGREGATES, SEQUATCHIE CONCRETE SERVICE, INC., AND FINELINES LANDSCAPING, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2015, THROUGH SEPTEMBER 6, 2015, FOR CRUSHED STONE AND SAND 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 six months contract pricing for crushed stone and sand for the Highway Department; and,

WHEREAS, the bids from Martin Marietta Materials, Vulcan Construction Materials, Dunlap Stone, Inc., Apac Paving, Inc. dba Midsouth Aggregates, Sequatchie Concrete Service, Inc., and FineLines Landscaping, Inc. were considered to be the lowest and best bids received; and,

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

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

That the bids of Martin Marietta Materials, Vulcan Construction Materials, Dunlap Stone, Inc., Apac Paving, Inc. dba Midsouth Aggregates, Sequatchie Concrete Services, Inc., and FineLines Landscaping, Inc. for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for crushed stone and sand for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Crushed Stone & Sand to be picked up by Hamilton County on an as needed basis. This contract pricing will begin on March 7, 2015 through September 6, 2015.

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 10:45 a.m. (ET) on January 29, 2015 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# 0115-099: Crushed Stone & Sand". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0115-099 Crushed Stone & Sand	Bid #0115-099 Crushed Stone & Sand
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT SPECIFICATIONS.

ROAD MATERIALS PRICING SHEET:

ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT SPECIFICATIONS.

Crushed Stone	\$ _____
Manufactured Sand	\$ _____
River Sand	\$ _____
Natural Sand	\$ _____
Crusher Run/Pug	\$ _____
#4's, 57's, 7's	\$ _____

PARK MATERIALS:

White Beach Sand	\$ _____
Pea Gravel	\$ _____
Rip-rap	\$ _____

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

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.*
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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.
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36. **WARRANTIES:** All warranty information must be furnished.
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1/16/2015 8:11 AM Eastern

Crushed Stone & Sand

Bids Due Date/Time: 1/29/2015 10:45:00 AM Eastern

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1/16/2015 8:11:32AM	Eastern	Linda Chumbler	<u>0115-099 - Crushed Stone & Sand</u>	<u>Invitation</u>	Please click on the above solicitation number to access bid documents.	89	1

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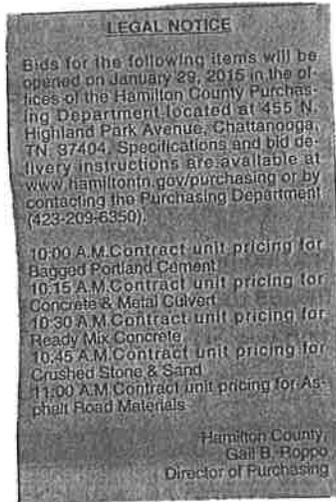
Please run the attached ad on January 16, 2015 in the legal notices.

LEGAL NOTICE

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10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Crushed Stone & Sand
January 29, 2015

Highway Dept.
10:45 A.M.

Vendors:	Martin Marietta Materials (HC)	Vulcan Construction Materials (HC)	Dunlap Stone, Inc.	Apac Paving dba Midsouth Aggregates (HC)	Sequatchie Concrete (HC)	FineLines Landscaping Inc. (HC)
Road Materials:						
Crushed Stone	\$18.00	\$19.50	\$12.00	\$18.25	N/B	\$27.00
Manufactured Sand	\$21.75	\$23.50	N/B	\$22.50	N/B	\$27.00
River Sand	N/B	N/B	N/B	N/B	N/B	\$18.00
Natural Sand	N/B	N/B	\$12.00	N/B	\$24.00	\$32.40
Crusher Run/Pug	\$16.25	\$19.00	\$12.00	\$17.75	N/B	\$27.00
#4's, 57's, 7's	\$18.00	\$19.50	\$13.00	\$18.75	N/B	\$27.00
Park Materials:						
White Beach Sand	N/B	N/B	\$14.00	N/B	\$20.00	\$32.40
Pea Gravel	N/B	N/B	N/B	N/B	N/B	\$55.25
Rip-Rap	\$19.50	\$22.00	\$13.00	\$20.25	N/B	\$27.00
Terms:	Net 30	Net 15th	30 days	Net 30	1% by 10th	

Request For Bids:	
Newspaper Ad:	1/16/2015
Vendor Notifications:	89
Vendor Response:	6
Budgeted:	Operating



Hamilton County Board of Commissioners

RESOLUTION

No. 215-32

A RESOLUTION ACCEPTING THE BIDS OF SEQUATCHIE CONCRETE SERVICE, INC., TNT CONCRETE, LLC AND LAMBCON READY MIX FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2015 THROUGH SEPTEMBER 6, 2015, FOR READY MIX CONCRETE 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 six months contract pricing for ready mix concrete for the Highway Department; and,

WHEREAS, the bids from Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambcon Ready Mix were considered to be the lowest and best bids received; and,

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

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

That the bids of Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambcon Ready Mix for six (6) months contract pricing, beginning March 7, 2015, through September 6, 2015, for ready mix concrete for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Ready Mix Concrete and Concrete Grout to be ordered as needed by Hamilton County, Tennessee. This contract pricing will begin on March 7, 2015 through September 6, 2015.

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 29, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0115-098: Ready Mix Concrete". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0115-098 Ready Mix Concrete	Bid #0115-098 Ready Mix Concrete
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler,
Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

DESCRIPTION:

Six (6) months pricing on Class "A" Concrete and Concrete Grout. These bids shall be unit prices per cubic yard of the following materials. Vendor must show proof of minimum insurance requirements for delivered materials.

Minimum Limits of Insurance

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

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

Pricing Sheet for Ready Mix Concrete:

3000 PSI	\$ _____	cu. yd.
3000 lb. PSI w/Fiber	\$ _____	cu. yd.
4000 lb. PSI	\$ _____	cu. yd.
4000 lb. PSI w/Fiber	\$ _____	cu. yd.
Concrete Grout	\$ _____	cu. yd.
Peagravel & River Sand Mix	\$ _____	cu. yd.
Flowable Fill	\$ _____	cu. yd.

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0115-098 - Log

1/16/2015 8:09 AM Eastern

Ready Mix Concrete

Bids Due Date/Time: 1/29/2015 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/29/2015 10:30:00 AM Eastern
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Message Summary

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Message Summary

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/16/2015 8:09:02AM	Eastern	Linda Chumbler	<u>0115-098 - Ready Mix Concrete</u>	<u>Invitation</u>	Please click on the above solicitation number to access bid documents.	144	2

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2015 [E-Bid Systems, Inc.](#) All rights reserved.

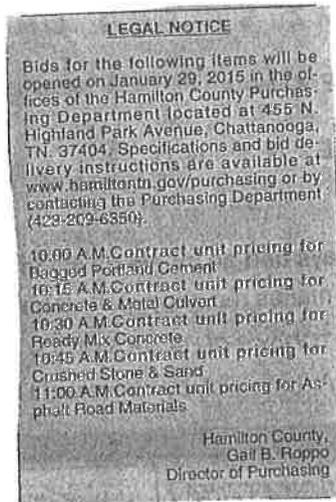
Please run the attached ad on January 16, 2015 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on January 29, 2015 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Ready Mix Concrete
January 29, 2015

Highway Department
10:30 A.M.

Vendors:	Sequatchie Concrete Service (HC)	TNT Concrete LLC.	Lambcon Ready Mix (HC)
Ready Mix Concrete:			
3000 PSI	\$105.00	\$105.00	\$110.00
3000 lb. PSI w/fiber	\$110.50	\$115.00	\$115.00
4000 PSI	\$110.00	\$110.00	\$116.00
4000 lb. PSI w/fiber	\$115.50	\$120.00	\$121.00
Concrete Grout	\$125.00	\$130.00	\$134.00
Peagravel & River Sand Mix	\$145.00	\$135.00	\$144.00
Flowable Fill	\$85.00	\$80.00	\$88.00
Delivery:		upon request	48 hr notice
Terms:		Net 30	Net 10th

5 yds or less
\$70.00 del. fee

Request For Bids:	
Newspaper Ad:	1/16/2015
Vendor Notification:	144
Vendor Response:	3
Budgeted:	Operating



Hamilton County Board of Commissioners

RESOLUTION

No. 215-33

A RESOLUTION ACCEPTING THE BIDS OF TALLEY CONSTRUCTION COMPANY, INC. dba SOUTHEASTERN MATERIALS, INC., HUDSON MATERIALS COMPANY, BLACKLIDGE EMULSIONS, INC., DUNLAP STONE, INC. AND HIWASSEE PAVING, LLC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2015, THROUGH SEPTEMBER 6, 2015, FOR ASPHALT ROAD MATERIALS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six (6) months contract pricing for asphalt road materials for the Highway Department; and,

WHEREAS, the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC were considered to be the lowest and best bids received; and,

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

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

That the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC for six months contract pricing, beginning March 7, 2015, through September 6, 2015, for asphalt road materials for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Asphalt Road Materials to be picked up by Hamilton County on an as needed basis. This contract pricing will start on March 7, 2015 through September 6, 2015.

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 11:00 a.m. (ET) on January 29, 2015 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# 0115-100: Asphalt Road Materials". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0115-100 Asphalt Road Materials	Bid #0115-100 Asphalt Road Materials
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Liquid asphalt should be quoted FOB and delivered. Vendor must show proof of Minimum Insurance Requirements for delivered materials. (See insurance requirements)

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations

- b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
- a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

Contacts:

Questions concerning product specifications should be directed to Mr. Harold Austin, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353.

These items shall meet the Tennessee Department of Transportation Specifications.

NOTE: Price adjustments may be made in regards to TDOT Special Provision 109-B "Regarding Price Adjustment for Bituminous Material," based on the "Monthly Bituminous Material Index." (Basic Bituminous Material Index for this contract is \$566.00 per ton.)

PRICING SHEET FOR ASPHALT ROAD MATERIALS

	<u>Picked up by HC</u>	
Hot Mix 307 grading "B"(Modified)	\$ _____	
Hot Mix 307 grading "C"	\$ _____	
Hot Mix 307 C S	\$ _____	
Hot Mix 307 Grading C-W (Surface)	\$ _____	
Hot Mix 411 grading "D"	\$ _____	
Hot Mix 411 grading "E" (Shoulder)	\$ _____	
Hot Mix 411 grading "E" (Surface)	\$ _____	
Hot Mix Curb Mix	\$ _____	
Hot Mix 411 T L	\$ _____	
Cold Mix	\$ _____	
High Performance Cold Patch	\$ _____	
		<u>Delivered</u>
AE-P	\$ _____	\$ _____
CRS-2	\$ _____	\$ _____
SS-1	\$ _____	\$ _____
CQS	\$ _____	\$ _____
CQS-1H	\$ _____	\$ _____

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System

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

- Home
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- Setup
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 - Questions
 - Bidders
 - Bids
 - Log

**Solicitation 0115-100 - Log
Asphalt Road Materials**

1/16/2015 8:14 AM Eastern

Bids Due Date/Time: 1/29/2015 11:00:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/29/2015 11:00:00 AM Eastern
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Message Summary		Message Detail		Document Detail			
Message Summary			export	print	Records Per Page		
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/16/2015 8:14:20AM	Eastern	Linda Chumbler	0115-100 - Asphalt Road Materials	Invitation	Please click on the above solicitation number to access bid documents.	60	0

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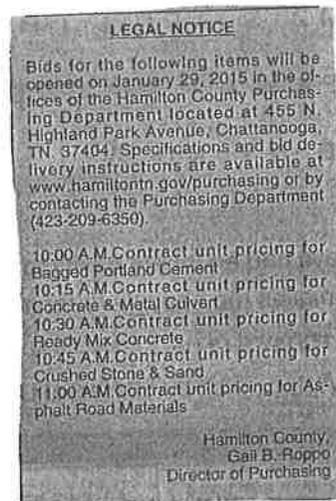
Please run the attached ad on January 16, 2015 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on January 29, 2015 in the offices of the Hamilton County Purchasing Department located at 455 N. Highland Park Avenue, Chattanooga, TN. 37404. Specifications and bid delivery instructions are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

10:00 A.M.	Contract unit pricing for Bagged Portland Cement
10:15 A.M.	Contract unit pricing for Concrete & Metal Culvert
10:30 A.M.	Contract unit pricing for Ready Mix Concrete
10:45 A.M.	Contract unit pricing for Crushed Stone & Sand
11:00 A.M.	Contract unit pricing for Asphalt Road Materials

Hamilton County,
Gail B. Roppo
Director of Purchasing



Asphalt Road Materials
January 29, 2015

Highway Department
11:00 A..M.

Vendors:	Talley	Hudson	Blacklidge	Dunlap	Hiwassee
	Construction dba	Materials	Emulsions	Stone	Paving, LLC
	Southeastern	(HC)		Inc.	
	Materials, Inc.				
		Picked Up/Delivered	Picked Up/Delivered		
Hot Mix 307 grading B	\$64.50	N/B	N/B	\$60.00	\$60.00
Hot Mix 307 grading C	\$63.00	N/B	N/B	\$58.00	\$60.00
Hot Mix 307 CS	\$77.25	N/B	N/B	\$64.00	\$75.00
Hot Mix 307 grading C-W (Surface)	\$64.00	N/B	N/B	\$58.00	\$64.00
Hot Mix 411 grading D	\$80.00	N/B	N/B	\$74.00	\$75.00
Hot Mix 411 "E" (Shoulder)	\$68.00	N/B	N/B	\$64.00	\$65.00
Hot Mix 411 grading E (Surface)	\$70.00	N/B	N/B	\$68.00	\$66.00
Hot Mix Curb Mix	\$87.00	N/B	N/B	\$80.00	\$85.00
Hot Mix 411 TL	\$80.00	N/B	N/B	\$72.00	\$75.00
Cold Mix	N/B	\$71.00	N/B	N/B	N/B
High Performance Cold Patch	N/B	\$71.00	N/B	N/B	N/B
AE-P	N/B	\$2.1597/\$2.1963	NB/\$2.29	N/B	N/B
CRS-2	N/B	\$2.1597/\$2.1963	\$2.12/\$2.15	N/B	N/B
SS-1	N/B	\$2.1836/\$2.2202	NB/\$2.29	N/B	N/B
CQS (per gallon)	N/B	N/B	N/B	N/B	N/B
CQS-1H	N/B	\$2.4056/\$2.4422	N/B	N/B	N/B
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
News Paper Ad	1/16/2015
Vendor Notification:	60
Vendor Response:	5
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 215-34

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH GEO SERVICES, LLC FOR GEOENVIRONMENTAL TESTING NECESSARY FOR DESIGN OF THE WOLFTEVER CREEK ELEMENTARY SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$10,250.00 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 614-34 was approved by this Legislative Body on June 18, 2014 approving hourly rates and testing service fees for the geoenvironmental services provided by Geo Services, LLC; and,

WHEREAS, the total amount of the contract shall not exceed \$10,250.00 without approval by the County Commission; and,

WHEREAS, There are sufficient funds available for this project in the County's line of credit.

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

That the County Mayor is authorized to enter into and execute an agreement with Geo Services, LLC to provide geoenvironmental testing for the Wolftever Creek Elementary School Addition for an amount not to exceed \$10,250.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date



January 23, 2015

Hamilton County Engineering Department
1250 Market Street, Suite 3050
Chattanooga, Tennessee 37402

ATTENTION: Mr. John A. Agan, P.E.
Director of Engineering – Public Works Division

Subject: **PROPOSAL FOR GEOTECHNICAL EXPLORATION**
Wolftever Creek Elementary School Addition
Ooltewah, Tennessee
GEOServices Proposal No. 14-15104

Dear Mr. Agan:

GEOServices, LLC is pleased to provide you with our proposal for geotechnical exploration for the subject project. The following proposal outlines our understanding of the project requirements based on our January 9, 2015, meeting. This proposal provides our understanding of the scope of services to be performed, an estimate of fees, proposed schedule, and establishes contractual agreements.

PROJECT REQUIREMENTS

We understand that Hamilton County plans to design and construct additions to the existing Wolftever Creek Elementary School located at 5080 Ooltewah-Ringgold Road, Ooltewah, Tennessee. We understand the additions will total approximately 32,434 square feet. The additions will be located in three distinct areas.

The first area of the addition will be located adjacent to the southwest corner of the existing building and will have a footprint of approximately 13,752 square feet. This portion of the addition will house a high bay activity area, computer lab, four classrooms, and two restrooms.

The second portion of the addition will be located at the northeastern corner of the existing building and will have a footprint of 9,500 square feet. This area will house the stacks, music room, one classroom, and some conference and work rooms.

The final portion of the addition will be located at the northwest corner of the existing structure and will have a footprint of approximately 9,500 square feet. This area will house three classrooms and two restrooms.

It is our understanding that the addition will be constructed of load bearing masonry walls with a pre-cast roof structure and a slab-on-grade floor system. In addition to the three additions outlined above, the construction will include the rerouting of the existing drive to the south to accommodate for the addition. There are also two redi-rock walls planned for the development, located north and south of the existing elementary school. Based on the existing grades, we anticipate the walls will be less than eight feet in height.

GEOTECHNICAL SERVICES

We propose to explore the site subsurface conditions utilizing a two phased approach. The first phase will consist of performing soil borings for the proposed structural additions and northern retaining wall. The second phase will consist of a test pit exploration of the new southern roadway alignment and retaining wall. We proposed to perform this work in two phases so that if any unsuitable materials are encountered in the initial borings, test pits can be performed in these areas to delineate the extent of any issue. By performing test pits in the southern portion of the site, we believe we can also alleviate the need for any clearing in this area and limit the overall disturbance to this area.

Phase I

We proposed to explore the site subsurface conditions with a total of eighteen (18) soil test borings. The borings will be advanced to depths of 20 feet below existing grade, or to refusal,

whichever occurs first. If auger refusal is encountered at depths less than 5 feet, the borings will be off-set and will be advanced again. Two of the borings will be advanced to refusal (which we estimate at less than forty feet) to assist in the seismic classification. The maximum total drilling footage is estimated as 400 linear feet. Standard penetration resistance tests (SPT) will be performed at 2.5 feet intervals in the upper 10 feet and then at 5 feet intervals to the termination depth. Rock coring is not anticipated to be necessary for this exploration and is not included as part of this proposed scope of services. The borings in the playground areas will be backfilled with grout after completion. The remaining borings will be backfilled with soil cuttings and hole plugs will be set prior to leaving the site.

Phase II

After the borings have been completed and the soil samples have been reviewed, we proposed to perform the second phase of the exploration. The second phase of the exploration will consist of the excavation of seven test pits to explore the southern roadway and retaining wall. Additionally, additional test pits will be performed in areas where unsuitable materials were encountered in the borings (if needed). The test pits will be excavated to a depth of 10 feet, or excavator refusal, whichever occurs first. A dynamic cone penetrometer will be utilized to determine the relative consistency of the soils at selected intervals during the test pit excavation. Additionally, soil samples will be taken from select test pits for additional laboratory analysis.

Laboratory Testing

All soil samples will be returned to our laboratory where they will be reviewed by a geotechnical engineer or staff professional to visually classify the soils and to select representative samples for testing. Laboratory testing of selected soil samples will include natural moisture content determinations, Atterberg limits tests, standard Proctor testing, CU triaxial testing, and California Bearing Ratio (CBR) tests.

Reporting

Our services will culminate with a written report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a

summary of the subsurface conditions encountered in the test borings, all items requested in Exhibit B, and provide the following:

- All field data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and documented in the report.
- All soil shall be classified based on field data, laboratory tests, and other standard test methods by the Geotechnical Engineer of record. A chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs. A boring location plan with the approximate boring locations will be provided. .
- Boring logs showing vertical sections of each boring plotted and graphically presented showing boring number.
- A description of the existing surface conditions and summary of the subsurface conditions.
- The visual classification of soils according to the Unified Soil Classification System and identified with the appropriate letter symbol for all soil strata identified in the boring logs.
- The soil nature and origin, including changes resulting from man’s activities and stream erosion/deposition.
- Recommendations for soil related construction conditions such as site preparation, fill construction, excavation slopes and ground water control.
- Earthwork construction criteria, including the suitability of cut soils for reuse as fill, subgrade inspection and stabilization and fill compaction criteria.
- Recommendations for support of slabs-on-grade design and construction, including subgrade modulus, subgrade material, and recommendations for subgrade modulus for mat foundation design and construction.
- Provide pavement recommendations for both flexible and rigid pavement types.
- Unsatisfactory soil conditions (with quantity estimates) and recommended remedial measures.
- Anticipated difficult excavation conditions.

- Foundation support recommendations, including shallow and/or deep foundation systems, for the structure. For shallow foundations, we will provide net bearing capacities, recommended bearing elevations, foundation design criteria, and estimates immediate, long-term and differential settlements.
- Provide parameters for use in the design of the two retaining walls including lateral earth pressures, unit weights, shear strength values, and bearing capacities of the anticipated backfill and foundation materials.
- Provide seismic design criteria including the following: 1) site classification; 2) spectral accelerations for short periods, 0.2 seconds, SS and for 1-second periods, S1; and 3) the five-percent damped design spectral response acceleration at short periods, SDS, and at 1 second periods, SD1.

FEES

GEOServices will provide our services on a unit price basis according to the 2013 Hamilton County, Tennessee and Hamilton County Department of Education Geoenvironmental Consultant Fee Schedule. A copy of this fee schedule is attached. The actual cost of our services will be based on the number of units performed in accordance with this fee schedule. We will only charge for actual work performed in support of this project. Based on the scope of services described above, we have prepared an estimate of cost. The estimate of cost is included in the attachments. The not to exceed cost for the geotechnical exploration is **\$10,250**. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

SCHEDULE AND AUTHORIZATION

Based on our current schedule, we are prepared to initiate our geotechnical services immediately upon receipt of your written authorization to proceed. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. Upon your

authorization, we will contact Tennessee One Call for utility clearance. The Tennessee One Call will provide location of public utilities; any private utility location will be the responsibility of the owner. We anticipate that the field exploration will be completed in three to four days. The second exploration phase (test pits) can be scheduled 2 to 3 days after completion of the initial exploration (test borings). Verbal preliminary information can be provided at the completion of the exploration phases, if necessary. The subsurface report will be submitted approximately 10 to 15 working days after the completion of the field exploration. If additional time constraints apply, please inform us so that we can take every feasible measure to meet your schedule.

CONTRACTUAL ARRANGEMENTS

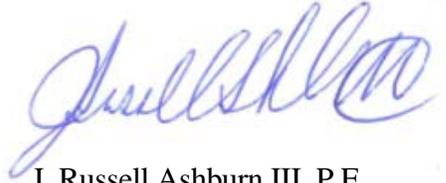
Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. However, GEOServices will issue the Geotechnical Report only after the receipt of a signed copy of this contract intact. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services, which are not compatible with purchase order agreements.

GEOServices sincerely appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us at (423) 614-6471.

Sincerely,
GEOServices, LLC



Derek K. Kilday, P.E.
Chattanooga Branch Manager



J. Russell Ashburn III, P.E.
Senior Engineer

- Attachments: 2013 Hamilton County Department of Education Fee Schedule
Estimate of Cost
Figure 1 – Proposed Boring Location Plan
Figure 2 – Proposed Test Pit Plan
Agreement for Services
Representative Site Photographs

**Hamilton County, Tennessee and
Hamilton County Department of Education
Geoenvironmental Consultant Fee Schedule**

fee(s) may be revised annually on July 1 of the respective year if approved in writing by Hamilton County

FIELD EXPLORATION

Drilling and Exploration

Mobilization - truck		
Local Mobilization	\$300	/ea
With Drilling Equipment	-----	/mi
Mobilization - ATV		
Local Mobilization	\$500	/ea
With Drilling Equipment	-----	/mi
Clearing and Access		
Mobilization	\$400	/ea
Dozer	\$125	/hr
Backhoe	\$100	/hr
Per Diem		/day
Soil Boring Advancement with SPT		
0 - 50 feet Depth Range	\$9.50	/ft
50+ feet Depth Range	\$10	/ft
Extra Split Spoon Sample	\$15	/ea
Auger Boring	\$6	/ft
Undisturbed Sampling, Shelby tube	\$50	/ea
Piston / Pitcher Sampling	\$50	/ea
Bulk Samples	\$35	/ea
Hourly for Drill Crew		
Specialty Drilling	\$200	/hr
Standby	\$150	/hr
Rock Coring (N series)		
Coring Setup (per boring)	\$100	/loc
0 - 50 feet Depth Range	\$35	/ft
50 - 100 feet Depth Range	\$35	/ft
Core Boxes	\$10	/ea
Rock Coring (H series)		
Coring Setup (per boring)	\$200	/loc
0 - 50 feet Depth Range	\$35	/ft
50 - 100 feet Depth Range	\$42	/ft
Core Boxes	\$10	/ea
Temporary Piezometer Installation	\$12.50	/ft
Rock Drilling - Air Rotary		
Setup (per boring)	\$200	/ea
0 - 50 feet Depth Range	\$15	/ft
50-100 feet Depth Range	\$20	/ft

Temporary Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$10	/ft
50 - 100 feet Depth Range	\$15	/ft
Permanent Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$22	/ft
50 - 100 feet Depth Range	\$25	/ft
Direct Push Rig		
Daily	\$1,300	/day
Macro Core Sleeves	\$4.50	/ea
Prepack Well	\$20	/ft
Expendable Tips	\$10	/ea
Tubing	\$1.00	/ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)		
0 - 50 feet Depth Range	\$20	/ft
50 - 100 feet Depth Range	\$20	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	\$250	/ea
4"x4"x5' Steel Locking Shroud	\$50	/ea
6"x6"x5' Steel Locking Shroud	\$100	/ea
8" Flush Shroud	\$50	/ea
4" dia. Protective posts	\$50	/ea
Well Abandonment - 2" PVC		
Plug in place	\$7	/ft
Pad/Shroud Removal	\$100	/ea
Minimum Drilling Charge	\$1,200	/project
Boring Grouting		
4 Inch Diameter Boring	\$2.50	/ft
6 Inch Diameter Boring	\$3.50	/ft

EQUIPMENT USE CHARGE

Equipment Usage Charges

Electrical Resistivity	\$100	/day
Ground Penetrating Radar	\$100	/day
Surface Seismic Array	\$150	/day
Down Hole Seismic	NC	/day
Nuclear Density Gauge	\$30	/day
Concrete Testing Equipment	NC	/day
Dynamic Cone Penetrometer	NC	/day
Core Machine	\$75	/day
Core Bit Wear	\$0.25	\$/in/in
High Pressure Washer	\$50	/day
Steam Cleaner	\$75	/day
Grouting Unit	\$200	/day
Water Trailer	\$250	/day
Air Compressor	\$75	/day
Generator	\$50	/day
Jackhammer – Electric	\$75	/day
Jackhammer – Air	\$50	/day
Pickup Truck - 1/2 ton	NC	/day
Pickup Truck - 3/4 ton	NC	/day
Photoionization Detector	\$100	/day

Pumps

Centrifugal Pump	\$70	/day
Peristaltic Pump	\$70	/day
Purge Pump	\$70	/day

Meters

pH Meter	NC	/day
Specific Conductance Meter	\$100	/day
DO Meter	\$75	/day
ORP Meter	\$105	/day
Explosive Gas Meter	\$120	/day

Pressure Transducer	----	/day
Data Logger	----	/day
Oil/Water Interface Probe	\$90	/day
Electric Water Level Indicator	NC	/day

Supplies

Bailers	\$15	/ea
Petroleum Absorbent Booms	\$50	/ea
Drums, 55-gal	\$60	/ea
Plastic	\$60	/ea

Other:

Other Rental Equipment	Cost+10%	

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Shear Strength Tests

Unconfined Compression Test	\$75	/ea
Triaxial Compression Tests		
UU	\$400	/ea
UU - saturated	-----	/ea
CU w/ Pore Pressure Measurement	\$700	/ea
CD	\$700	/ea

Classification Tests

Atterberg Limits	\$60	/ea
Particle Size Analysis (2" - #200)	\$50	/ea
Particle Size Analysis (1/4" - #200)	\$40	/ea
Particle Size Analysis (Hydrometer)	\$60	/ea
#200 Wash	\$40	/ea

Consolidation Tests

Consolidation	\$400	/ea
Consolidation with Hysteresis	-----	/ea

Permeability Tests

Constant Head	\$225	/ea
Controlled Gradient	\$225	/ea

Earthwork Tests

Compaction Tests (Proctor): Soil, Standard	\$90	/ea
Compaction Tests (Proctor): Soil, Modified	\$120	/ea
Compaction Tests (Proctor): Stone, Standard	\$90	/ea
Compaction Tests (Proctor): Stone, Modified	\$120	/ea
Proctor Check Point	\$40	/ea
CBR, Soaked - Three points with Plot	\$400	/ea

Miscellaneous Tests

Separate Moisture Content	\$5	/ea
Separate Unit Weight Determination	\$35	/ea
Specific Gravity	\$60	/ea
pH Determination	\$35	/ea
Resistivity	\$60	/ea
Remolded Sample Preparation	\$50	/ea
Saw Shelby Tube	NC	/ea
Organic Content	\$40	/ea

Concrete Testing

Compressive Strength (/ specimen made)	\$10	/ea
Floor Flatness and Levelness Testing	\$0.05	/sf
Vapor Emission Testing	\$150	/test
Compressive Strength of Concrete Cores	\$10	/core
Concrete Mix Design Verification	\$400	/mix

Asphalt Testing

Asphalt Extraction and Gradation	\$150	/ea
Marshall Density, Stability, & Flow	\$115	/ea
Theoretical Density and Specific Gravity	\$40	/ea
Asphalt Core Density	\$30	/ea
Asphalt Core Thickness	\$30	/ea
Asphalt Patch (bag)	\$15	/ea

Masonry

Grout Compression Test	\$45 (set=3)	/set
Mortar Cubes	\$15	/cube
Compressive Strength/Absorption of Block	\$55	/set
Masonry Composite Compression Test	\$60	/test

PROFESSIONAL AND TECHNICAL SUPPORT SERVICES

Principal/Chief Engineer	\$125	/hr
Senior Registered Professional	\$110	/hr
Project Registered Professional	\$90	/hr
Staff Professional	\$70	/hr
Field Professional	\$70	/hr
Project Manager	\$90	/hr
Health and Safety Specialist		/hr
Senior Environmental Specialist		/hr
Project Environmental Specialist		/hr
Staff Environmental Specialist		/hr
Senior Industrial Hygienist		/hr
Industrial Hygienist		/hr
Senior Ecologist	-----	/hr
Staff Ecologist	-----	/hr
Senior Archaeologist		/hr
Staff Archaeologist		/hr
Technical Administrator		/hr
CAD Technician I		/hr
CAD Technician II		/hr
Steel Inspector, CWI	\$75	/hr
Steel Inspector NDE, ASNT Level II	\$75	/hr
Steel Inspector NDE, ASNT Level III	\$75	/hr
Roofing Observer	\$95	/hr
Senior Special Inspector		/hr
Special Inspector		/hr
Senior Engineering Technician		/hr
Engineering Technician		/hr
Senior Environmental Technician		/hr
Environmental Technician		/hr
Overtime Multiplier (over 8 hrs/day)	1.5 for all below	
Overtime Multiplier (Weekends)		
Overtime Multiplier (Holidays)		

* Overtime rates apply to non-exempt employees.

EXPENSES

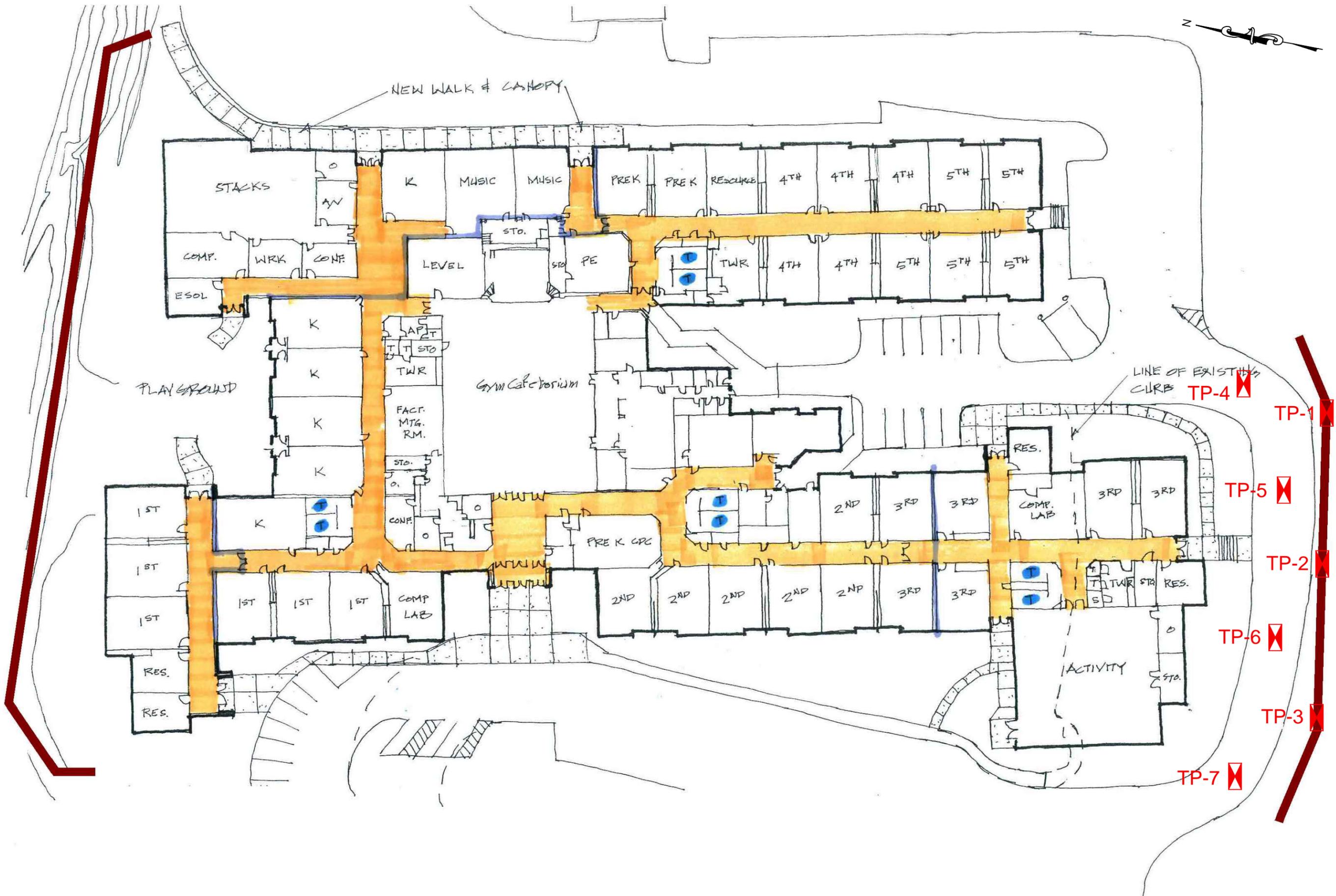
Mileage	\$.50	/mi Per
Diem	NC	/day
Report Production	NC	/pg
Subcontract Services	0	% + Cost
Analytical Laboratory Testing	0	% + Cost
Fuel Surcharge	NC	/mi
Misc. Reimbursable	10	% + Cost

Other:



ESTIMATE OF COST
Wolftever Elementary School Addition
 Ooltewah, Tennessee
 GEOServices PROPOSAL NO.: 14-15104

SERVICE	UNITS	UNIT COST	EXTENSION	TOTALS
DRILLING AND FIELD TESTING SERVICES				
MOBILIZATION	TRIP	\$300.00 /TRIP		\$0.00
MOBILIZATION (ATV)	1 TRIP	\$500.00 /TRIP		\$500.00
SOIL TEST BORING	400 FEET	\$9.50 /FOOT		\$3,800.00
ADDITIONAL SPOONS	TESTS	\$15.00 /TEST		\$0.00
STANDBY	HOUR	\$200.00 /HOUR		\$0.00
UNDISTURBED SAMPLES	6 TUBES	\$50.00 /TUBE		\$300.00
BAG SAMPLES	3 BAGS	\$35.00 /BAG		\$105.00
AUGER PROBES	FEET	\$6.00 /FOOT		\$0.00
CORE DRILLING				
NX SIZE CORING	FEET	\$35.00 /FOOT		\$0.00
SET-UP	SET-UP	\$100.00 /SET-UP		\$0.00
SURFACE CASING	FEET	\$10.00 /FOOT		\$0.00
BORING GROUTING				
4 INCH DIAMETER	FEET	\$2.50 /FOOT		\$0.00
6 INCH DIAMETER	180 FEET	\$3.50 /FOOT		\$630.00
			SUBTOTAL DRILLING	\$4,705.00
LABORATORY SERVICES				
MOISTURE CONTENT	70 TESTS	\$5.00 /TEST		\$350.00
ATTERBERG LIMITS	4 TESTS	\$60.00 /TEST		\$240.00
STANDARD PROCTOR	2 TESTS	\$90.00 /TEST		\$180.00
UNCONFINED COMP.	TESTS	\$75.00 /TEST		\$0.00
CONSOLIDATION	TESTS	\$400.00 /TEST		\$0.00
ENGINEERING CLASSIFICATION	TESTS	\$20.00 /TEST		\$0.00
UNIT WEIGHT	TESTS	\$30.00 /TEST		\$0.00
GRAIN SIZE (2" - #200)	TESTS	\$40.00 /TEST		\$0.00
HYDROMETER	TESTS	\$80.00 /TEST		\$0.00
Ph/RESISTIVITY OF SOIL	TESTS	\$60.00 /TEST		\$0.00
TRIAXIAL SHEAR (CU with Pore Pressure)	2 TESTS	\$700.00 /TEST		\$1,400.00
CBR	1 TESTS	\$400.00 /TEST		\$400.00
			SUBTOTAL LABORATORY	\$2,570.00
ENGINEERING SERVICES				
SENIOR REGISTERED PROFESSIONAL	4 HOURS	\$110.00 /HOUR		\$440.00
REGISTERED PROFESSIONAL	8 HOURS	\$100.00 /HOUR		\$800.00
STAFF PROFESSIONAL /FIELD PROFESSIONAL	30 HOURS	\$70.00 /HOUR		\$2,100.00
MILEAGE	150 MILES	\$0.50 /MILE		\$75.00
			SUBTOTAL ENGINEERING	\$2,975.00
			TOTAL ESTIMATED COST	\$10,250.00



NOTES:

- 1.) BORING LOCATIONS ARE SHOWN IN GENERAL ARRANGMENT ONLY.
- 2.) DO NOT USE BORING LOCATIONS FOR DETERMINATIONS OF DISTANCES OR QUANTITIES.
- 3.) BASE MAP PROVIDED BY BILLINGSLEY ARCHITECTURE.

☒ LOCATION OF SOIL TEST BORING

TEST PIT LOCATION PLAN
 Wolfver Creek Elementary
 Ooltewah, Tennessee

DRAWN BY:	JTH
APPROVED BY:	DKK
SCALE:	NTS
JOB NO.:	14-15104
DATE:	1/15/2015

GEOS
 Engineering, LLC
 Geotechnical and Materials Engineers

Phone: (423) 614-6471
 Fax: (423) 614-6479
 5559 North Lee Highway
 Cleveland, Tennessee 37312

FIGURE 2

AGREEMENT FOR SERVICES

Date: January 23, 2015

Job Number: 14-15104

GEOservices, LLC
(Hereafter Consultant)

Client Name: Hamilton County Engineering Dept.
(Hereafter Client)

Address: 5559 North Lee Highway

Address: 1250 Market Street, Suite 3050

City: Cleveland
State: Tennessee Zip: 37312

City: Chattanooga
State: Tennessee Zip: 37402

Telephone: (423) 614-6471

Telephone: (423) 209-7810

Fax: (423) 614-6479

Fax: (423) 209-7811

Email: dkilday@geoservicesllc.com

Email: johna@hamiltonton.gov

PROJECT

Project Name: Wolftever Creek Elementary School Addition

Project Location: Ooltewah, Tennessee

SERVICES TO BE RENDERED

Proposal Number: 14-15104 Dated: January 23, 2015 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.
5. **LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.
6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.
13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.
14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the

termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services , or the recommended scope of Services , Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.
19. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.
20. **INDEMNITY:** Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault.
21. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.
22. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
23. **SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 24. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
- 25. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- 26. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Hamilton County Engineering Dept.

GEOServices, LLC

BY: _____
(Signature)

BY: 

(Signature)

(Print Name / Title)

Dennis A. Huckaba, P.E. / Principal

DATE: _____

DATE: January 23, 2015

PROPOSAL NUMBER : 14-15104

Faxed signature to be treated as original signature

Photo 1	
	Date: 1/9/15
	Photographer: Russ Ashburn
Location / Orientation	Cul-de-Sac facing east
Remarks	Photo shows standing water at the base of the existing slope

Photo 2	
	Date: 1/9/15
	Photographer: Russ Ashburn
Location / Orientation	Cul-de-sac facing southwest
Remarks	Photo shows the area for the proposed northeast addition

Photo 3		
		Date: 1/9/15
		Photographer: Russ Ashburn
Location / Orientation	West of the existing playground facing east	
Remarks	Photo shows the existing playground	

Photo 4		
		Date: 1/9/15
		Photographer: Russ Ashburn
Location / Orientation	West of the existing playground facing north	
Remarks	Photo shows the existing slope to the north	

Photo 5		
		Date: 1/9/15
		Photographer: Russ Ashburn
Location / Orientation	Crest of northern slope facing south	
Remarks	Photo shows the existing school and topographic relief from the slope	

Photo 6		
		Date: 1/9/15
		Photographer: Russ Ashburn
Location / Orientation	Cul-de-Sac facing east	
Remarks	Photo shows standing water at the base of the existing slope	



Hamilton County Board of Commissioners RESOLUTION

No. 215-35

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH THOMPSON ENGINEERING FOR GEOENVIRONMENTAL TESTING NECESSARY FOR DESIGN OF THE SALE CREEK MIDDLE/HIGH SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$27,500.00 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 614-34 was approved by this Legislative Body on June 18, 2014 approving hourly rates and testing service fees for the geoenvironmental services provided by Thompson Engineering; and,

WHEREAS, the total amount of the contract shall not exceed \$27,500.00 without approval by the County Commission; and,

WHEREAS, There are sufficient funds available for this project in the County's line of credit.

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

That the County Mayor is authorized to enter into and execute an agreement with Thompson Engineering to provide geoenvironmental testing for the Sale Creek Middle/High School Addition for an amount not to exceed \$27,500.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date



January 23, 2015

Ms. Autumn Friday, P.E.
Engineering
Hamilton County, Tennessee
Development Resource Center
1250 Market Street, Suite 3050
Chattanooga, TN 37402-2713

Subject: Revised Proposal for Geotechnical Services - Sale Creek Middle/High School
Hamilton County, Tennessee

Dear Ms. Friday:

Thompson Engineering, Inc. appreciates the opportunity to submit this proposal to provide a geotechnical investigation for your project. This proposal presents our understanding of the work for the project and our proposed scope of services, schedule, and fee. Fees will be based on the approved pre-qualified fee schedule as per Hamilton County Resolution # 614-34 for pre-approved Geo/Environmental Engineering firms.

PROJECT INFORMATION

Our understanding of the project is based on conversations stemming from the meeting on Friday, January 9, 2015. The project includes development of an addition at Sale Creek Middle/High School. The project site is located east of Highway 27 on Patterson Road in Sale Creek, TN. The addition will be located at the rear of the existing school structure on fairly level land currently used for mobile classrooms.

From the above meeting and without final construction plans...it is our understanding that the project consists of an approximate 60,000 sf 1 – story addition – masonry construction and a metal roof; an approximate 200' x 400' asphalt parking area; and approximately 600 lf of new driveway at the rear of the school. We also understand that our portion of the project should commence on or around March 1, 2015 and run approximately 12 consecutive months thereafter.

SCOPE OF SERVICES

Thompson Engineering will provide the geotechnical engineering assessment necessary to assist in identifying potential challenges to the planned project. Thompson Engineering will complete a geotechnical assessment to include the following elements:

232 E. 11th Street Suite 100
Chattanooga, TN 37402
Phone: 423.756.7970
www.thompsonengineering.com

Review of published literature - We will review available published reports for geology, soils, and natural resources. These publications will provide information about site geology, potential geologic hazards, soil types, and water resources. We will use that information to develop a site reconnaissance and field exploration plan.

Site reconnaissance - We will visit the project site to observe conditions. We will look for bedrock outcrops, depressions, vegetation changes, water conveyances, and other visible indicators of the subsurface conditions at the site.

Survey Services –

1. Field Stake Boring locations for Geotechnical Drilling.
2. Coordinate with drilling crew and provide necessary data.
3. Provide Boring location coordinates and elevations in required datum to client.

Exclusion:

Any fees associated with the location of underground utilities.

Field exploration - Thompson Engineering will conduct a subsurface exploration of the soil and groundwater conditions. We propose to explore the subsurface conditions at a total of 17 locations. Out of the 17 locations we will use 4 to 5 locations as test pits. The test pits will be excavated by Hamilton County with a representative of Thompson Engineering present. During the test pit excavations, we will document the soil conditions (strata depth, soil type, consistency, and moisture) and observe the difficulty of excavation. We will prepare a field log of our observations and collect representative soil samples for further evaluation in our laboratory. Samples will be placed in sealed containers, marked for identification. Some test pits will be left open for as long as possible to help in evaluating groundwater levels. The test pits will be backfilled before leaving the site. The remaining 12 to 13 locations will be explored by drilling to a depth of 10 to 40 feet, or SPT refusal. SPT split-spoon and undisturbed “Shelby Tube” sampling will be performed as appropriate for these 12 to 13 locations. Groundwater levels will be noted at the time of drilling. The borings will be grouted upon completion.

Laboratory testing - Thompson Engineering will conduct a laboratory testing program to better define the engineering properties of the subsurface soils. Our field representatives will package the soil samples obtained during the field exploration and return them to our geotechnical laboratory for further evaluation. A geotechnical engineer will visually classify the soil samples according to the Unified Soil Classification System. To aid soil classification and to evaluate the on-site soil's relative volume change potential, Thompson Engineering will conduct Atterberg limits tests on representative samples. We also will perform natural moisture content determinations on selected samples to aid in establishing a soil moisture profile.

Engineering evaluation and report - Upon completion of the field and laboratory testing, Thompson Engineering will publish a written report outlining our findings and recommendations. The report will include the following information:

- Description of the site conditions, topography, drainage, geology, and general seismic information;
- Description of subsurface soil and rock conditions and the groundwater level;
- Comments concerning the presence of groundwater, soft soil, or other encountered conditions that may affect the design and construction activities;
- Discussion of geotechnical concerns and their impact on the proposed development;
- Recommendations for locating buildings, pavements, drainage, and other facilities;
- Recommendations for earthwork, site preparation, mass grading, and other construction related items;
- Recommendations for foundations, pavements, and other site construction affected by the subsurface conditions.

Exclusion:

1. Site will be accessible to drill rig, equipment and personnel during normal operating hours. Delays not caused by Thompson will be charged at a Standby rate of \$165/hr.
2. Any fees associated with the location of underground utilities.
3. Excessive undercut and backfill above and beyond normal construction standards will be billed on an hourly rate as per agreed upon fees.

SCHEDULE

We can begin work within 1 week after receiving authorization to proceed. Reports will be completed in a timely manner as work progresses. It is our understanding that our portion of the project should commence on or around March 1, 2015 and run approximately 12 consecutive months thereafter.

FEE

We will provide the proposed scope of services for a not-to-exceed fee of \$27,500.00. Fees will be based on the approved pre-qualified fee schedule as per Hamilton County Resolution # 614-34 for pre-approved Geo/Environmental Engineering firms.

The technical and pricing information contained in this proposal or in any correspondence submitted by Thompson Engineering is considered confidential and proprietary and should not be released or otherwise be made available to any third party without express written consent of Thompson Engineering.

AUTHORIZATION

To authorize these services, please sign the Acceptance block and return the complete proposal to us. We will provide you with a signed original upon receipt. Our work will be performed under the terms of our continuing services contract with Hamilton County.

CLOSURE

Please call Harry Hawkins at 423-756-7970 with any questions you may have. We look forward to working with you on this and future projects.

Respectfully submitted,

THOMPSON ENGINEERING, INC.



Cameron Crigler
Geotechnical Engineer



Richard H. Sheffield
GeoMaterials Group Leader

ACCEPTANCE

The terms and conditions of this Proposal are accepted this ____ day of _____, 2015.

HAMILTON COUNTY, TENNESSEE

Signature of authorized representative

Print or type name of authorized representative and title



Hamilton County Board of Commissioners RESOLUTION

No. 215-36

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH MORELAND ALTOBELLI ASSOCIATES, INC FOR GEOENVIRONMENTAL TESTING NECESSARY FOR DESIGN OF THE NOLAN ELEMENTARY SCHOOL ADDITION FOR AN AMOUNT NOT TO EXCEED \$9,943.00 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 614-34 was approved by this Legislative Body on June 18, 2014 approving hourly rates and testing service fees for the geoenvironmental services provided by Moreland Altobelli Associates, Inc.; and,

WHEREAS, the total amount of the contract shall not exceed \$9,943.00 without approval by the County Commission; and,

WHEREAS, There are sufficient funds available for this project in the County's line of credit.

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

That the County Mayor is authorized to enter into and execute an agreement with Moreland Altobelli Associates, Inc to provide geoenvironmental testing for the Nolan Elementary School Addition for an amount not to exceed \$9,943.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 18, 2015

Date



Thomas D. Moreland, PE Chairman/CEO	Buddy Gratton, PE President	Vickie E. Moreland Executive Vice President/CFO	George M. Byrd, PE Senior Vice President	J. Holly Moreland Vice President	
Richard C. Boullain, PE Vice President	Henry E. Collins, Jr. Vice President	Bradley M. Hale, PE Vice President	Albert J. Joyner, Jr. Vice President	L.N. Manchi, PE Vice President	Joe McGrew, PE Vice President

January 27, 2015

Mr. John Agan, PE
Director of Engineering, Public Works Department
Hamilton County
1250 Market Street, Suite 3050
Chattanooga, TN 37402

RE: Proposal for Geotechnical Investigation Services
Nolan Elementary School Additions
4435 Shackelford Ridge Road, Signal Mountain, TN 37377

Dear Mr. Agan,

Moreland Altobelli Associates, Inc. (MA) is pleased to submit this proposal for the referenced project. This proposal provides our understanding of the scope of our services and associated compensation for our services.

PROJECT INFORMATION

Project information was provided to us at a meeting on January 6, 2015 with Mr. Matthew Twitchell of Franklin Architects. Additional scope details were provided through subsequent email correspondence. It is our understanding that Hamilton County Department of Education is planning to construct three additions to the existing building which will total approximately 12,600 to 13,000 square feet in footprint. All additions will be to the existing one-story building. The construction will include shallow foundations, a concrete slab on grade, load bearing masonry walls, and a structural steel framing system. The construction also includes the relocation of storm sewer drain lines and potential retaining wall along the driveway on south side of the building.

SCOPE OF SERVICES

Based on our review and understanding of the available project information, we outline the proposed scope of services as follows:

- Mobilize ATV drill rig and perform 14 auger borings to a depth of 10 feet for rock profile and 7 standard penetration test borings to a depth of 25 feet for subsurface soil conditions for the proposed building additions.
- Perform soil classification and laboratory index tests on the SPT samples collected during the field investigation.
- Prepare formal computer generated boring logs incorporating both field and lab test results.



- Run engineering analysis and calculations, including but not limited to foundation bearing capacity, predicted settlement, and stability of retaining wall.
- Prepare a subsurface investigation report with a summary of project information and findings as well as recommendations including, but not limited to:
 1. Seismic site condition.
 2. Soil design parameters including bearing capacity of building foundation and slab.
 3. Soil design for foundation wall and retaining walls.
 4. Predicted settlement.
 5. Recommendations on ground water storm drain control.
 6. Subgrade support of parking lots and driveways, if required.
 7. Site grading and compaction recommendations for structural fill.

CLIENT RESPONSIBILITIES

We ask that you be responsible for the following:

- Authorize work: Sign and return the attached “Agreement for Consultant Services.”
- Coordination: Provide coordination between our field crew and Nolan Elementary School
- Report distribution: Provide us with all applicable names and contact information for report distribution.

COMPENSATION

Based on the provided project information and our experience with similar projects, we estimate the guaranteed maximum dollar amount or not-to-exceed amount for our services is \$9,943. The detailed fee estimate is attached.

MA will provide our services on a unit price basis according to the 2014 Hamilton County, Tennessee and Hamilton County Department of Education Geoenvironmental Consultant Fee Schedule. A copy of this fee schedule is attached. The actual cost of our services will be based on the number of units performed in accordance with this fee schedule. We will only bill you for actual work done in direct support of your project.

Our services will be invoiced on a monthly basis for the duration of our service involvement. The attached Fee Schedule lists applicable unit rates. Terms of payment are Net-30 days with 1.5% per month interest penalty on accounts over 30 days.



AUTHORIZATION

Our AGREEMENT FOR CONSULTANT SERVICES is attached and incorporated as a part of the proposal. After the agreement is executed by Hamilton County, please return to our offices and we will return a fully executed copy for your files.

LIMITATIONS

Our proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and MA.

MA appreciates the opportunity to propose our services and we look forward to working with you on this project. Should you have any questions and concerns, or if you need additional services, please do not hesitate to contact us at your convenience.

Yours truly,

A handwritten signature in blue ink that reads 'Buddy Gratton'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Buddy Gratton, PE
President

Attachments: 2014 Hamilton County Department of Education Approved Fee Schedule
 Geotechnical Investigation Estimate
 Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 30th day of January, 2015 between Hamilton County, Tennessee Public Works Department, with its principal place of business located at 1250 Market Street, Suite 3050, Chattanooga, Tennessee 37402 (hereinafter referred to as "Client"), and **MORELAND ALTOBELLI ASSOCIATES, INC**, a Georgia corporation with its principal place of business located at 2211 Beaver Ruin Road, Suite 190, Norcross, Georgia 30071 (hereinafter referred to as "MAAI").

WITNESSETH:

WHEREAS, Client requires certain services for a project, Geotechnical Investigation and Construction Materials Testing Services for Nolan Elementary School Additions, and MAAI possesses the knowledge, experience and technical resources to provide such services; and

WHEREAS, Client desires to contract with MAAI and MAAI desires to accept and perform such services;

NOW THEREFORE, Client and MAAI, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services**. MAAI hereby agrees to provide certain Services as defined and set forth in Exhibit "A," Scope of Services, which is attached hereto and incorporated herein by reference.

2. **Compensation**. In consideration of the Services to be rendered by MAAI under this Agreement, Client agrees to pay MAAI in accordance with labor categories and fees listed in Exhibit "B" – *Fee Schedule*, which is attached hereto and incorporated herein by reference.

3. **Payment for Services**. Client agrees to pay invoices within thirty (30) days of receipt. MAAI reserves the right to suspend the performance of Services, or to terminate this Agreement in the event any invoice remains unpaid for sixty (60) days.

4. **Standard of Care**. Services provided by MAAI under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

5. **Delays**. MAAI agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, MAAI shall not be responsible for delays caused by factors beyond MAAI's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of MAAI's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

6. **Indemnification**. MAAI agrees to indemnify and hold Client harmless from and against all suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of MAAI, its officers, agents and employees.

7. **Insurance Requirements**. MAAI shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage:

- a. Workers' Compensation Insurance in amounts required by state law, including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 per disease.
- b. Commercial General Liability Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and

Completed Operations with combined single limits of not less than \$1,000,000 per occurrence.

- c. Commercial General Liability Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Professional Liability Insurance with a limit of not less than \$1,000,000 per claim.

8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that MAAI (including any agents, employees, subcontractors, successors and assigns of MAAI), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of Client. MAAI acknowledges responsibility for all federal, state, and local requirements for employers which apply to MAAI.

9. **Records.** MAAI shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.

10. **Jurisdiction and Venue.** Client and MAAI stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of MAAI out of which this Agreement arises.

11. **Consequential Damages.** In no event shall either Client or MAAI be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

12. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of MAAI.

13. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and MAAI and their respective successors and assigns.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and MAAI with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and MAAI respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.

15. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and MAAI.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CLIENT:

HAMILTON COUNTY, TENNESSEE

By: _____

Title: _____

By: _____

Title: _____

MORELAND ALTOBELLI ASSOCIATES, INC.

By: Buddy A

Title: president

By: _____

Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

Project information was provided to MA at a meeting on January 6, 2015 with Mr. Matthew Twitchell of Franklin Architects. Additional scope details were provided with subsequent email correspondence. It is our understanding that Hamilton County Schools is planning to construct three additions to the existing building which will total approximately 12,600 to 13,000 square feet in footprint. All additions will be to the existing one-story building. The construction will include shallow foundations, a concrete slab on grade, load bearing masonry walls, and a structural steel framing system. The construction also includes the relocation of storm sewer drain lines and a potential retaining wall along the driveway on south side of the building.

Based on our review and understanding of the available project information required items for this project includes the following services:

- Mobilize ATV drill rig and perform 14 auger borings to a depth of 10 feet for rock profile and 7 standard penetration test borings to a depth of 25 feet for subsurface soil conditions for the proposed building additions.
- Perform soil classification and laboratory index tests on the SPT samples collected during the field investigation.
- Prepare formal computer generated boring logs incorporating both field and lab test results.
- Run engineering analysis and calculations, including but not limited to, foundation bearing capacity, predicted settlement, and stability of retaining wall.
- Prepare a subsurface investigation report with a summary of project information and findings as well as recommendations including, but not limited to:
 1. Seismic site condition.
 2. Soil design parameters including bearing capacity of building foundation and slab.
 3. Soil design for foundation wall and retaining walls.
 4. Predicted settlement.
 5. Recommendations on ground water storm drain control.
 6. Subgrade support of parking lots and driveways, if required.
 7. Site grading and compaction recommendations for structural fill.

EXHIBIT "B"

FEE SCHEDULE

Geotechnical and Materials Testing Estimate Nolan Elementary School

SERVICE	UNITS	UNIT COST	AMOUNT	TOTALS
<u>Geotechnical drilling services</u>				
Mobilization ATV	1	\$ 500.00 Each	\$ 500	
Auger borings for rock profile	140 Feet	\$ 9.00 Per foot	\$ 1,260	
SPT borings for building addition	175 Feet	\$ 11.00 Per foot	\$ 1,925	
		GEOTECHNICAL SUBTOTAL		\$ 3,685.00
<u>Laboratory services</u>				
Moisture content	21 Each	\$ 8.00 Per each	\$ 168	
Atterberg limits	6 Each	\$ 60.00 Per each	\$ 360	
Standard proctor	3 Each	\$ 110.00 Per each	\$ 330	
		LABORATORY TESTING SUBTOTAL		\$ 858.00
<u>Engineering services</u>				
Senior registered professional	32 Hours	\$ 120.00 Per hour	\$ 3,840	
Senior engineering technician	24 Hours	\$ 65.00 Per hour	\$ 1,560	
		ENGINEERING SUBTOTAL		\$ 5,400.00
		TOTAL ESTIMATED COST		\$ 9,943.00

**Hamilton County, Tennessee and
Hamilton County Department of Education
Geoenvironmental Consultant Fee Schedule**

fee(s) may be revised annually on July 1 of the respective year if approved in writing by Hamilton County

FIELD EXPLORATION

Drilling and Exploration

Mobilization - truck

Local Mobilization	\$350.00	/ea
With Drilling Equipment	\$2.00	/mi

Mobilization - ATV

Local Mobilization	\$500.00	/ea
With Drilling Equipment	\$3.00	/mi

Clearing and Access

Mobilization	\$300.00	/ea
Dozer	\$100.00	/hr
Backhoe	\$100.00	/hr

Per Diem

	\$150.00	/day
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Soil Boring Advancement with SPT

0 - 50 feet Depth Range	\$11.00	/ft
50+ feet Depth Range	\$12.00	/ft
Extra Split Spoon Sample	\$30.00	/ea

Auger Boring

	\$9.00	/ft
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Undisturbed Sampling, Shelby tube

	\$85.00	/ea
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Piston / Pitcher Sampling

	\$65.00	/ea
--	---------	-----

Bulk Samples

	\$20.00	/ea
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Hourly for Drill Crew

Specialty Drilling	\$180.00	/hr
Standby	\$150.00	/hr

Rock Coring (N series)

Coring Setup (per boring)	\$150.00	/loc
0 - 50 feet Depth Range	\$45.00	/ft
50 - 100 feet Depth Range	\$50.00	/ft
Core Boxes	\$15.00	/ea

Rock Coring (H series)

Coring Setup (per boring)	\$150.00	/loc
0 - 50 feet Depth Range	\$55.00	/ft
50 - 100 feet Depth Range	\$60.00	/ft
Core Boxes	\$30.00	/ea

Temporary Piezometer Installation

	\$25.00	/ft
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Rock Drilling - Air Rotary

Setup (per boring)	\$175.00	/ea
0 - 50 feet Depth Range	\$40.00	/ft
50-100 feet Depth Range	\$45.00	/ft

Temporary Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$7.00	/ft
50 - 100 feet Depth Range	\$8.00	/ft
Permanent Casing Installation, 6-inch		
0 - 50 feet Depth Range	\$10.00	/ft
50 - 100 feet Depth Range	\$12.00	/ft
Direct Push Rig		
Daily	\$1,500.00	/day
Macro Core Sleeves	\$50.00	/ea
Prepack Well	\$20.00	/ft
Expendable Tips	\$50.00	/ea
Tubing	\$5.00	/ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)		
0 - 50 feet Depth Range	\$50.00	/ft
50 - 100 feet Depth Range	\$55.00	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	\$150.00	/ea
4"x4"x5' Steel Locking Shroud	\$300.00	/ea
6"x6"x5' Steel Locking Shroud	\$500.00	/ea
8" Flush Shroud	\$100.00	/ea
4" dia. Protective posts	\$100.00	/ea
Well Abandonment - 2" PVC		
Plug in place	\$5.00	/ft
Pad/Shroud Removal	\$200.00	/ea
Minimum Drilling Charge	\$1,300.00	/project
Boring Grouting		
4 Inch Diameter Boring	\$8.00	/ft
6 Inch Diameter Boring	\$12.00	/ft

EQUIPMENT USE CHARGE

Equipment Usage Charges

Electrical Resistivity	\$250.00	/day
Ground Penetrating Radar	\$1,000.00	/day
Surface Seismic Array	\$1,500.00	/day
Down Hole Seismic	\$1,200.00	/day
Nuclear Density Gauge	\$0.00	/day
Concrete Testing Equipment	\$0.00	/day
Dynamic Cone Penetrometer	\$0.00	/day
Core Machine	\$600.00	/day
Core Bit Wear	\$0.50	\$/in/in
High Pressure Washer	\$100.00	/day
Steam Cleaner	\$100.00	/day
Grouting Unit	\$100.00	/day
Water Trailer	\$300.00	/day
Air Compressor	\$300.00	/day
Generator	\$100.00	/day
Jackhammer - Electric	\$100.00	/day
Jackhammer - Air	\$120.00	/day
Pickup Truck - 1/2 ton	\$0.00	/day
Pickup Truck - 3/4 ton	\$0.00	/day
Photoionization Detector	\$60.00	/day
Pumps		
Centrifugal Pump	\$50.00	/day
Peristaltic Pump	\$75.00	/day
Purge Pump	\$50.00	/day
Meters		
pH Meter	\$15.00	/day
Specific Conductance Meter	\$75.00	/day
DO Meter	\$75.00	/day
ORP Meter	\$50.00	/day
Explosive Gas Meter	\$50.00	/day
Pressure Transducer	\$50.00	/day
Data Logger	\$50.00	/day
Oil/Water Interface Probe	\$50.00	/day
Electric Water Level Indicator	\$15.00	/day
Supplies		
Bailers	\$4.00	/ea
Petroleum Absorbent Booms	\$10.00	/ea
Drums, 55-gal	\$0.00	/ea
Plastic	\$0.00	/ea
Other:		

Included in technician rate

GEOTECHNICAL/MATERIALS LABORATORY TESTING

Shear Strength Tests

Unconfined Compression Test	\$90.00	/ea
Triaxial Compression Tests		
UU	\$120.00	/ea
UU - saturated	\$150.00	/ea
CU w/ Pore Pressure Measurement	\$250.00	/ea
CD	\$400.00	/ea

Classification Tests

Atterberg Limits	\$60.00	/ea
Particle Size Analysis (2" - #200)	\$50.00	/ea
Particle Size Analysis (1/4" - #200)	\$50.00	/ea
Particle Size Analysis (Hydrometer)	\$90.00	/ea
#200 Wash	\$45.00	/ea

Consolidation Tests

Consolidation	\$500.00	/ea
Consolidation with Hysteresis	\$550.00	/ea

Permeability Tests

Constant Head	\$250.00	/ea
Controlled Gradient	\$350.00	/ea

Earthwork Tests

Compaction Tests (Proctor): Soil, Standard	\$110.00	/ea
Compaction Tests (Proctor): Soil, Modified	\$120.00	/ea
Compaction Tests (Proctor): Stone, Standard	\$130.00	/ea
Compaction Tests (Proctor): Stone, Modified	\$140.00	/ea
Proctor Check Point	\$20.00	/ea
CBR, Soaked - Three points with Plot	\$450.00	/ea

Miscellaneous Tests

Separate Moisture Content	\$8.00	/ea
Separate Unit Weight Determination	\$30.00	/ea
Specific Gravity	\$40.00	/ea
pH Determination	\$20.00	/ea
Resistivity	\$45.00	/ea
Remolded Sample Preparation	\$75.00	/ea
Saw Shelby Tube	\$0.00	/ea
Organic Content	\$55.00	/ea

Concrete Testing

Compressive Strength (/ specimen made)	\$12.00	/ea
Floor Flatness and Levelness Testing	\$0.30	/sf
Vapor Emission Testing	\$80.00	/test
Compressive Strength of Concrete Cores	\$15.00	/core
Concrete Mix Design Verification	\$250.00	/mix

Asphalt Testing

Asphalt Extraction and Gradation	\$120.00	/ea
Marshall Density, Stability, & Flow	\$200.00	/ea
Theoretical Density and Specific Gravity	\$15.00	/ea
Asphalt Core Density	\$15.00	/ea
Asphalt Core Thickness	\$10.00	/ea
Asphalt Patch (bag)	\$50.00	/ea

Masonry

Grout Compression Test	\$45.00	/set
Mortar Cubes	\$45.00	/cube
Compressive Strength/Absorption of Block	\$60.00	/set
Masonry Composite Compression Test	\$400.00	/test

PROFESSIONAL AND TECHNICAL SUPPORT SERVICES

Principal/Chief Engineer	\$120.00	/hr
Senior Registered Professional	\$120.00	/hr
Project Registered Professional	\$105.00	/hr
Staff Professional	\$75.00	/hr
Field Professional	\$60.00	/hr
Project Manager	\$85.00	/hr
Health and Safety Specialist	\$90.00	/hr
Senior Environmental Specialist	\$90.00	/hr
Project Environmental Specialist	\$80.00	/hr
Staff Environmental Specialist	\$80.00	/hr
Senior Industrial Hygienist	---	/hr
Industrial Hygienist	---	/hr
Senior Ecologist	\$82.00	/hr
Staff Ecologist	\$70.00	/hr
Senior Archaeologist	\$100.00	/hr
Staff Archaeologist	\$70.00	/hr
Technical Administrator	\$65.00	/hr
CAD Technician I	\$65.00	/hr
CAD Technician II	\$50.00	/hr
Steel Inspector, CWI	\$85.00	/hr
Steel Inspector NDE, ASNT Level II	\$85.00	/hr
Steel Inspector NDE, ASNT Level III	\$95.00	/hr
Roofing Observer	\$100.00	/hr
Senior Special Inspector	\$90.00	/hr
Special Inspector	\$90.00	/hr
Senior Engineering Technician	\$65.00	/hr
Engineering Technician	\$60.00	/hr
Senior Environmental Technician	\$75.00	/hr
Environmental Technician	\$60.00	/hr
Overtime Multiplier (over 8 hrs/day)	1.15	
Overtime Multiplier (Weekends)	1.15	
Overtime Multiplier (Holidays)	1.15	

* Overtime rates apply to non-exempt employees.

EXPENSES

Mileage	\$0.45	/mi
Per Diem	\$125.00	/day
Report Production	\$0.00	/pg
Subcontract Services	15	% + Cost
Analytical Laboratory Testing	15	% + Cost
Fuel Surcharge	\$0.00	/mi
Misc. Reimbursable	15	% + Cost
Other:		



Hamilton County Board of Commissioners

RESOLUTION

No. 215-37

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE UTC FIVE, LLC PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, pursuant to Tennessee Code Annotated, Section 48-101-312(b) Hamilton County (the "County") is permitted to delegate to The Health, Educational, and Housing Facility Board of the City of Chattanooga (the "Corporation") the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Corporation upon a finding by the County that such payments are deemed to be in furtherance of the Corporation's public purposes; and,

WHEREAS, UTC FIVE, LLC (the "Company") is contemplating the construction of two (2) four (4) story buildings at 500 Lindsay Street containing apartments with mixed sizes of sixteen (16) efficiencies, twenty-four (24) one (1) bedroom, and twenty-four (24) two (2) bedroom units (collectively, the "Project") and because of the substantial economic benefits to the City and Hamilton County resulting from the Project, has asked the Board and the City Council to approve payments in lieu of ad valorem taxes; and

WHEREAS, the County has determined that payments in lieu of ad valorem taxes from such a project would be in furtherance of the Corporation's public purposes as set forth within Chapter 101 of Title 48 of the Tennessee Code Annotated;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMISSION:

That we do hereby find that the UTC FIVE, LLC project referenced above is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Corporation's public purposes; and,

That, having made such a finding in this instance, we do hereby delegate to the Corporation the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for this purpose and this project only; and,

That the County Mayor is hereby authorized to enter into an Agreement for Payments In Lieu Of Ad Valorem Taxes in the form attached hereto, with such changes thereto as he shall approve; and,

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 18, 2015

Date

**AGREEMENT FOR PAYMENTS IN LIEU
OF AD VALOREM TAXES**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2015, by and among THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”); UTC FIVE, LLC, a Tennessee limited liability company (the “Company”); the CITY OF CHATTANOOGA (the “City”); and HAMILTON COUNTY (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE (“Trustee”), and by WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY (“Assessor”).

W I T N E S S E T H:

WHEREAS, the Company is contemplating the construction of two (2) four (4) story buildings at 500 Lindsay Street containing apartments with mixed sizes of sixteen (16) efficiencies, twenty-four (24) one (1) bedroom, and twenty-four (24) two (2) bedroom units (collectively, the “Project”), and has requested the Board’s assistance in the financing of the Project; and

WHEREAS, substantial public welfare benefits to the City and County will be derived from the Project; and

WHEREAS, the Board has agreed to take title to certain real and personal property that constitutes the Project, as described in Exhibit “A” attached hereto (the “Property”), which Property is to be owned by the Board and leased to the Company; and

WHEREAS, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §48-101-301, et seq.,

all such property will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §48-101-312; and

WHEREAS, for the public benefit of the citizens of the City and the County, the Board has requested that the Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

WHEREAS, the Company has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the Property (the “In Lieu Payments”), as more particularly set forth hereinafter; and

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions; and

WHEREAS, the Company and the Board have agreed that all In Lieu Payments made to the Board by the Company shall be paid to the Trustee, who shall disburse such amounts to the general funds of the City and the County in accordance with the requirements specified herein; and

WHEREAS, the Board wishes to designate the Assessor as its agent to appraise the Property and assess a percentage of its value in the manner specified herein; and

WHEREAS, the Board wishes to designate the Trustee as its agent to receive the In Lieu Payments in accordance with the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were subject to property taxes. The Assessor shall give the Trustee, the City Treasurer, the Board, and the Company written notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Trustee as its agent to compute the amounts of the In Lieu Payments, to receive such payments from the Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this agreement, the Trustee shall compute the taxes which would be payable on the Property if it were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and assessment of the Assessor. Each year hereunder, the Trustee shall send the Board and the Company a bill for appropriate amounts of In Lieu Payments (the "Tax Bill").

3. Payments in Lieu of Taxes. After receipt of the Tax Bill, the Company shall pay to the Trustee the amounts indicated on the Tax Bill in accordance with the amount set forth below in Paragraph 4. The In Lieu Payments shall be made by the Company in lieu of the property taxes which would otherwise be payable on the Property if it were subject to property taxes.

4. Amount of Payments by the Company.

(A) Land. For each of the years 2016 and thereafter, the Company shall make payments with respect to the Property in an amount equal to one hundred percent (100%) of all City and County annual ad valorem property taxes levied on the value of the land of the associated Property. The intent is for the City and County to continue receiving throughout the term of this Agreement all taxes assessed as to the value of the land exclusive of the improvements.

(B) Improvements. After construction is completed and the Assessor of Property has reassessed the then improved Property, the Company shall make In Lieu Payments in the amount required to satisfy the Hamilton County Schools portion of the property taxes that would be due on the Property (as improved) if it were subject to taxation (the “School Portion”), which the parties acknowledge and agree currently equates to 27.1% of the amount of the total City and County taxes that would have been payable on the Property if it were subject to property taxes, plus In Lieu Payments on the improvements as reflected as follows:

Year	City General	County General	County School
	Fund	Fund	Fund
2015 - 2026	0%	0%	100%
2026	20% of 2026 assessment	20% of 2026 assessment	100%
2027	40% of 2027 assessment	40% of 2027 assessment	100%
2028	60% of 2028 assessment	60% of 2028 assessment	100%
2029	80% of 2029 assessment	80% of 2029 assessment	100%
2030	100% of 2030 assessment	100% of 2030 assessment	100%

During such years 2026 to 2029, the Company shall continue to pay the School Portion attributable to the Hamilton County Schools. For any periods before or after such 14-year period that the Property is owned by the Board, the Company shall make In Lieu Payments in an amount, as determined

by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

5. Penalties and Late Charges. The Company shall make the In Lieu Payments for each year before March 1 of the following year. All In Lieu Payments to the City and County shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company fails to make any In Lieu Payment when due, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, for each month that each payment has been unpaid. Such one and one-half percent (1-1/2%) per month late charge amount shall accumulate each month and be payable so long as there remains any outstanding unpaid amount.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees.

(c) If the Company should fail to reserve for lease at least Twenty (20%) percent of the available units in the Project to persons whose income does not exceed Eighty (80%) percent of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development, then the City and the County reserve the right but are not obligated to adjust the terms and conditions of the tax abatement granted to the Company under this Agreement for the Tax Abatement Period by requiring the Company to pay an additional amount of the In Lieu Payments on the Property. The City and the County may then require the Company to pay an amount up to the difference between the amounts of the In Lieu Payments required pursuant to Paragraph 4 of this Agreement and the amounts that the

Company would have paid using the pro-rated percentage of the affordable housing units associated with the Tax Abatement Period. The County and the City shall look solely to the Company for any repayment obligations.

6. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Paragraph 4 for the benefit of the City general fund shall be disbursed to the general funds of the City in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County general fund shall be disbursed to the general fund of the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be divided into an account for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated § 7-53-305.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Lien on Property. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

9. Term. This Agreement shall become effective on the date that the Board attains title to the Property and shall continue for so long as the Board holds title to any of the Property or the Company has made all payments required hereunder, whichever shall later occur.

10. Leasehold Taxation. If the leasehold interest of the Company should be subject to ad valorem taxation, then any amounts assessed as taxes thereon shall be credited against any In Lieu Payments due hereunder. The Company agrees to cooperate fully with the Assessor in

supplying information for completion of leasehold taxation questionnaires with respect to the Property.

11. Stormwater Fees. The Company shall be responsible for all stormwater fees assessed by the City of Chattanooga against the Real Property.

12. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City or the Board, c/o Mr. Phillip A. Noblett, Suite 200, 100 E. 11th Street, Chattanooga, Tennessee 37402; if to the County, c/o Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402-1956; if to the Company, 926 Oakland Avenue, Rock Hill, South Carolina 29730; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, Express Mail, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid.

13. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

14. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

15. No Liability of Board's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the Board, whether past, present or future, either directly or through the Board. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

17. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

18. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

ATTEST:

By: _____
Secretary

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

By: _____
Chairman

UTC FIVE, LLC

By: _____
Title: _____

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

WILLIAM C. BENNETT

By: _____
Hamilton County Assessor of Property

EXHIBIT "A"
TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

REAL PROPERTY

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, STATE OF TENNESSEE:

Map and Parcel Nos. 135M-G-008, 135M-G-009 and 135M-G-010.

PERSONAL PROPERTY

All personal property used by the Company in connection with its housing facility located on the real property described above.