

# Hamilton County Board of County Commissioners

AGENDA

June 03, 2015

ROLL CALL

INVOCATION - Commissioner Bankston

PLEDGE TO THE FLAG - Commissioner Bankston

- Presentation            Commissioner Greg Beck will honor Thomas "Skip" Finley for 30 years of dedicated service to Hamilton County.
- Minutes                 Recessed Meeting - May 13, 2015
- Minutes                 Agenda Session - May 13, 2015
- Minutes                 Regular Meeting - May 20, 2015
- Report                 Trustee Excess Fee Report April 2015
- Report                 Trustee Monthly Report April 2015
- Report                 Report on Debt Obligation - General Obligation Bonds, Series 2015A.
- Report                 Report on Debt Obligation - General Obligation Refunding Bonds, Series 2015B.
- Res. No. 615-1         A Resolution to approve and accept applications for notary public positions, and the bond and oath of notaries previously elected.
- Res. No. 615-2         A Resolution accepting the bid of Saitech, Inc. for one (1) year contract unit pricing, with the option to renew for one (1) additional one (1) year term, beginning June 3, 2015 through June 2, 2016, for Dell Latitude 14 Rugged laptop computers amounting to \$2,420.43 each for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-3         A Resolution approving an Interlocal Agreement among the City of Ridgeside, the County Trustee, and Hamilton County relative to the collection of the City of Ridgeside Sanitation Fees.
- Res. No. 615-4         A Resolution approving the final contract renewal with Sun Life Financial for reinsurance for the County's group medical plan and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-5         A Resolution authorizing the County Mayor to sign a \$49,425 agreement with Barge Waggoner Sumner and Cannon, Inc. for professional services to create a mobile device app for interactive displays on the new extension of the Tennessee Riverwalk.
- Res. No. 615-6         A Resolution accepting the bids of Shields Electronic Supply, Inc. and Accredited Lock Supply Company for contract unit pricing for door access materials for the period of June 5, 2015, through June 4, 2016, for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-7         A Resolution accepting the quotation from Sports, Play, and Active Recreation for Kids (SPARK) for the purchase of SPARK PE instructional curriculum packets for the Step ONE Program to be used by Hamilton County Schools amounting to \$17,118.60 for the Chattanooga-Hamilton County Health Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-8         A Resolution ratifying the purchase of gasoline and diesel fuel for the period of April 1, 2015, through April 30, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-9         A Resolution accepting the bid of Saitech, Inc. for a one (1) year contract, beginning June 3, 2015 through June 2, 2016, with the option to renew for one (1) additional one (1) year term, for HP printers for the Information Technology Services Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 615-10 A Resolution accepting the bid of Southern Athletic Fields, Inc. for one (1) year contract pricing, beginning June 3, 2015, through June 2, 2016, with the option to renew for one (1) additional one (1) year term, for infield clay mix for the Recreation Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-11 A Resolution authorizing the County Mayor to sign a contract in the amount of \$188,799.05 with the Tennessee Department of Transportation for the Hamilton County Courts Community Service Program with a contract period beginning July 01, 2015 and ending June 30, 2016.
- Res. No. 615-12 A Resolution accepting the qualifications and fee schedule of AMEC Environmental & Infrastructure Inc., Geoservices, LLC, K.S. Ware & Associates LLC, Marion Environmental, Inc., MC2 Engineers, Moreland Altobelli Associates, Inc., PDM Engineering Associates, LLC, S&ME, Inc., Stantec, Terracon, and Thompson Engineering, for one (1) year contract pricing, beginning July 3, 2015 through July 2, 2016, for Geoenvironmental consulting services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-13 A Resolution accepting the bid of J&J Contractors, Inc. for construction of the Tri-Community Volunteer Fire Department Station 3 amounting to \$2,833,700 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-14 A Resolution authorizing the County Mayor on behalf of Hamilton County to execute and create a stream and wetlands conservation easement upon property jointly-owned by Hamilton County and the City of Chattanooga, designating Hamilton County Parks and Recreation as the holder of said easement located within the Enterprise South Industrial Park.
- Res. No. 615-15 A Resolution accepting the bid of Nabco Electric for the construction of the Hixson Pike and Thrasher Pike intersection signalization for an amount not to exceed \$150,666.35 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 615-16 A Resolution authorizing the County Mayor to enter into and execute a "Memorandum of Understanding" with the RiverCity Company relative to property owned by Hamilton County.

## ANNOUNCEMENTS

### DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MAY 13, 2015**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            May 13, 2015

**BE IT REMEMBERED**, that on this 13<sup>th</sup> day of May, 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, Deputy Clerk Brooke Weaver 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 arrived after the roll was called. Total present – 8. Total absent -1.

Also in attendance were members of the County Mayor’s administrative staff, County Attorney Neil Southerland, and County Auditor Bill McGriff.

Commissioner Graham introduced Pastor Jonathan Schwartz, Brainerd Presbyterian Church, who gave the invocation. Commissioner Graham led in the pledge to the flag.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MAY 13, 2015**

**PRESENTATION – SHERIFF’S DEPARTMENT 2014 ANNUAL REPORT**

Sheriff Jim Hammond spoke regarding the Annual Sheriff’s Department Report. He noted that this annual report is a CALEA (Commission on Accreditation for Law Enforcement Agencies) requirement. He pointed out that Hamilton County was one of only five Sheriff’s Offices in the State to have received this accreditation.

At this time Chairman Fields indicated he should have closed the recessed meeting and gone into agenda session for this presentation. He asked Sheriff Hammond to pause his presentation. County Clerk Bill Knowles called the roll and each of the member answered present.

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

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MAY 13, 2015**

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

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date

W.F.K.  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

**STATE OF TENNESSEE**            )            Agenda Preparation Session  
**COUNTY OF HAMILTON**        )            May 13, 2015

**BE IT REMEMBERED**, that on this 13<sup>th</sup> day of May, 2015, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

Also in attendance were members of the County Mayor’s administrative staff led by Chief of Staff Michael Compton. County Auditor Bill McGriff was present as was Assistant County Attorney Neill Southerland until County Attorney Rheubin Taylor arrived early in the agenda meeting.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

**COMMITTEE ASSIGNMENTS**

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

- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- The Juvenile Court Clerk's Reports for January and February 2015 would be submitted for the record.
- Resolution No. 515-29 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 515-33 and 515-44 were ~~re~~-assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolution Nos. 515-32, 515-34, 515-39 through 515-43 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 515-37 was not used.
- Resolution Nos. 515-30, 515-31, 515-35, 515-36, and 515-38 were heard by a Committee of the Whole.

**PRESENTATION – SHERIFF'S DEPARTMENT 2014 ANNUAL REPORT**

**(CONTINUED FROM RECESSED MEETING)**

After highlighting and discussing several items during the recessed meeting, Hamilton County Sheriff Jim Hammond distributed a copy of the 2014 Annual Sheriff's Department Report to members of the Commission, and the Mayor's office. Clerk Knowles asked Sheriff Hammond to furnish his office a copy of the report to be filed in the record.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

Commissioner Haynes thanked Sheriff Hammond for his presentation and spoke about how Student Resource Officers (SRO) are a valuable asset to the department, school district, and the community.

Chairman Fields stated that Resolution Nos. 515-30, 515-31, 515-35, 515-36, and 515-38 would now be heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 515-30**

Michael Compton, Chief of Staff to the Mayor spoke regarding this item. The Resolution appoints Patricia M. McKoy to the Chattanooga Area Regional Transportation Authority (CARTA) Board of Directors for a term ending October 19, 2016.

There were no questions from Commissioners.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 515-31**

Chief of Staff Compton addressed the Resolution. It recommends appointment of County Auditor Bill McGriff and the reappointment of Mike Moon to the Hamilton County Water & Wastewater Treatment Authority Board. Both terms are to end June 2, 2020.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 515-35**

Commissioner Boyd spoke regarding this item, which approves the expenditure of Commissioner discretionary bond funds in an amount not to exceed thirty thousand dollars to assist with the building and installation of a playground at East Brainerd Elementary School. The original bid approved by Resolution No. 114-17 for the construction of East Brainerd Elementary School included a seventy five thousand dollar budget for four playgrounds. It was noted the playground budget was not sufficient and one hundred twenty five thousand dollars was needed.

In response to the need for additional funds Commissioner Boyd agreed to match up to twenty five thousand dollars of funds raised by the PTA. The PTA raised twenty thousand dollars and Commissioner Smedley contributed five thousand dollars from her

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

district seven discretionary fund. Currently the school is located in district seven; the new East Brainerd Elementary school is being built at the former David Brainerd Christian School site in district eight. The new location will open in August 2015.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 515-36**

Commissioner Boyd spoke regarding this item, which approves the expenditure of Commissioner discretionary bond funds, as allotted to district eight, in an amount of \$10,481.36 for the purchase of interactive teaching centers for Chattanooga School for the Liberal Arts (CSLA). TriStar Digital Connections, LLC was the low quote for the three carts, three projectors, and two computers.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 515-38**

Commissioner Mackey expressed support for the Resolution that authorizes purchase of a digital sign for the South Chattanooga Recreation Center. He also urged the Commission to restore the previous policy pertaining to discretionary funding.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

There were no questions from Commissioners.

Commissioner Haynes, Chairman of the Zoning Committee, announced that the Zoning Committee would meet in the adjacent conference room following today's meeting.

Commissioner Graham, Chairman of the Finance Committee, announced that the Finance Committee would meet in the Commission Room following today's meeting.

**ANNOUNCEMENTS**

Chairman Fields asked for announcements from members of the Commission.

Commissioner Boyd reported that the National Science Foundation has awarded a \$300,000 grant to Public Education Foundation and University of Southern California School of Cinematic Arts to support the first-in-the nation cross-country collaboration using the Gigabit network. With USC, students at STEM School Chattanooga are designing experiments to study the effects of human activity on microbial ecosystems both here at home in Chattanooga, as well as a continent away in the Pacific Ocean.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

Commissioner Graham wished everyone a happy be-lated Mother's Day. He expressed pride that he was able to spend time with his Mother on this special day.

Commissioner Mackey, Chairman of Security and Corrections announced that the next committee meeting will be Thursday, May 20<sup>th</sup> in the commission room at 8:30 am. It has been called at the request of Chief Magistrate Randy Russell. The meeting has been properly advertised.

Commissioner Haynes reminded everyone that school graduations and promotions will be taking place this week and next week.

Chairman Fields congratulated Louie Brogdon, reporter for the Times Free Press who covers Hamilton County government, on his recent marriage.

**DELEGATIONS**

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

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 13, 2015**

Being no further business, Chairman Fields declared the meeting adjourned. The next regular meeting will be held on Wednesday, May 20<sup>th</sup> at 9:30 AM.

Respectfully submitted:

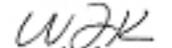


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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

**STATE OF TENNESSEE**            )           Regular Meeting  
**COUNTY OF HAMILTON**        )           May 20, 2015

**BE IT REMEMBERED**, that on this 20<sup>th</sup> day of May, 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 Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Commissioner Boyd was absent and Commissioner Fairbanks arrived during discussion of Resolutions No. 515-32 and 515-39-43. Total present – 8. Total absent – 1.

Chairman Fields reported that Commissioner Boyd would not be attending today's meeting and Commissioner Fairbanks was running approximately thirty minutes late.

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  
MAY 20, 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 Graham introduced Senior Minister Gary Armes, Hickory Valley Christian Church, who gave the invocation. Commissioner Graham 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 April 29, 2015, the Agenda Preparation Session of April 29, 2015, and the Regular Meeting of May 6, 2015, be approved, treat same as read, made a matter of record and filed.

Chairman Fields asked if there was any discussion. There was none.

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 Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

Fairbanks were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

**ORDER OF DESIGNATION**

An order was submitted for the record designating Todd Leamon to sit as the County Mayor’s representative on the Planning Commission for the meeting May 11, 2015.

**JUVENILE COURT CLERK REPORTS**

The Juvenile Court Clerk reports for January and February 2015 were submitted and made a matter of record.

**RESOLUTION NO. 515-29 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND THE OATHS OF JUDICIAL COMMISSIONERS.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 515-29. 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”,

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner Fairbanks were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Fields asked that Resolution Nos. 515-30, 515-31, 515-35, 515-36, and 515-38 be considered at this time. He noted that they were heard by a Committee of the Whole.

**RESOLUTION NO. 515-30 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA) BOARD OF DIRECTORS FOR A TERM ENDING OCTOBER 19, 2016.**

It was noted that this resolution appoints Patricia M. McKoy.

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 515-30.

Chairman Fields asked if there was any discussion. There was none.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

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 Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner Fairbanks were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 515-31 A RESOLUTION TO CONFIRM THE APPOINTMENT OF ONE MEMBER AND THE REAPPOINTMENT OF ONE MEMBER BY THE COUNTY MAYOR TO THE HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY BOARD OF COMMISSIONERS FOR TERM ENDING JUNE 2, 2020.**

This resolution appoints County Auditor Bill McGriff and reappoints Mike Moon.

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution No. 515-31.

Chairman Fields asked if there was any discussion. There was none.

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:

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

Commissioner Bankston, “Aye”, Commissioner Beck, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Fields, “Aye”. Commissioner Boyd and Commissioner Fairbanks were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

**RESOLUTION NO. 515-35 A RESOLUTION APPROVING THE EXPENDITURE OF COMMISSIONER DISCRETIONARY BOND FUNDS IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) TO ASSIST WITH THE BUILDING/INSTALLATION OF A PLAYGROUND AT EAST BRAINERD ELEMENTARY SCHOOL.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolution No. 515-35.

Chairman Fields asked if there was any discussion. There was none.

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 Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Fields, “Aye”. Commissioner Boyd and Commissioner

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

Fairbanks were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

**RESOLUTION NO. 515-36 A RESOLUTION APPROVING THE EXPENDITURE OF COMMISSIONER DISCRETIONARY BOND FUNDS IN AN AMOUNT OF \$10,481.36 FOR THE PURCHASE OF INTERACTIVE TEACHING CENTERS FOR CHATTANOOGA SCHOOL FOR THE LIBERAL ARTS (CSLA).**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Smedley, to adopt Resolution No. 515-36.

Chairman Fields asked if there was any discussion. There was none.

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 Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Fields, “Aye”. Commissioner Boyd and Commissioner Fairbanks were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION  
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**RESOLUTION NO. 515-38 A RESOLUTION APPROVING THE EXPENDITURE OF UP TO THIRTY THOUSAND DOLLARS (\$30,000.00) IN DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FOUR) TO PURCHASE A DIGITAL SIGN FOR THE SOUTH CHATTANOOGA RECREATIONAL CENTER.**

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Beck, to adopt Resolution No. 515-38.

Chairman Fields asked if there was any discussion. There was none.

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 Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner Fairbanks were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Fields asked that Resolution Nos. 515-33 and 515-44 be considered together at this time.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

**RESOLUTION NO. 515-33 A RESOLUTION TO REZONE FROM A-1  
AGRICULTURAL DISTRICT TO O-1 OFFICE DISTRICT, PROPERTY LOCATED AT  
6107 OOLTEWAH-GEORGETOWN ROAD.**

**RESOLUTION NO. 515-44 A RESOLUTION AMENDING THE DISTANCE  
REQUIREMENT FOR THE SALE AND ON-PREMISES CONSUMPTION OF BEER TO  
FIVE HUNDRED (500) FEET OF A SCHOOL, CHURCH, DAY CARE, OR OTHER  
PUBLIC PLACE OF GATHERING.**

Commissioner Haynes, Chairman of the Zoning Committee provided details regarding Resolution Nos. 515-33 and 515-44. He stated that the Zoning Committee recommended approval for both items, but the recommendation was not unanimous on Resolution No. 415-44. Commissioner Haynes asked that Resolutions Nos. 515-33 and 515-44 be heard separately.

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Smedley, to adopt Resolution No. 515-33.

Chairman Fields asked if there was any discussion. There was none.

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:

**HAMILTON COUNTY COMMISSION  
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Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner Fairbanks were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Smedley, to adopt Resolution No. 515-44.

Chairman Fields asked if there was any discussion. There was none.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Nay", Commissioner Beck, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd and Commissioner Fairbanks were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 6. Total "Nay" votes – 1.

Chairman Fields asked that Resolution Nos. 515-32, 515-34, and 515-39 through 515-43 be considered together at this time.

**HAMILTON COUNTY COMMISSION  
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Clerk Knowles asked that it be made a matter of record that Resolution No. 515-37 was not used.

**RESOLUTION NO. 515-37 WAS NOT USED.**

**RESOLUTION NO. 515-32 A RESOLUTION ACCEPTING THE QUOTATION OF DATAWORKS PLUS, LLC FOR LIVESCAN PLUS SYSTEM EQUIPMENT UPGRADES AMOUNTING TO \$50, 650.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 515-34 A RESOLUTION ACCEPTING THE BIDS OF CARITHERS-WALLACE-COURTENAY, LLC, MY OFFICE PRODUCTS, NOI, SCHOOL SPECIALTY, INC., INTERIOR ELEMENTS, LLC, TENNEDD PRODUCTS COMPANY, AND ERNIE MORRIS ENTERPRISES FOR CONTRACT UNIT PRICING, BEGINNING MAY 20, 2015, THROUGH DECEMBER 31, 2015, FOR SCHOOL FURNISHINGS FOR EAST BRAINERD ELEMENTARY SCHOOL AND ANY ADDITIONAL SCHOOLS NEEDING FURNITURE FOR THE HAMILTON COUNTY DEPARTMENT OF EDUCATION AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

**RESOLUTION NO. 515-39 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AN AGREEMENT WITH TRUE NORTH GEOGRAPHIC TECHNOLOGIES, LLC TO PROVIDE ARCGIS-BASED MAPPING TOOLS THAT INTERFACE WITH THE ARC/TMIS DATABASES MAINTAINED BY HAMILTON COUNTY ON BEHALF OF THE TENNESSEE BUREAU OF INVESTIGATION AT A COST NOT TO EXCEED \$24, 720.00.**

**RESOLUTION NO. 515-40 A RESOLUTION ACCEPTING THE BID OF CAPITOL WHOLESALE FENCE COMPANY, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MAY 20, 2015 THROUGH MAY 19, 2016, FOR FENCING MATERIALS FOR THE RECREATIONAL DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 515-41 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 CONTINUATION GRANT-IN-AID CONTRACT FOR \$371,300.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO SUPPORT THE DELIVERY OF PUBLIC HEALTH SERVICES FOR FISCAL YEAR JULY 1, 2015 – JUNE 30, 2016.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

**RESOLUTION NO. 515-42 A RESOLUTION ACCEPTING THE BIDS OF SHIELDS ELECTRONIC SUPPLY, INC. AND BEACON TECHNOLOGIES FOR CONTRACT UNIT PRICING FOR AVIGILON CAMERA EQUIPMENT FOR THE PERIOD OF JUNE 5, 2015, THROUGH JUNE 4, 2016, FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 515-43 A RESOLUTION ACCEPTING THE BID OF COMMUNICATIONS RESOURCES, INC. FOR CONTRACT UNIT PRICING, BEGINNING MAY 21, 2015, THROUGH MAY 20, 2016, FOR SHORE TEL TELEPHONE EQUIPMENT FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham asked that Resolution No. 515-34 be heard separately.

Commissioner Graham provided details regarding Resolution Nos. 515-32 and 515-39 through 515-43 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution Nos. 515-32 and 515-39 through 515-43.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

In response to a question from Commissioner Beck as to the connection between Resolution No. 515-42 and Resolution No. 215-27A previously adopted, Commissioner Graham clarified that Resolution No. 515-42 was unrelated to Resolution No. 215-27A that was passed in February 2015. Resolution No. 215-27A authorized the expenditure of funds for security camera upgrades in schools. Resolution No. 515-42 authorizes one year contract unit pricing for security cameras that may be needed in various county buildings, not specific to schools.

County Auditor Bill McGriff responded to questions regarding the differences as well.

Commissioner Beck stated that a list of schools receiving camera upgrades was to have been given to Commissioners when Resolution No. 215-27A was passed, and the list has not been received.

In response to Commissioner Beck's comments, Commissioner Mackey asked that Resolution No. 515-42 be postponed until the list was provided.

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Beck, to postpone Resolution No. 515-42.

**HAMILTON COUNTY COMMISSION  
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In response to questions, Purchasing Director, Gail Roppo, clarified the contract used for Resolution No. 215-27A is being purchased off contracts that the school board already has in place. She stated that Resolution No. 515-42 was the price going forward for new schools or county buildings that need cameras. It was noted that the two Resolutions authorize the purchase of separate items on separate contracts.

Commissioner Beck withdrew his second to postpone Resolution No. 515-42. The Motion to postpone failed due to a lack of a second.

Commissioner Mackey also expressed concern over not receiving the list of schools receiving camera upgrades. He stated that he would not be supporting Resolution No. 515-42.

Commissioner Graham asked that Resolution No. 515-42 be heard as a separate item.

Gary Waters, Assistant Superintendent of Auxiliary Services for the Department of Education, responded to questions and agreed to make a phone call to get the requested information on school security cameras. He returned to the meeting shortly thereafter and indicated the information would be e-mailed to the Commission office. Upon receipt of the list it was promptly distributed to the Commission and the Clerk.

**HAMILTON COUNTY COMMISSION  
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At this time, Chairman Fields ruled that without objection Resolution No. 515-42 would be pulled from the finance group of resolutions and voted on separately. He asked for a roll call vote on the remaining items.

The foregoing Resolution Nos. 515-32, 515-39 through 41, and 515-43 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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Commissioner Boyd was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Fields indicated the same Motion and second for the previous resolutions would stand for Resolution No. 515-42. He asked for a roll call vote on that item.

The foregoing Resolution No. 515-42 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 Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields,

**HAMILTON COUNTY COMMISSION  
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MAY 20, 2015**

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

Chairman Fields asked for Resolution No. 515-34 to be heard at this time.

Commissioner Graham and Mr. Waters provided details regarding Resolution No. 515-34. Commissioner Graham stated that he chose for this item to be heard separately as there had not been a representative of the Department of Education present during committee discussions.

Chairman Fields asked if there was any discussion regarding this item from Commissioners or the public. There was none.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Smedley, to adopt Resolution No. 515-34. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”, Commissioner Beck, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Fields, “Aye”. Commissioner Boyd was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION  
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MAY 20, 2015**

Mr. Waters thanked members of the Commission for the opportunity to serve the Commission, the school system, and the citizens of Hamilton County. He also thanked and praised the administrative staff on behalf of the school system.

Chairman Fields thanked Mr. Waters on behalf of the Commission for his years of service to Hamilton County. Mr. Waters was given a round of applause.

**ANNOUNCEMENTS**

Chairman Fields asked for announcements from members of the Commission.

Commissioner Smedley announced that Monday, May 25<sup>th</sup> will be Commissioner Fairbank's birthday. Commissioner Fairbanks pointed out that Commissioner Smedley also had an upcoming birthday. Members of the Commission sang Happy Birthday to both.

Commissioner Fairbanks announced that the Sale Creek softball team and the Soddy Daisy baseball team were both in the state tournament. He wished them good luck in upcoming games.

Commissioner Bankston congratulated the Central High School softball team for advancing to the state tournament, and for breaking a record by hitting five home runs

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

in yesterday's game. He also recognized Ooltewah High School for advancing to the state tournament as well.

Commissioner Graham reminded members of the Commission and the audience about the Memorial Day ceremony Monday, May 25<sup>th</sup> at 11:00 am at the National Cemetery. He also thanked Commissioners for the discussion that took place at today's meeting. In closing, he emphasized the importance of knowing exactly how funds are being used before voting in the future.

Commissioner Mackey spoke about the importance of development in Hamilton County and allowing free enterprise to exist.

Commissioner Haynes recognized the Hixson Wildcat's tennis team for advancing to the state tournament.

Commissioner Beck spoke about the necessity of having better communication between the school system, the Mayor's office and the Commission.

Mayor Coppinger spoke about remembering those who have made the ultimate sacrifice and their families on Memorial Day. He also spoke about the READ 20 program. READ 20 is a program that promotes the importance of reading with children at least 20 minutes every day. Mayor Coppinger announced that to date, half a million

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

books have been distributed to schools throughout the County. He added that today, Gann's Middle Valley was awarded \$10,000 in donated funds for having a 90% participation rate. He encouraged other schools in Hamilton County to participate in the program.

Mayor Coppinger reported that he attended the bond closing with Finance Administrator Albert Kiser, other members of the financial team, and Attorney Taylor. He praised the financial team and legal counsel for their hard work. He added that by closing the bonds, the County was able to save taxpayer's a significant amount of money while not extending the life of the bonds.

Mayor Coppinger thanked Mr. Waters for his 40 years of building and maintaining Hamilton County school buildings. Mr. Waters, Assistant Superintendent of Auxiliary Services for the Department of Education will retire on June 30th. Mayor Coppinger noted that he will be greatly missed and wished him the best in his retirement.

Chairman Fields announced the Security and Corrections Committee, chaired by Commissioner Mackey, would be meeting next Wednesday, May 27<sup>th</sup> at 8:30 am in the adjacent conference room. He also stated that budget presentations would begin today at 12:30 in the Commission room.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
MAY 20, 2015**

**DELEGATIONS**

Chairman Fields asked for delegations on matters other than zoning.

Bill Reesor residing at 1404 Woodway Drive Ooltewah, TN 37363 addressed members of the Commission. He spoke at length in opposition to a property tax increase, and the necessity of improving the quality of education in public schools. He asked members of the Commission to look further into how money the Commission allocates to the school system is spent.

In response, Commissioner Graham explained that once the Commission appropriates funds to the school system, the Commission has no control over how it is spent. He advised Mr. Reesor to present his information to the school board.

Mr. Reesor responded by asking the Commission to vote against any property tax increase.

Mayor Coppinger praised the school system in Hamilton County. He encouraged respectful dialogue when debating budget issues.

**HAMILTON COUNTY COMMISSION  
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MAY 20, 2015**

Jim Snuggs residing at 9854 Leslie Sandidge Dr. Ooltewah, TN 37363 addressed the Commission regarding funding for schools. He encouraged using all resources available to improve the public school system.

Commissioner Beck reminded members of the Commission, the audience, and security that only members of the press holding a press pass can be in the upper balcony of the Commission room.

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, May 27, 2015 at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_ W.F.K.

Date

Clerk's Initials



**HAMILTON COUNTY**

***Office Of The County Clerk***

**ROOM 201 COURTHOUSE, CHATTANOOGA, TENNESSEE 37402**

WILLIAM F. (BILL) KNOWLES  
*County Clerk*

**MEMO**

**TO:** Members, Hamilton County Commission

**FROM:** Bill Knowles *Bill*

**DATE:** May 8, 2015

Attached is a copy of the monthly Trustee's excess fee report for the month of April, 2015.

WFK/dkr

cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Albert Kiser  
Patricia Moore, Legislative Administrator

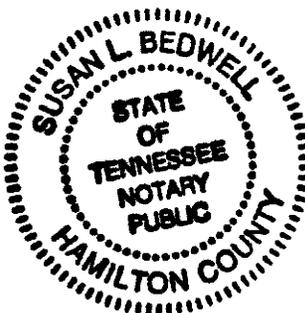
Hamilton County Trustee  
 Monthly Report of Fee and Commission Fund  
 FISCAL YEAR: 2015

Prepared:jw

	April 2015	YTD April 2015
<b>REVENUES</b>		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	60,000.00
44201 - STATUTORY FEES 1%	149,692.80	1,824,501.04
44202 - STATUTORY FEES 2%	94,934.54	5,549,237.32
44203 - STATUTORY FEES OTHER	1,463.08	12,731.42
44204 - DELINQUENT TAX FEES	43,792.20	300,884.74
46112 - INTEREST	1,618.53	6,222.23
46116 - INTEREST - NOW ACCOUNTS	-	-
<b>Total REVENUES:</b>	<b>291,501.15</b>	<b>7,753,576.75</b>
<b>EXPENDITURES</b>		
51001 - SALARIES	59,744.97	651,353.71
51001 - CONTRACT EMPLOYEE	-	1,568.00
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	274.89	2,829.89
53037 - SPECIAL LEGAL SERVICES	36.00	132.48
53042 - MEETINGS, SEMINARS, ETC.	-	285.00
53044 - POSTAGE, FREIGHT AND OTHER	28,932.09	28,932.09
53045 - LEGAL NOTICES AND ADVERTISING	-	100.86
53047 - MEMBERSHIPS	-	810.00
53049 - PARKING	402.72	3,926.52
53050 - MISC PURCHASED SERVICE	44.80	1,152.70
53051 - CONTRACT LEGAL SERVICES	98.28	1,405.34
53059 - SECURITY SERVICES	640.75	6,281.75
53065 - BANK ANALYSIS FEE	16,712.87	126,611.69
54001 - OFFICE SUPPLIES & FORMS	1,511.84	11,585.19
54002 - SMALL TOOLS & MINOR FURNITURE	-	4,823.20
54004 - KITCHEN FOOD & SUPPLIES	115.35	1,055.05
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	275.00
57007 - PERFORMANCE & SURETY BONDS	-	112.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	6,421,194.39	7,441,673.67
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	2,959.30
59022 - SOFTWARE AND SUPPLIES	253.40	990.60
59092 - MISC REFUNDS	-	1,526.65
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	2.28	4,413.63
<b>ADJUSTMENTS</b>	-	-
<b>Total EXPENDITURES:</b>	<b>6,529,964.63</b>	<b>8,294,804.32</b>
<b>Revenues over (under) Expenditures</b>	<b>(6,238,463.48)</b>	<b>(541,227.57)</b>
<b>Excess Fees at Beginning of Period</b>	<b>6,471,194.39</b>	<b>773,958.48</b>
<b>Excess Fees at End of Period</b>	<b>232,730.91</b>	<b>232,730.91</b>

*Bill Hullander*  
 Bill Hullander, Trustee  
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report  
 sworn to before me this day, 5/8/15  
*Susan L. Bedwell*  
 Notary Public  
 My Commission Expires 6/20/18



**RECEIVED**  
 Date 5-8-15  
 By *W.F. (Bill) Knowles*  
 W.F. (Bill) Knowles  
 County Clerk



**HAMILTON COUNTY**

***Office Of The County Clerk***

**ROOM 201 COURTHOUSE, CHATTANOOGA, TENNESSEE 37402**

WILLIAM F. (BILL) KNOWLES  
*County Clerk*

**MEMO**

**TO:** Members, Hamilton County Commission

**FROM:** Bill Knowles *Bill*

**DATE:** May 9, 2015

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of April 2015.

WFK/dkr

Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Albert Kiser  
Patricia Moore, Legislative Administrator

**Hamilton County  
Trustee Report**

For the Date Range: 04/01/2015 to 04/30/2015

**RECEIVED**  
Date 5-8-15  
By W.F. Knowles  
W.F. (Bill) Knowles  
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash in Bank</b>					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	0.00	0.00	0.00	0.00
11010	TRUSTEE CONCENTRATION	17,206,178.93	95,729,931.48	96,320,594.39	16,615,516.02
11020	CHILD CARE	237,224.27	264,589.83	237,224.27	264,589.83
11030	FOOD SERVICE DEPOSITORY	3,414,206.32	718,893.29	1,593,656.08	2,539,443.53
11040	SHERIFF COMMISSARY	9,898.47	5,449.09	5,463.02	9,884.54
11060	1ST TN GENERAL	0.00	0.00	0.00	0.00
	<b>Total Cash in Bank</b>	<u>20,869,959.97</u>	<u>96,718,863.69</u>	<u>98,156,937.76</u>	<u>19,431,885.90</u>
<b>Bank Deposits in Transit</b>					
11015	CASH RECEIPTS SWEEP	7,085.88	54,360,050.19	54,365,441.69	1,694.38
11050	BOE CASH RECEIPT SWEEP	(26,165.90)	36,595,155.79	36,568,989.89	0.00
	<b>Total Bank Deposits in Transit</b>	<u>(19,080.02)</u>	<u>90,955,205.98</u>	<u>90,934,431.58</u>	<u>1,694.38</u>
<b>Bank Outstanding Checks</b>					
22201	A/P CHECK PAYABLE	(2,349,634.48)	10,924,588.18	10,249,203.61	(1,674,249.91)
22202	FOOD SERVICE CHECK PAYABLE	(8,889.12)	980,880.80	1,180,221.02	(208,229.34)
22203	SHERIFF COMMISSARY CHECK PAYAB	(9,842.64)	6,021.47	0.00	(3,821.17)
22206	DOE A/P CHECK PAYABLE	(1,569,463.70)	9,739,656.18	9,946,024.31	(1,775,831.83)
22280	COUNTY PAYROLL CHECKS PAYABLE	(30,085.14)	6,110,480.56	6,082,433.74	(2,038.32)
22281	DOE PAYROLL CHECK PAYABLE	(13,531.54)	10,712,847.07	10,713,052.51	(13,736.98)
22285	DOE PAYROLL TAX PAYABLE	5,886.84	3,888,579.83	3,887,476.47	6,990.20
22286	DOE RETIREMENT PLANS	0.00	2,099,176.93	2,099,176.93	0.00
	<b>Total Bank Outstanding Checks</b>	<u>(3,975,559.78)</u>	<u>44,462,231.02</u>	<u>44,157,588.59</u>	<u>(3,670,917.35)</u>
	<b>TOTAL CASH</b>	<u>16,875,320.17</u>	<u>232,136,300.69</u>	<u>233,248,957.93</u>	<u>15,762,662.93</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	885.07	2,415.53	2,415.53	885.07
	<b>Total Other Assets</b>	<u>885.07</u>	<u>2,415.53</u>	<u>2,415.53</u>	<u>885.07</u>

## Hamilton County Trustee Report

For the Date Range: 04/01/2015 to 04/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>TOTAL ASSETS</b>		16,876,205.24	232,138,716.22	233,251,373.46	15,763,548.00
<b>Other Assets</b>					
11102	CLERK & MASTER	0.00	0.00	0.00	0.00
<b>Total Other Assets</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>		<b>16,876,205.24</b>	<b>232,138,716.22</b>	<b>233,251,373.46</b>	<b>15,763,548.00</b>
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(2,650,171.78)	24,279,259.32	32,529,804.97	(10,900,717.43)
22251	FOOD SERVICE	(3,401,901.49)	1,468,603.76	394,500.75	(2,327,798.48)
22255	BOE PAYROLL	(196,647.79)	17,663,981.22	17,714,486.62	(247,153.19)
22256	BOE SELF INSURANCE	(1,318,163.61)	3,557,650.57	1,544,429.89	695,057.07
22257	CAPITAL MAINTENANCE	(506,183.97)	195,646.67	87.87	(310,625.17)
22401	EXCESS FEES	(243,434.26)	336,592.14	293,338.79	(200,180.91)
22407	PAYROLL COUNTY	(799,486.70)	6,945,709.39	6,949,732.47	(803,509.78)
22408	STORMWATER	(1,167,478.66)	52,642.78	7,907.64	(1,122,743.52)
22409	DRUG COURT	2,990.14	19,905.34	49,946.47	(27,050.99)
22410	COUNTY GENERAL	(1,630,175.30)	24,601,404.93	26,265,805.03	(3,294,575.40)
22412	GENERAL DEBT SERVICE	(565.25)	55,247.31	55,185.79	(503.73)
22413	OPEB TRUST	12,456.37	2.60	0.00	12,458.97
22414	EMPLOYEES RETIREMENT	(118,202.40)	10,931.38	10,000.00	(117,271.02)
22415	TEACHERS RETIREMENT	(3,712.55)	600.00	299.00	(3,411.55)
22416	LAW LIBRARY	(489.47)	2,956.16	3,070.37	(603.68)
22418	ECONOMIC CRIMES	(500.10)	3,859.06	3,859.07	(500.11)
22419	GEN GOV'T BOND PROJECTS	849,029.31	476,149.96	11,100.96	1,314,078.31
22420	CAPITAL PROJECTS	(9,846.11)	30,329.39	29,831.42	(9,348.14)
22421	INDUSTRIAL DEVELOPMENT	(2,546.79)	4,510,639.58	4,544,510.24	(36,417.45)
22422	RIVERWALK/FISHING PIER	(5,000.46)	1,086,900.13	709,103.65	372,796.02
22423	RECREATION CAPITAL PROJECTS	195,036.95	203,462.61	398,495.44	4.12
22426	SELF INSURANCE	(2,472.55)	4,564,907.01	4,564,930.12	(2,495.66)
22428	LIABILITY INSURANCE	(2,500.33)	350,582.29	350,571.18	(2,489.22)
22430	HOTEL/MOTEL	(401,905.31)	1,674,679.51	1,865,080.21	(592,306.01)

## Hamilton County Trustee Report

For the Date Range: 04/01/2015 to 04/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22434	JUVENILE COURT CLERK AGENCY	(4,073.20)	351,078.83	375,141.24	(28,135.61)
22435	FACILITY BONDS-SERIES 2010A	(2,811.57)	0.00	0.59	(2,812.16)
22436	BOND FUND-SERIES 2010B	(873,768.57)	0.00	182.04	(873,950.61)
22437	ECONOMIC BONDS-SERIES 2010C	0.00	0.00	0.00	0.00
22447	11 BOND	(0.03)	0.00	0.00	(0.03)
22449	SCHOOL CAPITAL PROJECTS FUND	(1,046,570.04)	1,373,153.66	2,361,620.77	(2,035,037.15)
22461	CRIMINAL COURT	(501,802.36)	186,084.79	237,896.97	(553,614.54)
22462	CRIMINAL COURT SESSIONS	(176,119.88)	422,132.69	299,003.53	(52,990.72)
22463	DELINQUENT COLLECTIONS	(237,997.79)	18,439.07	105,093.16	(324,651.88)
22470	2013A BOND	(538.08)	0.00	394.13	(932.21)
22471	2013B BOND REFUNDING	(0.72)	0.00	0.00	(0.72)
22472	LINE OF CREDIT	(44,426.63)	2,361,306.86	2,320,006.10	(3,125.87)
22483	SHERIFF	(4,507.27)	4,666,258.78	4,665,865.70	(4,114.19)
22484	DRUG ENFORCEMENT-SHERIFF	(475.73)	12,029.09	14,051.57	(2,498.21)
22485	TN STATE SEX OFFENDER	(69,166.30)	965.25	1,539.42	(69,740.47)
22489	SHERIFF'S SPECIAL PROJECTS	(17,476.58)	0.00	3.64	(17,480.22)
22498	SYMPRO INVESTMENT POOL	(849,394.98)	45,059,195.71	36,629,147.50	7,580,653.23
<b>Total Cash Held for Hamilton County Funds</b>		<u>(15,231,001.84)</u>	<u>146,543,287.84</u>	<u>145,306,024.31</u>	<u>(13,993,738.31)</u>
<b>Cash Held for Others</b>					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(753.08)	0.00	126.22	(879.30)
23301	PROPERTY TAX SALE	(728,990.47)	25,975.47	187,550.00	(890,565.00)
23302	PARTIAL TAXES-PENDING PAYMENT	(19,621.25)	0.00	14,569.89	(34,191.14)
<b>Total Cash Held for Others</b>		<u>(766,900.83)</u>	<u>25,975.47</u>	<u>202,246.11</u>	<u>(943,171.47)</u>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	1,257.67	4,461,768.40	4,462,580.76	445.31
22800	INTEREST PAYMENT FUTURE	(0.00)	9,801.37	9,801.37	(0.00)
<b>Total Clearing Account Activity</b>		<u>1,257.67</u>	<u>4,471,569.77</u>	<u>4,472,382.13</u>	<u>445.31</u>
<b>Liabilities not Applicable</b>					

**Hamilton County  
Trustee Report**

For the Date Range: 04/01/2015 to 04/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22200	VENDOR-SYSTEM	(1,663.04)	175,660.56	173,997.52	0.00
22205	OTHER	(0.00)	0.00	0.00	(0.00)
22400	TEMPORARY CASH TRANSFER	0.00	20,000,000.00	20,000,000.00	0.00
22503	MISC HELD FOR OTHERS	0.00	10,117,716.51	10,117,716.51	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
<b>Total Liabilities not Applicable</b>		<u>(35,560.70)</u>	<u>30,293,377.07</u>	<u>30,291,714.03</u>	<u>(33,897.66)</u>
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	1,907,841.00	1,907,841.00	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	63,966.57	63,966.57	0.00
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<u>(0.00)</u>	<u>1,971,807.57</u>	<u>1,971,807.57</u>	<u>(0.00)</u>
<b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	(0.00)	1,259,891.50	1,259,891.50	(0.00)
22702	OSAP TAX	(0.00)	7,485.61	7,485.61	(0.00)
22703	IN LIEU OF TAX	0.00	189,160.84	189,160.84	0.00
22704	PERSONALTY TAX	0.00	169,291.82	169,291.82	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(0.00)	36,143.29	36,143.29	(0.00)
22712	OSAP TAX I&P	0.00	211.37	211.37	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	11,923.09	11,923.09	0.00
22721	PROPERTY TAX REFUNDS	0.00	11,350.33	11,350.33	0.00
22723	IN LIEU OF TAX REFUND	0.00	32,389.74	32,389.74	0.00
22724	PERSONALTY TAX REFUND	0.00	12,886.30	12,886.30	0.00
22731	PROPERTY TAX I&P REUND	0.00	111.34	111.34	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	(0.00)	32,347.40	32,347.40	(0.00)
<b>Total</b>		<u>(0.00)</u>	<u>1,763,192.63</u>	<u>1,763,192.63</u>	<u>(0.00)</u>

**Hamilton County  
Trustee Report**

For the Date Range: 04/01/2015 to 04/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		(0.00)	1,763,192.63	1,763,192.63	0.00
<b>Total Clearing Account Activity - County Funds</b>		(0.00)	3,735,000.20	3,735,000.20	(0.00)
<b>Cash Held for Municipalities</b>					
<b>Key: 0001010 CITY OF EAST RIDGE</b>					
22701	PROPERTY TAX	(129,595.79)	129,595.79	52,504.76	(52,504.76)
22702	OSAP TAX	(1,628.46)	1,628.46	24.43	(24.43)
22704	PERSONALTY TAX	(31,011.36)	31,011.36	12,304.25	(12,304.25)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(2,703.13)	2,703.13	1,423.07	(1,423.07)
22712	OSAP TAX I&P	(24.42)	24.42	0.37	(0.37)
22714	PERSONALTY TAX I&P	(460.34)	460.34	347.00	(347.00)
22721	PROPERTY TAX REFUNDS	6,635.22	655.48	6,635.22	655.48
22724	PERSONALTY TAX REFUND	10.87	0.00	10.87	0.00
22731	PROPERTY TAX I&P REUND	9.60	5.96	9.60	5.96
22751	HOTEL MOTEL OCCUPANCY TAX	(22,110.29)	22,110.29	32,807.15	(32,807.15)
22755	SANITATION	(34,513.86)	34,513.86	22,555.00	(22,555.00)
22756	SANITATION I & P	(1,186.63)	1,186.63	611.05	(611.05)
22799	COMM DUE ON TAX COLLECTED	3,396.67	1,646.92	3,396.46	1,647.13
<b>Total Cash Held for Municipalities</b>		<u>(213,181.92)</u>	<u>225,542.64</u>	<u>132,629.23</u>	<u>(120,268.51)</u>
<b>Total for Org Key: 0001010 CITY OF EAST RIDGE</b>		<u>(213,181.92)</u>	<u>225,542.64</u>	<u>132,629.23</u>	<u>(120,268.51)</u>
<b>Key: 0001020 RED BANK MUNICIPAL</b>					
22701	PROPERTY TAX	(69,749.26)	69,749.26	28,341.15	(28,341.15)
22702	OSAP TAX	(804.32)	804.32	12.07	(12.07)
22704	PERSONALTY TAX	(3,651.22)	3,651.22	3,095.00	(3,095.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,101.49)	1,101.49	775.60	(775.60)
22712	OSAP TAX I&P	(12.07)	12.07	0.18	(0.18)
22714	PERSONALTY TAX I&P	(75.28)	75.28	92.50	(92.50)

## Hamilton County Trustee Report

For the Date Range: 04/01/2015 to 04/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22721	PROPERTY TAX REFUNDS	2,161.66	462.12	2,161.66	462.12
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	3.69	0.00	3.69
22741	STORMWATER FEES	(6,592.99)	6,592.99	2,736.00	(2,736.00)
22742	STORMWATER FEES I&P	(118.45)	118.45	78.84	(78.84)
22755	SANITATION	(30,086.58)	30,086.58	11,985.33	(11,985.33)
22756	SANITATION I & P	(803.65)	803.65	326.95	(326.95)
22799	COMM DUE ON TAX COLLECTED	1,531.76	665.18	1,531.77	665.17
<b>Total</b>		<u>(109,301.89)</u>	<u>114,126.30</u>	<u>51,137.05</u>	<u>(46,312.64)</u>
<b>Total for Org Key: 0001020 RED BANK MUNICIPAL</b>		<u>(109,301.89)</u>	<u>114,126.30</u>	<u>51,137.05</u>	<u>(46,312.64)</u>
 <b>Key: 0001030 SODDY DAISY MUNICIPAL</b>					
22701	PROPERTY TAX	(74,336.62)	74,336.62	46,726.04	(46,726.04)
22702	OSAP TAX	(900.02)	900.02	13.50	(13.50)
22704	PERSONALTY TAX	(4,241.87)	4,241.87	3,438.96	(3,438.96)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(2,291.51)	2,291.51	1,430.58	(1,430.58)
22712	OSAP TAX I&P	(13.50)	13.50	0.20	(0.20)
22714	PERSONALTY TAX I&P	(75.32)	75.32	84.54	(84.54)
22721	PROPERTY TAX REFUNDS	3,625.37	0.00	3,625.37	0.00
22724	PERSONALTY TAX REFUND	5.88	0.00	5.88	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	1,564.57	1,033.88	1,564.55	1,033.90
<b>Total</b>		<u>(76,663.02)</u>	<u>82,892.72</u>	<u>56,889.62</u>	<u>(50,659.92)</u>
<b>Total for Org Key: 0001030 SODDY DAISY MUNICIPAL</b>		<u>(76,663.02)</u>	<u>82,892.72</u>	<u>56,889.62</u>	<u>(50,659.92)</u>
 <b>Key: 0001040 COLLEGEDALE MUNICIPAL</b>					
22701	PROPERTY TAX	(63,172.12)	63,172.12	20,025.77	(20,025.77)
22702	OSAP TAX	(410.95)	410.95	4.20	(4.20)

## Hamilton County Trustee Report

For the Date Range: 04/01/2015 to 04/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(2,209.59)	2,209.59	924.09	(924.09)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,517.53)	1,517.53	573.78	(573.78)
22712	OSAP TAX I&P	(6.17)	6.17	0.06	(0.06)
22714	PERSONALTY TAX I&P	(20.46)	20.46	12.08	(12.08)
22721	PROPERTY TAX REFUNDS	5,762.73	0.00	5,762.73	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(48.50)	48.50	97.67	(97.67)
22799	COMM DUE ON TAX COLLECTED	1,231.97	431.78	1,231.97	431.78
<b>Total</b>		<u>(60,390.62)</u>	<u>67,817.10</u>	<u>28,632.35</u>	<u>(21,205.87)</u>
<b>Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL</b>		<u>(60,390.62)</u>	<u>67,817.10</u>	<u>28,632.35</u>	<u>(21,205.87)</u>
<b>Key: 0001050 RIDGESIDE MUNICIPAL</b>					
22701	PROPERTY TAX	(2,880.25)	2,880.25	132.66	(132.66)
22702	OSAP TAX	(41.29)	41.29	0.62	(0.62)
22704	PERSONALTY TAX	(112.48)	112.48	232.04	(232.04)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(42.18)	42.18	3.98	(3.98)
22712	OSAP TAX I&P	(0.62)	0.62	0.01	(0.01)
22714	PERSONALTY TAX I&P	(1.68)	1.68	6.95	(6.95)
22799	COMM DUE ON TAX COLLECTED	61.58	7.53	61.57	7.54
<b>Total</b>		<u>(3,016.92)</u>	<u>3,086.03</u>	<u>437.83</u>	<u>(368.72)</u>
<b>Total for Org Key: 0001050 RIDGESIDE MUNICIPAL</b>		<u>(3,016.92)</u>	<u>3,086.03</u>	<u>437.83</u>	<u>(368.72)</u>
<b>Key: 0001060 LAKESITE</b>					
22701	PROPERTY TAX	(1,864.84)	1,864.84	338.67	(338.67)
22702	OSAP TAX	(27.76)	27.76	0.42	(0.42)

# Hamilton County

## Trustee Report

For the Date Range: 04/01/2015 to 04/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22704	PERSONALTY TAX	(73.33)	73.33	26.20	(26.20)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(26.20)	26.20	9.70	(9.70)
22712	OSAP TAX I&P	(0.41)	0.41	0.01	(0.01)
22714	PERSONALTY TAX I&P	(3.92)	3.92	0.51	(0.51)
22721	PROPERTY TAX REFUNDS	113.92	0.00	113.92	0.00
22799	COMM DUE ON TAX COLLECTED	37.65	7.51	37.65	7.51
<b>Total</b>		<u>(1,844.89)</u>	<u>2,003.97</u>	<u>527.08</u>	<u>(368.00)</u>
<b>Total for Org Key: 0001060 LAKESITE</b>		<u>(1,844.89)</u>	<u>2,003.97</u>	<u>527.08</u>	<u>(368.00)</u>
 <b>Key: 0001070 WALDEN MUNICIPAL</b>					
22701	PROPERTY TAX	(9,548.28)	9,548.28	4,997.60	(4,997.60)
22702	OSAP TAX	(54.14)	54.14	0.81	(0.81)
22704	PERSONALTY TAX	(2,044.46)	2,044.46	164.27	(164.27)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(551.46)	551.46	149.87	(149.87)
22712	OSAP TAX I&P	(0.81)	0.81	0.01	(0.01)
22714	PERSONALTY TAX I&P	(6.20)	6.20	4.84	(4.84)
22721	PROPERTY TAX REFUNDS	129.99	0.00	129.99	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	241.51	106.35	241.51	106.35
<b>Total</b>		<u>(11,833.85)</u>	<u>12,311.70</u>	<u>5,688.90</u>	<u>(5,211.05)</u>
<b>Total for Org Key: 0001070 WALDEN MUNICIPAL</b>		<u>(11,833.85)</u>	<u>12,311.70</u>	<u>5,688.90</u>	<u>(5,211.05)</u>
 <b>Key: 0001080 CITY OF CHATTANOOGA</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(367,766.43)	368,737.62	549,762.35	(548,791.16)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
<b>Total Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(367,766.43)</u>	<u>368,737.62</u>	<u>549,762.35</u>	<u>(548,791.16)</u>
<b>Total for Org Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(367,766.43)</u>	<u>368,737.62</u>	<u>549,762.35</u>	<u>(548,791.16)</u>

**Hamilton County  
Trustee Report**

For the Date Range: 04/01/2015 to 04/30/2015

<b>Object</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Debit Amount</b>	<b>Credit Amount</b>	<b>Ending Balance</b>
	<b>TOTAL CASH HELD FOR MUNICIPALITIES</b>	(843,999.54)	2,848,325.65	2,797,511.98	(793,185.87)
	<b>TOTAL LIABILITIES AND EQUITY</b>	(16,876,205.24)	185,945,728.43	184,833,071.19	(15,763,548.00)
	<b>Total for Report:</b>	0.00	418,084,444.64	418,084,444.65	(0.00)

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**1. Public Entity:**  
 Name: Hamilton County, Tennessee  
 Address: 117 East 7th Street, 5th Floor  
Chattanooga, Tennessee 37402  
 Debt Issue Name: \$60,000,000 General Obligation Bonds, Series 2015A  
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

**2. Face Amount:** \$ 60,000,000.00  
 Premium/Discount: \$ 10,716,640.00

**3. Interest Cost:** 2.5555 %  Tax-exempt  Taxable  
 TIC  NIC  
 Variable: Index \_\_\_\_\_ plus \_\_\_\_\_ basis points; or  
 Variable: Remarketing Agent \_\_\_\_\_  
 Other: \_\_\_\_\_

**4. Debt Obligation:**  
 TRAN  RAN  CON  
 BAN  CRAN  GAN  
 Bond  Loan Agreement  Capital Lease  
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

**5. Ratings:**  
 Unrated  
 Moody's Aaa Standard & Poor's AAA Fitch AAA

**6. Purpose:**

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>33.88</u> %	<u>General governmental projects</u>
<input checked="" type="checkbox"/> Education	<u>66.12</u> %	<u>School facilities</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

**7. Security:**  
 General Obligation  General Obligation + Revenue/Tax  
 Revenue  Tax Increment Financing (TIF)  
 Annual Appropriation (Capital Lease Only)  Other (Describe): \_\_\_\_\_

**8. Type of Sale:**  
 Competitive Public Sale  Interfund Loan \_\_\_\_\_  
 Negotiated Sale  Loan Program \_\_\_\_\_  
 Informal Bid

**9. Date:**  
 Dated Date: 04/21/2015 Issue/Closing Date: 05/07/2015

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2016	\$ 4,000,000.00	5.0000 %	2027	\$ 4,000,000.00	5.0000 %
2017	\$ 4,000,000.00	5.0000 %	2028	\$ 4,000,000.00	5.0000 %
2018	\$ 4,000,000.00	5.0000 %	2029	\$ 4,000,000.00	5.0000 %
2019	\$ 4,000,000.00	5.0000 %	2030	\$ 4,000,000.00	5.0000 %
2020	\$ 4,000,000.00	5.0000 %		\$	%
2021	\$ 4,000,000.00	5.0000 %		\$	%
2022	\$ 4,000,000.00	5.0000 %		\$	%
2023	\$ 4,000,000.00	5.0000 %		\$	%
2024	\$ 4,000,000.00	5.0000 %		\$	%
2025	\$ 4,000,000.00	5.0000 %		\$	%
2026	\$ 4,000,000.00	5.0000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 58,246	Public Financial Management
Legal Fees	\$ 0	
Bond Counsel	\$ 51,589	McKenna Long & Aldridge LLP
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 2,663	The Bank of New York Mellon Trust Company, N.A.
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 107,173	Moody's, S&P and Fitch
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount <u>0.37</u> %		
Take Down	\$ 221,820	Wells Fargo Bank, N.A.
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 223	Wold Printing
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 25,795	Miscellaneous
<b>TOTAL COSTS</b>	<b>\$ 467,509</b>	

**Hamilton County, TN**  
**Summary of Debt Obligations - Cumulative Repayment Schedule**  
**As of 7/1/2015**

Year 1 = FY 2016

THIS ISSUE (2015 A)			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal Redeemed	% Total	Year	Cumulative Principal Redeemed	% Total
1	\$ 4,000,000	6.67%	1	\$ 33,470,734	10.84%
5	20,000,000	33.33%	5	160,095,375	51.87%
10	40,000,000	66.67%	10	262,785,375	85.14%
15	60,000,000	100.00%	15	308,270,375	99.88%
20			20	308,640,375	100.00%
25			25		
30			30		

### REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar	750	The Bank of New York Mellon Trust Company, N.A.
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

**13. Disclosure Document / Official Statement:**

None Prepared

EMMA link

<http://emma.msrb.org/IssueView/IssueDetails.aspx?id=EA357636> or

Copy attached

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due 270 days after end of fiscal year

Name and title of person responsible for compliance Albert C. Kiser

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 12/01/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 05/27/2015 and presented at public meeting held on 06/03/2015

Copy to Director to OSLF: on 06/03/2015 either by:

Mail to:

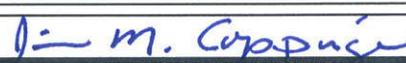
505 Deaderick Street, Suite 1600  
James K. Polk State Office Building  
Nashville, TN 37243-1402

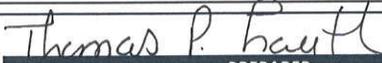
OR

Email to:

[StateAndLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateAndLocalFinance.PublicDebtForm@cot.tn.gov)

**18. Signatures:**

  
AUTHORIZED REPRESENTATIVE

  
PREPARER

Name	<u>Jim M. Coppinger</u>	<u>Thomas P. Lauth</u>
Title	<u>County Mayor</u>	<u>Partner</u>
Firm	<u></u>	<u>McKenna Long &amp; Aldridge LLP</u>
Email	<u>jcoppinger@hamiltontn.gov</u>	<u>tlauth@mckennalong.com</u>
Date	<u>06/03/2015</u>	<u>06/03/2015</u>

## REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

<b>1. Public Entity:</b>	
Name:	<u>Hamilton County, Tennessee</u>
Address:	<u>117 East 7th Street, 5th Floor</u> <u>Chattanooga, Tennessee 37402</u>
Debt Issue Name:	<u>\$30,135,000 General Obligation Refunding Bonds, Series 2015B</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

<b>2. Face Amount:</b>	<u>\$ 30,135,000.00</u>
Premium/Discount:	<u>\$ 5,725,717.85</u>

<b>3. Interest Cost:</b>	<u>1.8475 %</u>	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable
<input checked="" type="checkbox"/> TIC	<input type="checkbox"/> NIC		
<input type="checkbox"/> Variable:	Index _____ plus _____ basis points; or		
<input type="checkbox"/> Variable: Remarketing Agent	_____		
<input type="checkbox"/> Other:	_____		

<b>4. Debt Obligation:</b>			
<input type="checkbox"/> TRAN	<input type="checkbox"/> RAN	<input type="checkbox"/> CON	
<input type="checkbox"/> BAN	<input type="checkbox"/> CRAN	<input type="checkbox"/> GAN	
<input checked="" type="checkbox"/> Bond	<input type="checkbox"/> Loan Agreement	<input type="checkbox"/> Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").			

<b>5. Ratings:</b>		
<input type="checkbox"/> Unrated		
Moody's <u>Aaa</u>	Standard & Poor's <u>AAA</u>	Fitch <u>AAA</u>

<b>6. Purpose:</b>		<b>BRIEF DESCRIPTION</b>
<input type="checkbox"/> General Government	_____ %	_____
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input checked="" type="checkbox"/> Refunding/Renewal	<u>100.00 %</u>	_____

<b>7. Security:</b>	
<input checked="" type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input type="checkbox"/> Other (Describe): _____

<b>8. Type of Sale:</b>	
<input type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan _____
<input checked="" type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program _____
<input type="checkbox"/> Informal Bid	

<b>9. Date:</b>	
Dated Date: <u>04/21/2015</u>	Issue/Closing Date: <u>05/07/2015</u>

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2019	\$ 1,950,000.00	2.0000 %		\$	%
2020	\$ 1,905,000.00	5.0000 %		\$	%
2021	\$ 1,925,000.00	5.0000 %		\$	%
2022	\$ 6,235,000.00	5.0000 %		\$	%
2023	\$ 6,470,000.00	5.0000 %		\$	%
2024	\$ 6,715,000.00	4.0000 %		\$	%
2025	\$ 4,935,000.00	4.0000 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 29,254	Public Financial Management
Legal Fees	\$ 0	
Bond Counsel	\$ 25,911	McKenna Long & Aldridge LLP
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 1,337	The Bank of New York Mellon Trust Company, N.A.
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 53,827	Moody's, S&P and Fitch
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount <u>0.43</u> %		
Take Down	\$ 129,581	Wells Fargo Bank, N.A.
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 112	Wold Printing
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 12,955	Miscellaneous
<b>TOTAL COSTS</b>	<b>\$ 252,977</b>	

**Hamilton County, TN**  
**Summary of Debt Obligations - Cumulative Repayment Schedule**  
**As of 7/1/2015**

Year 1 = FY 2016

THIS ISSUE (2015 B)			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal Redeemed	% Total	Year	Cumulative Principal Redeemed	% Total
1	\$ -	0.00%	1	\$ 33,470,734	10.84%
5	3,855,000	12.79%	5	160,095,375	51.87%
10	30,135,000	100.00%	10	262,785,375	85.14%
15			15	308,270,375	99.88%
20			20	308,640,375	100.00%
25			25		
30			30		

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT (Basis points/S)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar	750	The Bank of New York Mellon Trust Company, N.A.
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

**13. Disclosure Document / Official Statement:**

None Prepared

EMMA link <http://emma.msrb.org/IssueView/IssueDetails.aspx?id=EA357636> or

Copy attached

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due 270 days after end of fiscal year

Name and title of person responsible for compliance Albert C. Kiser

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 12/01/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 05/27/2015 and presented at public meeting held on 06/03/2015

Copy to Director to OSLF: on 06/03/2015 either by:

Mail to: 505 Deaderick Street, Suite 1600  
James K. Polk State Office Building  
Nashville, TN 37243-1402

OR  Email to: [StateAndLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateAndLocalFinance.PublicDebtForm@cot.tn.gov)

**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Jim M. Coppinger</u>	<u>Thomas P. Lauth</u>
Title	<u>County Mayor</u>	<u>Partner</u>
Firm		<u>McKenna Long &amp; Aldridge LLP</u>
Email	<u>jcoppinger@hamiltontn.gov</u>	<u>tlauth@mckennalong.com</u>
Date	<u>06/03/2015</u>	<u>06/03/2015</u>



## Hamilton County Board of Commissioners RESOLUTION

No. 615-1

**A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, AND THE BOND AND OATH OF NOTARIES PREVIOUSLY ELECTED.**

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

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

**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 persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That 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

June 3, 2015

\_\_\_\_\_

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**JUNE 3, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Camille L. Anderson	6923 Cooley Road Ooltewah, TN 37363 423-475-9877	McKee Foods Corp. 10260 McKee Road Ooltewah, TN 37363 423-238-7111
Amanda Atkins	1238 West Fairfax Drive Chattanooga, TN 37415 423-994-8141	Eron Epstein 713 Cherry Street Chattanooga, TN 37415 423-267-1512
Dorothy J. August	57 S. Wooten Road Ringgold, GA 30736 423-321-4960	Realty Center of Chattanooga 505 Riverfront Parkway Chattanooga, TN 37402 423-756-9999
Jeffrey Bell	462 South Crest Road Chattanooga, TN 37404 423-622-1425	The UPS Store 3712 Ringgold Road Chattanooga, TN 37412 423-624-7511
Angela C. Blevins	3400 Jenkins Road Chattanooga, TN 37421 423-322-7376	Comtrust FCU 1620 Gunbarrel Road Chattanooga, TN 37421 423-894-5600
Michelle Boyd	13042 Blakeslee Drive Soddy Daisy, TN 37379 423-332-3626	Winesett-Hill Constructors, Inc. 5173 Austin Road Hixson, TN 37343 423-877-2477
Debra L. Brooks	6728 Hickory Manor Circle Chattanooga, TN 37421 423-344-4769	N/A N/A N/A N/A
Debbie S. Byrd	7809 Bacon Meadow Drive Georgetown, TN 37336 N/A	Chattanooga Federal CU 2100 Stein Drive Chattanooga, TN 37421 423-892-3738
Wendy B. Crumley	16410 Crestview Dr. Sale Creek, TN 37379 423-243-8984	Regions Bank 11314 Dayton Pike Soddy Daisy, TN 37379 423-243-1939
H. Thomas Crump, Jr.	1303 N. Concord Road Chattanooga, TN 37421 423-991-2231	Herbert Thornbury 100 W. M.L. King Blvd, Ste. 500 Chattanooga, TN 37402 423-756-2221

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 3, 2015

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Deborah Dennis	223 Pembroke Lane Chattanooga, TN 37421 972-467-4678	Cornerstone Community Bank 8966 Old Lee Hwy Ooltewah, TN 37363 423-385-3170
Carol K. Doucette	223 Frawley Road East Ridge, TN 37412 423-591-2660	Chattanooga Neurology Assoc. 721 Glenwood Dr, Ste. 467 Chattanooga, TN 37404 423-698-3423
Erica Ellis	93 Clearbrooks Drive Signal Mtn, TN 37377 423-827-7347	Best Law Office 707 Georgia Ave, Ste. 300 Chattanooga, TN 37402 423-424-0887
Jennifer Ellis	405 Patten Chapel Road Chattanooga, TN 37419 423-298-1706	Leitner, Williams, Dooley, et al 200 W. M.L. King Blvd, Ste. 500 Chattanooga, TN 37402 423-265-0214
M. Scott Ferguson	11 Stone Point Lane Signal Mtn, TN 37377 423-886-6331	BB&T- Huffaker Insurance 735 Broad St, Ste. 100 Chattanooga, TN 37402 423-756-0711
Terri Fillman	6223 Tallant Road McDonald, TN 37353 423-504-3797	Southern Advenist University 4881 Taylor Circle Collegedale, TN 37315 423-236-2716
Donna Gooden	5975 Winnipeg Ct. Ooltewah, TN 37363 N/A	Hefferlin & Kronenberg 525 W. Main St. Chattanooga, TN 37402 423-266-3656
Karen Grider	7200 Flagstone Dr. Ooltewah, TN 37363 N/A	Zotec Partners 5959 Shallowford Rd, Ste. 575 Chattanooga, TN 37421 423-894-6570
Kristy L. Guhne	11216 Fritts Road Soddy Daisy, TN 37379 423-802-1626	Alternative Visions Hair Academy 6227 Lee Highway, Ste. K Chattanooga, TN 37421 423-510-1886
Christina Hinson	4109 Cummings Highway Chattanooga, TN 37419 423-584-5235	A Veterans Bonding Co. 615 Walnut Street, Ste. 200 Chattanooga, TN 37402 423-756-1330

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****JUNE 3, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Gwen N. Holman	937 Cleveland Dr. Rossville, GA 30741 423-605-2688	Principal Financial Group 605 Chesnut St. Chattanooga, TN 37450 423-424-4197
Ann Isham	1500 Heritage Landing Drive Chattanooga, TN 37405 423-756-3300	Comtrust FCU 1020 Riverfront Parkway Chattanooga, TN 37402 423-752-0207
Patricia Ivey	8215 Oxford Dr. Hixson, TN 37343 423-201-4694	Self Employed Same Same 423-309-9393
Cynthia Jennemann	10730 Worley Rd. Soddy Daisy, TN 37379 423-332-7175	Spears, Moore, Rebman, et al. 801 Broad St, 6th Floor Chattanooga, TN 37402 423-756-7000
Elizabeth Jessee	1642 Yates Springs Road Ringgold, GA 30736 423-504-4094	Terracon Consultants, Inc. 51 Lost Mound Drive, Ste. 135 Chattanooga, TN 37406 423-602-2137
Marcus Johnson	900 Mtn Creek Rd, Apt. R307 Chattanooga, TN 37405 865-712-6726	First Tennessee Bank 4430 Hwy 58 Chattanooga, TN 37416 423-242-1322
Kari A. Lawman	12118 McGhee Rd. Apison, TN 37302 706-581-4691	City of Chattanooga (CDOT) 1250 Market St, Ste. 3030 Chattanooga, TN 37402 423-643-6368
Demetria Leak	5612 Delaine Lane Chattanooga, TN 37416 423-504-1115	Moccasin Bend Mental Health 100 Moccasin Bend Rd. Chattanooga, TN 37405 423-265-2271
Rebecca P. LeVally	1814 Rivergate Terrace Soddy Daisy, TN 37379 423-886-6228	City of Chattanooga 1250 Market St, Ste. 3030 Chattanooga, TN 37402 423-643-5955
Paulette Lewis	P.O. Box 23323 Chattanooga, TN 37422 770-833-3967	Self Employed 626 N Crest Rd, Apt. B Chattanooga, TN 37422 Same

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 3, 2015

NAME	RESIDENCE	BUSINESS
Tonya J. Lewis	1741 Varner Rd. Hixson, TN 37343 423-488-9218	Cumberland Title 1300 Broad St, Ste. 200 Chattanooga, TN 37402 423-643-4001
Mary Beth McNeese	3355 Happy Valley Rd. Rossville, GA 30741 423-883-4838	Title Insurance Company 7405 Shallowford Rd, Ste. 540 Chattanooga, TN 37421 423-899-0913
Amanda R. Miller	510 Lullwater Road Chattanooga, TN 37405 225-603-5496	Henderson, Hutcherson, et al. 1200 Market Street Chattanooga, TN 37402 423-756-7771
Thomas Joseph Moore	21 South Crest Rd. Chattanooga, TN 37404 423-622-4737	Truck N Trailers USA, Inc. 4591 North Access Rd. Chattanooga, TN 37415 423-876-1990
Chris Morrow	6220 Shallowford Rd, Apt. 332 Chattanooga, TN 37421 423-834-0274	Regions Bank 5570 Highway 153 Hixson, TN 37343 423-321-6331
Freida Nance	9812 Hixson Pike Soddy Daisy, TN 37379 423-842-2805	Title Services of Tennessee 6025 Lee Highway, Ste. 105 Chattanooga, TN 37421 423-499-4475
Deborah Oliver	9606 Thornberry Dr. Ooltewah, TN 37363 423-991-3031	Star Properties 30 Tunnel Blvd, Ste. 121 Chattanooga, TN 37411 423-629-1557
Donna Parrish	114 Paxton Dr. Chickamauga, GA 30707 423-653-7754	Cumberland Title 1300 Broad St, Ste. 200 Chattanooga, TN 37402 423-643-4001
Jennifer S. Plunkett	1201 Highland Dr. Chattanooga, TN 37405 N/A	Miller & Martin, PLLC 832 Georgia Ave, Ste. 1200 Chattanooga, TN 37402 423-785-8224
Melissa C. Railey	137 Davenport Lane LaFayette, GA 30728 423-413-4923	TN Valley Infrastructure Group 1200 Mtn. Creek Rd, Ste. 410 Chattanooga, TN 37405 423-266-0502

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****JUNE 3, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Sarah W. Roach	8325 Heron Circle Ooltewah, TN 37363 423-344-3158	Ooltewah United Methodist 6131 Relocation Way Ooltewah, TN 37363 423-238-9216
Dorothy A. Robinson	4417 Oakwood Drive, Apt. 1115 Chattanooga, TN 37416 423-894-3151	HCDE 1161 W. 40th Street Chattanooga, TN 37409 423-209-5400
Corina E. Ross	3271 Deerwood Lane Signal Mtn., TN 37377 423-316-1807	Self Employed Same Same Same
Charlie L. Ross	1124 John Ross Rd. East Ridge, TN 37412 423-637-4733	The UPS Store # 1995 2288 Gunbarrel Rd, Ste. 154 Chattanooga, TN 37421 423-499-4440
Kimberly N. Sanchez	83 Agappa Lane Ringgold, GA 30736 702-417-4685	Bank of America 1945 Northpoint Blvd. Hixson, TN 37343 423-752-1235
Robert Sanders	114 Ridgeside Road Chattanooga, TN 37411 423-718-3107	The UPS Store 3712 Ringgold Road Chattanooga, TN 37412 423-624-7511
Candie Sane	488 River Rd. Chatsworth, GA 30705 706-517-1983	Prestige Cars 2138 Chapman Rd. Chattanooga, TN 37421 423-899-8800
Patricia E. Schild	9702 Ricole Trail Soddy Daisy, TN 37379 423-667-9574	N/A N/A N/A N/A
Anthony Todd Schroder	1619 S. Clayton Avenue Chattanooga, TN 37412 423-867-0042	JD Helton Roofing Co. 2500 East 37th St. Chattanooga, TN 37407 423-867-4400
Nikisha D. Sexton	1055 Tiftonia View Road Chattanooga, TN 37419 423-863-7201	A Veterans Bonding Co. 615 Walnut Street, Ste. 200 Chattanooga, TN 37402 423-756-1330

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****JUNE 3, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Diethra Seymour	5220 Kellogg Creek Trail, Apt. 116 Ooltewah, TN 37363 302-983-6110	Redemption Point Church 3831 Ooltewah-Ringgold Rd. Ooltewah, TN 37363 423-855-7321
Aleetra Shaw-Rice	4817 Northwind Dr. Chattanooga, TN 37416 423-364-3396	Southeast TN Development 1000 Riverfront Pkway Chattanooga, TN 37402 423-424-4235
Dana M. Smith	5317 Village Garden Dr. Ooltewah, TN 37363 423-504-5990	Walden Security 100 E. 10th St. Chattanooga, TN 37402 423-702-8253
Gail W. Spaulding	6310 BarShore Dr. Chattanooga, TN 37416 423-344-2291	Miller & Martin, PLLC 832 Georgia Ave, Ste. 1200 Chattanooga, TN 37402 423-756-6600
Blake E. Stephens	2210 Red Tail Lane Chattanooga, TN 37421 423-595-2250	Stephens Construction 4470 Pinnacle Lane Chattanooga, TN 37415 423-892-3299
Sheila Stevens	206 8th Street NW Fort Payne, AL 35967 256-996-8400	Pioneer Title Agency, Inc. 513 Georgia Avenue Chattanooga, TN 37403 423-756-8221
Sarah Stokes	6853 Longview Rd. Chattanooga, TN 37421 423-595-1220	Berry Construction Co, Inc. 2525 Broad St. Chattanooga, TN 37408 423-267-2234
Kalenda V. Towner	7604 Standifer Gap Rd. Chattanooga, TN 37421 601-678-8028	Suntrust Bank 3535 Brainerd Rd. Chattanooga, TN 37411 423-242-1197
Theresa G. Ulrey	6435 Davis Hill Rd. Harrison, TN 37341 423-802-1857	Phillips Contractors & Mgmt. 3903 Volunteer Dr, Bldg. B Chattanooga, TN 37416 423-954-8827
Amanda Waddle	47 Fran Lane, Apt. 24 Ringgold, GA 30736 N/A	Stansell Electric 4325 Jersey Pike, Bldg. A Chattanooga, TN 37416 423-805-7663

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**

**JUNE 3, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Rosemary Wensel	912 Stone Crest Circle Chattanooga, TN 37421 423-510-9246	River Associates Investments 633 Chesnut St, Ste. 1640 Chattanooga, TN 37450 423-755-0888
Michael L. West	900 Mtn. Creek Rd, Apt. R322 Chattanooga, TN 37405 423-356-1883	Retired N/A N/A N/A
Mollie B. White	335 Upper Firetower Rd. Sequatchie, TN 37374 423-619-9907	Spears, Moore, Rebman, et al. 801 Broad St, 6th Floor Chattanooga, TN 37402 423-756-7000
Rhonda G. Wright	723 Carden Avenue Rossville, GA 30741 423-902-2722	Knight & Hooper, PLLC P.O. Box 11583 Chattanooga, TN 37401 423-267-1158
Amy Wysong	1002 Roselawn Dr. Chattanooga, TN 37421 423-309-2338	N/A N/A N/A N/A

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
JUNE 3, 2015**

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

<b><u>NAME</u></b>	<b><u>COMMISSION DATE</u></b>	<b><u>DATE QUALIFIED</u></b>
Connie Confrancesco	April 20, 2015	May 20, 2015
Claudia D. Davis	April 20, 2015	May 20, 2015
Pamela K. Harvey	April 20, 2015	May 20, 2015
Laura G. Crow	April 9, 2015	May 20, 2015
Sharon G. Hlubek	April 9, 2015	May 19, 2015
Stacey Ladd	January 12, 2015	May 19, 2015
Jeff McAfee	April 20, 2015	May 18, 2015



# Hamilton County Board of Commissioners RESOLUTION

No. 615-2

A RESOLUTION ACCEPTING THE BID OF SAITECH, INC. FOR ONE (1) YEAR CONTRACT UNIT PRICING, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, BEGINNING JUNE 3, 2015 THROUGH JUNE 2, 2016, FOR DELL LATITUDE 14 RUGGED LAPTOP COMPUTERS AMOUNTING TO \$2,420.43 EACH FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing, with the option to renew for one (1) additional one (1) year term for Dell Latitude 14 Rugged laptop computers for the Sheriff's Department; and,

WHEREAS, the bid from Saitech, Inc. amounting to \$2,420.43 each was considered to be the lowest and best bid; 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 Saitech, Inc. for one (1) year contract unit pricing, beginning June 3, 2015 through June 2, 2016, for Dell Latitude 14 Rugged laptop computers amounting to \$2,420.43 each 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 contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date

**SPECIFICATIONS FOR BID # 0515-163  
HAMILTON COUNTY, TN  
DELL LATITUDE 14 RUGGED LAPTOPS – UNIT PRICE CONTRACT**

**Overview**

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month contract for the procurement of Dell Latitude 14 Rugged Laptops, under a unit price agreement. It is the purpose of this bid to describe and obtain Patrol Division quality rugged laptops for use by the Hamilton County Sheriff’s Department. The attached specifications have been written to define the minimum acceptable standards allowed for this bid. The County will only consider bids that meet or exceed these specifications. Brand must be quoted as specified – no substitutes will be accepted.

During the contract period covered by this bid, technology may change the availability or cost of the described equipment. As existing model lines are superseded by improved technology more advanced machines may be substituted for the currently described equipment at the original bid pricing or a lower price may be offered.

The initial contract period will be for twelve (12) months beginning on the date the contract is awarded with an option for extending the contract at the same terms and conditions for one (1) additional year if mutually agreed to by the County and the successful bidder. All prices must remain fixed throughout the term of this contract. Be aware however that pricing will be allowed to decrease if general market pricing decreases.

Throughout the terms of this contract,

- annual item volumes/quantities are estimates only and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within thirty (30) days of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the designated Hamilton County location;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract [See paragraph on Substitution and Technology Refreshment below].

This agreement does not limit the County’s right to purchase other rugged laptops under separate purchase agreements from this vendor or any other vendor.

If at any time the supplier is unable or unwilling to provide the product as outlined in the bid, the supplier or the County may have the option to terminate the agreement with 60 days notice.

**Acceptable Vendors:** Bids will only be accepted for Dell Latitude 14 Rugged Laptops. No other brands will be considered. Vendor bid packages must include a letter of good-standing from Dell.

**Substitution and Technology Refreshment:** If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

**Estimated Quantities:** Specific details regarding estimated annual volumes are included on the attached bid pricing form. Please note that the quantities listed are estimates only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract.

**Equipment Ordering and Delivery:** Vendor must agree to designate one individual as point of contact for all purchase communications. All installation will be done by Hamilton County Sheriff's Department.

All orders will be placed by either the Hamilton County Purchasing Department or the Hamilton County Sheriff's Department. All deliveries will be made to Hamilton County Sheriff's Department at 600 Market Street, Suite G-30, Chattanooga, TN 37402.

Deliveries will be made within 30 business days of receipt of the order. All installation will be done by Hamilton County Sheriff's Department. Vendors who cannot guarantee the thirty (30) day delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule; however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract.

**Payment:** Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order.

**Contract Termination:** If at any time the supplier is unable or unwilling to provide the product as outlined in the bid, the supplier or the County may have the option to terminate the agreement. The Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination.

**Bid Award:** Hamilton County reserves the right to waive any irregularities or reject any or all bids.

**BID SUBMISSION REQUIREMENTS**

The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on May 14, 2015 to the Hamilton County Purchasing Director at the address specified below. Bids submitted via e-mail or facsimile machines are not acceptable.

The outside of the envelope/package containing the bid should be clearly marked with the following statement: "BID # 0515-163: Dell Latitude 14 Rugged Laptops". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Note: Mailing / Delivery Instructions**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0515-163: Dell Latitude 14 Laptops from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**COMPLETION OF THE ATTACHED BID PRICING FORM**

Submit your bid as specified on the attached bid pricing form. All prices shall be displayed on a unit price basis. Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response.

**COMPLETION OF THE AUTHORIZATION TO BIND FORM**

Please complete and sign the attached Authorization to Bind form on the page 8.

## QUESTIONS

Questions concerning product specifications should be directed to:

Ron Bernard  
Information Systems Manager  
Hamilton County Sheriff's Department  
423-209-7015

Questions concerning bid procedures should be directed to the:

Linda Chumbler  
Senior Buyer, Purchasing Department  
[LindaC@HamiltonTN.gov](mailto:LindaC@HamiltonTN.gov)  
423.209.6353

## ATTACHMENTS

- Detailed Item Level Bid Specifications
- Hamilton County General Terms & Conditions

## LAPTOP SPECIFICATIONS

Dell Latitude 14 Rugged Laptops for Patrol Division. Include product detail sheets from Dell with your bid pricing.

Minimum Specifications:

- Dell Latitude 14 Rugged (5404, CTO (210-ADEK)
- 8GB (1x8GB) 1600MHz DDR3L Memory (370-AAER)
- Sealed Internal RGB Backlit English Keyboard (580-ABYR)
- Intel Integrated HD Graphics (490-BCGN)
- 128GB Mobility Solid State Drive (400-AATR)
- Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBM)
- 6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBIU)
- Docking connector for Rugged Docking Station only (590-TEUH)
- Tray load DVD Drive (Reads and Writes to DVD/CD) (429-AAJV)
- Intel Dual Band Wireless-AC 7260 802.11 ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBRS)
- E5 Power Cord (US) (537-BBBD)
- Windows 8.1 DVD OS Recovery(English) (620-AASU)
- Dell Limited Hardware Warranty Initial Year (997-6988)
- ProSupport Plus: Accidental Damage Service, 3 Years (997-7005)
- ProSupport Plus: Keep Your Hard Drive, 3 Years (997-7006)
- ProSupport Plus: 7x24 Technical Support, 3 Years (997-7040)

Bid # 0515-163: Dell Latitude 14 Rugged Laptops  
Hamilton County, TN

- Rapid Mail In Service after Remote Diagnosis, 3 Years (997-7042)
- 4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core), no FPR and no SC reader (338-BFPT)
- Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year (954-3455)
- Docking Station (452-BBNP)
- Module, Stylus, Plastic, RDG, Tabulated, Latitude (750-AAGT)
- 14.0 HD (1366x768) Direct-View outdoor-readable display with resistive touchscreen w/ Camera and Mic (391-BBTQ)
- 65W AC Adapter, 3-pin (492-BBEM)

### BID PRICING FORM

1. Hamilton County is seeking a twelve month unit price contract on the following items as detailed in the attached detailed specifications.

Product Category / Description <i>[See attached specifications and notes which follow for additional information]</i>	Catalog Number	Unit Price Bid (\$)
<b>Dell Latitude 14 Rugged Laptop</b>		
1. Dell Latitude 14 Rugged Laptop with all specified equipment, support and warranties.		

2. Please note the following when submitting your bid:
- a. *The County estimates a need for the following: Approximately 25 to 130 rugged laptops. This is a projection, not a commitment to order. Note that orders will be placed as needed throughout the year and not as one single order.*
  - b. *Hamilton County does not qualify for academic pricing.*
  - c. *If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement under the appropriate line items. Proposed prices for new or revised products shall be constructed for most favored prices. [See Substitution and Technology Refreshment section above for further detail.]*
3. Provide the name of the person you intend to assign as the single point of contact for any purchase communications:

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

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

\_\_\_\_\_

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

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

Bid # 0515-163: Dell Latitude 14 Rugged Laptops  
Hamilton County, TN

4. Indicate your agreement to our product delivery requirement of thirty (30) days from receipt of order. Please check the appropriate box.

Yes, I agree that I can meet this delivery requirement.

No, I am unable to agree this delivery requirement. If no, please indicate your proposed alternative. \_\_\_\_\_

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

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

**AUTHORIZATION TO BIND**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

**Solicitation - Log**

5/04/2015 7:51 AM Eastern

Solicitation Title: Dell Latitude 14 Rugged Laptops  
 Number: 0515-163  
 Bids Due: 5/14/2015 10:30:00 AM Eastern  
 Status: Open

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

<a href="#">Message Summary</a>	<a href="#">Message Detail</a>	<a href="#">Document Detail</a>					Records Per Page <input type="text" value="10"/>
<p><b>Message Summary</b>    <a href="#">export</a>     <a href="#">print</a> </p>							
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
5/04/2015 7:51:50AM	Eastern	Linda Chumbler	<a href="#">0515-163 - Dell Latitude 14 Rugged Laptops</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	734	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 May 4, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for Dell Latitude 14 Rugged Laptops will be opened at 10:30 AM (ET) on May 14, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Dell Latitude 14 Rugged Laptops Contract  
 May 14, 2015

Sheriff's Department  
 10:30 A.M.

Vendors:	Saitech Inc.	Business Services	Insight Public Sector, Inc.	RJ Young (HC)	SHI International Corp.	CherryStoneIT Inc.	Thomas Consultants Inc.	Technology Express (HC)	United Data Technologies (HC)	Directec	MSA Inc. (HC)	Synergetics DCS, Inc.	Communications Professionals Inc.
Bid Price (each):	\$2,420.43	\$2,479.98	\$2,566.51	\$2,822.89	\$3,049.07	\$3,088.88	\$3,167.76	\$3,169.71	\$3,182.81	\$3,203.64	\$3,595.00	\$3,883.00	\$3,983.54
Delivery:	20 days ARO	7-12 days	21 days	30 days	0-14 bus day	30 days	10 days	14-21 bus days	30 days	Ground	30 days ARO	30 days	30 days ARO
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 40	Net 30	Net 30	Net 45	TBD	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	5/4/2015
Vendor Notification:	734
Vendor Response:	14
Budgeted:	Capital

Submitted a bid, but did not meet specs:  
 Aprisa Technology, LLC



# Hamilton County Board of Commissioners RESOLUTION

No. 615-3

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF RIDGESIDE, THE COUNTY TRUSTEE, AND HAMILTON COUNTY RELATIVE TO THE COLLECTION OF THE CITY OF RIDGESIDE SANITATION FEES

WHEREAS, T.C.A. §§ 5-1-113, 5-1-114 and 12-9-101 et seq. provides for Interlocal agreements and Interlocal cooperation; and

WHEREAS, the City of Ridgeside has levied a Sanitation Fee on the property receiving sanitation services; and

WHEREAS, the County Trustee presently collects the property taxes which the County levies on the property owner(s); and

WHEREAS, the County assists the Trustee in the collection of those taxes; and

WHEREAS, it would be mutually beneficial to all parties, to collect that fee through the Trustee's Office simultaneously with the collection of property taxes.

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

That Hamilton County enters into the attached Interlocal Agreement between the County Trustee and the City of Ridgeside, the County Mayor is hereby authorized to execute such papers are necessary to accomplish the same.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

Date

INTERLOCAL AGREEMENT  
BETWEEN HAMILTON COUNTY, TENNESSEE, by and through its TRUSTEE  
AND THE CITY OF RIDGESIDE

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") made and entered into by and between HAMILTON COUNTY, TENNESSEE, acting through its County Trustee, (hereinafter referred to as "Trustee") and the CITY OF RIDGESIDE, acting through its Mayor (hereinafter referred to as "City").

**WITNESSETH:**

**WHEREAS**, T.C.A. §85-1-1 13,5-1-1 14 and 12-9-101 et seq. provide for Interlocal Agreements and Interlocal Cooperation; and

**WHEREAS**, the City of Ridgeside has initiated sanitation and on all property owners and,

**WHEREAS**, the County Trustee presently collects property taxes by billing property owners annually; and

**WHEREAS**, it would be mutually beneficial to all parties and for the convenience of the property owner(s) of Ridgeside to pay these fees through the County Trustee's Office.

**NOW, THEREFORE**, in consideration of the premises, and the mutual obligations assumed herein, the parties hereby agree as follows:

1. General Purpose. The general purpose of this Agreement is to provide for the collection of Sanitation Fees that is separately levied by the City.
2. Definition of Terms: For the purposes of this Agreement, the terms defined in this article shall have the meanings given them.
  - a) City - The City of Ridgeside, Tennessee, a municipal corporation.
  - b) Mayor - The person then and there occupying the Office of Mayor.
  - c) County - Hamilton County, a constitutional County of the State of Tennessee.

- d) County Trustee - The person then and there occupying the Office of Hamilton County
- e) Sanitation Fees - The fees authorized by and adopted by the Ridgeside City Commission on or about April 14,2015.

3. Collection of Sanitation Fees. The County Trustee shall administer the Sanitation Fees collection on behalf of the City. The County Trustee shall be responsible for the collection of the Sanitation Fees and shall place the proceeds of each such fee in a separate bookkeeping account. The County Trustee shall remit to the Mayor by the tenth (10th) day of the month, all City Sanitation Fees, which were collected by preceding month. Nothing herein shall preclude the application of debits or credits necessary to correct any errors as to any fee payments, which were previously remitted to the City. The Ridgeside Sanitation Fees will be added to the current property tax bill and will be payable without penalty for Ridgeside taxpayers October through February.

The City of Ridgeside shall no later than August 1,2015 and each August thereafter for the duration of this Agreement set the rate, the rate/amount to be placed on the property tax bill as Sanitation Fees for residential consumers. In the event that the City of Ridgeside should change the Sanitation Fees rate/amount, notification of such change in the rate of the Sanitation Fees shall be sent to the County Trustee no later than August 31,2015 and each August 31 st thereafter for the duration of this Agreement. If such notification is not sent, or if the City has not changed the rate from the previous year, the Trustee shall cause the rate of the previous year to be placed on the property tax bill.

The Trustee shall cause to be sent to the property owners for property located within the geographic boundaries of Ridgeside on their current property bill the Sanitation Fees in the

amount that the City has determined. The same shall be payable without penalty for the Ridgeside residents anytime from October 1st through the end of February each year for the duration of this Agreement.

On March 1, 2016, and each March 1" thereafter for the duration of this Agreement, those Sanitation Fees which have not been paid shall be considered delinquent. The Fees shall remain payable in the Trustee's Office until March 1, 2017 in the same manner as property taxes and shall be returned to the City of Ridgeside for further collection by the City. These events shall occur simultaneously with the normal collection of property taxes.

In the event a citizen makes a partial payment, the Trustee shall cause to have the payment credited to the Stormwater Fees, real property and then to the Sanitation Fees.

Beginning in January 31, 2016 and each January for the duration of this Agreement, the Trustee shall cause to have sent to the City an invoice in the amount of One Thousand Dollars (\$1,000) for all costs associated with the collection of Sanitation Fees for the City of Ridgeside. The same shall be due within 30 days or no later than March 1, 2016 and each March 1st thereafter for the duration of this Agreement.

4. Term. The initial term of this Agreement shall be for a period of four (4) years beginning with the operative date of October 1, 2015 and ending September 30, 2019.

5. Renewal. After the initial four (4) year term, the Agreement shall be renewable from year to year thereafter for the term October 1 through September 30.

6. Right to Terminate. Notwithstanding the provisions defining the term and renewal of this Interlocal Agreement, either party may terminate this agreement upon giving a written notice to the other party prior to July 1 each year.

7. Compensation. The County's compensation for these services under the Agreement shall be One Thousand Dollars (\$1,000) per annum for the collection of Sanitation Fees. Invoice for the collection of Sanitation Fees will be mailed to the City in January of each year and will be payable within thirty (30) days.

The City agrees that it shall disburse from its General Fund of the City the above flat fees as charged by the County Trustee so that the City shall receive all of the proceeds from the Sanitation Fees collected by the County Trustee without reduction because of any other fee or commission.

8. Notice to the City. The County shall give immediate notice to the City in the event that a claim is made by any party, which in any manner challenges the collection of the Sanitation Fees. The County shall also forward to the Mayor any correspondence from any party, which suggests that such lawsuit might be contemplated or any City Sanitation Fees is paid under protest. The County Trustee shall be notified by the City of any adjustment or settlement with any taxpayer, who has paid the City Sanitation Fees.

The County Trustee shall notify the City at the time of turnover notice that any party subject to the City Sanitation Fees has filed for protection under the Federal Bankruptcy laws, or there is any filing for receivership or action in state court indicating insolvency.

9. Audit. The County shall audit the list which was compiled by the City of Ridgeside in accordance with state requirements as part of its regular audit process and report the findings or exceptions of the audits on a regular basis to the Mayor for compliance with collections, revenues and payments.

The City shall have the right during normal business hours to review the collections and to receive and/or audit the books of the County with respect to accounting for any revenues

received or payments which have been made to the County with respect to the City Sanitation Fees.

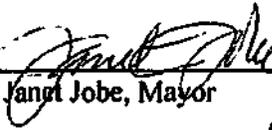
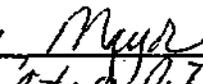
IN WITNESS WHEREOF, the parties have caused their respective names to be affixed  
by their duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2015.

HAMILTON COUNTY, TENNESSEE

By: \_\_\_\_\_  
Jim Coppinger, Hamilton County Mayor

By: \_\_\_\_\_  
Bill Hullander, Hamilton County Trustee

RIDGESIDE, TENNESSEE

By:  \_\_\_\_\_  
Janet Jobe, Mayor  
 \_\_\_\_\_  
City of Ridgside, TN  
4/17/15



# Hamilton County Board of Commissioners RESOLUTION

No. 615-4

A RESOLUTION APPROVING THE FINAL CONTRACT RENEWAL WITH SUN LIFE FINANCIAL FOR REINSURANCE FOR THE COUNTY'S GROUP MEDICAL PLAN AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for reinsurance for the County's group medical plan for a one year contract with two additional one (1) year renewals and approved on Resolution 613-40; and,

WHEREAS, the second year of the contract with Sun Life Financial expires on June 30, 2015; and,

WHEREAS, the coverage continues to include an annual specific deductible of \$275,000 at a cost of \$40.28 per employee per month for the July 1, 2015 through June 30, 2016 plan year; and,

WHEREAS, the group medical plan is under a self-funded arrangement and it is in the best interest of the County to purchase reinsurance for catastrophic losses under this renewal plan; and,

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

That the contract renewal with Sun Life Financial for reinsurance for the County's group medical plan is hereby accepted, said proposal being in the best interest of the County, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

Date

### **Medical Reinsurance: Summary and Recommendation**

Currently Sun Life Financial provides reinsurance for our health plan at a pooling level of \$275,000. Any claim above \$275,000 Sun Life reimburses the County for these expenses. In 2013 an RFP was issued for reinsurance proposals and Sun Life was selected based on a cost savings to the County as well as the most favored contract terms. The Sun Life contract provides a return of up to 15% of the premium should the plan run below the target loss ratio.

Sun Life provided a renewal for the July 1, 2014 through June 30, 2015 plan year. The initial renewal required a 26.7% increase (\$37.00 per employee per month); through negotiations and credit given for the health improvement initiatives taken by the County through the onsite medical clinic the final renewal was 21% (\$35.33 per employee per month).

This year Sun Life's original renewal proposal was for 23.5% or \$43.63 per employee per month. After much negotiation and Sun Life's consideration of our Employee Health initiatives through the County's clinic and Wellness facility, a final renewal for the July 1, 2015 through June 30, 2016 plan year is \$40.28 per employee per month. This is a 14% increase from last year.

The County has continued to have several very large claims in our health plan this year but it has improved from last year. Through April of 2015 Sun Life has paid \$379,754 in claims over \$275,000 from two different claimants and the annual premium is approximately \$756,555. One of these claimants is ongoing and will incur more claims that will be paid by Sun Life through June 2015.

The Sun Life renewal also includes the same contract provisions as last year with a 50% rate cap for next year, no new lasers and a participating contract. Additionally, they will pay for DataSmart at a cost of \$43,848 annually for the County. DataSmart is the predictive modeling tool the County is using to make sure employees with high risk have the resources and education to best manage their illnesses. This is a vital tool to make the onsite clinic achieve the highest level of Return on Investment possible. The County will continue to pay Cigna an interface fee of \$.60 per employee per month to provide the reporting needed to administer the reinsurance claims.

The recommendation is to renew with Sun Life for the plan year starting July 2015. This will represent an increase of \$123,160 in annual premiums for the County. The cost of reinsurance makes up 3.2% of the total Health Plan cost. The potential return of premium should the plan run more like historical results would be \$131,850. Based on the superior contract vs. the market which is based on the previous RFP Sun Life will continue to provide the most value to the County. Last year the County received \$9,000 back in a refund and there is potential for a refund at the end of this plan year as well.



# Hamilton County Board of Commissioners RESOLUTION

No. 615-5

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A \$49,425 AGREEMENT WITH BARGE WAGGONER SUMNER AND CANNON, INC. FOR PROFESSIONAL SERVICES TO CREATE A MOBILE DEVICE APP FOR INTERACTIVE DISPLAYS ON THE NEW EXTENTION OF THE TENNESSEE RIVERWALK

WHEREAS, the National Park Service (NPS) has awarded Hamilton County a grant for interactive signage utilizing computer technology to enrich the public’s experience on the new extension of the Tennessee Riverwalk; and,

WHEREAS, the smartphone and tablet app will provide the public a better understanding of the historical and environmental significance of the areas traversed along the route of the Riverwalk; and,

WHEREAS, the NPS grant will be coordinated by Barge Waggoner Sumner and Cannon, Inc. which was awarded a contract in August 2010 to provide design and engineering services for the Riverwalk Extension project, as well as interactive signage and interpretative exhibit provisions in the project’s public bid notice of June 12, 2014; and,

WHEREAS, the NPS grant of \$24,712 will be matched with \$24,713 from private donations, and

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

The County Mayor is hereby authorized to sign a contract in the amount of \$49,425 with Barge Waggoner Sumner and Cannon, Inc. for professional services to develop and implement a mobile device app for interactive displays to provide enhanced educational and interpretive exhibits along the new Riverwalk extension to Lookout Mountain.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 615-6

A RESOLUTION ACCEPTING THE BIDS OF SHIELDS ELECTRONIC SUPPLY, INC. AND ACCREDITED LOCK SUPPLY COMPANY FOR CONTRACT UNIT PRICING FOR DOOR ACCESS MATERIALS FOR THE PERIOD OF JUNE 5, 2015, THROUGH JUNE 4, 2016, FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract unit pricing for door access materials for the Telecommunications Department; and,

WHEREAS, the bids from Shields Electronic Supply, Inc. and Accredited Lock Supply Company were considered to be the lowest and best overall bids received; and,

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

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

That the bids of Shields Electronic Supply, Inc. and Accredited Lock Supply Company for contract unit pricing for door access materials for the period of June 5, 2015, through June 4, 2016, for the Telecommunications Department are hereby accepted, said bids being the lowest and best overall bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date

Bid#0515-165 Door Access Material Bid  
Hamilton County, TN

DOOR ACCESS MATERIALS  
SPECIFICATIONS

Hamilton County Government is accepting sealed bids for unit pricing on selected door access material from authorized stocking distributors with trained and certified staff. Certification letter from the manufacturer or manufacturer's representative must be included with the bid.

The contract period will be from June 5, 2015 through June 4, 2016. All prices must remain fixed during this contract period. Equipment will be purchased for educational and County General projects on multiple purchase orders throughout the term of the contract.

**1. BID SUBMISSION**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 2:00 P.M. on May 18, 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# 0515-165 Door Access Materials". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Delivery/Mailing Instructions:

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0515-165: Door Access Materials from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

### **1.1 INSTRUCTIONS TO VENDORS**

These bid documents are being issued by the Hamilton County Purchasing Department. Inquiries regarding this bid should be directed to Mike Beal, Telecommunications Manager, at 423-209-6220 or by FAX at 423-209-6224. Questions regarding bid submission should be directed to Linda Chumbler, Purchasing Department at 423-209-6353 or FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. ET, Monday through Friday. Vendors and manufacturer representatives should not contact other Hamilton County employees regarding this bid.

The package containing **the original and one copy** of the bid must be sealed and clearly marked "BID FOR DOOR ACCESS MATERIAL" on the outside of the package. The package should be addressed to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404.**

Sealed bids will be accepted before **2:00 p.m. Eastern Time on Monday, May 18, 2015**, at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

Hamilton County reserves the right to award sections of the total package to different vendors or all of the package to the vendor deemed to have submitted the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

The materials being bid will be used for various projects for Hamilton County during the term of the contract. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from June 5, 2015 through June 4, 2016.

Minimum order quantities must be included as part of the bid package. Hamilton County will not adjust order quantities to qualify vendor for reduced shipping costs.

### **1.3 SHIPPING**

All material must be shipped prepaid to the designated County warehouse facility for storage and/or distribution. All shipping and freight charges are the responsibility of the vendor and shall not be added to invoices sent to Hamilton County for payment.

### **1.4 GUARANTEED DELIVERY**

Hamilton County will place multiple orders for various items based on the needs and schedule of a particular project. **Vendors will be given a ten-day period from the award of the bid before delivery of the first order of materials. After the initial ten-day period, delivery must be**

Bid# 0515-165 Door Access Materials  
Hamilton County, TN

**guaranteed to the County's warehouse facility within 24 hours after subsequent orders are placed.**

Vendors who cannot guarantee this delivery schedule must submit a written exception to this section with an optional delivery schedule. Failure to meet guaranteed delivery schedules may result in cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

Vendors must furnish Hamilton County with an emergency contact name and number if materials are required after hours in order to meet construction deadlines.

### **1.5 WARRANTY**

The manufacturer must provide a warranty on all equipment for a minimum of **five years from time of delivery**. Vendors offering extended warranty periods may be given additional consideration during the evaluation of the bids. Vendor submitting the bid is responsible for listing all exceptions or conditions from any manufacturer regarding the warranty of any product listed in this bid. Failure to identify any sub sequential limitations or special conditions will be reason to reject a bid or cancel the contract after the bid is awarded. Hamilton County will hold the successful vendor responsible for the replacement of any defective equipment for the five-year period following the delivery of the equipment at no cost to the County.

### **1.7 PAYMENT**

Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered and received, per purchase order, should be invoiced by the vendor. Payment will be made upon receipt of the invoice for each individual order.

### **1.8 SUBSTITUTION AND TECHNOLOGY REFRESHMENT**

If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

Bid# 0515-165 Door Access Materials  
Hamilton County, TN

### EQUIPMENT SPECIFICATIONS

Hamilton County reserves the right to select a specific brand of each specified item in order to standardize the equipment used during this contract period. The following list of specific manufacturer's products will be considered acceptable for this bid. **Alternate manufacturers' will not be accepted.**

After evaluation of all sections of this bid document, the unit pricing, including warranty, shipping, and the general bid requirements, will be used in determining the best overall bid package.

In order to receive the best price available for the specified items, estimated quantities have been provided. Hamilton County feels that these estimated quantities are reasonable based on the various projects scheduled within the specified time frame. However, quantities are not guaranteed and may increase or decrease during the term of the contract. If an estimated quantity is not listed, the quantity may be insignificant and an individual unit price will be sufficient.

The attached worksheet must be used to submit unit pricing. ALL BIDS MUST BE CLEARLY LEGIBLE AND BASED ON THE UNIT SIZE/AMOUNT INDICATED. Failure to provide an easy to interpret bid will be reason to disqualify the bid package.

Bid# 0515-165 Door Access Materials  
Hamilton County, TN

SUBMITTED BY:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Date Submitted

### 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

ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	UNIT PRICE
20	682-290-US	Paxton Net2 Plus two door IP starter kit w/PoE	
10	682-493-US	Paxton Net2 Plus one door access control unit w/PoE	
15	682-721-US	Paxton Net2 Plus one door access control unit w/PoE in metal cabinet	
10	930-010-US	Paxton Net2 Professional Software	
20	345-110-US	Paxton Proximity P50 Reader, UL	
5	345-220-US	Paxton Proximity P50M HID Compatible Reader	
10	356-310-US	Paxton Exit Button ED50	
5	568-855-US	Paxton Net2 Proximity Vandal proof reader	
10	355-110-US	Paxton Proximity KP50 Keypad	
20	695-644-US	Paxton Net2 Proximity Keyfobs (pack of 10)	
20	692-500-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 10)	
1	692-052-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 500)	
5	514-326-US	Paxton Net2 Desktop Reader, USB	
10	337-932-US	Paxton Net2 Entry Single door entry KIT 4 port POE/ VR/Surface Mount	
10	337-952-US	Paxton Net2 Entry Single door entry KIT 4 port POE/ VR/Flush Mount	
5	337-962-US	Paxton Net2 Entry Single door entry KIT 4 port POE/VR/Surface w/Rain Hood	
5	337-937-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount	
5	337-957-US	Paxton Net2 Entry Intercom Panel/VR/Flush Mount	
5	337-967-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount/Rain Hood	
5	337-900-US	Paxton Net2 Entry Single door KIT / POE/IP Standard	
10	337-857-US	Paxton Net2 Entry Panel flush mount backbox	
2	337-286-US	Paxton Net2 Entry Monitor	
2	337-847-US	Paxton Net2 Entry desk mount stand for Monitor	
2	337-727-US	Paxton Net2 Entry Control Unit	
5	337-837-US	Paxton Net2 Entry Intercom Panel	
10	IS-PDV	iPhone PoE Compatible Video Door Station, Surface Mount	
10	IS-PDVF	iPhone PoE Compatible Video Door Station, Flush Mount w/Box	
5	IS-IPDVF-HID	iPhone PoE Compatible video Door Station w/HID Reader, Flush Mount	
5	SBX-IPDVF	iPhone Surface Mount Box	
5	SBX-IPDVF	iPhone Surface Mount Box	
5	SBX-2G	iPhone 2 Gang Surface Mount Box	
15	IS-IPMV	iPhone IP Video Master Station	

ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	UNIT PRICE
20	ISS-IPMDV	iPhone IP Access Kit	
20	9400 12/24 630	Hess Strike	
10	5000-12/24D	Hess Strike	
10	501-630	Hess Strike Plate	
10	5000C-12/24-Kit	Hess Strike with 500/501 plate	
20	MWS 1289 US	Gold power Supply	
5	6005	HESS strike	
10	ALC-600s	Maglock	
10	ALC-AM3370	Z Bracket for 600s	
5		Plate for 6005 Hess Strike	



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

5/06/2015 8:37 AM Eastern

Solicitation Title: Door Access Materials  
 Number: 0515-165  
 Bids Due: 5/18/2015 2:00:00 PM Eastern  
 Status: Open

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

<a href="#">Message Summary</a>		<a href="#">Message Detail</a>		<a href="#">Document Detail</a>			
<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
5/06/2015 8:37:06AM	Eastern	Linda Chumbler	<a href="#">0515-165 - Door Access Materials</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	625	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 May 6, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for Paxton Door Access Materials will be opened at 2:00 PM (ET) on May 18, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Bid#0515-165 Door Access Materials  
Hamilton County, TN

## Door Access

ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	Beacon Technologies	Silma Electronics, Inc.	Shield's Electronic Supply, Inc.	Accredited Lock Supply Co.
20	682-290-US	Paxton Net2 Plus two door IP starter kit w/PoE	\$1,087.50	\$946.25	\$904.25	No Bid
10	682-493-US	Paxton Net2 Plus one door access control unit w/PoE	\$338.75	\$294.50	\$281.50	No Bid
15	682-721-US	Paxton Net2 Plus one door access control unit w/PoE in metal cabinet	\$443.75	\$386.00	\$368.85	No Bid
10	930-010-US	Paxton Net2 Professional Software	\$428.75	\$372.50	\$356.00	No Bid
20	345-110-US	Paxton Proximity P50 Reader, UL	\$97.50	\$84.65	\$80.88	No Bid
5	345-220-US	Paxton Proximity P50M HID Compatible Reader	\$97.50	\$84.65	\$80.88	No Bid
10	356-310-US	Paxton Exit Button ED50	\$35.60	\$29.00	\$27.50	No Bid
5	568-855-US	Paxton Net2 Proximity Vandal proof reader	\$176.25	\$145.25	\$138.66	No Bid
10	355-110-US	Paxton Proximity KP50 Keypad	\$173.75	\$151.25	\$144.44	No Bid
20	695-644-US	Paxton Net2 Proximity Keyfobs (pack of 10)	\$21.25	\$18.00	\$17.29	No Bid
20	692-500-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 10)	\$21.25	\$18.00	\$17.29	No Bid
1	692-052-US	Paxton Net2 Proximity ISO Cards, NO MAGSTRIPE (pack of 500)	\$936.25	\$814.25	\$777.92	No Bid
5	514-326-US	Paxton Net2 Desktop Reader, USB	\$61.25	\$53.25	\$50.75	No Bid
10	337-932-US	Paxton Net2 Entry Single door entry KIT 4 port POE/ VR/Surface Mount	\$1,493.75	\$1,300.00	\$1,260.00	No Bid
10	337-952-US	Paxton Net2 Entry Single door entry KIT 4 port POE/ VR/Flush Mount	\$1,493.75	\$1,300.00	\$1,260.00	No Bid
5	337-962-US	Paxton Net2 Entry Single door entry KIT 4 port POE/VR/Surface w/Rain Hood	\$1,493.75	\$1,300.00	\$1,260.00	No Bid
5	337-937-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount	\$833.75	\$725.50	\$695.00	No Bid
5	337-957-US	Paxton Net2 Entry Intercom Panel/VR/Flush Mount	\$833.75	\$725.50	\$695.00	No Bid
5	337-967-US	Paxton Net2 Entry Intercom Panel / VR/ Surface Mount/Rain Hood	\$833.75	\$725.50	\$695.00	No Bid
5	337-900-US	Paxton Net2 Entry Single door KIT / POE/IP Standard	\$1,286.25	\$1,118.50	\$1,068.88	No Bid
10	337-857-US	Paxton Net2 Entry Panel flush mount backbox	\$20.00	\$16.95	\$16.17	No Bid
2	337-286-US	Paxton Net2 Entry Monitor	\$321.25	\$278.25	\$265.77	No Bid
2	337-847-US	Paxton Net2 Entry desk mount stand for Monitor	\$20.00	\$16.95	\$16.17	No Bid
2	337-727-US	Paxton Net2 Entry Control Unit	\$493.75	\$428.50	\$409.50	No Bid
5	337-837-US	Paxton Net2 Entry Intercom Panel	\$498.75	\$432.50	\$413.11	No Bid
10	IS-PDV	AiPhone PoE Compatible Video Door Station, Surface Mount	\$683.75	\$572.25	\$539.50	\$579.00
10	IS-PDVF	AiPhone PoE Compatible Video Door Station, Flush Mount w/Box	\$773.75	\$646.50	\$577.00	\$654.00
5	IS-IPDVF-HID	AiPhone PoE Compatible video Door Station w/HID Reader, Flush Mount	\$1,331.25	\$1,185.00	\$1,047.00	\$1,199.00
5	SBX-IPDVF	AiPhone Surface Mount Box	\$130.00	\$107.75	\$102.60	\$96.00
5	SBX-IPDVF	AiPhone Surface Mount Box	\$132.50	\$109.75	\$98.60	\$111.00
5	SBX-2G	AiPhone 2 Gang Surface Mount Box	\$88.75	\$74.25	\$71.60	\$75.00

Bid#0515-165 Door Access Materials  
Hamilton County, TN

Door Access

ESTIMATED QUANTITY	MANUFACTURER PART #	DESCRIPTION	Beacon Technologies	Silma Electronics, Inc.	Shield's Electronic Supply, Inc.	Accredited Lock Supply Co.
			\$943.75	\$788.75	\$738.60	\$798.00
15	IS-IPMV	iPhone IP Video Master Station	\$1,631.25	\$1,361.00	\$1,277.00	\$1,377.00
20	ISS-IPMDV	iPhone IP Access Kit	\$262.50	\$248.50	\$238.00	\$204.00
20	9400 12/24 630	Hess Strike	\$87.50	\$80.50	\$79.50	\$68.00
10	5000-12/24D	Hess Strike	\$8.75	\$8.50	\$8.00	\$6.80
10	501-630	Hess Strike Plate	\$93.75	\$90.50	\$87.00	\$74.80
10	5000C-12/24-Kit	Hess Strike with 500/501 plate	\$231.25	No Bid	\$11.25	No Bid
20	MWS 1289 US	Gold power Supply	\$282.50	N/A	N/A	No Bid
5	6005	HESS strike	\$110.00	\$88.50	\$89.41	No Bid
10	ALC-600s	Maglock	\$52.50	\$43.50	\$45.87	No Bid
10	ALC-AM3370	Z Bracket for 600s	\$19.06	N/A	N/A	No Bid
5		Plate for 6005 Hess Strike				

Request for Bids:	
Newspaper Ad:	5-6-15
Vendor Notifications:	625
Vendor Response:	4
Budgeted:	Various



# Hamilton County Board of Commissioners RESOLUTION

No. 615-7

A RESOLUTION ACCEPTING THE QUOTATION FROM SPORTS, PLAY, AND ACTIVE RECREATION FOR KIDS (SPARK) FOR THE PURCHASE OF SPARK PE INSTRUCTIONAL CURRICULUM PACKETS FOR THE STEP ONE PROGRAM TO BE USED BY HAMILTON COUNTY SCHOOLS AMOUNTING TO \$17,118.60 FOR THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received from the company SPARK for the purchase of SPARK-PE elementary physical education curriculum by the Health Department’s Step ONE Program for implementation in Hamilton County Schools in the 15-16 school term; and,

WHEREAS, this curriculum is currently in use in a limited number of Hamilton County Elementary Schools; and,

WHEREAS, this program will help provide a comprehensive approach to meeting the physical education needs of students Pre-K and Kindergarten through Sixth Grade; and,

WHEREAS, SPARK is the sole source producer and distributor of SPARK instructional materials, professional development, and content-matched equipment items; and,

WHEREAS, this program is being funded through the CDC Chronic Disease and School Health 1305 Grant.

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

That the quotation from SPARK for the purchase of SPARK PE instructional curriculum packets for the Step ONE Program in Hamilton County Schools amounting to \$17,118.60 for the Chattanooga-Hamilton County Health Department is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date

# SPARK

Health and Physical Education

Proposal / Quote # SPARKRO 416.15-3 HCDOH-REV

## Quote for SPARK Programs Material

Prepared for Chattanooga-Hamilton County Health Department

ATTN: Ashanti Jefferson, MPH 423.209.8059

[ashantij@hamiltontn.gov](mailto:ashantij@hamiltontn.gov)

Date: April 17, 2015

**BILL TO:** Chattanooga-Hamilton County Health Department  
Attn: Ashanti Jefferson, MPH  
921 East 3rd Street  
Chattanooga, TN 37403

**SHIP TO:** (if different than Bill To)  
TBD on PO

Item	Quantity	Description	List Price	C-HHD price	Extension
1453236	10	SPARK k-2 #3; binder,CD,folio,3-yr online	\$ 399.00	\$ 359.10	\$ 3,591.00
1453237	15	SPARK 3-6 #3; binder,CD,folio,3-yr online	\$ 399.00	\$ 359.10	\$ 5,386.50
1453235	21	SPARK EChild #3; binder,CD,folio,3-yr online	\$ 399.00	\$ 359.10	\$ 7,541.10
				S & H	\$ 600.00
				Sales Tax	
<b>TOTAL</b>					<b>\$ 17,118.60</b>

*– Please include this proposal/quote with PO to insure pricing*  
*– Effective for 30 Days from Date of Quote*

**SPARK PE**  
438 Camino Del Rio South  
Suite 110  
San Diego, CA 92108

Toll free 800-SPARK PE  
Fax 920-993-4375  
Email [spark@sparkpe.org](mailto:spark@sparkpe.org)  
Orders [spark\\_orders@sparkpe.org](mailto:spark_orders@sparkpe.org)  
(NOTE: spark\_orders with underscore)

Prepared by:  
Randy Olmstead  
404-353-0148  
[randy.olmstead@sparkpe.org](mailto:randy.olmstead@sparkpe.org)

04-21-15 11:08 TN



April 14, 2015

04-21-15 11:00

Mr. John Bilderback  
Step One Program  
Hamilton County Health Dept.

Dear Mr. Bilderback:

SPARK (Sports, Play, and Active Recreation for Kids) has numerous intellectual properties (IP) copyrighted and trademarked by the San Diego State University Research Foundation.

Copyright, IP, and trademark protection includes all SPARK curriculum binders and the content found on SPARKfamily.org (SPARK online), whole or part; the materials and MVPA facilitation techniques found in SPARK training sessions (agendas, power points, handouts, etc.) in any SPARK program (Early Childhood, Elementary PE, Middle School and/or High School PE, After School, SPARKabc's, and Coordinated Health Programs); and the SPARK selected equipment items that comprise their Equipment Sets. All of these SPARK branded products and services may only be purchased or granted by/from SPARK.

Therefore, SPARK is a "sole source" producer and distributor of SPARK instructional materials, professional development, and content-matched equipment items.

Any questions related to sole source issues should be directed to the SPARK Fiscal Manager, Kecia Carrasco, at the address below.

Sincerely,

Kecia Carrasco  
Fiscal Manager  
The SPARK Programs  
Phone: 800-SPARK-PE (772-7573) ext. 2205  
E: kecia.carrasco@sparkpe.org



## **HAMILTON COUNTY DEPARTMENT OF EDUCATION**

**3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
423/209-8400**

---

**April 15, 2015**

04-21-15 ATTC

**Dear John and Ashanti,**

**It was a pleasure meeting this week to discuss our elementary physical education programs and implementing the SPARK curriculum in our schools for the FY 15-16 school term. With the assistance of the CDC 1305 grant to purchase Pre-K & Grade K-6 programs for our schools, it will help to provide a comprehensive approach to meeting the physical education needs of approximately 20,000 elementary students in Hamilton County.**

**Our district is extremely pleased to have the opportunity to partner with you. I look forward to working on the implementation, trainings and surveys we discussed during our meeting.**

**Please don't hesitate to contact me if you have any questions.**

**Thank you.**

**Nancy Reed  
Director of Special Programs**



# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-8

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF APRIL 1, 2015, THROUGH APRIL 30, 2015, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

WHEREAS, the following purchases were made between April 1, 2015, through April 30, 2015.

April 6, 2015, \$12,372.13 for 7,983 gallons of E10 gasoline at 1.54981 per gallon from Jat Oil and Supply, Inc.

April 6, 2015, \$5,366.36 for 3,003 gallons of regular unleaded gasoline at 1.7870 per gallon from Jat Oil and Supply, Inc.

April 7, 2015, \$1,229.39 for 615 gallons of regular unleaded gasoline at 1.9990 per gallon from Collins Oil Company, Inc.

April 16, 2015, \$14,743.54 for 8,483 gallons of E10 gasoline at 1.73801 per gallon from Jat Oil and Supply, Inc.

April 16, 2015, \$14,731.37 for 8,476 gallons of E10 gasoline at 1.73801 per gallon from Jat Oil and Supply, Inc.

April 20, 2015, \$13,239.37 for 7,031 gallons of diesel fuel at 1.8830 per gallon from Parman Lubricants.

April 28, 2015, \$14,166.06 for 7,382 gallons of diesel fuel at 1.9190 per gallon from Jat Oil and Supply, Inc.

April 30, 2015, \$14,387.76 for 7,367 gallons of diesel fuel at 1.953001 per gallon from Jat Oil and Supply, Inc.

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

ASSEMBLED:

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

June 3, 2015

\_\_\_\_\_

Date

Date: 04/06/15 04/06/15 04/07/15 04/16/15 04/16/15 04/20/15 04/28/15 04/30/15  
 Location Silverdale Maintenance ESNP Sheriff's Sub-Station White Oak Sheriff's Sub-Station Silverdale White Oak

Sweetwater (HC)	Gasoline		2.0849	2.2251				
	E-10 Gasoline	1.5964			1.7448	1.7448		
	Diesel						1.8974	1.9299
Jat Oil (HC)	Bio Diesel							1.9700
	Gasoline		1.7870	2.0490				
	E-10 Gasoline	1.54981			1.73801	1.73801		
Collins Oil	Diesel						1.8870	1.9190
	Bio Diesel							1.953001
	Gasoline		1.9480	1.9990				
Mansfield	E-10 Gasoline	1.5590			1.7890	1.7890		
	Diesel						1.9150	1.9550
	Bio Diesel							2.0375
Rogers Petroleum	Gasoline		no quote	no quote				
	E-10 Gasoline	1.6100			no quote	no quote		
	Diesel						1.9218	1.9428
Parman (HC)	Bio Diesel							1.9723
	Gasoline		no quote	no quote				
	E-10 Gasoline	no quote			no quote	no quote		
Dupree Oil	Diesel						no quote	no quote
	Bio Diesel							no quote
	Gasoline		1.8098	no quote				
Pilot Travel	E-10 Gasoline	1.5879			1.7696	1.7730		
	Diesel						1.8830	1.9303
	Bio Diesel							1.9647
Lykins Energy	Gasoline		no quote	no quote				
	E-10 Gasoline	no quote			no quote	no quote		
	Diesel						no quote	no quote
Pilot Travel	Bio Diesel							no quote
	Gasoline		1.8498	no quote				
	E-10 Gasoline	1.5693			1.7928	1.7928		
Lykins Energy	Diesel						1.9075	1.9529
	Bio Diesel							1.9769
	Gasoline		1.8254	no quote				
Lykins Energy	E-10 Gasoline	1.5867			1.7879	1.7877		
	Diesel						1.9091	1.9459
	Bio Diesel							1.9739

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF APRIL 1, 2015, THROUGH APRIL 30, 2015

  
 Gail B. Roppo  
 Director of Purchasing

<b>Unleaded Gasoline</b>	<b>April 2015</b>	<b>YTD</b>
Gallons Purchased	3,618	37,889
Total Cost	\$6,595.75	\$92,263.27
Average Cost/Gallon	\$1.8230	\$2.4351
<b>E-10</b>		
Gallons Purchased	24,942	388,530
Total Cost	\$41,847.04	\$788,536.42
Average Cost/Gallon	\$1.6778	\$2.0295
<b>Diesel</b>		
Gallons Purchased	21,780	182,870
Total Cost	\$41,793.19	\$418,659.81
Average Cost/Gallon	\$1.9189	\$2.2894
<b>Bio Diesel</b>		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



# Hamilton County Board of Commissioners RESOLUTION

No. 615-9

A RESOLUTION ACCEPTING THE BID OF SAITECH, INC. FOR A ONE (1) YEAR CONTRACT, BEGINNING JUNE 3, 2015 THROUGH JUNE 2, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, FOR HP PRINTERS FOR THE INFORMATION TECHNOLOGY SERVICES 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 a one (1) year contract, with the option to renew for one (1) additional one (1) year term for HP printers for the Information Technology Services Department; and,

WHEREAS, the bid from Saitech, Inc. 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 Saitech for a one (1) year contract, with the option to renew for one (1) additional one (1) year term, for HP printers for the Information Technology Services Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date

**SPECIFICATIONS FOR BID # 0415-160  
HAMILTON COUNTY, TN  
HP LASER PRINTERS – UNIT PRICE CONTRACT**

**Overview**

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids for the purposes of establishing a twelve (12) month contract for the procurement of HP Laser Printers, under a unit price agreement. It is the purpose of this bid to describe and obtain business-quality printers for use by the County. The attached specifications have been written to define the minimum acceptable standards allowed for this bid. The County will only consider bids that meet or exceed these specifications. Brands must be quoted as specified – no substitutes will be accepted.

During the contract period covered by this bid, technology may change the availability or cost of the described equipment. As existing model lines are superseded by improved technology more advanced machines may be substituted for the currently described equipment at the original bid pricing or a lower price may be offered.

The initial contract period will be for twelve (12) months beginning on the date the contract is awarded with an option for extending the contract at the same terms and conditions for one (1) additional year if mutually agreed to by the County and the successful bidder. All prices must remain fixed throughout the term of this contract. Be aware however that pricing will be allowed to decrease if general market pricing decreases.

Throughout the terms of this contract,

- annual item volumes/quantities are estimates only and are not guaranteed purchase amounts;
- items will be ordered multiple times throughout the contract term as needed, based on business need and inventory storage space availability [a single order will not be placed for these items];
- no minimum order quantities will apply to this contract and overages [or charges for overages] are not allowed;
- the vendor(s) will be expected to guarantee delivery within fifteen (15) days of receipt of any order;
- all materials must be shipped F.O.B Chattanooga, TN to the designated Hamilton County location;
- any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment;
- no additional charges will be allowed;
- prices will be guaranteed not to increase during the term of the contract [See paragraph on Substitution and Technology Refreshment below].

This agreement does not limit the County’s right to purchase other printers under separate purchase agreements from this vendor or any other vendor.

If at any time the supplier is unable or unwilling to provide the product as outlined in the bid, the supplier or the County may have the option to terminate the agreement with 60 days notice.

**Acceptable Vendors:** Bids will only be accepted for HP brand printers. No other brands will be considered.

**Substitution and Technology Refreshment:** If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Discounts shall be at the same or greater discount level as the original agreement product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

**Estimated Quantities:** Specific details regarding estimated annual volumes are included on the attached bid pricing form. Please note that the quantities listed are estimates only and Hamilton County reserves the right to adjust the quantities up or down based on business needs throughout the term of the contract.

**Equipment Ordering and Delivery:** Vendor must agree to designate one individual as point of contact for all purchase communications. All installation will be done by Hamilton County Information Technology Services.

All orders will be placed by either the Hamilton County Purchasing Department or the Hamilton County Information Technology Services Department. All deliveries will be made to Hamilton County Information Technology Services at 115 E. 7<sup>th</sup> Street, Chattanooga, TN 37402.

Deliveries will be made within 15 business days of receipt of the order. All installation will be done by Hamilton County Information Technology Services. Vendors who cannot guarantee the fifteen (15) day delivery requirement must submit a written exception to this requirement and provide an optional delivery schedule; however preference will be given to vendors who will commit to meeting this requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of this contract.

**Payment:** Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order.

**Contract Termination:** If at any time the supplier is unable or unwilling to provide the product as outlined in the bid, the supplier or the County may have the option to terminate the agreement. The Contract may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of termination.

**Bid Award:** While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award the contract(s) for this bid on an all-or-none basis or on a per line-item basis. This decision will

be made after Hamilton County evaluates all bids and determines which method is more beneficial to the County.

Hamilton County reserves the right to waive any irregularities or reject any or all bids.

**BID SUBMISSION REQUIREMENTS**

The proposer must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on May 13, 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 # 0415-160: HP Laser Printers Unit Price". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Note: Mailing / Delivery Instructions**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0415-160: HP Laser Printers Unit Price Contract from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**COMPLETION OF THE ATTACHED BID PRICING FORM**

Submit your bid as specified on the attached bid pricing form. All prices shall be displayed on a unit price basis. Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response.

**COMPLETION OF THE AUTHORIZATION TO BIND FORM**

Please complete and sign the attached Authorization to Bind form on the page 8.

**QUESTIONS**

Questions concerning product specifications should be directed to:

Bart McKinney  
Director, Hamilton County ITS  
BartM@HamiltonTN.gov  
423-209-6250

Questions concerning bid procedures should be directed to the:

Linda Chumbler  
Senior Buyer, Purchasing Department  
[LindaC@HamiltonTN.gov](mailto:LindaC@HamiltonTN.gov)  
423.209.6353

**ATTACHMENTS**

- Detailed Item Level Bid Specifications
- Hamilton County General Terms & Conditions

**PRINTERS AND SPECIFICATIONS**

**Personal printers (direct attached to PC)**

Black and white: HP LaserJet Pro 400 M401DNE 35PPM 1200dpi 256MB Duplex USB Ethernet Mono Laser Printer

- Up to 35 pages per minute
- 1200 x 1200 dpi Black quality
- Up to 50,000 pages per month
- 256 MB memory
- Automatic Duplex Printing

Color: HP LaserJet Pro M252DW Color Laser Printer 19PPM 600X600DPI USB Network WiFi 256MB

- Up to 19 ppm
- 600 x 600 dpi Black Print Quality
- Ethernet 10/100BaseTX (RJ-45)
- Up to 30,000 pages monthly
- 256 MB Memory
- Automatic Duplex Printing

Multifunction color: HP LaserJet Pro MFP M225dw Up to 26 ppm Monochrome Wireless 802.11b/g/n  
Laser Printer multitasking support

- 4-in-1: Print, Copy, Scan & Fax
- Up to 26 ppm
- 1200 x 1200 dpi Black Print Quality
- Ethernet 10/100BaseTX (RJ-45)
- Up to 15,000 pages monthly
- 256 MB Memory
- Automatic Duplex Printing

Work Group Printers (network attached)

Color: HP LaserJet Pro 400 M451dn Workgroup Up to 21 ppm 600 x 600 dpi Color Print Quality Color Laser  
Printer

- Up to 21 ppm
- 600 x 600 dpi Black Print Quality
- Ethernet 10/100BaseTX (RJ-45)
- Up to 40,000 pages monthly
- 128 MB Memory
- Automatic Duplex Printing

### BID PRICING FORM

1. Hamilton County is seeking a twelve month unit price contract on the following items as detailed in the attached detailed specifications.

Product Category / Description <i>[See attached specifications and notes which follow for additional information]</i>	Catalog Number	Unit Price Bid (\$)
<b>HP LASER PRINTERS</b>		
1. Black and white: HP LaserJet Pro 400 M401DNE 35ppm 1200dpi 256MB Duplex USB Ethernet Mono Laser Printer		
2. Color:HP LaserJet Pro M252DW Color Laser Printer 19PPM 600X600DPI USB Network WiFi 256MB		
2. Multifunction color: HP LaserJet Pro MFP M225dw Up to 26 ppm Monochrome Wireless 802.11b/g/n Laser Printer multitasking support		
4. Color:HP LaserJet Pro 400 M451dn Workgroup Up to 21 ppm 600 x 600 dpi Color Print Quality Color Laser Printer		

2. Please note the following when submitting your bid:
- a. *The County estimates a need for the following: Approximately 100 printers. This is a projection, not a commitment to order. Note that orders will be placed as needed throughout the year and not as one single order.*
  - b. *Hamilton County does not qualify for academic pricing.*
  - c. *If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement under the appropriate line items. Proposed prices for new or revised products shall be constructed for most favored prices. [See Substitution and Technology Refreshment section above for further detail.]*

3. Provide the name of the person you intend to assign as the single point of contact for any purchase communications:

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

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

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

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

4. Indicate your agreement to our product delivery requirement of fifteen (15) days from receipt of order. Please check the appropriate box.

Yes, I agree that I can meet this delivery requirement.

No, I am unable to agree this delivery requirement. If no, please indicate your proposed alternative. \_\_\_\_\_

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

Print Name

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

Print Name

**AUTHORIZATION TO BIND**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

- 22. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
- 23. EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
- 24. INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- 25. 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 0415-160 - Log**  
**HP Printers**

4/29/2015 8:14 AM Eastern

Bids Due Date/Time: 5/13/2015 11:00:00 AM Eastern

**Visible to Vendors:** Currently Visible    **Bids Due:** 5/13/2015 11:00:00 AM Eastern  
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<b>Message Summary</b>		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>
4/29/2015 8:13:45AM	Eastern	Linda Chumbler	<a href="#">0415-160 - HP Printers</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	574	8

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

**Please run the attached ad on April 29, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for HP Printers will be opened at 11:00 AM (ET) on May 13, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



HP Printers  
 ITS Department  
 May 13, 2015 10:30 A.M.

Vendors:	OM Office	RF Young	The IT	Business	Staples Contract	Saitech	Technology	Scan	Virtucom	ABC Laser	Thomas	SHI	SDF	Synergetics	Continental	Odeveloper	Best	Southern	Aprisa	The IT	Communications	My Office	Zones	NovaCopy	Hewlett
	Supply, Inc.	Company	Source	Services	& Commercial	Inc.	Express	Technology	Inc.	USA	Consultants	International	Professional	DCS	Wireless	Inc.	Buy for	Computer	Technology	Source	Professionals	Products	Inc.	Inc.	Packard
		(HC)			Inc.			Inc.			Inc.	Corp.	Computers	Inc.	Inc.		Business	Warehouse	LLC		Inc.	(HC)		(HC)	Company
Black and white: HP LaserJet Pro 400 M401DNE 35ppm 1200dpi 256MB Duplex USB Ethernet Mono Laser Printer	\$250.00	\$315.00	\$235.00	\$249.98	\$276.57	\$220.55	\$247.77	\$252.00	\$252.00	\$297.35	\$291.94	\$230.00	\$285.00	\$276.13	\$310.50	\$336.75	\$275.00	\$273.18	\$272.00	\$254.00	\$244.18	\$244.00	\$245.56	\$287.00	\$244.00
Color:HP LaserJet Pro M252DW Color Laser Printer 19PPM 600X600DPI USB Network WiFi 256MB	\$275.00	\$315.00	\$235.00	\$319.98	\$273.00	\$215.05	\$247.77	\$305.26	\$279.00	\$294.55	\$276.80	\$281.25	\$285.00	\$325.85	\$310.50	\$420.75	\$275.00	\$273.18	\$288.00	\$283.00	\$299.18	\$284.00	\$272.49	\$493.00	\$244.00
Multifunction color HP LaserJet Pro MFP M225dx Up to 26 ppm Monochrome Wireless 802.11b/g/n Laser Printer multitasking support	\$312.00	\$352.00	\$295.00	\$229.98	\$299.05	\$225.45	\$306.65	\$251.00	\$298.00	\$236.55	\$317.52	\$309.19	\$310.00	\$362.20	\$255.50	\$344.10	\$305.00	\$304.66	\$253.00	\$245.00	\$326.90	\$315.00	\$292.09	\$274.00	\$249.00
Color:HP LaserJet Pro 400 M451dn Workgroup Up to 21 ppm 600 x 600 dpi Color Print Quality Color Laser Printer	\$368.00	\$472.00	\$357.00	\$344.98	\$409.85	\$317.25	\$371.88	\$397.08	\$398.00	\$336.35	\$439.39	\$319.85	\$425.00	\$497.56	\$358.00	\$473.25	\$460.00	\$410.23	\$353.00	\$405.00	\$361.90	\$428.00	\$391.67	\$393.00	\$366.00
Delivery:	10 days ARO		2-3 days	5-10 days	Next day	1 day ARO	12-14 bus days	15 days	3-7 days	3-5 days	7-10 days	3-5 bus days	7 days	3-4 bus days	15 days		7-14 days	3-5 bus days	15 days	2-3 days	15 days ARO	15 days	15 days	10 days	21 days
Terms:	Net 30		Net 30	Ne 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	15 days	Net 30	Net 30	Net 30	Min \$1,000 order or \$12.00 per printer on shipping	Net 30	Net 30	Net 30	Subs HP for Konica Minolta	Net 30

Min \$1,000 order or \$15.00 per printer on shipping

Min \$1,000 order or \$12.00 per printer on shipping

Subs HP for Konica Minolta

Request For Bids:	
Newspaper Ad:	4/29/2015
Vendor Notification:	574
Vendor Response:	25
Budgeted:	Various



# Hamilton County Board of Commissioners

## RESOLUTION

No. 615-10

A RESOLUTION ACCEPTING THE BID OF SOUTHERN ATHLETIC FIELDS, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JUNE 3, 2015, THROUGH JUNE 2, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM, FOR INFIELD CLAY MIX FOR THE RECREATION DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing, with the option to renew for one (1) additional one (1) year term, for infield clay mix for the Recreation Department; and,

WHEREAS, the bid from Southern Athletic Fields, Inc. 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 Southern Athletic Fields, Inc. for one (1) year contract pricing, beginning June 3, 2015 through June 2, 2016, with the option to renew for one (1) additional one (1) year term, for infield clay mix for the Recreation Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date

**SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for a one (1) year contract pricing, with the option to renew for one (1) additional one (1) year period, for Athletic Field Infield Clay Mix to be ordered as needed by Hamilton County, Tennessee. This contract pricing will begin on June 3, 2015 through June 2, 2016.

**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 May 12, 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# 0415-159: Infield Clay Mix". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

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

<b><u>DELIVERY ADDRESS</u></b>
Gail B. Roppo
Director of Purchasing
Bid # 0415-159: Infield Clay Mix from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**Contacts:**

Questions concerning product specifications should be directed to Mr. Steve Wilson, Recreation Department, at (423) 842-0177 or (423) 315-3290.

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

**Material Specifications:**

This bid shall be unit prices per cubic yard and a delivered price by the cubic yard. Vendor must show proof of minimum insurance requirements for delivered materials before award of the contract.

Infield clay shall be a consistent, screened mixture of the following material classification and percentages:

- Sand ASTM D422      70% plus
- Silt Clay              30% plus

**Bid Specifications:**

1. One (1) year contract pricing with the option to renew for one (1) additional one (1) year term with the same terms and conditions.
2. Bid price shall be per cubic yard loaded on Hamilton County trucks at your mixing site.
3. Alternate bid price shall be per cubic yard delivered to job sites within Hamilton County.
4. Insurance requirements are required for delivery to site. See insurance requirements listed below.

**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

Bid# 0415-159 Athletic Field Infield Clay Mix  
Hamilton County, Tennessee

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.

Bid# 0415-159 Athletic Field Infield Clay Mix  
Hamilton County, Tennessee

**Pricing Sheet:**

Athletic Field Infield Clay Mix as specified:

- Sand ASTM D422      70% plus
- Silt Clay              30% plus

Per cubic yard:      \$ \_\_\_\_\_

Delivered cubic yard: \$ \_\_\_\_\_

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](mailto:DBE@HamiltonTN.gov)

- 22. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
- 23. EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
- 24. INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
- 25. 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 0415-159 - Log  
Athletic Field Infield Clay Mix**

4/28/2015 7:33 AM Eastern

Bids Due Date/Time: 5/12/2015 11:00:00 AM Eastern

**Visible to Vendors:** Currently Visible **Bids Due:** 5/12/2015 11:00:00 AM Eastern  
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Message Summary

Message Detail

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
4/28/2015 7:33:18AM	Eastern	Linda Chumbler	<a href="#">0415-159 - Athletic Field Infield Clay Mix</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	73	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 April 28, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for Athletic Field Infield Clay Mix will be opened at 11:00 AM (ET) on May 12, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Athletic Field Infield Clay Mix  
 May 12, 2015

Recreation Dept.  
 11:00 A.M.

Vendors:	Southern Athletic Fields, Inc.		Crimson Stone Inc.	
	Cu. yd.	Ton	Cu. yd.	Ton
Price:	\$30.50	\$18.50	\$33.33	\$25.00
Delivered:	\$75.00	\$45.65	\$80.00	\$60.00
Delivery:	10 days		30 days	
Terms:	Net 30		Net 30	
Must be ordered in full truckload 22-24 tons				

Request For Bids:	
Newspaper Ad:	4/28/2015
Vendor Notification:	73
Vendor Response:	2
Budgeted:	Various Budgets



# Hamilton County Board of Commissioners RESOLUTION

No. 615-11

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$188,799.05 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM WITH A CONTRACT PERIOD BEGINNING JULY 01, 2015 AND ENDING JUNE 30, 2016

WHEREAS, the Hamilton County Courts Community Services Program contract with TDOT provides litter and trash collection on right-of-ways of area state highways; and,

WHEREAS, the program provides a valuable alternative to incarceration; and,

WHEREAS, no match is required for this agreement;

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

The County Mayor is hereby authorized to sign a contract, a copy of which is available on request, in the amount of \$188,799.05 with the Tennessee Department of Transportation for the Hamilton County Courts Community Service Program with a contract period beginning July 01, 2015 and ending June 30, 2016.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 615-12

A RESOLUTION ACCEPTING THE QUALIFICATIONS AND FEE SCHEDULES OF AMEC ENVIRONMENTAL & INFRASTRUCTURE INC., GEOSERVICES, LLC, K.S. WARE & ASSOCIATES LLC, MARION ENVIRONMENTAL, INC., MC2 ENGINEERS, MORELAND ALTABELLI ASSOCIATES, INC., PDM ENGINEERING ASSOCIATES, LLC, S&ME, INC., STANTEC CONSULTING, TERRACON, AND THOMPSON ENGINEERING, FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 3, 2015 THROUGH JULY 2, 2016, FOR GEOENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Request for Qualifications (RFQ) were received in response to public advertisement for one (1) year contract pricing for geotechnical, environmental, facilities, construction materials engineering and testing services and related professional services; and,

WHEREAS, the qualifications of AMEC Environmental & Infrastructure, Inc., Geoservices, LLC, K.S. Ware & Associates, LLC, Marion Environmental, Inc., MC2 Engineers, Moreland Altobelli Associates, Inc., PDM Engineering Associates, LLC, S&ME, Inc., Stantec Consulting, Terracon, and Thompson Engineering, were evaluated and approved to perform geoenvironmental consulting services; and,

WHEREAS, the fee schedules of AMEC Environmental & Infrastructure, Inc., Geoservices, LLC, K.S. Ware & Associates, LLC, Marion Environmental, Inc., MC2 Engineers, Moreland Altobelli Associates, Inc., PDM Engineering Associates, LLC, S&ME, Inc. Stantec Consulting, Terracon, and Thompson Engineering are accepted; and,

WHEREAS, there will be 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 qualifications of AMEC Environmental & Infrastructure, Inc., Geoservices, LLC, K.S. Ware & Associates, LLC, Marion Environmental, Inc., MC2 Engineers, Moreland Altobelli Associates, Inc., PDM Engineering Associates, LLC, S&ME, Inc., Stantec Consulting, Terracon, and Thompson Engineering for one (1) year contract pricing, beginning July 3, 2015 through July 2, 2016, for geoenvironmental consulting services, are hereby approved and accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date

**Hamilton County, Tennessee and  
Hamilton County Department of Education**

**Geoenvironmental Consultant Pre-Qualification Process**

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Hamilton County has developed a Pre-Qualification Process to acquire geoenvironmental consulting services. This process places qualified firms on an approved list that Hamilton County can use for respective projects.

Hamilton County may invite firms to submit qualification information to maintain an adequate number of quality firms. The firms will complete the attached Geoenvironmental Consultant Qualification Form.

Approved qualifications shall be good for 1 year.

**Hamilton County, Tennessee and  
Hamilton County Department of Education  
Geoenvironmental Consultant Qualification Form**

**PART 1 GENERAL QUALIFICATIONS**

<b>ENGINEER QUALIFICATIONS</b>			1. SOLICITATION NUMBER <i>(If any)</i>	
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>				
2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET			5. OWNERSHIP	
2c. CITY			a. TYPE	
2d. STATE		2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM <i>(If block 2a is a branch office)</i>	
6b. TELEPHONE NUMBER		6c. E-MAIL ADDRESS		
8a. FORMER FIRM NAME(S) <i>(If any)</i>			8b. YR. ESTABLISHED	8c. DUNS NUMBER

**PART 2 LIST OF EMPLOYEE DISCIPLINES WHO WILL PROVIDE SERVICES**

Additional Team Members may be added to meet specific objectives. Individuals can be counted in only one category.

<b>LIST OF EMPLOYEE DISCIPLINES (WHO WILL PROVIDE SERVICES)</b>		1. SOLICITATION NUMBER <i>(If any)</i>	
A. Discipline	B. Number of Employees		
	1) Local Office	2) Firm (Company)	
Geotechnical Engineering (P.E.)			
Geotechnical – Environmental Professional			
Geologist			
Environmental Scientist			
Engineering Technician / Field Representative			

**PART 3 LOCAL CAPABILITY**

<b>Local Capability</b>	1. SOLICITATION NUMBER <i>(If any)</i>
-------------------------	--

Define capabilities in the following	
Geotechnical Services	
Environmental Services	
Construction Material Engineering & Testing Services	
Facilities Engineering & Assessment	

Services	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
ADDITIONAL NOTES	

## **PART 4 DEMONSTRATED PROJECT EXPERIENCE**

Provide project summaries for 5 to 7 projects of the type anticipated by Hamilton County. Include contact names for each project. Each project summary shall be no more than one page. Attach to this form.

Summarize firm's performance about the following.

- Schedule
- Adherence to budget

## **PART 5 RESUMES**

Provide resumes of key individuals expected to provide services. Each resume shall be no more than two pages. Attach to this form.

Send two (2) resumes per category listed in PART 2.

## **PART 6 CERTIFICATE OF INSURANCE**

Provide Certificate of Insurance for the following:

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
  - a. Premise/Operations
  - b. Explosion, Collapse and Underground Property Damage Hazard (only applicable to the project.)
  - c. Products/Completed Operations
  - d. Contractual
  - e. Independent Contractors
  - f. Broad Form Property Coverage
  - g. 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 Employers' Liability Insurance – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employers' Liability Coverage for \$1,000,000.
  4. Professional Liability Insurance - \$1,000,000 per occurrence or as per project (ultimate loss value per occurrence).

#### Acceptability of Insurers

Insurance is to be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County.

## **PART 7 FEE SCHEDULE**

Complete the attached fee schedule. A fee does not have to be provided for every line item.

**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*

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**FIELD EXPLORATION**

**Drilling and Exploration**

Mobilization - truck		
Local Mobilization	<input type="text"/>	/ea
With Drilling Equipment	<input type="text"/>	/mi
Mobilization - ATV		
Local Mobilization	<input type="text"/>	/ea
With Drilling Equipment	<input type="text"/>	/mi
Clearing and Access		
Mobilization	<input type="text"/>	/ea
Dozer	<input type="text"/>	/hr
Backhoe	<input type="text"/>	/hr
Per Diem	<input type="text"/>	/day
Soil Boring Advancement with SPT		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50+ feet Depth Range	<input type="text"/>	/ft
Extra Split Spoon Sample	<input type="text"/>	/ea
Auger Boring	<input type="text"/>	/ft
Undisturbed Sampling, Shelby tube	<input type="text"/>	/ea
Piston / Pitcher Sampling	<input type="text"/>	/ea
Bulk Samples	<input type="text"/>	/ea
Hourly for Drill Crew		
Specialty Drilling	<input type="text"/>	/hr
Standby	<input type="text"/>	/hr
Rock Coring (N series)		
Coring Setup (per boring)	<input type="text"/>	/loc
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Core Boxes	<input type="text"/>	/ea
Rock Coring (H series)		
Coring Setup (per boring)	<input type="text"/>	/loc
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Core Boxes	<input type="text"/>	/ea
Temporary Piezometer Installation	<input type="text"/>	/ft
Rock Drilling - Air Rotary		
Setup (per boring)	<input type="text"/>	/ea
0 - 50 feet Depth Range	<input type="text"/>	/ft
50-100 feet Depth Range	<input type="text"/>	/ft

Temporary Casing Installation, 6-inch		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Permanent Casing Installation, 6-inch		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Direct Push Rig		
Daily	<input type="text"/>	/day
Macro Core Sleeves	<input type="text"/>	/ea
Prepack Well	<input type="text"/>	/ft
Expendable Tips	<input type="text"/>	/ea
Tubing	<input type="text"/>	/ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	<input type="text"/>	/ea
4"x4"x5' Steel Locking Shroud	<input type="text"/>	/ea
6"x6"x5' Steel Locking Shroud	<input type="text"/>	/ea
8" Flush Shroud	<input type="text"/>	/ea
4" dia. Protective posts	<input type="text"/>	/ea
Well Abandonment - 2" PVC		
Plug in place	<input type="text"/>	/ft
Pad/Shroud Removal	<input type="text"/>	/ea
Minimum Drilling Charge	<input type="text"/>	/project
<b>Boring Grouting</b>		
4 Inch Diameter Boring	<input type="text"/>	/ft
6 Inch Diameter Boring	<input type="text"/>	/ft

**EQUIPMENT USE CHARGE**

**Equipment Usage Charges**

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

**Pumps**

Centrifugal Pump		/day
Peristaltic Pump		/day
Purge Pump		/day

**Meters**

pH Meter		/day
Specific Conductance Meter		/day
DO Meter		/day
ORP Meter		/day
Explosive Gas Meter		/day
Pressure Transducer		/day
Data Logger		/day
Oil/Water Interface Probe		/day
Electric Water Level Indicator		/day

**Supplies**

Bailers		/ea
Petroleum Absorbent Booms		/ea
Drums, 55-gal		/ea
Plastic		/ea

Other:


**GEOTECHNICAL/MATERIALS LABORATORY TESTING**

**Shear Strength Tests**

Unconfined Compression Test	<input type="text"/>	/ea
Triaxial Compression Tests		
UU	<input type="text"/>	/ea
UU - saturated	<input type="text"/>	/ea
CU w/ Pore Pressure Measurement	<input type="text"/>	/ea
CD	<input type="text"/>	/ea

**Classification Tests**

Atterberg Limits	<input type="text"/>	/ea
Particle Size Analysis (2" - #200)	<input type="text"/>	/ea
Particle Size Analysis (1/4" - #200)	<input type="text"/>	/ea
Particle Size Analysis (Hydrometer)	<input type="text"/>	/ea
#200 Wash	<input type="text"/>	/ea

**Consolidation Tests**

Consolidation	<input type="text"/>	/ea
Consolidation with Hysteresis	<input type="text"/>	/ea

**Permeability Tests**

Constant Head	<input type="text"/>	/ea
Controlled Gradient	<input type="text"/>	/ea

**Earthwork Tests**

Compaction Tests (Proctor): Soil, Standard	<input type="text"/>	/ea
Compaction Tests (Proctor): Soil, Modified	<input type="text"/>	/ea
Compaction Tests (Proctor): Stone, Standard	<input type="text"/>	/ea
Compaction Tests (Proctor): Stone, Modified	<input type="text"/>	/ea
Proctor Check Point	<input type="text"/>	/ea
CBR, Soaked - Three points with Plot	<input type="text"/>	/ea

**Miscellaneous Tests**

Separate Moisture Content	<input type="text"/>	/ea
Separate Unit Weight Determination	<input type="text"/>	/ea
Specific Gravity	<input type="text"/>	/ea
pH Determination	<input type="text"/>	/ea
Resistivity	<input type="text"/>	/ea
Remolded Sample Preparation	<input type="text"/>	/ea
Saw Shelby Tube	<input type="text"/>	/ea
Organic Content	<input type="text"/>	/ea

**Concrete Testing**

Compressive Strength (/ specimen made)	<input type="text"/>	/ea
Floor Flatness and Levelness Testing	<input type="text"/>	/sf
Vapor Emission Testing	<input type="text"/>	/test
Compressive Strength of Concrete Cores	<input type="text"/>	/core
Concrete Mix Design Verification	<input type="text"/>	/mix

**Asphalt Testing**

- Asphalt Extraction and Gradation
- Marshall Density, Stability, & Flow
- Theoretical Density and Specific Gravity
- Asphalt Core Density
- Asphalt Core Thickness
- Asphalt Patch (bag)

	/ea

**Masonry**

- Grout Compression Test
- Mortar Cubes
- Compressive Strength/Absorption of Block
- Masonry Composite Compression Test

	/set
	/cube
	/set
	/test

**PROFESSIONAL AND TECHNICAL SUPPORT SERVICES**

Principal/Chief Engineer	/hr
Senior Registered Professional	/hr
Project Registered Professional	/hr
Staff Professional	/hr
Field Professional	/hr
Project Manager	/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	/hr
Steel Inspector NDE, ASNT Level II	/hr
Steel Inspector NDE, ASNT Level III	/hr
Roofing Observer	/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)	
Overtime Multiplier (Weekends)	
Overtime Multiplier (Holidays)	

\* Overtime rates apply to non-exempt employees.

**EXPENSES**

Mileage		/mi
Per Diem		/day
Report Production		/pg
Subcontract Services		% + Cost
Analytical Laboratory Testing		% + Cost
Fuel Surcharge		/mi
Misc. Reimbursable		% + Cost
Other:		


## REQUEST FOR QUALIFICATIONS (RFQ)

Hamilton County, Tennessee is distributing RFQ's to contract for Geoenvironmental Consulting Services. The contracts will establish one (1) year unit pricing for geotechnical, environmental, facilities, construction materials engineering and testing services and related professional services. These services may be contracted for Hamilton County, Tennessee or Hamilton County Department of Education projects over the next year.

Sealed qualification packets will be received in the office of the Hamilton County Purchasing Director, before 2:00 P.M. on May 8, 2015. No packets will be received or accepted after the above specified time.

Submit qualification packet to:

Gail B. Roppo, Director of Purchasing, Hamilton County Purchasing, 455 N. Highland Park Avenue, Chattanooga, Tennessee 37404

Packets may be obtained from the Hamilton County Engineering Department, Development Resource Center, 1250 Market Street, Suite 3050, Chattanooga, TN 37402, (423) 209-7810. The County reserves the right to waive any informalities or to accept or reject any or all responses.

Hamilton County,  
Gail Roppo,  
Purchasing Director

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**Geotech Fees 2015 - 2016**

	S&ME, Inc.		Thompson Engineering		Terracon		GEOservices, LLC		PDM		Marion Environmental Inc.	Moreland Altobelli Associates		MC <sup>2</sup>		Stantec		K.S. Ware & Associates		AMEC	
<b>FIELD EXPLORATION</b>																					
<b>Drilling and Exploration</b>																					
Mobilization - truck																					
Local Mobilization	\$400.00	ea	\$345.00	ea	\$500.00	ea	\$350.00	ea	\$ 400.00	ea	ea	\$400.00	ea	\$ 65.00	ea	\$ 385.00	ea	\$ 275.00	ea	\$ 350.00	ea
With Drilling Equipment	no charge	mi	\$1.73	mi	\$2.00	mi		mi		mi	mi	\$0.00	mi	\$ 0.51	mi	\$ 3.50	mi	\$ 3.15	mi		mi
Mobilization - ATV																					
Local Mobilization	\$550.00	ea	\$550.00	ea	\$700.00	ea	\$500.00	ea	\$ 625.00	ea	ea	\$500.00	ea	\$ 450.00	ea	\$ 605.00	ea	\$ 575.00	ea	\$ 550.00	ea
With Drilling Equipment	no charge	mi	\$2.30	mi	\$3.00	mi		mi		mi	mi	\$0.00	mi	\$ 2.50	mi	\$ 4.50	mi	\$ 3.15	mi		mi
Clearing and Access																					
Mobilization	\$200.00	ea	\$250.00	ea	\$400.00	ea	\$400.00	ea	\$ 275.00	ea	ea	\$300.00	ea	\$ 400.00	ea	\$ 275.00	ea	\$ 575.00	ea	\$ 250.00	ea
Dozer	\$100.00	hr	\$125.50	hr	\$110.00	hr	\$150.00	hr	\$ 150.00	hr	hr	\$100.00	hr	\$ 75.00	hr	\$ 137.50	hr	\$ 125.00	hr	\$ 125.00	hr
Backhoe	\$90.00	hr	\$100.00	hr	\$90.00	hr	\$100.00	hr	\$ 110.00	hr	hr	\$100.00	hr	\$ 75.00	hr	\$ 110.00	hr	\$ 125.00	hr	\$ 100.00	hr
Per Diem	\$150.00	day	\$125.00	day	\$130.00	day		day	\$ 225.00	day	day	\$150.00	day	\$ 120.00	day	\$ 220.00	day	\$ 160.00	day	\$ 200.00	day
Soil Boring Advancement with SPT																					
0 - 50 feet Depth Range	\$12.00	ft	\$11.00	ft	\$11.00	ft	\$9.50	ft	\$ 11.75	ft	ft	\$11.00	ft	\$ 12.50	ft	\$ 11.55	ft	\$ 15.50	ft	\$ 10.50	ft
50+ feet Depth Range	\$16.00	ft	\$14.25	ft	\$14.00	ft	\$10.00	ft	\$ 14.00	ft	ft	\$12.00	ft	\$ 13.50	ft	\$ 13.75	ft	\$ 17.50	ft	\$ 12.50	ft
Extra Split Spoon Sample	\$30.00	ea	\$20.00	ea	\$15.00	ea	\$15.00	ea	\$ 25.00	ea	ea	\$30.00	ea	\$ 10.00	ea	\$ 22.00	ea	\$ 19.25	ea	\$ 20.00	ea
Auger Boring	\$8.00	ft	\$9.50	ft	\$8.00	ft	\$6.00	ft	\$ 8.80	ft	ft	\$9.00	ft	\$ 8.50	ft	\$ 8.80	ft	\$ 11.35	ft	\$ 8.00	ft
Undisturbed Sampling, Shelby tube	\$75.00	ea	\$65.00	ea	\$60.00	ea	\$60.00	ea	\$ 75.00	ea	ea	\$85.00	ea	\$ 85.00	ea	\$ 71.50	ea	\$ 57.50	ea	\$ 65.00	ea
Piston / Pitcher Sampling	\$150.00	ea	\$165.00	ea	\$150.00	ea	\$75.00	ea	\$ 125.00	ea	ea	\$65.00	ea	\$ 85.00	ea	\$ 110.00	ea	\$ -	ea	\$ 100.00	ea
Bulk Samples	\$50.00	ea	\$30.00	ea	\$25.00	ea	\$35.00	ea	\$ 35.00	ea	ea	\$20.00	ea	\$ 30.00	ea	\$ 33.00	ea	\$ 25.00	ea	\$ 30.00	ea
Hourly for Drill Crew																					
Specialty Drilling	\$200.00	hr	\$220.00	hr	\$210.00	hr	\$200.00	hr	\$ 225.00	hr	hr	\$180.00	hr	\$ 225.00	hr	\$ 220.00	hr	\$ -	hr	\$ 200.00	hr
Standby	\$200.00	hr	\$165.00	hr	\$160.00	hr	\$125.00	hr	\$ 140.00	hr	hr	\$150.00	hr	\$ 195.00	hr	\$ 137.50	hr	\$ 160.00	hr	\$ 125.00	hr
Rock Coring (N series)																					
Coring Setup (per boring)	\$250.00	loc	\$220.00	loc	\$125.00	loc	\$150.00	loc	\$ 115.00	loc	loc	\$150.00	loc	\$ 250.00	loc	\$ 110.00	loc	\$ 200.00	loc	\$ 100.00	loc
0 - 50 feet Depth Range	\$50.00	ft	\$40.00	ft	\$37.00	ft	\$35.00	ft	\$ 45.00	ft	ft	\$48.00	ft	\$ 48.00	ft	\$ 44.00	ft	\$ 45.00	ft	\$ 40.00	ft
50 - 100 feet Depth Range	\$50.00	ft	\$42.00	ft	\$40.00	ft	\$42.00	ft	\$ 47.50	ft	ft	\$52.00	ft	\$ 52.00	ft	\$ 46.20	ft	\$ 55.00	ft	\$ 42.00	ft
Core Boxes	no charge	ea	\$11.00	ea	no charge	ea	\$10.00	ea	NC	ea	ea	\$15.00	ea	\$ 35.00	ea	\$ 40.00	ea	\$ 12.00	ea	NC	ea
Rock Coring (H series)																					
Coring Setup (per boring)	\$250.00	loc	\$220.00	loc	\$150.00	loc	\$200.00	loc	\$ 125.00	loc	loc	\$150.00	loc	\$ 225.00	loc	\$ 110.00	loc	\$ 200.00	loc	\$ 100.00	loc
0 - 50 feet Depth Range	\$55.00	ft	\$45.00	ft	\$40.00	ft	\$35.00	ft	\$ 50.00	ft	ft	\$55.00	ft	\$ 48.00	ft	\$ 49.50	ft	\$ 60.00	ft	\$ 45.00	ft
50 - 100 feet Depth Range	\$55.00	ft	\$47.50	ft	\$45.00	ft	\$45.00	ft	\$ 55.00	ft	ft	\$60.00	ft	\$ 52.00	ft	\$ 52.25	ft	\$ 75.00	ft	\$ 47.00	ft
Core Boxes	\$25.00	ea	\$16.50	ea	\$30.75	ea	\$10.00	ea	NC	ea	ea	\$30.00	ea	\$ 35.00	ea	\$ 40.00	ea	\$ 12.00	ea	NC	ea
Temporary Piezometer Installation	\$15.00	ft	\$15.00	ft	\$16.00	ft	\$16.00	ft	\$ 25.00	ft	ft	\$30.00	ft	\$ 22.50	ft	\$ 16.50	ft	\$ 30.00	ft	\$ 15.00	ft
Rock Drilling - Air Rotary																					
Setup (per boring)	\$300.00	ea	\$220.00	ea	\$240.00	ea	\$250.00	ea	\$ 125.00	ea	ea	\$175.00	ea	\$ 350.00	ea	\$ 110.00	ea	\$ 160.00	ea	\$ 100.00	ea
0 - 50 feet Depth Range	\$20.00	ft	\$20.00	ft	\$21.00	ft	\$20.00	ft	\$ 25.00	ft	ft	\$40.00	ft	\$ 38.00	ft	\$ 22.00	ft	\$ 17.50	ft	\$ 20.00	ft
50-100 feet Depth Range	\$25.00	ft	\$22.50	ft	\$24.00	ft	\$25.00	ft	\$ 27.50	ft	ft	\$45.00	ft	\$ 45.00	ft	\$ 24.75	ft	\$ 22.50	ft	\$ 22.50	ft
Temporary Casing Installation, 6-inch																					
0 - 50 feet Depth Range	\$8.00	ft	\$12.50	ft	\$12.00	ft	\$10.00	ft	\$ 15.00	ft	ft	\$8.50	ft	\$ 8.50	ft	\$ 13.75	ft	\$ 22.50	ft	\$ 12.50	ft
50 - 100 feet Depth Range	\$10.00	ft	\$16.50	ft	\$17.00	ft	\$15.00	ft	\$ 15.00	ft	ft	\$9.50	ft	\$ 10.50	ft	\$ 13.75	ft	\$ 25.00	ft	\$ 12.50	ft
Permanent Casing Installation, 6-inch																					
0 - 50 feet Depth Range	\$25.00	ft	\$24.75	ft	\$24.00	ft	\$25.00	ft	\$ 25.00	ft	ft	\$10.00	ft	\$ 35.00	ft	\$ 22.00	ft	\$ -	ft	\$ 20.00	ft
50 - 100 feet Depth Range	\$27.50	ft	\$27.50	ft	\$28.00	ft	\$27.00	ft	\$ 25.00	ft	ft	\$12.00	ft	\$ 47.00	ft	\$ 22.00	ft	\$ -	ft	\$ 20.00	ft
Direct Push Rig																					
Daily	\$1,500.00	day	\$1,600.00	day	\$1,900.00	day	\$1,500.00	day	\$ 1,800.00	day	day	\$1,500.00	day	\$ 12.50	day	\$ 1,760.00	day	\$ 1,500.00	day	\$ 1,600.00	day
Macro Core Sleeves	\$5.00	ea	\$6.00	ea	\$8.00	ea	\$4.50	ea	\$ 7.00	ea	ea	\$50.00	ea	\$ 110.00	ea	\$ 6.60	ea	\$ -	ea	\$ 6.00	ea
Prepack Well	\$25.00	ft	\$22.00	ft	\$26.00	ft	\$20.00	ft	\$ 25.00	ft	ft	\$20.00	ft	\$ 13.00	ft	\$ 22.00	ft	\$ -	ft	\$ 20.00	ft

**Geotech Fees 2015 - 2016**

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Expendable Tips	\$10.00	ea	\$16.50	ea	\$15.00	ea	\$12.00	ea	\$ 6.60	ea		ea	\$50.00	ea	\$ 11.00	ea	\$ 6.60	ea	\$ -	ea	\$ 6.00	ea
Tubing	\$2.00	ft	\$1.10	ft	\$1.40	ft	\$1.00	ft	\$ 0.75	ft		ft	\$5.00	ft	\$ 8.00	ft	\$ 0.55	ft	\$ -	ft	\$ 0.50	ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)0-50	\$22.00	ft	\$22.00	ft	\$30.00	ft	\$20.00	ft	\$ 25.00	ft		ft	\$50.00	ft	\$ 10.00	ft	\$ 22.00	ft	\$ 21.00	ft	\$ 20.00	ft
50 - 100 feet Depth Range	\$22.00	ft	\$24.75	ft	\$36.00	ft	\$20.00	ft	\$ 25.00	ft		ft	\$55.00	ft	\$ 13.00	ft	\$ 22.00	ft	\$ 25.00	ft	\$ 20.00	ft
Rock Surcharge					\$12.00																	
Monitor Well Surface Improvements																						
3'x3' Well Pad	\$350.00	ea	\$330.00	ea	\$370.00	ea	\$300.00	ea	\$ 275.00	ea		ea	\$150.00	ea	\$ 120.00	ea	\$ 275.00	ea	\$ 200.00	ea	\$ 250.00	ea
4"x4"x5' Steel Locking Shroud	\$50.00	ea	\$150.00	ea	\$66.00	ea	\$75.00	ea	\$ 175.00	ea		ea	\$300.00	ea	\$ 250.00	ea	\$ 165.00	ea	\$ -	ea	\$ 150.00	ea
6"x6"x5' Steel Locking Shroud	\$100.00	ea	\$175.00	ea	\$125.00	ea	\$150.00	ea	\$ 200.00	ea		ea	\$500.00	ea	\$ 250.00	ea	\$ 192.50	ea	\$ -	ea	\$ 175.00	ea
8" Flush Shroud	\$75.00	ea	\$82.50	ea	\$68.00	ea	\$75.00	ea	\$ 85.00	ea		ea	\$100.00	ea	\$ 300.00	ea	\$ 82.50	ea	\$ -	ea	\$ 75.00	ea
4" dia. Protective posts	\$50.00	ea	\$100.00	ea	\$76.00	ea	\$75.00	ea	\$ 115.00	ea		ea	\$100.00	ea	\$ 90.00	ea	\$ 110.00	ea	\$ -	ea	\$ 100.00	ea
Well Abandonment - 2" PVC																						
Plug in place	\$9.00	ft	\$8.00	ft	\$10.00	ft	\$8.00	ft	\$ 9.00	ft		ft	\$5.00	ft	\$ 8.00	ft	\$ 8.80	ft	\$ 7.00	ft	\$ 8.00	ft
Pad/Shroud Removal	\$150.00	ea	\$150.00	ea	\$120.00	ea	\$150.00	ea	\$ 165.00	ea		ea	\$200.00	ea	\$ 45.00	ea	\$ 165.00	ea	\$ 125.00	ea	\$ 150.00	ea
Minimum Drilling Charge	\$1,500.00	Proj	\$1,500.00	Proj	\$1,900.00	Proj	\$1,300.00	Proj	\$ 1,750.00	Proj		Proj	\$1,300.00	Proj	\$ 850.00	Proj	\$ 1,650.00	Proj	\$ 1,500.00	Proj	\$ 1,500.00	Proj
<b>Boring Grouting</b>																						
4 Inch Diameter Boring	\$9.00	ft	\$8.80	ft	\$10.00	ft	\$3.00	ft	\$ 6.00	ft		ft	\$8.00	ft	\$ 8.00	ft	\$ 5.50	ft	\$ 8.00	ft	\$ 5.00	ft
6 Inch Diameter Boring	\$11.00	ft	\$11.00	ft	\$12.00	ft	\$4.00	ft	\$ 9.00	ft		ft	\$12.00	ft	\$ 12.00	ft	\$ 8.80	ft	\$ 10.00	ft	\$ 8.00	ft
<b>EQUIPMENT USE CHARGE</b>																						
<b>Equipment Usage Charges</b>																						
Time Domain Electromagnetics	\$500.00																					
Frequency Domain Electromagnetics	\$350.00																					
Electrical Resistivity	\$850.00	day	\$300.00	day	\$600.00	day	\$200.00	day		day		day	\$250.00	day	\$ 1,900.00	day		day	\$ -	day	\$ 75.00	day
Ground Penetrating Radar	\$500.00	day	\$604.00	day	\$1,500.00	day	\$200.00	day		day		day	\$1,000.00	day	\$ 950.00	day		day	\$ 1,600.00	day	\$ 800.00	day
Surface Seismic Array	\$500.00	day	\$180.00	day	\$500.00	day	\$250.00	day		day		day	\$1,500.00	day	\$ 1,800.00	day		day	\$ -	day		day
Down Hole Seismic	\$500.00	day	\$180.00	day	\$2,500.00	day	\$75.00	day		day		day	\$1,200.00	day		day		day	\$ -	day		day
Nuclear Density Gauge	\$35.00	day	\$40.00	day	no charge	day	\$30.00	day		day		day	\$0.00	day	\$ 35.00	day		day	\$ 25.00	day	NC	day
Concrete Testing Equipment	no charge	day	\$40.00	day	no charge	day	no charge	day		day		day	\$0.00	day		day		day	\$ 15.00	day	NC	day
Dynamic Cone Penetrometer	no charge	day	\$21.00	day	no charge	day	no charge	day		day		day	\$0.00	day		day		day	\$ 25.00	day	NC	day
Core Machine	\$100.00	day	\$110.00	day	\$65.00	day	\$100.00	day		day		day	\$400.00	day	\$ 350.00	day		day	\$ 250.00	day	\$ 100.00	day
Core Bit Wear	\$0.50	\$/in/in	\$0.55	\$/in/in	\$1.25	\$/in/in	\$0.25	\$/in/in		\$/in/in		\$/in/in	\$0.50	\$/in/in	\$ 25.00	\$/in/in		\$/in/in	\$ -	\$/in/in	NC	\$/in/in
High Pressure Washer	\$50.00	day	\$100.00	day	\$66.00	day	\$50.00	day	\$ 125.00	day	\$175.00	day	\$100.00	day	\$ 250.00	day	\$ 110.00	day	\$ 50.00	day	\$ 100.00	day
Steam Cleaner	\$125.00	day	\$110.00	day	\$120.00	day	\$100.00	day		day		day	\$100.00	day	\$ 250.00	day		day	\$ -	day		day
Grouting Unit	\$250.00	day	\$220.00	day	\$240.00	day	\$250.00	day		day		day	\$100.00	day	\$ 350.00	day		day	\$ -	day		day
Water Trailer	\$200.00	day	\$220.00	day	\$240.00	day	\$250.00	day		day		day	\$300.00	day	\$ 450.00	day		day	\$ -	day		day
Air Compressor	\$50.00	day	\$220.00	day	\$120.00	day	\$75.00	day	\$ 175.00	day	\$105.00	day	\$300.00	day	\$ 100.00	day	\$ 165.00	day	\$ 115.00	day	\$ 150.00	day
Generator	\$75.00	day	\$55.00	day	\$55.00	day	\$50.00	day	\$ 125.00	day	\$65.00	day	\$100.00	day	\$ 100.00	day	\$ 110.00	day	\$ 75.00	day	\$ 100.00	day
Jackhammer - Electric	\$150.00	day	\$82.50	day	\$85.00	day	\$75.00	day		day		day	\$100.00	day	\$ 450.00	day	\$ 110.00	day	\$ 75.00	day	\$ 100.00	day
Jackhammer - Air	\$150.00	day	\$55.00	day	\$65.00	day	\$50.00	day		day		day	\$120.00	day	\$ 450.00	day	\$ 110.00	day	\$ 50.00	day	\$ 100.00	day
Pickup Truck - 1/2 ton	no charge	day	\$100.00	day	no charge	day	no charge	day		day		day	\$0.00	day	\$ 65.00	day	\$ 110.00	day	\$ 25.00	day	\$ 100.00	day
Pickup Truck - 3/4 ton	n/a	day	\$100.00	day	no charge	day	no charge	day		day	\$120.00	day	\$0.00	day	\$ 65.00	day	\$ 110.00	day	\$ -	day	\$ 100.00	day
Photoionization Detector	\$100.00	day	\$110.00	day	\$125.00	day	\$100.00	day		day	\$85.00	day	\$60.00	day	\$ 140.00	day		day	\$ 15.00	day	\$ 75.00	day
<b>Pumps</b>																						
Centrifugal Pump	\$100.00	day	\$77.00	day	\$85.00	day	\$75.00	day		day		day	\$50.00	day	\$ 75.00	day		day	\$ 60.00	day		day
Peristaltic Pump	\$80.00	day	\$77.00	day	\$85.00	day	\$100.00	day		day		day	\$75.00	day	\$ 75.00	day		day	\$ 75.00	day	\$ 25.00	day
Purge Pump	\$75.00	day	\$77.00	day	\$85.00	day	\$75.00	day		day	\$65.00	day	\$50.00	day	\$ 75.00	day		day	\$ 25.00	day		day
<b>Meters</b>																						
pH Meter	\$50.00	day	\$10.00	day	\$15.00	day	\$25.00	day		day	\$10.00	day	\$15.00	day	\$ 25.00	day		day	\$ 10.00	day	\$ 100.00	day

**Geotech Fees 2015 - 2016**

	S&ME, Inc.		Thompson Engineering		Terracon		GEOservices, LLC		PDM		Marion Environmental Inc.		Moreland Altobelli Associates		MC <sup>2</sup>		Stantec		K.S. Ware & Associates		AMEC	
Specific Conductance Meter	\$50.00	day	\$10.00	day	\$15.00	day	\$100.00	day		day		day	\$75.00	day		day		day	\$ 15.00	day	\$ 100.00	day
DO Meter	\$50.00	day	\$33.00	day	\$75.00	day	nc	day		day	\$25.00	day	\$75.00	day		day		day	\$ 15.00	day	\$ 100.00	day
ORP Meter	\$50.00	day	\$38.50	day	\$50.00	day	\$105.00	day		day		day	\$50.00	day		day		day	\$ 15.00	day	\$ 100.00	day
Explosive Gas Meter	\$75.00	day	\$74.00	day	\$30.00	day	\$120.00	day		day	\$150.00	day	\$50.00	day		day		day	\$ 15.00	day	\$ 50.00	day
Pressure Transducer	\$50.00	day	\$38.50	day	\$20.00	day		day		day		day	\$50.00	day		day		day	\$ 15.00	day	\$ 85.00	day
Data Logger	\$100.00	day	\$82.50	day	\$20.00	day		day		day		day	\$50.00	day		day		day	\$ -	day	\$ 85.00	day
Oil/Water Interface Probe	\$75.00	day	\$71.00	day	\$35.00	day	\$25.00	day		day	\$30.00	day	\$50.00	day	\$ 45.00	day		day	\$ 15.00	day	\$ 45.00	day
Electric Water Level Indicator	\$50.00	day	\$10.50	day	\$25.00	day	\$25.00	day		day	\$20.00	day	\$15.00	day	\$ 25.00	day		day	\$ 10.00	day	\$ 25.00	day
<b>Supplies</b>																						
Bailers	\$15.00	ea	\$11.00	ea	\$12.00	ea	\$15.00	ea		ea	\$10.00	ea	\$4.00	ea	\$ 20.00	ea		ea	\$ 5.00	ea	\$ 8.00	ea
Petroleum Absorbent Booms	no charge	ea	\$55.00	ea	\$75.00	ea	\$50.00	ea	\$ 65.00	ea	\$150.00	ea	\$10.00	ea	\$ 25.00	ea		ea	\$ -	ea		ea
Drums, 55-gal	\$65.00	ea	\$60.50	ea	\$75.00	ea	\$65.00	ea		ea	\$54.00	ea	NA	ea	\$ 110.00	ea	\$ 60.50	ea	\$ 55.00	ea	\$ 55.00	ea
Plastic	no charge	ea	\$0.05	ea	no charge	ea	\$65.00	ea		ea	\$97.00	ea	NA	ea	\$ 85.00	ea		ea	\$ -	ea		ea
Other:							\$0.10															
ph/Spec Cond/DO/ORP all-in-one	NC																					
Horbia U22 with Flow Thru Cell					NC																	
Mobilization of Air Rotary Rig					NC																	
Field Supplies	\$1.15	cost X																				
Other Equipment							cost + 10%	cost X														
* Windsor Probe or Swiss Hammer																						
<b>GEOTECHNICAL/MATERIALS LABORATORY</b>																						
<b>Shear Strength Tests</b>																						
Unconfined Compression Test	\$125.00	ea	\$94.00	ea	\$85.00	ea	\$75.00	ea	\$ 60.00	ea		ea	\$90.00	ea	\$ 100.00	ea	\$ 60.00	ea	\$ 62.50	ea	\$ 50.00	ea
Triaxial Compression Tests																						
UU	\$450.00	ea	\$312.00	ea	\$125.00	ea	\$450.00	ea	\$ 120.00	ea		ea	\$120.00	ea	\$ 150.00	ea	\$ 145.00	ea	\$ 370.00	ea	\$ 150.00	ea
UU - saturated	\$600.00	ea	\$417.00	ea	\$175.00	ea		ea	\$ 160.00	ea		ea	\$150.00	ea	\$ 175.00	ea	\$ 198.00	ea	\$ 420.00	ea	\$ 150.00	ea
CU w/ Pore Pressure Measurement	\$800.00	ea	\$1,050.00	ea	\$950.00	ea	\$850.00	ea	\$ 405.00	ea		ea	\$250.00	ea	\$ 400.00	ea	\$ 850.00	ea	\$ 820.00	ea	\$ 300.00	ea
CD	\$800.00	ea	\$660.00	ea	\$1,050.00	ea	\$850.00	ea	\$ 600.00	ea		ea	\$400.00	ea	\$ 400.00	ea	\$ 825.00	ea	\$ 435.00	ea	\$ 300.00	ea
<b>Classification Tests</b>																						
Atterberg Limits	\$85.00	ea	\$75.00	ea	\$75.00	ea	\$60.00	ea	\$ 105.00	ea		ea	\$60.00	ea	\$ 95.00	ea	\$ 60.00	ea	\$ 60.00	ea	\$ 68.00	ea
Particle Size Analysis (2" - #200)	\$100.00	ea	\$58.00	ea	\$90.00	ea	\$50.00	ea	\$ 105.00	ea		ea	\$50.00	ea	\$ 65.00	ea	\$ 65.00	ea	\$ 85.00	ea	\$ 75.00	ea
Particle Size Analysis (1/4" - #200)	\$100.00	ea	\$58.00	ea	\$90.00	ea	\$40.00	ea	\$ 105.00	ea		ea	\$50.00	ea	\$ 65.00	ea	\$ 65.00	ea	\$ 85.00	ea	\$ 50.00	ea
Particle Size Analysis (Hydrometer)	\$145.00	ea	\$115.50	ea	\$95.00	ea	\$75.00	ea	\$ 90.00	ea		ea	\$100.00	ea	\$ 35.00	ea	\$ 85.00	ea	\$ 110.00	ea	\$ 150.00	ea
#200 Wash	\$53.00	ea	\$35.00	ea	\$60.00	ea	\$40.00	ea	\$ 60.00	ea		ea	\$45.00	ea	\$ 65.00	ea	\$ 85.00	ea	\$ 60.00	ea	\$ 30.00	ea
<b>Consolidation Tests</b>																						
Consolidation	\$400.00	ea	\$344.50	ea	\$380.00	ea	\$400.00	ea	\$ 500.00	ea		ea	\$500.00	ea	\$ 400.00	ea	\$ 375.00	ea	\$ 350.00	ea	\$ 300.00	ea
Consolidation with Hysteresis	\$500.00	ea	\$413.50	ea	\$480.00	ea		ea	\$ 550.00	ea		ea	\$550.00	ea	\$ 450.00	ea	\$ 528.00	ea	\$ -	ea		ea
<b>Permeability Tests</b>																						
Constant Head	\$375.00	ea	\$115.50	ea	\$200.00	ea	\$225.00	ea	\$ 275.00	ea		ea	\$250.00	ea	\$ 300.00	ea	\$ 300.00	ea	\$ 350.00	ea	\$ 150.00	ea
Controlled Gradient	\$375.00	ea	\$304.50	ea	\$200.00	ea	\$225.00	ea		ea		ea	\$350.00	ea	\$ 300.00	ea	\$ 335.00	ea	\$ 250.00	ea		ea
<b>Earthwork Tests</b>																						
Compaction Tests (Proctor): Soil, Standard	\$130.00	ea	\$86.00	ea	\$145.00	ea	\$90.00	ea	\$ 166.75	ea		ea	\$110.00	ea	\$ 95.00	ea	\$ 175.00	ea	\$ 145.00	ea	\$ 150.00	ea
Compaction Tests (Proctor): Soil, Modified	\$173.00	ea	\$97.50	ea	\$160.00	ea	\$125.00	ea	\$ 184.00	ea		ea	\$120.00	ea	\$ 110.00	ea	\$ 235.00	ea	\$ 155.00	ea	\$ 150.00	ea
Compaction Tests (Proctor): Stone, Standard	\$150.00	ea	\$134.50	ea	\$145.00	ea	\$90.00	ea	\$ 166.75	ea		ea	\$130.00	ea	\$ 95.00	ea	\$ 230.00	ea	\$ 145.00	ea	\$ 150.00	ea
Compaction Tests (Proctor): Stone, Modified	\$200.00	ea	\$145.00	ea	\$160.00	ea	\$150.00	ea	\$ 184.00	ea		ea	\$140.00	ea	\$ 110.00	ea	\$ 300.00	ea	\$ 155.00	ea	\$ 150.00	ea
Proctor Check Point	no charge	ea	\$30.00	ea	\$40.00	ea	\$40.00	ea	\$ 46.00	ea		ea	\$20.00	ea	\$ 30.00	ea	\$ 49.50	ea	\$ 65.00	ea	\$ 100.00	ea
CBR, Soaked - Three points with Plot	\$500.00	ea	\$399.00	ea	\$615.00	ea	\$400.00	ea	\$ 707.25	ea		ea	\$450.00	ea	\$ 325.00	ea	\$ 49.50	ea	\$ 350.00	ea	\$ 450.00	ea
<b>Miscellaneous Tests</b>																						
Separate Moisture Content	\$15.00	ea	\$11.50	ea	\$10.00	ea	\$5.00	ea	\$ 11.50	ea		ea	\$10.00	ea	\$ 8.00	ea	\$ 8.50	ea	\$ 7.00	ea	\$ 10.00	ea

**Geotech Fees 2015 - 2016**

	S&ME, Inc.		Thompson Engineering		Terracon		GEOservices, LLC		PDM		Marion Environmental Inc.	Moreland Altobelli Associates		MC <sup>2</sup>		Stantec		K.S. Ware & Associates		AMEC		
Separate Unit Weight Determination	\$53.00	ea	\$35.00	ea	\$20.00	ea	\$35.00	ea	\$ 23.00	ea	ea	\$30.00	ea	\$ 15.00	ea	\$ 45.00	ea	\$ 55.00	ea	\$ 50.00	ea	
Specific Gravity	\$89.00	ea	\$69.00	ea	\$75.00	ea	\$65.00	ea	\$ 103.50	ea	ea	\$60.00	ea	\$ 60.00	ea	\$ 45.00	ea	\$ 55.00	ea	\$ 75.00	ea	
pH Determination	\$45.00	ea	\$45.00	ea	\$40.00	ea	\$35.00	ea	\$ 46.00	ea	ea	\$20.00	ea	\$ 12.00	ea	\$ 44.00	ea	\$ 15.00	ea	\$ 50.00	ea	
Resistivity	\$120.00	ea	\$73.50	ea	\$85.00	ea	\$60.00	ea		ea	ea	\$45.00	ea	\$ 82.50	ea	\$ 40.00	ea	\$ 50.00	ea		ea	
Remolded Sample Preparation	\$50.00	ea	\$30.00	ea	\$35.00	ea	\$50.00	ea	\$ 51.75	ea	ea	\$75.00	ea	\$ 40.00	ea	\$ 50.00	ea	\$ 60.00	ea	\$ 50.00	ea	
Saw Shelby Tube	\$25.00	ea	\$10.00	ea	\$15.00	ea	no charge	ea	\$ 17.25	ea	ea		ea	\$ 40.00	ea	\$ 45.00	ea	\$ 60.00	ea	\$ 50.00	ea	
Organic Content	\$95.00	ea	\$35.00	ea	\$55.00	ea	\$40.00	ea		ea	ea	\$55.00	ea	\$ 28.00	ea	\$ 45.00	ea	\$ 55.00	ea	\$ 50.00	ea	
<b>Concrete Testing</b>																						
Compressive Strength (/ specimen made)	\$12.50	ea	\$14.00	ea	\$14.00	ea	\$10.00	ea	\$ 20.00	ea	ea	\$12.00	ea	\$ 9.00	ea	\$ 18.00	ea	\$ 12.00	ea	\$ 12.00	ea	
Floor Flatness and Levelness Testing	\$0.07	sf	\$0.15	sf	\$0.11	sf	\$0.50	sf	\$ 0.15	sf	sf	\$0.15	sf	\$ 5.00	sf	\$ 0.20	sf	\$ -	sf		sf	
Vapor Emission Testing	\$45.00	test	\$110.00	test	\$65.00	test	\$150.00	test	\$ 60.00	test	test	\$80.00	test	\$ 25.00	test	\$ 82.50	test	\$ -	test	\$ 25.00	test	
Compressive Strength of Concrete Cores	\$15.00	core	\$33.00	core	\$30.00	core	\$15.00	core	\$ 45.00	core	core	\$15.00	core	\$ 9.00	core	\$ 70.00	core	\$ 25.00	core	\$ 30.00	core	
Concrete Mix Design Verification	\$350.00	mix	\$245.00	mix	\$460.00	mix	\$500.00	mix	\$ 350.00	mix	mix	\$350.00	mix	\$ 450.00	mix	\$ 550.00	mix	\$ 300.00	mix	\$ 140.00	mix	
<b>Asphalt Testing</b>																						
Asphalt Extraction and Gradation	\$150.00	ea	\$275.00	ea	\$150.00	ea	\$150.00	ea	\$ 350.00	ea	ea	\$120.00	ea	\$ 200.00	ea	\$ 180.00	ea	\$ 65.00	ea	\$ 250.00	ea	
Marshall Density, Stability, & Flow	\$200.00	ea	\$370.00	ea	\$150.00	ea	\$115.00	ea	\$ 175.00	ea	ea	\$200.00	ea	\$ 150.00	ea	\$ 165.00	ea	\$ 250.00	ea	\$ 250.00	ea	
Theoretical Density and Specific Gravity	\$125.00	ea	\$150.00	ea	\$160.00	ea	\$40.00	ea	\$ 175.00	ea	ea	\$20.00	ea	\$ 135.00	ea	\$ 176.00	ea	\$ 210.00	ea	\$ 80.00	ea	
Asphalt Core Density	\$25.00	ea	\$32.50	ea	\$32.50	ea	\$30.00	ea	\$ 40.00	ea	ea	\$15.00	ea	\$ 20.00	ea	\$ 40.00	ea	\$ 5.00	ea	\$ 40.00	ea	
Asphalt Core Thickness	no charge	ea	\$6.00	ea	\$10.00	ea	\$30.00	ea	\$ 10.00	ea	ea	\$10.00	ea	\$ 20.00	ea	\$ 40.00	ea	\$ 15.00	ea	\$ 5.00	ea	
Asphalt Patch (bag)	\$10.00	ea	\$12.00	ea	\$50.00	ea	\$20.00	ea	\$ 50.00	ea	ea	\$50.00	ea	\$ 15.00	ea	\$ 50.00	ea	\$ 20.00	ea	\$ 10.00	ea	
<b>Masonry</b>																						
Grout Compression Test	\$60.00	set	\$53.00	set	\$60.00	set	\$45.00	set	\$ 110.00	set	set	\$45.00	set	\$ 27.00	set	\$ 12.00	set	\$ 15.00	set	\$ 15.00	set	
Mortar Cubes	\$10.00	cube	\$13.50	cube	\$15.00	cube	\$15.00	cube	\$ 25.00	cube	cube	\$45.00	cube	\$ 27.00	cube	\$ 12.00	cube	\$ 15.00	cube	20/sets of 3	cube	
Compressive Strength/Absorption of Block	\$100.00	set	\$60.00	set	\$300.00	set	\$55.00	set		set	set	\$60.00	set	\$ 45.00	set	\$ 115.00	set	\$ 295.00	set	\$ 465.00	set	
Masonry Composite Compression Test	\$45.00	test	\$125.00	test	\$125.00	test	\$200.00	test		test	test	\$400.00	test	\$ 45.00	test	\$ 135.00	test	\$ 250.00	test		test	
<b>PROFESSIONAL AND TECHNICAL SUPPLY</b>																						
Principal/Chief Engineer	\$175.00	hr	\$165.00	hr	\$175.00	hr	\$125.00	hr	\$ 150.00	hr	\$150.00	hr	\$120.00	hr	\$ 160.00	hr	\$ 190.00	hr	\$ 180.00	hr	\$ 165.00	hr
Senior Registered Professional	\$140.00	hr	\$140.00	hr	\$165.00	hr	\$125.00	hr	\$ 125.00	hr	\$90.00	hr	\$120.00	hr	\$ 145.00	hr	\$ 160.00	hr	\$ 135.00	hr	\$ 140.00	hr
Project Registered Professional	\$125.00	hr	\$120.00	hr	\$125.00	hr	\$100.00	hr	\$ 125.00	hr	\$80.00	hr	\$105.00	hr	\$ 120.00	hr	\$ 100.00	hr	\$ 105.00	hr	\$ 115.00	hr
Staff Professional	\$95.00	hr	\$95.00	hr	\$95.00	hr	\$70.00	hr	\$ 90.00	hr	\$70.00	hr	\$75.00	hr	\$ 85.00	hr	\$ 85.00	hr	\$ 95.00	hr	\$ 95.00	hr
Field Professional	\$85.00	hr	\$85.00	hr	\$85.00	hr	\$70.00	hr	\$ 75.00	hr	\$70.00	hr	\$60.00	hr	\$ 65.00	hr	\$ 70.00	hr	\$ 75.00	hr	\$ 65.00	hr
Project Manager	\$110.00	hr	\$120.00	hr	\$110.00	hr	\$100.00	hr	\$ 125.00	hr	\$90.00	hr	\$85.00	hr	\$ 85.00	hr	\$ 140.00	hr	\$ 145.00	hr	\$ 125.00	hr
Health and Safety Specialist	\$95.00	hr	\$110.00	hr	\$85.00	hr	\$75.00	hr		hr	\$80.00	hr	\$90.00	hr	\$ 120.00	hr	\$ 125.00	hr	\$ 120.00	hr	\$ 75.00	hr
Senior Environmental Specialist	\$140.00	hr	\$115.00	hr	\$115.00	hr	\$100.00	hr		hr	\$75.00	hr	\$90.00	hr	\$ 95.00	hr	\$ 130.00	hr	\$ 110.00	hr	\$ 110.00	hr
Project Environmental Specialist	\$125.00	hr	\$100.00	hr	\$95.00	hr	\$85.00	hr	\$ 100.00	hr	\$85.00	hr	\$80.00	hr	\$ 85.00	hr	\$ 100.00	hr	\$ 90.00	hr	\$ 85.00	hr
Staff Environmental Specialist	\$85.00	hr	\$90.00	hr	\$85.00	hr	\$75.00	hr	\$ 85.00	hr	\$65.00	hr	\$80.00	hr	\$ 85.00	hr	\$ 65.00	hr	\$ 80.00	hr	\$ 75.00	hr
Senior Industrial Hygienist	\$135.00	hr	\$130.00	hr	\$115.00	hr	\$125.00	hr		hr		hr	\$0.00	hr	\$ 160.00	hr	\$ 140.00	hr	\$ -	hr	\$ 110.00	hr
Industrial Hygienist	\$105.00	hr	sub	hr	\$95.00	hr	\$100.00	hr		hr		hr	\$0.00	hr	\$ 120.00	hr	\$ 125.00	hr	\$ -	hr	\$ 85.00	hr
Senior Ecologist	\$140.00	hr	\$115.00	hr	\$115.00	hr		hr		hr		hr	\$82.00	hr		hr	\$ 130.00	hr	\$ -	hr	\$ 110.00	hr
Staff Ecologist	\$85.00	hr	\$75.00	hr	\$95.00	hr		hr		hr		hr	\$70.00	hr		hr	\$ 95.00	hr	\$ -	hr	\$ 75.00	hr
Senior Archaeologist	\$140.00	hr	sub	hr	\$105.00	hr	\$100.00	hr		hr		hr	\$100.00	hr		hr	\$ -	hr	\$ -	hr	\$ 110.00	hr
Staff Archaeologist	\$85.00	hr	sub	hr	\$90.00	hr	\$90.00	hr		hr		hr	\$70.00	hr		hr	\$ -	hr	\$ -	hr	\$ 75.00	hr
Technical Administrator	\$50.00	hr	\$65.00	hr	\$50.00	hr	\$45.00	hr	\$ 50.00	hr		hr	\$65.00	hr	\$ 50.00	hr	\$ -	hr	\$ 60.00	hr	\$ 75.00	hr
CAD Technician I	\$45.00	hr	\$60.00	hr	\$55.00	hr	\$50.00	hr	\$ 70.00	hr	\$65.00	hr	\$65.00	hr	\$ 45.00	hr	\$ 65.00	hr	\$ 65.00	hr	\$ 55.00	hr
CAD Technician II	\$65.00	hr	\$70.00	hr	\$65.00	hr		hr	\$ 85.00	hr	\$70.00	hr	\$50.00	hr	\$ 55.00	hr	\$ 80.00	hr	\$ 85.00	hr	\$ 65.00	hr
Steel Inspector, CWI	\$85.00	hr	\$50.00	hr	\$95.00	hr	\$80.00	hr		hr		hr	\$85.00	hr	\$ 65.00	hr	\$ -	hr	\$ 75.00	hr		hr
Steel Inspector NDE, ASNT Level II	\$65.00	hr	\$55.00	hr	\$95.00	hr	\$95.00	hr		hr		hr	\$85.00	hr	\$ 75.00	hr	\$ -	hr	\$ 70.00	hr		hr
Steel Inspector NDE, ASNT Level III	\$85.00	hr	\$65.00	hr	\$105.00	hr		hr		hr		hr	\$95.00	hr	\$ 75.00	hr	\$ -	hr	\$ 100.00	hr		hr

Geotech Fees 2015 - 2016

	S&ME,Inc.		Thompson Engineering		Terracon		GEOservices, LLC		PDM		Marion Environmental Inc.		Moreland Altobelli Associates		MC <sup>2</sup>		Stantec		K.S. Ware & Associates		AMEC	
Roofing Observer	\$85.00	hr	\$80.00	hr	\$95.00	hr	\$125.00	hr		hr		hr	\$100.00	hr		hr	\$ -	hr	\$ -	hr		hr
Registered Roofing Consultant	\$85.00	hr	\$150.00	hr	na	hr	NA	hr		hr		hr	\$0.00	hr	\$ -	hr	\$ -	hr	\$ -	hr		hr
Principal Roofing Consultant	NA	hr	\$140.00	hr	na	hr	NA	hr		hr		hr	\$0.00	hr	\$ -	hr	\$ -	hr	\$ -	hr		hr
Project Roofing Consultant	NA	hr	\$105.00	hr	na	hr	NA	hr		hr		hr	\$0.00	hr	\$ -	hr	\$ -	hr	\$ -	hr		hr
Senior Special Inspector	\$60.00	hr	\$110.00	hr	\$75.00	hr	\$90.00	hr		hr		hr	\$90.00	hr	\$ 65.00	hr	\$ -	hr	\$ 120.00	hr	\$ 75.00	hr
Special Inspector	\$55.00	hr	\$80.00	hr	\$60.00	hr	\$50.00	hr		hr		hr	\$90.00	hr	\$ 55.00	hr	\$ -	hr	\$ -	hr		hr
Senior Engineering Technician	\$45.00	hr	\$65.00	hr	\$55.00	hr	\$40.00	hr	\$ 75.00	hr		hr	\$65.00	hr	\$ 55.00	hr	\$ 90.00	hr	\$ 55.00	hr	\$ 75.00	hr
Engineering Technician	\$38.00	hr	\$50.00	hr	\$41.00	hr	\$32.00	hr	\$ 60.00	hr		hr	\$60.00	hr	\$ 48.00	hr	\$ 80.00	hr	\$ 40.00	hr		hr
Senior Environmental Technician	\$65.00	hr	\$65.00	hr	\$75.00	hr	\$65.00	hr	\$ 75.00	hr		hr	\$75.00	hr	\$ 55.00	hr	\$ 100.00	hr	\$ 65.00	hr		hr
Environmental Technician	\$45.00	hr	\$50.00	hr	\$65.00	hr	\$55.00	hr	\$ 60.00	hr	\$50.00	hr	\$60.00	hr	\$ 45.00	hr	\$ 80.00	hr	\$ 45.00	hr	\$ 65.00	hr
Overtime Multiplier (over 8 hrs/day)	1.5		1.3		1.5		1.5		1.50		1.5		1.15		1.25		1.50		1.50		1.50	
Overtime Multiplier (Weekends)	1.5		1.3		1.5		1.5		1.50		1.5		1.15		1.25		1.50		1.50		1.50	
Overtime Multiplier (Holidays)	1.5		1.5		1.75		1.5		2.00		2		1.15		1.25		1.50		2.00		1.50	
* Overtime rates apply to non-exempt empl																						
<b>EXPENSES</b>																						
Mileage	\$0.90	mi	\$0.67	mi	\$0.58	mi	\$0.50	mi	\$ 0.52	mi	\$0.60	mi		mi	\$ 0.51	mi	\$ 0.58	mi	\$ 0.60	mi	\$ 0.57	mi
Mileage(Out of county)					\$20.00										\$ -							
Per Diem	NA	day	\$125.00	day	\$130.00	day	no charge	day	\$ 125.00	day	\$85.00	day		day	\$ 150.00	day	\$ 56.00	day	\$ 160.00	day		day
Report Production	NA	pg	\$0.08	pg	\$0.20	pg	no charge	pg		pg		pg		pg	\$ 0.15	pg		pg		pg	\$ 0.02	pg
Subcontract Services	15%	plus cos	12%	plus cost	15%	plus cost	8%	plus cos	12.00%	plus cost	20%	plus cost		plus cost	10.00%	plus cost	10.00%	plus cost	15.00%	plus cost	5.00%	plus cost
Analytical Laboratory Testing	15%	plus cos	12%	plus cost	15%	plus cost	8%	plus cos	10.00%	plus cost	20%	plus cost		plus cost	10.00%	plus cost	10.00%	plus cost	15.00%	plus cost	5.00%	plus cost
Fuel Surcharge	NA	mi	NA	mi	no charge	mi	no charge	mi		mi	variable	mi		mi	8.00	mi		mi	0.00	mi		mi
Misc. Reimbursable	15%	plus cos	12%	plus cost	15%	plus cost	10%	plus cos	12.00%	plus cost	20%	plus cost		plus cost	10.00%	plus cost	10.00%	plus cost	15.00%	plus cost	5.00%	plus cost
Other:																						
GIS Specialist	\$125.00																					
Other	\$95																					
Shear Wave Velocity Profiling					\$2,500.00	day																
Seismic Site Class Determination (ReMi)					\$2,300.00	day																
Seismic Refraction Survey					\$2,500.00	day																
Site Specific Seismic Hazard Analysis					Var.																	
Ground Penetrating Radar					\$1,900.00	day																
Impact Echo					Var.																	
Cross Hole Sonic Logging					Var.																	
Pile Drive Analysis					\$1,875.00	day																
Pile Integrity Testing					\$1,775.00	day																
Instrumentation					Var.																	
** Costs for subcontract services that are n																						
Daylighting																						
20k waterblaster & operator											\$156.00	hr										
Guzzler & Operator											\$156.00	hr										



## Hamilton County Board of Commissioners RESOLUTION

No. 615-13

A RESOLUTION ACCEPTING THE BID OF J&J CONTRACTORS, INC. FOR CONSTRUCTION OF THE TRI-COMMUNITY VOLUNTEER FIRE DEPARTMENT STATION 3 AMOUNTING TO \$2,833,700 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for construction of the Tri-Community Volunteer Fire Department Station 3; and,

WHEREAS, the bid from J&J Contractors, Inc. amounting to \$2,833,700 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 J&J Contractors, Inc. for construction of the Tri-Community Volunteer Fire Department Station 3 amounting to \$2,833,700 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

June 3, 2015

\_\_\_\_\_  
Date



HEFFERLIN + KRONENBERG ARCHITECTS PLLC

525 West Main Street Chattanooga, TN 37402 Tel 423 266 3656 Fax 423 266 3357

May 12, 2015

Ms. Gail Roppo, Director  
Hamilton County Purchasing Department  
117 East Seventh Street, 5th Floor Newell Tower  
Chattanooga, Tennessee 37402

**Subject: Tri-Community Volunteer Fire Department – Station 3**  
Hamilton County Project No: 14-903

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department on May 12, 2015 at 10:00 am. The total bid plus alternates for each bidder are shown below. Itemized prices are listed in the attached Bid Tabulation and Summary of Proposals.

P&C Construction, Inc.	\$3,136,162
Winesett-Hill Constructors	No Bid Submitted
Construction Consultants	\$2,956,000
Helton Construction	\$3,060,000
J&J Contractors, Inc.	\$2,833,700
Wilson Construction Group, LLC	\$3,340,000

The bid of J&J Contractors, Inc. is considered to be competitive and in line with present construction pricing levels. J&J Contractors, Inc. is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to J&J Contractors, Inc. Furthermore, it is recommended that both Alternates No. 1 and No. 2 be accepted.

Sincerely,

Gabriel Wheeler, AIA, NCARB  
Project Architect  
Hefferlin + Kronenberg Architects, PLLC

Attachment: Bid Tabulation  
cc: file

LEGAL AD

Please run the attached ad on Thursday, April 9, 2015

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before **10:00 AM (ET), on Thursday, May 12, 2015** for the following construction project: Tri-Community Volunteer Fire Department – Station No. 3 – Hamilton County Project #14-903.

The project consists of the new construction of a 13,620 square-foot pre-engineered metal structure & roof, metal stud & CMU infill walls with a brick veneer base and metal wall panels, on a concrete slab & shallow foundation, which will be located at 11115 Park Place, Apison, TN.

A Mandatory Pre-Bid Meeting will be held on **Thursday April 23, 2015 at 10:00 AM (ET)** at Conference Room C, 455 N Highland Park, Chattanooga, TN 37404.

Bidding documents will be distributed by: Hefferlin Kronenberg Architects, PLLC. at 525 West Main Street, Chattanooga, TN 37402, Phone Number 423-266-3656. Plans will be distributed upon receipt of a certified or cashier's check payable to Hefferlin Kronenberg Architects, PLLC in the amount of \$100.00.



Bid Tab		Page 1 of 1	Pursuant to the Invitation to Bid extended for the <b>TRI-COMMUNITY VOLUNTEER FIRE DEPARTMENT - STATION 3</b> Hamilton County Project # 14-903						Presiding Official <i>Linda Chumbler</i>	
Bids opened in <b>Chattanooga TN</b>		How many <b>addenda</b> issued: <b>2</b>	bids and modifications must have been received here by <b>10:00 AM Eastern Time / Tuesday, May 12, 2015</b> I, thus declare the bidding closed, and now will proceed to open and read bids and modifications which have been received.						Designer represented by <b>Gabriel Wheeler</b>	
		Contract Time <b>8 months</b>							Owner represented by <b>Linda Chumbler</b>	
		Liquidated Damages <b>\$500 per day</b>								
Regulated Subcontractors	Bidders (name, city, license number)	Addn Ack	Bid Secur	Unit Prices	Base Bid	Alt #1	Alt #2	Alt #3	Alt #4	Other notations
Electrical Lawson Electric Plumbing PLH Plumbing HVAC Archer Air Conditioning Geotherm N/A Masonry Adams Masonry	Name <b>P&amp;C Construction, Inc.</b> City Chattanooga TN License Number <b>37025</b>	X	X	N/A	<b>\$3,033,074</b>	<b>\$76,533</b> Base+Alt.1= \$3,109,607	<b>\$26,555</b> Base+Alt.1+Alt.2= \$3,136,162	N/A	N/A	
Electrical Plumbing HVAC Geotherm N/A Masonry	Name <b>Winesett-Hill Constructors</b> City Chattanooga TN License Number			N/A	<b>NO BID SUBMITTED</b>			N/A	N/A	
Electrical Lawson Electric Plumbing PLH Plumbing HVAC Modern Heating & AC Geotherm N/A Masonry Adams Masonry	Name <b>Construction Consultants</b> City Chattanooga TN License Number <b>20042</b>	X	X	N/A	<b>\$2,823,000</b>	<b>\$98,000</b> Base+Alt.1= \$2,921,000	<b>\$35,000</b> Base+Alt.1+Alt.2= \$2,956,000	N/A	N/A	
Electrical Lawson Electric Plumbing PLH Plumbing HVAC Modern Heating & AC Geotherm N/A Masonry Adams Masonry	Name <b>Helton Construction</b> City Chattanooga TN License Number <b>35922</b>	X	X	N/A	<b>\$2,955,000</b>	<b>\$75,000</b> Base+Alt.1= \$3,030,000	<b>\$30,000</b> Base+Alt.1+Alt.2= \$3,060,000	N/A	N/A	Deduct of \$45,000 listed on envelope. Base bid amount listed here reflects deduct.
Electrical Lawson Electric Plumbing PLH Plumbing HVAC Modern Heating & AC Geotherm N/A Masonry Elite Masonry	Name <b>J&amp;J Contractors, Inc.</b> City Chattanooga TN License Number <b>17731</b>	X	X	N/A	<b>\$2,790,000</b>	<b>\$20,000</b> Base+Alt.1= \$2,810,000	<b>\$23,700</b> Base+Alt.1+Alt.2= \$2,833,700	N/A	N/A	
Electrical Webb PHE Plumbing Webb PHE HVAC Webb PHE Geotherm N/A Masonry Wilson Construction Group	Name <b>Wilson Construction Group, LLC</b> City Athens TN License Number <b>53598</b>	X	X	N/A	<b>\$3,300,000</b>	<b>\$40,000</b> Base+Alt.1= \$3,340,000	<b>\$0</b> Base+Alt.1+Alt.2= \$3,340,000	N/A	N/A	

Note: Contractor highlighted in gray represents apparent low bidder.



## Hamilton County Board of Commissioners RESOLUTION

No. 615-14

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TO EXECUTE AND CREATE A STREAM AND WETLANDS CONSERVATION EASEMENT UPON PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA, DESIGNATING HAMILTON COUNTY PARKS AND RECREATION AS THE HOLDER OF SAID EASEMENT LOCATED WITHIN THE ENTERPRISE SOUTH INDUSTRIAL PARK**

**WHEREAS,** Hamilton County (County) and the City of Chattanooga (City) jointly own certain property located at Enterprise South Industrial Park (ESIP), identified by State Tax Map No. 130-001 (a portion of) more particularly described in Attachment 1 of said easement (Protected Property) attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein; and,

**WHEREAS,** Hamilton County Parks and Recreation (Holder) is an entity qualified to hold conservation easements and is a political subdivision of the State of Tennessee whose purpose it is to preserve, enhance, and conserve the aesthetic, scientific, charitable and educational purposes of Protected Property; and,

**WHEREAS,** the Protected Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Tennessee and the United States and of great importance to the City and County; and,

**WHEREAS,** the United States Army Corps of Engineers (Corps) and the Tennessee Department of Environment and Conservation (TDEC) have approved the Protected Property for use as wetland mitigation, and will oversee the creation and maintenance of this wetland; and,

**WHEREAS,** the County and City desire to convey to the Holder a conservation easement in order to conserve and protect the wetlands, and in order that the Protected

Property shall remain in its natural condition forever; and,

**WHEREAS,** Holder agrees to honor the intentions of the County and the City as stated herein and to conserve and protect in perpetuity the conservation values of the Protected Property in accordance with the terms of this Wetlands Conservation Easement for the benefit of this generation and generations to come.

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

That the County Mayor is hereby authorized on behalf of Hamilton County to execute and create a Wetlands Conservation Easement with Hamilton County Parks and Recreation being the Holder of said easement on property (Protected Property) jointly-owned by Hamilton County and the City of Chattanooga identified as State Tax Map No. 130-001 (a portion of) located at Enterprise South Industrial Park, in order to conserve and protect the wetlands and in order that the Protected Property shall remain in its natural condition forever according to certain limitations and affirmative obligations more particularly described in the easement agreement and drawing, copies of which are attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

June 3, 2015

\_\_\_\_\_

Date

Holder: Hamilton County, Tennessee  
208 Courthouse  
201 East 7<sup>th</sup> Street  
Chattanooga, Tennessee 37402

State Tax Map No.: 130  
Parcel No.: 001

## **STREAM & WETLAND CONSERVATION EASEMENT**

**THIS INDENTURE**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Chattanooga, a Tennessee municipal corporation, located at City Hall, Suite 100, 101 E. 11<sup>th</sup> Street, Chattanooga, Tennessee 37402 and Hamilton County, Tennessee, a political subdivision of the State of Tennessee, located at 208 Courthouse, 201 East 7<sup>th</sup> Street, Chattanooga, Tennessee 37402 (“Grantor”), and in favor of Hamilton County, Tennessee, c/o Hamilton County Parks & Recreation located at 2318 North Gold Point Circle, Hixson, Tennessee 37343 (“Holder”).

WHEREAS, Grantor is the owner in fee simple of certain real property located in Hamilton County, State of Tennessee, more particularly described in Attachment 1 hereto which is incorporated and made apart hereof as if fully set forth herein (“Protected Property”);

WHEREAS, Holder is an entity qualified to hold conservation easements and is a political subdivision of the State of Tennessee whose purpose is to preserve, enhance, and conserve the Protected Property for aesthetic, scientific, charitable and educational purposes; and;

WHEREAS, the Protected Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Tennessee and the United States, and of great importance to the Grantor and the Holder;

WHEREAS, the United States Army Corps of Engineers (Corps) is responsible for implementing Section 404, of the Clean Water Act, and overseeing the creation of the Regional Stormwater Detention project, and The Tennessee Department of Environment and Conservation (TDEC) is also overseeing the creation and maintenance of this stream relocation and wetland creation will therefore retain Third Party Rights of Enforcement for this Conservation Easement.

WHEREAS, the Corps and TDEC have approved the Protected Property for use as stream and wetland mitigation, the purpose of which is to create 3,650 linear feet of stream and a minimum of five acres of wetland pursuant to Section 404 and Section 401 of the Clean Water Act and Section 10 of the Rivers and Harbor Act.

WHEREAS, Grantor desires to convey to the Holder a conservation easement, thereby placing certain limitations and affirmative obligations on the Protected Property for the protection of the stream and wetlands, and in order that the Protected Property shall remain in its natural condition, forever;

WHEREAS, Grantor desires by this instrument to convey to Holder the right to conserve and protect the conservation and environmental values of the property in perpetuity;

WHEREAS, the conservation and environmental values of the property include: stream restoration of native, self-sustaining habitat representative of the area; improved energy dissipation; improved sediment transportation; nutrient cycling; improved biological functions; increased vegetative diversity; and improved habitat for mammals and resident and migratory birds.

WHEREAS, Holder agrees by accepting this conveyance to honor the intentions of the Grantor stated herein and to conserve and protect in perpetuity the conservation values of the Protected Property in accordance with the terms of this Conservation Easement for the benefit of this generation and the generations to come;

WHEREAS, the term “natural condition” shall mean the condition of the Protected Property at the time of this grant, and as created, restored, enhanced, and preserved pursuant to the DA Permit 2003-01631 and TDEC ARAP NRS 13.074, and shall be evidenced in part by a surveyed plat of the Protected Property showing all relevant property lines, and major, distinct natural features such as

waters of the United States, on file with the Corps and TDEC and Holder, aerial photographs of the Protected Property taken as close as possible to the date the donation is made, and after completion of the creation, restoration, enhancement and preservation activities required by the Permits; and on-site photographs taken at appropriate locations on the Protected Property, including of major natural features.

WHEREAS, Grantor and Holder agree that third-party rights of enforcement shall be held by the U.S. Army Corps of Engineers, Nashville District (“Corps,” to include any successor agencies), and by the Tennessee Department of Environment and Conservation, (TDEC) and may be exercised through the appropriate enforcement agencies of the United States, and that these rights are in addition to, and do not limit, the rights of enforcement under Department of the Army Permit No. 2003-01631 and TDEC ARAP NRS 13.074, or any permit or certification issued by the Third-Party to Grantor in regards to the Protected Property;

NOW THEREFORE, for the foregoing consideration, and in further consideration of the restrictions, rights, and agreements herein, Grantor hereby conveys to Holder, its successors and assigns, forever and in perpetuity, a conservation easement over the Protected Property more particularly described in Attachment 1.

### **A. PURPOSE**

It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever in a natural state, that the scenic and natural character of the property will be maintained as it currently exists (preserved), and as created, restored and enhanced pursuant to the permits, and to prevent any use of the Protected Property that will impair or interfere with the conservation values of the Protected Property. Grantor intends that grant of this Conservation Easement will assure that the Protected Property will be used only for such activities as are consistent with the conservation purpose of this easement.

### **B. DURATION**

This Conservation Easement shall be perpetual, in gross, run with the land and be binding on Grantor’s heirs, successors, administrators, assigns, lessees, or other occupiers and users, forever.

### **C. RIGHTS OF THE HOLDER**

To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Holder and the Third-Party:

1. **General.** The Holder and the Corps and TDEC shall have the right to conserve and protect the conservation values of the Protected Property in perpetuity. The Holder and the Corps and TDEC shall have the right to prevent any activity or use of the Protected Property that is inconsistent with the purpose of the Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section F herein.
2. **Rights of Access and Entry.** Holder and the Corps and TDEC shall have the right to enter and go upon the Protected Property for purposes of inspection, and to take actions necessary to verify compliance with the Restrictions as set out herein. Holder and Corps and TDEC shall also have the rights of visual access and view, and to enter and go upon the Protected Property for purposes of making scientific or educational observations and studies, and taking samples, in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantor. However, this Conservation Easement conveys no right of access or entry by the general public to any portion of the Protected Property.

### **D. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity upon, or use of, the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited. The following activities and uses are expressly prohibited:

1. **General.** There shall be no filling, flooding, excavating, mining or drilling; no dumping of materials; and, no alteration of the topography in any manner except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
2. **Waters and Wetlands.** There shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
3. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
4. **Uses.** No industrial or commercial activity shall be undertaken or allowed.
5. **Structures.** There shall be no construction, erection, or placement of buildings or billboards, nor any additions to existing structures except as specifically set forth herein.
6. **New Roads.** There shall be no construction of new roads, trails, or walkways except as specifically set forth herein.
7. **Use of Off Road Vehicles.** There shall be no use of off road vehicles, 4-wheel drive vehicles, all terrain vehicles or similar vehicles except on existing roads and trails and except as necessary to manage the Property.
8. **Utilities.** There shall be no construction or placement of utilities or related facilities except as specifically set forth herein.
9. **Pest Control.** There shall be no application of pesticides or biological controls, including for problem vegetation, without prior written approval from the Corps, TDEC and Holder.
10. **Other Prohibitions.** Any other use of, or activity on, the Protected Property which is or may become inconsistent with the purposes of this grant, the preservation of the Protected Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

#### **E. GRANTOR'S RESERVED RIGHTS**

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to Holder and to Third-Party, except where expressly provided otherwise:

1. **Grounds Maintenance.** Landscaping by the Grantor to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property.
2. **Forest Management.** Harvesting and management of timber by Grantor is limited to the extent necessary to protect the natural environment in areas where the forest is damaged by natural forces such as fire, flood, storm, insects or infectious organisms or is otherwise required by sound management practices. Such timber harvest and management shall be carried out in accordance with Best Management Practices approved by the Tennessee Forestry Commission or successor agency, as amended.
3. **Recreation.** Grantor reserves the right to allow any outdoor, non-commercial recreational activities, including hunting and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the Protected Property. No written notice is required.

4. **Future Utility Crossings.** Grantor reserves the right to construct future utility crossings. All future utility crossings will be installed by bore and casing and all excavation will occur outside the easement area. Written approval will be required from the Corps, TDEC, and Holder prior to their construction.
5. **Future Vehicular, Railroad, and Pedestrian Modifications.** Grantor reserves the right to modify the existing infrastructure adjacent to the Property. Such modifications may be installed at the edge of the easement. Written approval from the Corps, TDEC, and Holder for such modifications outside the easement will not be required.
6. **Road, Drainage, and Utility Maintenance.** Grantor reserves the right to maintain existing roads, drainage or utilities. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel, crushed) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and, maintenance of roadside ditches; and replacement of drainage and utilities within existing easements. Grantor will obtain necessary TDEC or Corps approvals for any maintenance activities that propose to disturb waters of the State or U.S..
7. **Other Reserved Rights.** Grantor and Holder reserve the right to conduct actions which are essential and necessary for the preservation and maintenance of the Protected Property, even if generally prohibited by the Restrictions, so long as they are not inconsistent with the conservation purposes of this grant, the preservation of the Protected Property substantially in its natural condition, and the protection of its environmental systems. However, any invasive, destructive, or similar measures that cause or may cause disturbances to wildlife, vegetation, soils, or hydrology, must be approved by Holder, Corps and TDEC in advance.
8. **Rights of Grantor.** The Corps and TDEC have approved the Protected Property for use as compensatory mitigation, the purpose of which is to create 3,650 linear feet of stream and five acres of wetland. This will be accomplished by the creation and preservation in perpetuity of the Protected Property. In addition to any other provision contained herein, the terms and provisions of the permits shall be applicable. In the event there is any inconsistency between this Easement and the terms and conditions of the permits, the Corps and TDEC shall govern.

## **F. ENFORCEMENT**

1. **Notice of Violation; Corrective Action.** If Holder or the Corps or TDEC determines there has been a breach or violation of the terms of this Conservation Easement, by Grantor; the Corps, TDEC and/or Holder shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to be approved by the Holder and Corps and TDEC.
2. **Injunctive Relief.** If the Grantor fails to cure the violation within thirty (30) days after receipt of such notice to thereof, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing said violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Corps, TDEC and/or Holder may undertake such actions, including legal proceedings, as are necessary to effect such corrective action, including to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
3. **Damages.** Corps, TDEC and Holder shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values.
4. **Costs of Enforcement.** The costs of a breach or violation, correction or restoration, including the Corps, TDEC and/or Holder expenses, court costs, and attorneys' fees, shall be paid by

Grantor, unless Grantor ultimately prevails in a judicial enforcement action, in which case each party shall bear their own costs.

5. **Forbearance.** Enforcement shall be at the discretion of the Corps, TDEC and/or Holder, and any forbearance to exercise rights under this Easement shall not be deemed or construed to be a waiver of such terms or of any subsequent breach of the same or any other term of this Easement or of any of the Holder, Corps or TDEC's rights under this Easement. No omission or delay in the exercise of any rights or remedies shall constitute a waiver of any enforcement right, or in any way impair any right or remedy.

6. **General.** These enforcement rights are cumulative and are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

7. **Events Beyond Grantor's Control.** Nothing herein shall be construed to authorize the Corps, TDEC or Holder to institute any proceedings against Grantor for any changes to the Protected Property caused by acts of God or circumstances beyond the Grantor's control such as earthquake, fire, flood, storm, war, civil disturbance, strike, the unauthorized acts of third persons, or similar causes. However, if the acts of God or circumstances beyond the Grantor's control do not preclude the Grantor from maintaining the Protected Property in its natural condition without unreasonable expense, then it shall not be relieved of its obligations under this document.

#### **G. GENERAL PROVISIONS**

1. **Transfer.** Sixty (60) day advance notification to the Nashville Corps District Engineer is required prior to any action being taken to void or modify this interest. This includes transfer of title to, or establishment of any other legal claims over Protected Property.

2. **Obligations of Ownership.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Protected Property. Grantor shall keep the Protected Property free of any liens or other encumbrances for obligations incurred by Grantor. Holder, Corps and TDEC shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Protected Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

3. **Extinguishment.** In the event that changed conditions render impossible the continued use of the Protected Property for the conservation purposes, this Conservation Easement may be extinguished, in whole or in part, by judicial proceeding. The Nashville Corps District Engineer must be notified at least sixty (60) days prior to such extinguishment.

4. **Eminent Domain.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, Corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting there from. This Conservation Easement constitutes a real property interest immediately vested in Holder. In the event that all or a portion of this Protected Property is sold, exchanged, or involuntarily converted following the extinguishment or the exercise of eminent domain, Holder shall be entitled to the fair market value of this Conservation Easement. Holder shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Easement.

5. **Notification.** Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

To Grantor: City of Chattanooga  
City Hall, Suite 100  
101 E. 11<sup>th</sup> Street  
Chattanooga, Tennessee 37402

To Grantor: Hamilton County  
208 Courthouse  
201 East 7<sup>th</sup> Street  
Chattanooga, Tennessee 37402

To Holder: Hamilton County, Tennessee  
c/o Hamilton County Parks & Recreation  
2318 North Gold Point Circle  
Hixson, Tennessee 37343

To Corps: U.S. Army Corps of Engineers  
Regulatory Branch  
3701 Bell Road  
Nashville, Tennessee 37214

To TDEC: Tennessee Department of Environment & Conservation  
Division of Water Resources  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 11<sup>th</sup> Floor  
Nashville, Tennessee 37243

6. **Assignment.** This Conservation Easement is transferable, but only to a qualified holder and subject to the approval of the Corps, TDEC and Grantor. As a condition of such transfer, the transferee shall agree to all of the restrictions, rights, and provisions herein, and to continue to carry out the purposes of this Conservation Easement. Assignments shall be accomplished by amendment of this Conservation Easement under Paragraph 9.

7. **Failure of Holder.** If at any time Holder ceases to be a qualified holder and if, within a reasonable period of time after the occurrence of one of these events, the Holder fails to make an assignment pursuant to Paragraph 6, then the Holder's interest shall become vested in another qualified holder in accordance with an appropriate proceeding in a court of competent jurisdiction.

8. **Subsequent Transfer.** Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument, which transfers any interest in all, or a portion of the Protected Property. Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of transfer. The failure of Grantor to comply with this paragraph shall not impair the validity or enforceability of this Conservation Easement.

9. **Amendment.** This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Holder under any applicable laws, and is consistent with the conservation purposes of this grant.

10. **Severability.** Should a court of competent jurisdiction find any separable part of this Conservation Easement void or unenforceable, the remainder shall continue in full force and effect.

11. **Warranty.** Grantor warrants that it owns the Protected Property in fee simple, and that the Grantor either owns all interests in the Protected Property which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Protected Property which have not been expressly subordinated to this Conservation Easement. Grantor warrants that there is no pending or threatened litigation in any way

affecting, involving, or relating to the Protected Property. Grantor further warrants that Holder shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement.

12. **No Extinguishment Through Merger.** Grantor and Holder agree that should the Holder, or any successor in interest to the Holder, come to own all of a portion of the fee interest in the Protected Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and restrictions imposed upon the Protected Property by this Conservation Easement, (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in enforcement, and (iii) said owner shall promptly assign the Holder interest in the Conservation Easement to another entity or person qualified to hold conservation easements.

13. **Recordation.** Grantor shall record this instrument in a timely fashion in the official records of Hamilton County, Tennessee, and shall re-record it as may be required to preserve this Conservation Easement.

14. **Marking of Property.** The perimeter of the Protected Property shall at all times be plainly marked by permanent signs saying "Protected Area" or by an equivalent, permanent marking system. Holder shall be permitted to place appropriate signage upon the Protected Property to identify its role as the long-term steward.

TO HAVE AND TO HOLD, unto the Holder, its successors and assigns, forever. The covenants agreed to and the terms, restrictions and purposes imposed as aforesaid, shall be binding upon Grantor, his personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the land in perpetuity with the property, so long as the terms and conditions set out herein are satisfied or maintained with respect to the subject property or any portion thereof and in the event any term or condition fails, then said property shall revert to Grantor, its successors or assigns.

IN WITNESS WHEREOF, Grantor and Holder have executed this Conservation Easement.

GRANTOR: **City of Chattanooga, Tennessee**

By: \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

GRANTOR: **Hamilton County, Tennessee**

By: \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

HOLDER: **Hamilton County, Tennessee, c/o  
Hamilton County Parks & Recreation**

By: \_\_\_\_\_

Its: Director \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF TENNESSEE    )  
HAMILTON COUNTY        )

Before me, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Andy Berke, Mayor of THE CITY CHATTANOOGA, who is known to me to be such official or with whom I am personally acquainted, has signed the foregoing instrument or acknowledged the same before under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of the Mayor of the City of Chattanooga, and with full authority, signed, executed, and delivered the same as the act of the City of Chattanooga.

GIVEN under my hand and official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE    )  
HAMILTON COUNTY        )

The undersigned Notary Public, does hereby certify that Jim M. Coppinger, Mayor of HAMILTON COUNTY, TENNESSEE who is known to me to be such official or with whom I am personally acquainted, has signed the foregoing instrument or acknowledged the same before under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of the Mayor of Hamilton County, Tennessee, and with full authority, signed, executed, and delivered the same as the act of Hamilton County, Tennessee.

GIVEN under my hand and official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE    )  
HAMILTON COUNTY        )

The undersigned Notary Public, does hereby certify that \_\_\_\_\_, Director of Hamilton County Parks & Recreation, who is known to me to be such official or with whom I am personally acquainted, has signed the foregoing instrument or acknowledged the same before under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of Hamilton County Parks and Recreation, and with full authority, signed, executed, and delivered the same as the act of Hamilton County, Tennessee.

GIVEN under my hand and official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STREAM & CONSERVATION EASEMENT**

**ATTACHMENT 1**

**SURVEY DOCUMENTS**

CONSERVATION EASEMENT  
NORTH OF DISCOVERY DRIVE

Being a Conservation Easement located on the City of Chattanooga – Hamilton County property described in Deed Book 6630, Page 866, in the Register's Office of Hamilton County, Tennessee and currently shown on Tax Map 130, Parcel 001, located in the Enterprise South Industrial Park, City of Chattanooga, Hamilton County, Tennessee, the Conservation Easement being more particularly described as follows:

COMMENCING at a point which marks the Southwest corner of Tract 9, Enterprise South Industrial Park as shown on plat of record in Plat Book 74, Page 155 in the Register's Office of Hamilton County, Tennessee, said point is located at Tennessee State Grid Coordinates of North=270,622.4074 and East=2,224,160.6387, coordinates based on the City of Chattanooga – Hamilton County Monument Network System (CHAM System), North American Datum 1983 (NAD 83), all bearings are based on said system, all distances are horizontal ground;

THENCE with a curve to the left an arc distance of 225.49 feet along the Northern margin of Discovery Drive, having a radius of 610.00 feet, a delta angle of 21 degrees, 10 minutes, 47 seconds and a chord of North 46 degrees, 45 minutes, 38 seconds West a distance of 224.21 feet to a point;

THENCE North 32 degrees, 39 minutes, 03 seconds East a distance of 65.80 feet to the POINT OF BEGINNING;

THENCE North 61 degrees, 08 minutes, 43 seconds West a distance of 600.80 feet to a point;

THENCE with a curve to the left an arc distance of 121.67 feet, having a radius of 3860.75 feet, a delta angle of 01 degrees, 48 minutes, 21 seconds and a chord of North 32 degrees, 05 minutes, 05 seconds East a distance of 121.67 feet to the point of tangency;

THENCE North 31 degrees, 10 minutes, 55 seconds East a distance of 108.92 feet to the point of curvature;

THENCE with a curve to the right an arc distance of 78.10 feet, having a radius of 906.18 feet, a delta angle of 04 degrees, 56 minutes, 18 seconds and a chord of North 33 degrees, 39 minutes, 04 seconds East a distance of 78.08 feet to a point;

THENCE with a curve to the left an arc distance of 90.93 feet, having a radius of 616.00 feet, a delta angle of 08 degrees, 27 minutes, 26 seconds and a chord of North 31 degrees, 53 minutes, 30 seconds East a distance of 90.84 feet to the point of tangency;

THENCE North 27 degrees, 39 minutes, 47 seconds East a distance of 48.61 feet to the point of curvature;

THENCE with a curve to the left an arc distance of 166.55 feet, having a radius of 1877.92 feet, a delta angle of 05 degrees, 04 minutes, 53 seconds and a chord of North 25 degrees, 07 minutes, 21 seconds East a distance of 166.49 feet to the point of tangency;

THENCE North 22 degrees, 34 minutes, 54 seconds East a distance of 122.89 feet to a point;

THENCE South 76 degrees, 54 minutes, 57 seconds East a distance of 209.31 feet to a point;

THENCE South 49 degrees, 53 minutes, 51 seconds East a distance of 373.77 feet to a point;

THENCE South 25 degrees, 50 minutes, 40 seconds West a distance of 702.65 feet to a point;

THENCE South 33 degrees, 30 minutes, 20 seconds West a distance of 18.09 feet to the POINT OF BEGINNING.

Together with and subject to any rights-of-way, easements, restrictions, ordinances, agreements, zoning and any other matters of title that may exist.

Said Conservation Easement herein described contains 9.960 acres, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. having project number 31233-07.



CURVE DATA

CURVE	ARC	DELTA	RADIUS	CHORD	DISTANCE
CURVE C-17	225.49'	21° 10' 47"	610.00'	N 46° 45' 38" W	224.21'
CURVE C-18	121.67'	01° 48' 21"	3860.75'	N 32° 05' 05" E	121.67'
CURVE C-19	78.10'	04° 56' 18"	906.18'	N 33° 39' 04" E	78.08'
CURVE C-20	90.93'	08° 27' 26"	616.00'	N 31° 53' 30" E	90.84'
CURVE C-21	166.55'	05° 04' 53"	1877.92'	N 25° 07' 21" E	166.49'

LINE DATA

LINE	BEARING	DISTANCE
LINE L-8	N 32° 39' 03" E	65.80'
LINE L-9	N 31° 10' 55" E	108.92'
LINE L-10	N 27° 39' 47" E	48.61'
LINE L-11	N 22° 34' 54" E	122.89'
LINE L-12	S 33° 30' 20" W	18.09'

EXHIBIT DRAWING

CONSERVATION EASEMENT - NORTH OF DISCOVERY DRIVE

enterprise  south  
INDUSTRIAL PARK

CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

**BWSC** BARGE  
WAGGONER  
SUMNER &  
CANNON, INC.  
ENGINEERS PLANNERS  
LANDSCAPE ARCHITECTS AND SURVEYORS  
110 Market Street, Suite 300 Chattanooga 37402  
PHONE 423-768-3028 FAX 423-768-9477

DR.	DATE	DESCRIPTION
WNH	11-17-14	ORIGINAL ISSUE
WNH	03-27-15	REVISION ONE

SHEET 2  
OF 2 SHEETS  
PROJ. 31233-07

## CONSERVATION EASEMENT SOUTH OF DISCOVERY DRIVE

Being a Conservation Easement located on the City of Chattanooga – Hamilton County property described in Deed Book 6630, Page 866, in the Register's Office of Hamilton County, Tennessee and currently shown on Tax Map 130, Parcel 001, located in the Enterprise South Industrial Park, City of Chattanooga, Hamilton County, Tennessee, the Conservation Easement being more particularly described as follows:

COMMENCING at a point which marks the Northwest corner of Tract 29, Enterprise South Industrial Park as shown on plat of record in Plat Book 96, Page 30, R.O.H.C., said point is located at Tennessee State Grid Coordinates of North=270,214.7842 and East=2,224,384.3093, coordinates based on the City of Chattanooga, Hamilton County Monument Network System (CHAM System), North American Datum 1983 (NAD 83), all bearings are based on said system, all distances are horizontal ground;

THENCE South 72 degrees, 44 minutes, 43 seconds West a distance of 61.70 feet to the POINT OF BEGINNING;

THENCE South 53 degrees, 49 minutes, 50 seconds West a distance of 379.28 feet to a point;

THENCE South 79 degrees, 55 minutes, 01 seconds West a distance of 30.36 feet to a point;

THENCE South 26 degrees, 48 minutes, 32 seconds West a distance of 235.69 feet to a point;

THENCE South 01 degrees, 13 minutes, 44 seconds East a distance of 199.33 feet to a point;

THENCE South 31 degrees, 08 minutes, 09 seconds East a distance of 365.19 feet to a point;

THENCE with a curve to the left an arc distance of 130.30 feet, having a radius of 1551.39 feet, a delta angle of 04 degrees, 48 minutes, 44 seconds and a chord of South 58 degrees, 10 minutes, 37 seconds West a distance of 130.26 feet to the point of tangency;

THENCE South 55 degrees, 46 minutes, 15 seconds West a distance of 167.29 feet to of curvature;

THENCE with a curve to the right an arc distance of 302.30 feet, having a radius of 250.00 feet, a delta angle of 69 degrees, 16 minutes, 56 seconds and a chord of North 89 degrees, 35 minutes, 17 seconds West a distance of 284.22 feet to point of reverse curve;

THENCE with a curve to the left an arc distance of 124.33 feet, having a radius of 158.38 feet, a delta angle of 44 degrees, 58 minutes, 37 seconds and a chord of North 73 degrees, 56 minutes, 18 seconds West a distance of 121.16 feet to the point of reverse curve;

THENCE with a curve to the right an arc distance of 41.28 feet, having a radius of 94.27 feet, a delta angle of 25 degrees, 05 minutes, 30 seconds and a chord of North 83 degrees, 40 minutes, 47 seconds West a distance of 40.95 feet to point of compound curve;

THENCE with a curve to the right an arc distance of 296.85 feet, having a radius of 723.51 feet, a delta angle of 23 degrees, 30 minutes, 30 seconds and a chord of North 59 degrees, 22 minutes, 49 seconds West a distance of 294.78 feet to the point of reverse curve;

THENCE with a curve to the left an arc distance of 78.84 feet, having a radius of 363.42 feet, a delta angle of 12 degrees, 25 minutes, 46 seconds and a chord of North 53 degrees, 12 minutes, 33 seconds West a distance of 78.68 feet to the point of compound curve;

THENCE with a curve to the left an arc distance of 188.92 feet, having a radius of 205.18 feet, a delta

angle of 52 degrees, 45 minutes, 27 seconds and a chord of North 85 degrees, 48 minutes, 18 seconds West a distance of 182.32 feet to the point of reverse curve;

THENCE with a curve to the right an arc distance of 86.03 feet, having a radius of 88.02 feet, a delta angle of 56 degrees, 00 minutes, 12 seconds and a chord of North 84 degrees, 10 minutes, 56 seconds West a distance of 82.65 feet to point of reverse curve;

THENCE with a curve to the left an arc distance of 60.99 feet, having a radius of 245.00 feet, a delta angle of 14 degrees, 15 minutes, 46 seconds and a chord of North 63 degrees, 18 minutes, 42 seconds West a distance of 60.83 feet to the point of tangency;

THENCE North 70 degrees, 26 minutes, 35 seconds West a distance of 107.93 feet to a point;

THENCE North 31 degrees, 20 minutes, 08 seconds East a distance of 167.38 feet to a point;

THENCE North 40 degrees, 32 minutes, 35 seconds East a distance of 166.77 feet to a point;

THENCE North 48 degrees, 43 minutes, 31 seconds East a distance of 593.65 feet to a point;

THENCE with a curve to the left an arc distance of 29.08 feet, having a radius of 80.00 feet, a delta angle of 20 degrees, 49 minutes, 38 seconds and a chord of North 58 degrees, 40 minutes, 46 seconds East a distance of 28.92 feet to the point of tangency;

THENCE North 48 degrees, 15 minutes, 56 seconds East a distance of 239.80 feet to the point of curvature;

THENCE with a curve to the left an arc distance of 180.14 feet, having a radius of 295.00 feet, a delta angle of 34 degrees, 59 minutes, 14 seconds and a chord of North 30 degrees, 46 minutes, 19 seconds East a distance of 177.35 feet to the point of tangency;

THENCE North 13 degrees, 16 minutes, 42 seconds East a distance of 431.08 feet to a point;

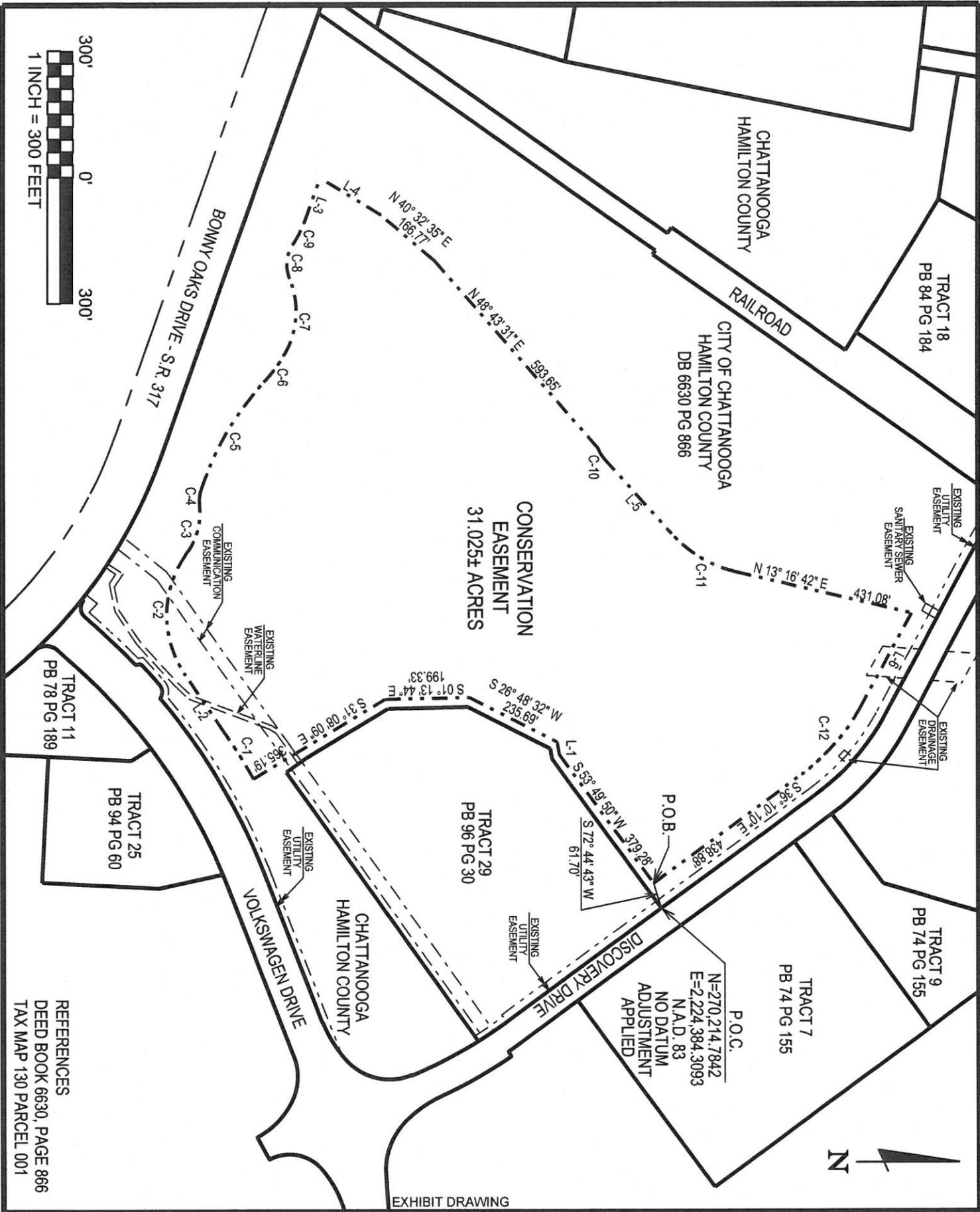
THENCE South 61 degrees, 21 minutes, 08 seconds East a distance of 252.65 feet to the point of curvature;

THENCE with a curve to the right an arc distance of 215.36 feet, having a radius of 490.00 feet, a delta angle of 25 degrees, 10 minutes, 57 seconds and a chord of South 48 degrees, 45 minutes, 38 seconds East a distance of 213.63 feet to the point of tangency;

THENCE South 36 degrees, 10 minutes, 10 seconds East a distance of 438.88 feet to the POINT OF BEGINNING.

Together with and subject to any rights-of-way, easements, restrictions, ordinances, agreements, zoning and any other matters of title that may exist.

Said Conservation Easement herein described contains 31.025 acres, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. having project number 31233-07.



CONSERVATION  
EASEMENT  
31.025± ACRES

CHATTANOOGA  
HAMILTON COUNTY

CITY OF CHATTANOOGA  
HAMILTON COUNTY  
DB 6630 PG 866

TRACT 18  
PB 84 PG 184

RAILROAD

BONNY OAKS DRIVE - S.R. 317

TRACT 11  
PB 78 PG 189

TRACT 25  
PB 94 PG 60

TRACT 29  
PB 96 PG 30

TRACT 9  
PB 74 PG 155

TRACT 7  
PB 74 PG 155

CHATTANOOGA  
HAMILTON COUNTY

VOLKSWAGEN DRIVE

P.O.C.  
N=270.214.7842  
E=2.224.384.3093  
N.A.D. 83  
NO DATUM  
ADJUSTMENT  
APPLIED

P.O.B.



EXHIBIT DRAWING

REFERENCES  
DEED BOOK 6630, PAGE 866  
TAX MAP 130 PARCEL 001

DR.	DATE	DESCRIPTION
WNH	11-17-14	ORIGINAL ISSUE
WNH	12-09-14	REVISION ONE
WNH	03-27-15	REVISION TWO

CONSERVATION EASEMENT - SOUTH OF DISCOVERY DRIVE

enterprise south  
INDUSTRIAL PARK  
CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

**BWSC** BARGE WAGGNER SUMNER & CANNON, INC.  
ENGINEERS PLANNERS  
LANDSCAPE ARCHITECTS AND SURVEYORS  
100 North State Street, Suite 200 Chattanooga, TN 37402  
PHONE 423-750-3223 FAX 423-750-6477

CURVE DATA

CURVE	ARC	RADIUS	DELTA	TANGENT	CHORD	DISTANCE
CURVE C-1	130.30'	1551.39'	04° 48' 44"	65.19'	S 58° 10' 37" W'	130.26'
CURVE C-2	302.30'	250.00'	69° 16' 56"	172.73'	N 89° 35' 17" W'	284.22'
CURVE C-3	124.33'	158.38'	44° 58' 37"	65.57'	N 73° 56' 18" W'	121.16'
CURVE C-4	41.28'	94.27'	25° 05' 30"	20.98'	N 83° 40' 47" W'	40.95'
CURVE C-5	296.85'	723.51'	23° 30' 30"	150.55'	N 59° 22' 49" W'	294.78'
CURVE C-6	78.84'	363.42'	12° 25' 46"	39.57'	N 53° 12' 33" W'	78.68'
CURVE C-7	188.92'	205.18'	52° 45' 27"	101.76'	N 85° 48' 18" W'	182.32'
CURVE C-8	86.03'	88.02'	56° 00' 12"	46.80'	N 84° 10' 56" W'	82.65'
CURVE C-9	60.99'	245.00'	14° 15' 46"	30.65'	N 63° 18' 42" W'	60.83'
CURVE C-10	29.08'	80.00'	20° 49' 38"	14.70'	N 58° 40' 46" E'	28.92'
CURVE C-11	180.14'	295.00'	34° 59' 14"	92.98'	N 30° 46' 19" E'	177.35'
CURVE C-12	215.36'	490.00'	25° 10' 57"	109.45'	S 48° 45' 38" E'	213.63'

LINE DATA

LINE	BEARING	DISTANCE
LINE L-1	S 79° 55' 01" W	30.36'
LINE L-2	S 55° 46' 15" W	167.29'
LINE L-3	N 70° 26' 35" W	107.93'
LINE L-4	N 31° 20' 08" E	167.38'
LINE L-5	N 48° 15' 56" E	239.80'
LINE L-6	S 61° 21' 08" E	252.65'

EXHIBIT DRAWING

CONSERVATION EASEMENT - SOUTH OF DISCOVERY DRIVE

  
**enterprise south**  
 INDUSTRIAL PARK  
CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

  
**BARGE WAGBONER SUMNER & GANNON, INC.**  
 ENGINEERS PLANNERS  
 LANDSCAPE ARCHITECTS AND SURVEYORS  
100 Market Street, Suite 200 Chattanooga 37402  
 PHONE 423-769-2025 FAX 423-769-6477

DR.	DATE	DESCRIPTION
WNH	11-17-14	ORIGINAL ISSUE
WNH	12-09-14	REVISION ONE
WNH	03-27-15	REVISION TWO

**SHEET 2**  
 OF 2 SHEETS  
 PROJ. 31233-07



# Hamilton County Board of Commissioners RESOLUTION

No. 615-15

A RESOLUTION ACCEPTING THE BID OF NABCO ELECTRIC FOR THE CONSTRUCTION OF THE HIXSON PIKE AND THRASHER PIKE TRAFFIC INTERSECTION SIGNALIZATION FOR AN AMOUNT NOT TO EXCEED \$150,666.35 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Resolution 712-24 was approved by this Legislative Body on July 18, 2012 for Agreement No. 120085 with the Tennessee Department of Transportation for the improvement and signalization of the intersection at Hixson Pike (SR-319) and Thrasher Pike; and,

WHEREAS, the bid from Nabco Electric amounting to \$150,666.35 was considered to be the lowest and best bid received; and,

WHEREAS, the construction contract is contingent upon approval by Tennessee Department of Transportation; and,

WHEREAS, 80% of the cost will be reimbursed to Hamilton County by the Federal Highway Administration per Tennessee Department of Transportation Agreement No. 120085, and the remaining 20% of the cost will be funded by the County from bond proceeds.

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

That the bid of Nabco Electric for the construction of the Hixson Pike and Thrasher Pike intersection signalization for an amount not to exceed \$150,666.35 is hereby accepted, said bid being the lowest and best bid received, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

June 3, 2015

\_\_\_\_\_  
Date

**MILLER <sup>7</sup> M<sup>c</sup>COY, INC.**  
**C O N S U L T I N G   E N G I N E E R S**  
915 CREEKSIDE ROAD    CHATTANOOGA, TENNESSEE 37406  
PHONE (423) 698-2661                      FAX (423) 698-2664

May 19, 2015

Ms. Gail Roppo, Director  
Hamilton County Purchasing Department  
117 East Seventh Street, 5th Floor Newell Tower  
Chattanooga, Tennessee 37402

*Subject: Hixson Pike and Thrasher Pike Traffic Signal  
Hamilton County Project No:11-203  
PIN#117364.00*

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department on May 19, 2015 at 10:00 am. The total bid prices for each bidder are shown below.

Nabco Electric	\$150,666.35
Stansell Electric	\$192,810.00

The bid of Nabco Electric is considered to be competitive and in line with present construction pricing levels. Nabco Electric is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Nabco Electric.

Sincerely,



Dan Cannon, P.E  
Project Engineer

Attachment

cc: file

**NOTICE TO CONTRACTORS**  
**OF STATE HIGHWAY CONSTRUCTION BIDS**  
**TO BE RECEIVED May 19, 2015**

Sealed Bids will be received by the Hamilton County Purchasing Department, at their offices at 455 N. Highland Park in Chattanooga, Tennessee 37402, until 10:00 A.M., May 19, 2015 and opened publicly at said place at that hour. The reading of the bids will begin at 10:00 A.M.

Name of Project: Signalization of S.R. 319 (Hixson Pike)  
and Thrasher Pike

TDOT Construction Project No. 33LPLM-F3-112

PIN No. 117364.00

Hamilton County Project No. 11-203

Owner: Hamilton County, Tennessee  
c/o Hamilton County Engineering Department  
1250 Market Street, Suite 3050  
Chattanooga, Tennessee 37402-2713

Submit Bid To:  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, Tennessee 37402

**PROPOSAL CONTRACTS WILL BE ISSUED UNTIL THE TIME SET FOR OPENING BIDS**

A Prime Contractor must prequalify with the Department of Transportation in accordance with Section 54-5-117 of the "Tennessee Code Annotated" and Tennessee Department of Transportation Rule 1680-5-3 prequalification of contractors before biddable proposals will be furnished.

The Hamilton County Engineering Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of age, race, color, religion, national origin, sex or disability in consideration for an award.

The Hamilton County Engineering Department is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service.

A non-mandatory Pre-Bid Meeting will take place at the Hamilton County Highway Department Offices located at 7625 Standifer Gap Road, Chattanooga, TN 37421 on Tuesday, May 5, 2015 at 10:00 a.m.

**THE RIGHT TO REJECT ANY AND ALL BIDS IS RESERVED**

Bidding documents and information, and plans, may be obtained by contacting the Hamilton County Engineering Department, Associated General Contractors, Chattanooga Builders Exchange, and the Tennessee Multicultural Chamber of Commerce. The bidding documents will be available upon a non-refundable payment of \$50.00 per set at Miller – McCoy, Inc., 915 Creekside Road, Chattanooga, TN 37406, Telephone No.: 423-698-2661.

**NOTE TO PUBLISHER:** The above notice is to be published no later than April 24, 2015. It is permissible and desirable that ads be run as soon as possible after receipt.

**NOTICE TO CONTRACTORS**

**OF STATE HIGHWAY  
CONSTRUCTION BIDS**

**TO BE RECEIVED May 19, 2015**

Sealed Bids will be received by the Hamilton County Purchasing Department, at their offices at 455 N. Highland Park in Chattanooga, Tennessee 37402, until 10:00 A.M., May 19, 2015 and opened publicly at said place at that hour. The reading of the bids will begin at 10:00 A.M.

Name of Project: Signalization of S.R. 319 (Hixson Pike) and Thrasher Pike  
TDOT Construction Project No. 33LPLM-F3-112

PIN No. 117364.00

Hamilton County Project No. 11-203

Owner: Hamilton County, Tennessee  
c/o Hamilton County Engineering Department  
1250 Market Street, Suite 3050  
Chattanooga, Tennessee 37402-2713

Submit Bid To:  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, Tennessee 37402

**PROPOSAL CONTRACTS WILL BE  
ISSUED UNTIL THE TIME SET FOR  
OPENING BIDS**

A Prime Contractor must prequalify with the Department of Transportation in accordance with Section 54-5-117 of the "Tennessee Code Annotated" and Tennessee Department of Transportation Rule 1680-5-3 prequalification of contractors before biddable proposals will be furnished.

The Hamilton County Engineering Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of age, race, color, religion, national origin, sex or disability in consideration for an award.

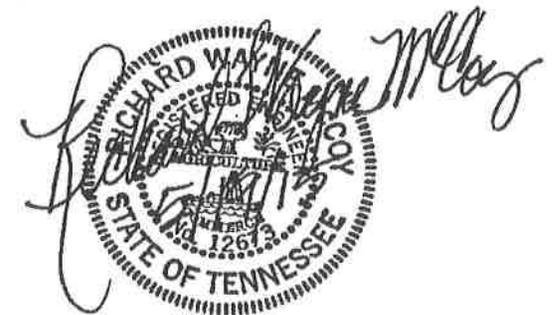
The Hamilton County Engineering Department is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service.

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Bid Tabulation Form	
Hixson Pike at Thrasher Pike Traffic Signal and Intersection Improvements - Hamilton County, Tennessee Hamilton County Engineering Department	
Bidder	Total Base Bid
Nabco Electric	\$ 150,666.35
Stansell Electric	\$ 192,810.00
—	—
—	—





## Hamilton County Board of Commissioners RESOLUTION

No. 615-16

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A "MEMORANDUM OF UNDERSTANDING" WITH THE RIVERCITY COMPANY RELATIVE TO PROPERTY OWNED BY HAMILTON COUNTY.

WHEREAS, Hamilton County (County) and the RiverCity Company (RiverCity) desire to work cooperatively in the successful City Center Plan and Downtown themes in Chattanooga; and,

WHEREAS, the County owns property located at 123 East 7<sup>th</sup> Street, identified as State Tax Map No. 145D-A-008, also known as the Mayfield Annex; and,

WHEREAS, the Mayfield Annex is no longer suitable for the needs of the County Government and is underutilized; and,

WHEREAS, it has been determined that RiverCity is most capable in providing technical resources and marketing expertise for the facilitation of redevelopment of the Property; and,

WHEREAS in cooperation with the County, it is desirable for RiverCity to prepare and issue a Request for Proposals (RFP) for the sale and redevelopment of the Property, review responses to the RFP and make recommendations for the most appropriate proposal, in accordance with the attached or similar "Memorandum of Understanding"; and,

WHEREAS, it is in the best interest of Hamilton County to enter into the "Memorandum of Understanding" with RiverCity Company to further residential development in Downtown Chattanooga.

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

That the County Mayor is hereby authorized to enter into and execute a “Memorandum of Understanding” with the RiverCity Company as set forth above, in accordance with the attached or similar agreement.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

June 3, 2015

\_\_\_\_\_

Date

## MEMORANDUM OF UNDERSTANDING

1. Hamilton County (County) owns property identified as State Tax Map No. 145D A 008 at 123 E. 7<sup>th</sup> Street (a.k.a., Mayfield Annex), bounded by Seventh Street and Walnut Street and consisting of approximately 0.15 acres (the Property).
2. The RiverCity Company (RiverCity) provides technical resources for the facilitation of Downtown development and desires to see the Property redeveloped in a manner consistent with the overall City Center Plan and Downtown development themes. RiverCity agrees to provide its technical resources and marketing skills to accomplish this purpose.
3. It is desirable to relocate any remaining County offices and employees so that the Property might be redeveloped in a manner consistent with other proposed uses as a part of the continued economic growth of the Downtown. In addition, the current facility is no longer useful for the needs of the County and is underutilized. The cost of repairing or demolishing the Property may necessitate significant expenditures of funds. For this reason, the County seeks to maximize the return on the Property and to minimize the inconvenience caused by repair, replacement and relocation.
4. To accomplish these goals, the County will relocate any remaining offices to suitable replacement facilities, provide the funding, and will relocate in a timely manner so as to not disrupt day to day operations of remaining offices.
5. The County has requested RiverCity to serve as their agent for purposes of redevelopment of the Property which will include contracting for an appraisal, marketing of the Property, development and issuance of a Request for Proposals (RFP) for the sale of the Property, review of responses to the RFP, and making recommendations to the County for the most appropriate redevelopment proposal.
6. A negotiated redevelopment fee will be paid to RiverCity by the County only in the event that a proposal is accepted by the County and upon closing of the real estate transaction . The County reserves the right to approve or disapprove any transaction which affects their interest in the Property, including the terms and conditions thereof. RiverCity will make only such recommendations concerning utilization of the Property as are consistent with plans and uses of the City Center Plan and Downtown development.
7. The County understands that the primary objective of all parties is to develop the Property to its highest and best use. This will ensure the maximum increase in valuation of properties within the area thereby enhancing the returns on public investments.
8. The County reserves the right to withdraw the Request for Proposals or to reject any and all proposals for any reason. It is expressly understood that the receipt of any response to the Request for Proposals and any recommendations made by RiverCity does not commit the parties to the sale of the Property.
9. Any recommended proposal (sale of the Property) must be accepted by action taken by the Hamilton County Board of Commissioners.
10. This document represents the current understandings of the parties. The parties recognize that future conditions may require changes in the understandings stated herein. It is understood that the County and RiverCity will work together in good faith to achieve these purposes.