

Hamilton County Board of County Commissioners

August 05, 2015

AGENDA

ROLL CALL

INVOCATION - Commissioner Turner-Smedley

PLEDGE TO THE FLAG - Commissioner Turner-Smedley

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| Minutes | Recessed Meeting - July 8, 2015 |
| Minutes | Agenda Session - July 8, 2015 |
| Minutes | Regular Meeting - July 15, 2015 |
| Report | Juvenile Court Clerk's Report - May 2015 |
| Report | Trustee Excess Fee Report - June 2015 |
| Report | Trustee Monthly Report - June 2015 |
| Report | Quarterly Investment Report |
| Res. No. 815-1 | A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the oaths of Judicial Commissioners, and the oaths of Deputy County Clerks. |
| Res. No. 815-2 | Resolution Number Not Used |
| Res. No. 815-3 | A Resolution to reappoint two (2) members and appoint seven (7) members to the Citizens Advisory Board for Recreation for a two (2) year term beginning August 5, 2015 and ending August 5, 2017. |
| Res. No. 815-4 | A Resolution to reappoint two (2) members and appoint one (1) member to the Hamilton County Employee Appeals Board for a two (2) year term beginning August 5, 2015 and ending August 5, 2017. |
| Res. No. 815-5 | A Resolution confirming the reappointment by the County Mayor of one member to the Hamilton County Industrial Development Board for a term ending August 1, 2021. |
| Res. No. 815-6 | A Resolution accepting the proposal of Mid-West Printing Company for ballot printing services for the Hamilton County Election Commission for a period of four (4) years, with the option to renew for two (2) additional four (4) year periods, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 815-7 | A Resolution approving the purchase of an annual maintenance contract for Mobile Law Vehicle Workstation software and FBR Workstation software amounting to \$51,476.15 from TriTech Software Systems for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 815-8 | A Resolution accepting the bid from GT Distributors of Georgia, Inc. for new Glock 22-gen 4 weapons via a weapons exchange program for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 815-9 | A Resolution approving the expenditure of an additional Ten Thousand Dollars (\$10,000.00) in Discretionary Bond Funds (as allotted to District Three) toward the construction of Phase II of the Green House Complex at Hixson High School. |
| Res. No. 815-10 | A Resolution making an appropriation to Mary Walker Historical and Educational Foundation, Inc., in the amount of Six Thousand Dollars (\$6,000.00) from General Fund discretionary monies as allotted to District Five. |
| Res. No. 815-11 | A Resolution making an appropriation to A Night to Remember, Inc., in the amount of Five Thousand Dollars (\$5,000.00) from General Fund discretionary monies, as allotted to District Five. |
| Res. No. 815-12 | A Resolution approving the expenditure of up to Ten Thousand Dollars (\$10,000.00) in Discretionary Bond Funds (as allotted to District Two) to assist in a remodeling/renovation project for the Signal Mountain Public Library. |

- Res. No. 815-13 A Resolution making an appropriation to Signal Mountain Middle/High School Sports Booster Club in the amount of Ten Thousand Dollars (\$10,000.00) from Discretionary Bond Funds (as allotted to District Two) to assist with funding the construction of an indoor batting facility for Signal Mountain Middle/High School.
- Res. No. 815-14 A Resolution making an appropriation to Highway 58 Volunteer Fire Department in the amount of Twenty Thousand Dollars (\$20,000.00) from General Fund Discretionary Monies, as allotted to District Nine.
- Res. No. 815-15 A Resolution making an appropriation to Girls Incorporated of Chattanooga in the amount of One Thousand Dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Nine.
- Res. No. 815-16 A Resolution making an appropriation to Veterans Memorial Park of Collegedale in the amount of Ten Thousand Dollars (\$10,000.00) from General Fund discretionary monies, as allotted to District Nine.
- Res. No. 815-17 A Resolution authorizing the County Mayor to sign an agreement in the amount of \$50,000 with the Chattanooga Area Urban League to provide certain contract compliance services for a contract period beginning July 1, 2015 and ending June 30, 2016.
- Res. No. 815-18 A Resolution to waive the Purchasing Rules and authorize the County Mayor to transfer a surplus vehicle to the Erlanger Medical Center.
- Res. No. 815-19 A Resolution to make certain findings relating to the TSO Chattanooga Development, LP Project, to delegate certain authority to the Health, Educational, and Housing Facility Board of the City of Chattanooga, Tennessee and to authorize the County Mayor to enter into and execute an agreement for payments in lieu of ad valorem taxes.
- Res. No. 815-20 A Resolution for the purchase of actuarial services from Bryan, Pendleton, Swats and McAllister, LLC (BPS&M) for the biannual valuation of the County's Other Post Employment Benefits Plan (OPEB) for an amount not to exceed \$19,000.00.
- Res. No. 815-21 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of June 1, 2015, through June 30, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 815-22 A Resolution accepting the proposal of Public Financial Management, Inc. (PFM) for professional services in the amount of one hundred fifty thousand dollars (\$150,000.00) regarding the County's review of current and future correctional operations and assets and authorizing the County Mayor to execute all contracts necessary to implement this Resolution.
- Res. No. 815-23 A Resolution approving the purchase of one (1) Auto-Clear 6040 rapid parcel x-ray for explosives, weapons, and narcotics from Auto-Clear, LLC amounting to \$16,900.00 from the State Contract for the Support Services Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 815-24 A Resolution accepting the bid of Cargill Incorporated De-icing Technology Business Unit for one (1) year contract pricing, beginning August 5, 2015 through August 4, 2016, for highway bulk de-icing salt for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 815-25 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Whistling Way.
- Res. No. 815-26 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: River Birch Loop.
- Res. No. 815-27 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district roads and to establish speed limits therefore: Peppy Branch Trail, Lacy Leaf Lane and Cypress Cove.
- Res. No. 815-28 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefor: Frostwood Lane as extended.
- Res. No. 815-29 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Weatherwood Trail.
- Res. No. 815-30 A Resolution authorizing payment for one (1) easement in the amount of \$154,325.00 required for the construction of the Tennessee Riverwalk downtown segment Phase 1 and 2, and authorizing the County Mayor to sign all documents necessary to implement this Resolution.

- Res. No. 815-31 A Resolution accepting the bid of Thomas Brothers Construction Company, Inc. for the construction of the Ooltewah-Ringgold Road and Standifer Gap Road intersection improvements and the East Brainerd Road and Ooltewah-Ringgold Road intersection improvements for an amount not to exceed \$1,548,684.75 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 815-32 A Resolution to authorize the County Mayor to enter into and execute an amendment to the existing Lease Agreement between Norfolk Southern Railway Company (NS) and Hamilton County, Tennessee, said amendment commencing January 1, 2016 and terminating December 31, 2044.
- Res. No. 815-33 A Resolution authorizing the County Mayor to sign all documents necessary to convey a sanitary sewer easement to the Hamilton County Water & Wastewater Treatment Authority (WWTA) for the purpose of constructing and maintaining a permanent sanitary sewer line across a portion of 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
JULY 8, 2015**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) July 8, 2015

BE IT REMEMBERED, that on this 8th day of July, 2015, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

Commissioner Boyd introduced Pastor Mark Harwood, Flat Top Independent Church, who gave the invocation. Commissioner Boyd led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JULY 8, 2015**

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

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

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JULY 8, 2015**

COMMITTEE ASSIGNMENTS

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

- An Order of Reappointment to the Walden's Ridge Utility District Board of Commissioners.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- The Criminal Court Clerk's Report for May 2015 would be submitted for the record.
- Resolution No. 715-18 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution No. 715-20A and 715-20B was assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolution Nos. 715-21 through 715-25 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution Nos. 715-19 and 715-26 were heard by a Committee of the Whole.

Chairman Fields stated that Resolution Nos. 715-19 and 715-26 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 715-19

Mayor Coppinger spoke regarding this item, which reappoints Robert Lynch to the Chattanooga –Hamilton County Air Pollution Control Board for a term ending July

**HAMILTON COUNTY COMMISSION
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19, 2019. He noted Mr. Lynch was an active member and has served on the board since 1992.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 715-26

Mayor Coppinger spoke regarding this item, which authorizes payment o Will Denami to represent the interest of Hamilton County before the Tennessee General Assembly and other Governmental entities during fiscal year 2015-2016. The Tennessee General Assembly has been introducing bills the last quarter of the year instead of waiting until January. Therefore, Mr. Denami's expertise is needed full time instead of part time and his contract will change from four months to twelve months. Mr. Denami will receive salary and expenses as specified in the Resolution.

Commissioner Mackey spoke highly of Mr. Denami and reflected on the many times he has witnessed him working hard at the Tennessee State Capitol.

In response to Commissioner Graham's concerns, Mayor Coppinger spoke in support of Mr. Denami and thanked him for his commitment to support and serve

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Hamilton County. In closing, he reflected on the countless dollars Mr. Denami has saved taxpayers.

Commissioner Haynes, Chairman of the Roads, Waste, Energy, Transportation and Zoning Committee, announced the committee would meet in the conference room following today's meeting.

Commissioner Graham, Chairman of the Finance Committee announced that the Finance Committee would be meeting in the Commission Room immediately after the Agenda Session.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

County Mayor reported that the Hamilton County Forensic Center is in dire need of heating, ventilation, and air conditioning unit (HVAC). Camel and Associates is currently doing the HVAC design for a fee of \$5,000. HVAC replacement cost is not to exceed \$100,000 and three quotes will be brought back to the commission for approval.

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In closing, Mayor Coppinger announced two new projects that have created additional jobs in Chattanooga. Remington Industries will be investing more than \$4 million dollars and creating 89 jobs. Remington will manufacture injection molded plastic parts and compound rubber parts from a 63,000 square foot facility in Mountain View Industrial Park in Ooltewah. Yanfeng Automotive Interiors will be investing \$55 million and creating 350 jobs. The company will supply interior components, including floor consoles, instrument panels and trunk trim for future Volkswagen models, including the new mid-size SUV. Yanfeng Automotive will be requesting a payment in lieu of taxes (PILOT) agreement.

Commissioner Boyd invited the public and media to attend an open discussion meeting at ArtsBuild, July 15th at 8:00 am. ArtsBuild has requested district eight discretionary funds to support a program they wish to offer. He also invited the public and the media to attend a community meeting to be held at Christ United Methodist, in East Brainerd, July 13th at 6:30 pm. He indicated that he would be in attendance as well as Commissioner Smedley.

Commissioner Graham, Chairman of the Finance Committee announced that the Hamilton County Forensic Center has also been in contact with him and he had been receiving updates from the Mayor's staff on progress. In closing, he noted that it is evident that the HVAC system needs to be replaced as soon as possible.

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Chairman Fields announced that the Signal Mountain Playhouse will begin featuring Peter Pan this Friday, July 10th. The performances will be held at the outdoor amphitheatre, with curtain at 8:00 pm each night.

DELEGATIONS

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

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, July 15th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ 
Date Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 15, 2015**

STATE OF TENNESSEE)	Regular Meeting
COUNTY OF HAMILTON)	July 15, 2015

BE IT REMEMBERED, that on this 15th day of July, 2015, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

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

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Commissioner Boyd introduced Ethan Nunes who gave the invocation. He is a student at Baylor School, and a member of the Spiritual Assembly of the Baha'is.

Commissioner Boyd 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 June 24, 2015, the Agenda Preparation Session of June 24, 2015, and the Regular Meeting of July 1, 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 Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

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ORDER OF REAPPOINTMENT

An order was submitted for the record reappointing David J. Fulton for a four-year term as a Commissioner of Walden's Ridge Utility District, said term expiring July 6, 2019.

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 July 13, 2015.

CRIMINAL COURT CLERK REPORT

The Criminal Court Clerk report for May 2015 was submitted and made a matter of record.

**RESOLUTION NO. 715-18 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF
NOTARIES PREVIOUSLY ELECTED, TO FILE THE BONDS OF HAMILTON**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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**COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT, AND THE
CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION.**

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 715-18.

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 Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Fields reported that Resolution Nos. 715-19 and 715-26 were heard by a Committee of the Whole.

**RESOLUTION NO. 715-19 A RESOLUTION CONFIRMING THE JOINT
REAPPOINTMENT BY THE COUNTY MAYOR AND THE MAYOR OF THE CITY OF**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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**CHATTANOOGA OF ONE MEMBER TO THE CHATTANOOGA-HAMILTON COUNTY
AIR POLLUTION CONTROL BOARD FOR A TERM ENDING JULY 19, 2019.**

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to
adopt Resolution No. 715-19.

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 Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 715-26 A RESOLUTION TO AUTHORIZE PAYMENT TO WILL
DENAMI TO REPRESENT THE INTERESTS OF HAMILTON COUNTY BEFORE THE
TENNESSEE GENERAL ASSEMBLY AND OTHER GOVERNMENTAL ENTITIES
DURING FISCAL YEAR 2015-2016.**

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ON MOTION of Commissioner Boyd, seconded by Commissioner Bankston, to adopt Resolution No. 715-26.

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 Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 715-20A A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND R-2A RURAL RESIDENTIAL DISTRICT TO M-2
WHOLESALE AND LIGHT INDUSTRY DISTRICT, PROPERTY LOCATED AT 1221
BIRMINGHAM HIGHWAY.**

NO ACTION WAS TAKEN ON RESOLUTION NO. 715-20A.

**RESOLUTION NO. 715-20B A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT AND R-2A RURAL RESIDENTIAL DISTRICT TO M-2**

**HAMILTON COUNTY COMMISSION
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**WHOLESALE AND LIGHT INDUSTRY DISTRICT, PROPERTY LOCATED AT 1221
BIRMINGHAM HIGHWAY.**

Commissioner Haynes, Chairman of the Zoning Committee provided details regarding Resolution Nos. 715-20A and 715-20B. He stated the Zoning Committee reviewed and recommended approval without the 20 foot evergreen buffer condition.

ON MOTION of Commissioner Haynes, seconded by Commissioner Bankston, to adopt Resolution Nos. 715-20B.

Chairman Fields asked if there was any discussion.

Commissioner Haynes noted a typo and stated that the property located at 1221 Birmingham Highway was located in district 4 not district 6.

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

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Chairman Fields instructed Clerk Knowles to enter into the record that no action was taken on Resolution No. 715-20A. (See page 12 for further discussion on this item).

Chairman Fields asked that Resolution Nos. 715-21 through 715-25 be considered together at this time.

RESOLUTION NO. 715-21 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$60,000 WITH THE CITY OF CHATTANOOGA FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM WITH A TERM BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

RESOLUTION NO. 715-22 A RESOLUTION ACCEPTING THE BID OF THOMAS CONSULTANTS, INC. FOR ONE (1) YEAR CONTRACT UNIT PRICING, BEGINNING JULY 15, 2015, THROUGH JULY 14, 2016, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM FOR MICROSOFT SQL SERVER SOFTWARE LICENSES FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 715-23 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES

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DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE PRIMARY CARE SERVICES TO UNINSURED ADULTS AGES 19 – 64 YEARS AT THE BIRCHWOOD HEALTH CENTER FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016 IN THE AMOUNT OF \$15,000.00.

RESOLUTION NO. 715-24 A RESOLUTION AUTHORIZING A CONTINUATION AGREEMENT BETWEEN HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT AND THE CHATTANOOGA HUMAN SERVICES HEAD START/EARLY HEAD START PROGRAM FOR THE PERIOD ENDING JUNE 30, 2016.

RESOLUTION NO. 715-25 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE TIME PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016, IN AN AMOUNT NOT TO EXCEED \$360,500.00 TO PROVIDE PARENTS ARE FIRST TEACHERS (PAFT) SERVICES IN ACCORDANCE

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**WITH THE DEPARTMENT OF HEALTH'S MATERNAL, INFANT AND EARLY
CHILDHOOD HOME VISITING PROGRAM (MIECHV).**

Commissioner Graham provided details regarding Resolution Nos. 715-21 through 715-25 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution Nos. 715-21 through 715-25.

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

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

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ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Commissioner Beck spoke about an incident involving an inmate at the courts building yesterday. He put emphasis on the need for video conferencing in all court rooms.

Commissioner Smedley reported that various public officials and county departments who were in attendance at the July 13th district seven quarterly community forum meeting held in East Brainerd.

She also stated that she had attended Mt. Zion Missionary Baptist Church in Lafayette, Georgia last Sunday. She spoke highly of Pastor Rheubin Taylor's sermon as well as the welcome she received from the congregation. She thanked Attorney Taylor for his sermon and encouraged everyone to attend Pastor Taylor's church.

Commissioner Boyd invited everyone to attend a community meeting at East Ridge Community Center, July 27th at 6:30 pm. He spoke about a recent Chattanooga.com article published in the opinions section. The opinion article insinuated that the Wastewater Treatment Authority (WWTA) has an open ended

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contract with CTI Engineering, Inc. He asked that WWTA's procurement practices be addressed.

Commissioner Graham asked for an update on the emergency HVAC replacement at the Hamilton County Medical Examiner's office. Todd Leamon, Administrator of Public Works and County Engineer addressed this topic later during announcements.

Commissioner Haynes spoke regarding Resolution No. 715-20B, which was adopted during today's meeting. He noted that Resolution No. 715-20B includes conditions that were specific to a 20 foot green space buffer. He requested the conditions be removed from the resolution.

John Bridger, head of the Chattanooga-Hamilton County Regional Planning Agency noted that the Planning Committee recommended Resolution No. 715-20A, which did not include conditions.

Chairman Fields stated that once everyone has made their announcements a motion to reconsider Resolution No. 715-20B may be made.

Mr. Leamon gave an update about the Medical Examiner's Center HVAC replacement project. He noted the specifications are being finalized and a resolution for

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the emergency purchase will be on the August 5th agenda. He later corrected this statement and noted that the commission will be verbally updated at the August 5th meeting. A resolution will not be submitted to the commission because such is not required for an emergency purchase.

ON MOTION of Commissioner Haynes, seconded by Commissioner Boyd, to reconsider Resolution No. 715-20B.

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

The foregoing motion to reconsider Resolution No. 715-20B was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Attorney Taylor indicated that Resolution No. 715-20B will be revised and the 20 foot green space buffer condition will be removed. The revised resolution will be submitted in proper format to the Clerk's office.

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In response to Clerk Knowles inquiry, Chairman Fields stated the Resolution No. will remain the same, 715-20B.

ON MOTION of Commissioner Graham, seconded by Commissioner Haynes, to adopt Resolution No. 715-20B without any conditions.

Chairman Fields asked if there was any discussion or opposition present in the audience. There was none.

The foregoing motion to adopt Resolution No. 715-20B as amended was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Mayor Coppinger reported that an ambulance station on Highway 58 had to immediately evacuate their building for health reasons. During repairs to the building walls a tremendous amount of mold was discovered. They are temporarily operating out of Fire Station No. 7 at Enterprise South Industrial Park. In closing, he noted that the 60' x 60' ambulance station may have to be rebuilt completely.

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JULY 15, 2015**

DELEGATIONS

Chairman Fields asked for delegations on matters other than zoning.

Rick Carpenter reported that he resided at 711 Signal Mountain Road. During discussion it was later discovered that the address he provided was a United Parcel Service (UPS) box. Commissioner Graham asked for his physical address and Mr. Carpenter reported that he resided at 1548 North Concord Road. Mr. Carpenter once again addressed the commission about his conflict with the Water and Wastewater Treatment Authority (WWTA). He requested an itemized billing statement from Chris Clem, the attorney representing WWTA. He stated that he had found that Chairman Fields worked for the same firm, Samples, Jennings, Ray & Clem, PLLC. Mr. Carpenter wondered if Commissioner Fields shared in Attorney Clem's WWTA legal fee.

Chairman Fields responded to Mr. Carpenter's comments and reported that he is a partner not an associate of Samples, Jennings, Ray & Clem, PLLC. As a partner of the firm he receives no profits from Attorney Clem's billings. All of Attorney Clem's billings go to him after all expenses are paid.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 15, 2015**

Commissioner Boyd spoke highly of the Chairman's honesty, and thanked Chairman Fields for leading the commission with impeccable integrity.

Alex Williams residing at 4822 Glenmar Circle addressed the commission about Oakhill Drive being in disrepair. He noted that the road is used to access three churches, an apartment complex, a large shopping center, and several other businesses. He asked the commission for help in getting the road repaired. He specifically asked Commissioner Mackey to use his discretionary funds to assist in repairing the road. Commissioner Mackey reminded Mr. Williams that the City of Chattanooga is responsible for Oakhill Drive. In closing, Attorney Taylor clarified that discretionary money cannot be spent on road repairs. Commissioner Haynes and Commissioner Mackey announced that they will both discuss the issue at hand with Councilman Ken Smith.

Commissioner Mackey questioned recent Hamilton County issues involving discretionary spending. He also questioned the Office of Comptroller suddenly wanting to provide an opinion on the issue. He expressed concern about how pertinent information is handed down to Commissioners and asked that information of such importance be relayed directly to Commissioners, not relayed through Commission office staff.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 15, 2015**

Chairman Fields informed Commissioner Mackey that Albert Kiser, Finance Director is putting together a memo detailing the legal usage of discretionary fund spending and the corresponding laws.

Mayor Coppinger stated that he disapproved of any commissioner questioning the finance director's credibility. He reminded everyone that the State of Tennessee Comptroller regulates and controls where and when the county can spend money. Due to the ongoing controversy over discretionary spending the Comptroller's office has reiterated the proper and legal way discretionary monies can be spent. Any prior spending habits have no relevance on today. In closing he was adamant about the commission following the Comptroller's guidelines.

Commissioner Smedley noted that she had ongoing school projects she committed to with last year's discretionary funds. Commissioner Smedley understood that general fund monies can't be used for such project but it was legal to use bond funds. Mr. Kiser clarified that bond issued funds can be used for the ongoing school projects.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 15, 2015**

Lengthy discussion between the Mayor, Commissioner Mackey, and Commissioner Beck continued at this time. Topics covered included discretionary spending guidelines and communication issues between the finance team and the commission.

Gene Shipley residing at 11668 Walker Road Soddy Daisy, TN 37379, once again addressed the commission regarding plumbing contractors and the unfair treatment they are experiencing with WWTA. He spoke about escalating usage fees and quoted a recent permit fees. He stated that permit fees for a remodel sewer job in the City of Chattanooga are \$95. That same job in East Ridge has permit fees in the amount of \$2,350. He acknowledged that Kay Keefe, owner of Keefe Plumbing was also present in today's audience. He sympathized with local plumbers and their ability to continue to operate.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 15, 2015**

Next week is a scheduled off week for the commission. Chairman Fields indicated his desire to recess the meeting to their off week. If there is no business, the County Attorney will open and close the meeting and the commission will officially meet on July 29th.

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, July 22, 2015 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ WK
Date Clerk's Initials

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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

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

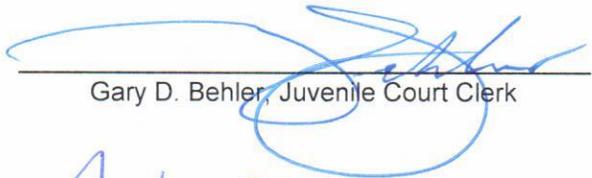
MONTH: May 2015

SOURCE: IFAS GL2031 Report

	Month of May 2015			
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	Totals - Fiscal YTD
Revenues				
Fines and Court Costs	\$ 4,578.00	\$ 1,215.00	\$ 5,793.00	\$ 65,367.06
Fees and Commissions	795.00	21,287.50	22,082.50	225,725.77
Interest	218.69		218.69	2,014.32
Miscellaneous	558.35	253.00	811.35	8,011.20
Data Processing Fees		1,038.00	1,038.00	10,436.00
Courtroom Security Fees	53.00		53.00	593.00
Other - Adjustments			-	-
Total Revenue	<u>6,203.04</u>	<u>23,793.50</u>	<u>29,996.54</u>	<u>312,147.35</u>
Expenditures				
Salaries	63,292.95	43,661.42	106,954.37	1,217,696.32
Employee Benefits	38,861.78	27,057.48	65,919.26	754,541.09
Other Operating Expenditures	3,585.31	6,761.64	10,346.95	83,908.20
Other - Adjustments			-	-
Total Expenditures	<u>105,740.04</u>	<u>77,480.54</u>	<u>183,220.58</u>	<u>2,056,145.61</u>
Revenues over (under) Expenditures	(99,537.00)	(53,687.04)	(153,224.04)	(1,743,998.26)
Appropriation from Hamilton County	143,826.01		143,826.01	1,738,948.99
Net Change in Fund Balance	<u>\$ 44,289.01</u>	<u>\$ (53,687.04)</u>	<u>(9,398.03)</u>	<u>(5,049.27)</u>
Fund Balance at the Beginning of the Period			<u>547,603.05</u>	<u>543,254.29</u>
Fund Balance at the End of the Period			<u>\$538,205.02</u>	<u>\$ 538,205.02</u>

I, Gary D. Behler, Juvenile Court Clerk, do hereby certify that the foregoing is a true and correct report of the Clerk's receipts and disbursements for May 2015.




Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 13th day of July 2015

 Notary Public My Commission Expires: 2/25/17



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: July 10, 2015

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

WFK/dkr

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

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

Prepared:jw

	June 2015	YTD June 2015
REVENUES		
44170 - MISCELLANEOUS REFUNDS	(200.00)	200.00
44180 - CONTRACT INCOME	30,001.00	90,001.00
44201 - STATUTORY FEES 1%	175,671.03	2,179,897.62
44202 - STATUTORY FEES 2%	63,777.96	5,659,394.01
44203 - STATUTORY FEES OTHER	1,498.26	14,350.84
44204 - DELINQUENT TAX FEES	138,090.65	517,209.79
46112 - INTEREST	101.02	6,920.57
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	408,939.92	8,467,973.83
EXPENDITURES		
51001 - SALARIES	96,152.97	807,251.65
51001 - CONTRACT EMPLOYEE	-	1,568.00
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	644.86	3,749.80
53037- SPECIAL LEGAL SERVICES	-	144.48
53042 - MEETINGS, SEMINARS, ETC.	400.00	1,074.00
53044 - POSTAGE, FREIGHT AND OTHER	-	28,932.09
53045 - LEGAL NOTICES AND ADVERTISING	-	100.86
53047 - MEMBERSHIPS	-	810.00
53049 - PARKING	402.72	4,731.96
53050 - MISC PURCHASED SERVICE	65.60	1,263.10
53051 - CONTRACT LEGAL SERVICES	7.79	2,335.80
53059 - SECURITY SERVICES	632.93	7,545.05
53065 - BANK ANALYSIS FEE	9,040.08	145,617.35
54001 - OFFICE SUPPLIES & FORMS	489.69	12,074.88
54002 - SMALL TOOLS & MINOR FURNITURE	-	4,823.20
54004 - KITCHEN FOOD & SUPPLIES	206.25	1,327.50
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	681.00
57007 - PERFORMANCE & SURETY BONDS	-	112.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	50,000.00	7,491,673.67
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	1,032.03	3,991.33
59022 - SOFTWARE AND SUPPLIES	-	990.60
59092 - MISC REFUNDS	3.00	1,929.65
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	(4,413.62)	-
ADJUSTMENTS	-	-
Total EXPENDITURES:	154,664.30	8,522,727.97
Revenues over (under) Expenditures	254,275.62	(54,754.14)
Excess Fees at Beginning of Period	464,928.72	773,958.48
Excess Fees at End of Period	719,204.34	719,204.34

Bill Hullander

Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, 7/10/15

Susan L. Bedwell
 Notary Public

My Commission Expires 6/20/18



RECEIVED

Date 7-10-15

By *W.F. Knowles*

W.F. (Bill) Knowles
 County Clerk

RECEIVED
Date: _____
By: _____
W. L. (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: July 10, 2015

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

WFK/dkr

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

**Hamilton County
Trustee Report**

For the Date Range: 06/01/2015 to 06/30/2015

RECEIVED
Date 7-10-15
By D. Rollin
W.F. (Bill) Knowles
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
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	29,076,425.13	116,681,456.61	114,264,683.09	31,493,198.65
11020	CHILD CARE	268,632.62	202,578.66	270,508.12	200,703.16
11030	FOOD SERVICE DEPOSITORY	4,734,601.33	1,252,571.36	598,041.45	5,389,131.24
11040	SHERIFF COMMISSARY	9,855.34	0.00	9,855.34	0.00
11060	1ST TN GENERAL	0.00	0.00	0.00	0.00
	Total Cash in Bank	34,091,966.40	118,136,606.63	115,143,088.00	37,085,485.03
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	5,251.50	83,387,770.76	83,389,806.77	3,215.49
11050	BOE CASH RECEIPT SWEEP	(0.00)	37,505,783.43	37,505,783.43	(0.00)
	Total Bank Deposits in Transit	5,251.50	120,893,554.19	120,895,590.20	3,215.49
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(3,655,961.91)	12,643,861.07	12,741,589.39	(3,753,690.23)
22202	FOOD SERVICE CHECK PAYABLE	(105,378.80)	179,188.97	89,705.88	(15,895.71)
22203	SHERIFF COMMISSARY CHECK PAYAB	(3,791.56)	3,804.56	13.00	(0.00)
22206	DOE A/P CHECK PAYABLE	(1,696,074.43)	8,277,934.19	8,668,438.31	(2,086,578.55)
22280	COUNTY PAYROLL CHECKS PAYABLE	(2,323.20)	4,430,660.63	4,429,917.23	(1,579.80)
22281	DOE PAYROLL CHECK PAYABLE	(14,326.16)	11,117,255.77	11,108,990.96	(6,061.35)
22285	DOE PAYROLL TAX PAYABLE	6,990.20	4,526,720.08	4,533,710.28	0.00
22286	DOE RETIREMENT PLANS	0.00	2,226,236.67	2,226,236.67	0.00
	Total Bank Outstanding Checks	(5,470,865.86)	43,405,661.94	43,798,601.72	(5,863,805.64)
	TOTAL CASH	28,626,352.04	282,435,822.76	279,837,279.92	31,224,894.88
Other Assets					
11402	DUE FROM BAD CHECKS	885.07	230.00	230.00	885.07
	Total Other Assets	885.07	230.00	230.00	885.07

Hamilton County Trustee Report

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
TOTAL ASSETS		28,627,237.11	282,436,052.76	279,837,509.92	31,225,779.95
Other Assets					
11102	CLERK & MASTER	0.00	0.00	0.00	0.00
Total Other Assets		0.00	0.00	0.00	0.00
TOTAL ASSETS		28,627,237.11	282,436,052.76	279,837,509.92	31,225,779.95
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(10,045,950.89)	28,590,066.51	28,343,402.81	(9,799,287.19)
22251	FOOD SERVICE	(4,639,011.95)	504,347.78	1,238,571.36	(5,373,235.53)
22255	BOE PAYROLL	(299,632.06)	18,631,834.07	18,339,797.45	(7,595.44)
22256	BOE SELF INSURANCE	(677,643.71)	4,309,052.96	4,735,073.67	(1,103,664.42)
22257	CAPITAL MAINTENANCE	(204,804.24)	186,018.71	19.90	(18,805.43)
22401	EXCESS FEES	(181,134.07)	234,233.13	240,955.23	(187,856.17)
22407	PAYROLL COUNTY	(809,434.29)	7,376,377.05	7,410,578.10	(843,635.34)
22408	STORMWATER	(1,087,890.83)	85,091.95	4,238.67	(1,007,037.55)
22409	DRUG COURT	(15,747.89)	31,077.53	29,200.46	(13,870.82)
22410	COUNTY GENERAL	(1,543,511.99)	42,043,057.99	41,002,800.44	(503,254.44)
22412	GENERAL DEBT SERVICE	(480.20)	102,369.68	102,457.21	(567.73)
22413	OPEB TRUST	12,461.57	1.99	15,000.00	(2,536.44)
22414	EMPLOYEES RETIREMENT	(116,339.64)	10,931.38	10,007.50	(115,415.76)
22415	TEACHERS RETIREMENT	(3,110.55)	600.00	299.00	(2,809.55)
22416	LAW LIBRARY	(487.76)	2,840.36	2,840.40	(487.80)
22418	ECONOMIC CRIMES	(500.10)	2,773.08	2,773.12	(500.14)
22419	GEN GOVT BOND PROJECTS	33,622.31	434,746.62	480,950.22	(12,581.29)
22420	CAPITAL PROJECTS	(10,396.83)	19,995.20	19,407.38	(9,809.01)
22421	INDUSTRIAL DEVELOPMENT	384,260.78	21,186,464.53	21,846,879.56	(276,154.25)
22422	RIVERWALK/FISHING PIER	(4,988.45)	463,288.08	187,129.57	271,170.06
22423	RECREATION CAPITAL PROJECTS	(4,331.86)	19,052.59	14,616.65	104.08
22426	SELF INSURANCE	(2,531.66)	3,728,018.06	6,988,668.37	(3,263,181.97)
22428	LIABILITY INSURANCE	(2,500.58)	55,747.81	55,746.94	(2,499.71)
22430	HOTEL/MOTEL	(591,005.57)	591,005.57	623,905.32	(623,905.32)

Hamilton County Trustee Report

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22434	JUVENILE COURT CLERK AGENCY	(2,830.88)	386,552.68	384,683.96	(962.16)
22435	FACILITY BONDS-SERIES 2010A	(2,812.75)	0.00	0.47	(2,813.22)
22436	BOND FUND-SERIES 2010B	(874,132.68)	0.00	145.69	(874,278.37)
22437	ECONOMIC BONDS-SERIES 2010C	0.00	0.00	0.00	0.00
22447	11 BOND	0.00	0.00	0.00	0.00
22449	SCHOOL CAPITAL PROJECTS FUND	(2,147,874.62)	6,677,430.20	4,588,008.41	(58,452.83)
22461	CRIMINAL COURT	(497,723.08)	253,092.19	189,798.60	(434,429.49)
22462	CRIMINAL COURT SESSIONS	13,448.38	551,200.90	303,606.86	261,042.42
22463	DELINQUENT COLLECTIONS	(291,424.07)	60,747.21	76,654.97	(307,331.83)
22470	2013A BOND	(932.40)	932.40	0.00	0.00
22471	2013B BOND REFUNDING	(0.72)	0.97	0.25	0.00
22472	LINE OF CREDIT	(6,791.84)	4,993,000.58	5,035,000.00	(48,791.26)
22473	2015A BOND	180,150.54	2,796,924.38	117,632.51	2,859,442.41
22483	SHERIFF	(125,446.57)	4,780,248.85	4,659,829.89	(5,027.61)
22484	DRUG ENFORCEMENT-SHERIFF	(472.21)	54,540.27	54,568.59	(500.53)
22485	TN STATE SEX OFFENDER	(68,782.19)	925.50	2,561.57	(70,418.26)
22489	SHERIFF'S SPECIAL PROJECTS	(12,832.70)	0.00	2.14	(12,834.84)
22498	SYMPRO INVESTMENT POOL	(3,266,803.63)	72,026,719.74	77,624,629.68	(8,864,713.57)
Total Cash Held for Hamilton County Funds		<u>(26,916,351.88)</u>	<u>221,191,308.50</u>	<u>224,732,442.92</u>	<u>(30,457,486.30)</u>
Cash Held for Others					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	17,576.56	40.53	(0.00)
22613	UNCLAIMED FUNDS	0.00	30,090.62	30,090.62	0.00
22801	OVER/SHORT	(963.68)	1,944.15	980.47	0.00
23301	PROPERTY TAX SALE	(890,565.00)	890,565.00	0.00	0.00
23302	PARTIAL TAXES-PENDING PAYMENT	(51,367.21)	0.00	14,250.54	(65,617.75)
Total Cash Held for Others		<u>(960,431.92)</u>	<u>940,176.33</u>	<u>45,362.16</u>	<u>(65,617.75)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	1,337.37	2,768,801.88	2,768,701.88	1,437.37
22800	INTEREST PAYMENT FUTURE	(0.00)	8,973.15	8,973.15	(0.00)
Total Clearing Account Activity		<u>1,337.37</u>	<u>2,777,775.03</u>	<u>2,777,675.03</u>	<u>1,437.37</u>

**Hamilton County
Trustee Report**

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Liabilities not Applicable					
22200	VENDOR-SYSTEM	(281.99)	1,050,677.02	1,050,395.03	0.00
22205	OTHER	0.00	0.00	0.00	0.00
22222	PROCUREMENT CARD	0.00	120.16	120.16	0.00
22400	TEMPORARY CASH TRANSFER	0.00	0.00	0.00	0.00
22503	MISC HELD FOR OTHERS	0.00	0.00	0.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	43,780.43	9,882.77	0.00
Total Liabilities not Applicable		(34,179.65)	1,094,577.61	1,060,397.96	0.00
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	638,128.55	638,128.55	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	12,732.09	12,732.09	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		(0.00)	650,860.64	650,860.64	(0.00)
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	(0.00)	646,490.75	646,490.75	(0.00)
22702	OSAP TAX	(0.00)	2,493.63	2,493.63	(0.00)
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(0.00)	32,905.51	32,905.51	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(0.00)	43,082.18	43,082.18	(0.00)
22712	OSAP TAX I&P	0.00	59.33	59.33	0.00
22713	IN LIEU OF TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(0.00)	1,511.03	1,511.03	(0.00)
22721	PROPERTY TAX REFUNDS	0.00	31,499.93	31,499.93	0.00
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	328.34	328.34	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	0.00	0.00	0.00

Hamilton County Trustee Report

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22799	COMM DUE ON TAX COLLECTED	0.11	13,955.75	13,955.86	0.00
	Total	<u>0.11</u>	<u>772,326.45</u>	<u>772,326.56</u>	<u>(0.00)</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>0.11</u>	<u>772,326.45</u>	<u>772,326.56</u>	<u>0.00</u>
Total Clearing Account Activity - County Funds		<u>0.11</u>	<u>1,423,187.09</u>	<u>1,423,187.20</u>	<u>(0.00)</u>

Cash Held for Municipalities

Key: 0001010 CITY OF EAST RIDGE

22701	PROPERTY TAX	(48,825.29)	48,825.29	28,576.22	(28,576.22)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(808.92)	808.92	270.12	(270.12)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(2,023.87)	2,023.87	1,556.37	(1,556.37)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(49.52)	49.52	15.90	(15.90)
22721	PROPERTY TAX REFUNDS	0.00	88.92	0.00	88.92
22724	PERSONALTY TAX REFUND	63.74	0.00	63.74	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22734	PERSONALTY TAX I&P REFUND	1.58	0.00	1.58	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(30,726.98)	30,726.98	30,520.99	(30,520.99)
22755	SANITATION	(19,917.83)	19,917.83	11,519.97	(11,519.97)
22756	SANITATION I & P	(873.68)	873.68	631.02	(631.02)
22799	COMM DUE ON TAX COLLECTED	1,340.33	911.80	1,340.33	911.80
	Total Cash Held for Municipalities	<u>(101,820.44)</u>	<u>104,226.81</u>	<u>74,496.24</u>	<u>(72,089.87)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(101,820.44)</u>	<u>104,226.81</u>	<u>74,496.24</u>	<u>(72,089.87)</u>

Key: 0001020 RED BANK MUNICIPAL

22701	PROPERTY TAX	(20,554.45)	20,554.45	23,889.00	(23,889.00)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(520.38)	520.38	254.14	(254.14)

**Hamilton County
Trustee Report**

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(883.11)	883.11	1,424.71	(1,424.71)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(68.67)	68.67	25.62	(25.62)
22721	PROPERTY TAX REFUNDS	213.57	0.00	213.57	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
22741	STORMWATER FEES	(1,903.01)	1,903.01	4,320.00	(4,320.00)
22742	STORMWATER FEES I&P	(82.41)	82.41	258.12	(258.12)
22755	SANITATION	(8,667.75)	8,667.75	4,806.39	(4,806.39)
22756	SANITATION I & P	(380.99)	380.99	282.21	(282.21)
22799	COMM DUE ON TAX COLLECTED	456.12	557.66	456.12	557.66
Total		(32,391.08)	33,618.43	35,929.88	(34,702.53)
Total for Org Key: 0001020 RED BANK MUNICIPAL		(32,391.08)	33,618.43	35,929.88	(34,702.53)

Key: 0001030 SODDY DAISY MUNICIPAL

22701	PROPERTY TAX	(26,430.78)	26,430.78	18,518.11	(18,518.11)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(1,170.89)	1,170.89	533.40	(533.40)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,790.76)	1,790.76	1,179.97	(1,179.97)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(50.74)	50.74	31.73	(31.73)
22721	PROPERTY TAX REFUNDS	2,148.75	0.00	2,148.75	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	386.75	0.00	386.75	0.00
22799	COMM DUE ON TAX COLLECTED	538.17	405.26	538.17	405.26
Total		(26,369.50)	29,848.43	23,336.88	(19,857.95)
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		(26,369.50)	29,848.43	23,336.88	(19,857.95)

Hamilton County Trustee Report

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Key: 0001040 COLLEGEDALE MUNICIPAL					
22701	PROPERTY TAX	(8,518.58)	8,518.58	1,556.84	(1,556.84)
22702	OSAP TAX	0.00	0.00	1.97	(1.97)
22703	IN LIEU OF TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(113.82)	113.82	635.42	(635.42)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(376.75)	376.75	91.88	(91.88)
22712	OSAP TAX I&P	0.00	0.00	0.12	(0.12)
22714	PERSONALTY TAX I&P	(4.56)	4.56	29.30	(29.30)
22721	PROPERTY TAX REFUNDS	88.11	0.00	88.11	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	(101.28)	101.28	944.25	(944.25)
22799	COMM DUE ON TAX COLLECTED	179.52	55.75	179.52	55.75
Total		<u>(8,847.36)</u>	<u>9,170.74</u>	<u>3,527.41</u>	<u>(3,204.03)</u>
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		<u>(8,847.36)</u>	<u>9,170.74</u>	<u>3,527.41</u>	<u>(3,204.03)</u>
 Key: 0001050 RIDGESIDE MUNICIPAL					
22701	PROPERTY TAX	0.00	0.00	1,076.86	(1,076.86)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	0.00	0.00	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	64.60	(64.60)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	0.01	22.83	0.01	22.83
Total		<u>0.01</u>	<u>22.83</u>	<u>1,141.47</u>	<u>(1,118.63)</u>
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		<u>0.01</u>	<u>22.83</u>	<u>1,141.47</u>	<u>(1,118.63)</u>

**Hamilton County
Trustee Report**

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Key: 0001060 LAKESITE					
22701	PROPERTY TAX	(719.36)	719.36	73.38	(73.38)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(20.01)	20.01	2.82	(2.82)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(43.73)	43.73	4.08	(4.08)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(0.90)	0.90	0.12	(0.12)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	15.68	1.61	15.68	1.61
Total		<u>(768.32)</u>	<u>785.61</u>	<u>96.08</u>	<u>(78.79)</u>
Total for Org Key: 0001060 LAKESITE		<u>(768.32)</u>	<u>785.61</u>	<u>96.08</u>	<u>(78.79)</u>

Key: 0001070 WALDEN MUNICIPAL

22701	PROPERTY TAX	(4,049.44)	4,049.44	233.36	(233.36)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	0.00	0.00	6.56	(6.56)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(179.03)	179.03	5.12	(5.12)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	84.57	4.90	84.57	4.90
Total		<u>(4,143.90)</u>	<u>4,233.37</u>	<u>329.61</u>	<u>(240.14)</u>
Total for Org Key: 0001070 WALDEN MUNICIPAL		<u>(4,143.90)</u>	<u>4,233.37</u>	<u>329.61</u>	<u>(240.14)</u>

Key: 0001080 CITY OF CHATTANOOGA

**Hamilton County
Trustee Report**

For the Date Range: 06/01/2015 to 06/30/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22751	HOTEL MOTEL OCCUPANCY TAX	(543,270.55)	543,903.66	573,454.44	(572,821.33)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
Total Key: 0001080 CITY OF CHATTANOOGA		<u>(543,270.55)</u>	<u>543,903.66</u>	<u>573,454.44</u>	<u>(572,821.33)</u>
Total for Org Key: 0001080 CITY OF CHATTANOOGA		<u>(543,270.55)</u>	<u>543,903.66</u>	<u>573,454.44</u>	<u>(572,821.33)</u>
TOTAL CASH HELD FOR MUNICIPALITIES		<u>(717,611.14)</u>	<u>1,376,670.52</u>	<u>1,363,172.65</u>	<u>(704,113.27)</u>
TOTAL LIABILITIES AND EQUITY		<u>(28,627,237.11)</u>	<u>228,152,834.44</u>	<u>230,751,377.28</u>	<u>(31,225,779.95)</u>
Total for Report:		<u>0.00</u>	<u>510,588,887.19</u>	<u>510,588,887.19</u>	<u>0.00</u>

							CALL - Called Investment	
							CD - Certificate of Deposit	
							FHLB - Federal Home Loan Bank	
							FHLMC-Federal Home Loan Mortgage Corp.	
							GFB-Government Funds Savings	
HAMILTON COUNTY, TENNESSEE							INT- Interest	
REPORT OF INVESTMENT ACTIVITY							INV - Invested	
FOR THE QUARTER ENDED 6/30/15							LGIP - Local Government Investment Pool	
							MAT - Matured	
							WITH - Withdrawal	
								U.S. TREAS.,
DATE	FUND	ACTION	MATURITY	INSTRU- MENT	INTEREST	RATE	FIRST TENNESSEE	AGENCY SECUR. AND CD's
	BALANCE						190,721,413	89,000,000
4/6/2015	Investment Pool	WITH		GFB			(10,000,000)	
4/10/2015	Investment Pool	CALL	1/9/2017	FHLMC	11,250.00	0.90		(5,000,000)
4/13/2015	Investment Pool	MAT	4/11/2015	CD	17,200.00	0.43		(4,000,000)
4/16/2015	Investment Pool	INV		GFB			10,000,000	
4/20/2015	Revolving Credit Account #2	WITH		GFB			(2,320,000)	
4/21/2015	2015A Bond Issue	INV		GFB			865,000	
4/22/2015	Investment Pool	CALL	7/22/2016	FHLMC	2,750.00	0.55		(2,000,000)
	Investment Pool	INV		GFB			10,000,000	
4/27/2015	Investment Pool	WITH		GFB			(3,000,000)	
4/28/2015	Investment Pool	INV	4/28/2017	FHLMC		0.80		5,000,000
	Investment Pool	WITH		GFB			(5,000,000)	
4/30/2015	Investment Pool	INV	4/28/2017	FHLMC		0.75		5,000,000
	Investment Pool	INT		GFB	27,870.93		27,871	
	2010A Recovery Zone Bonds	INT		GFB	500.93		501	
	Revolving Credit Account #2	INT		GFB	2,661.23		2,661	
	2015A Bond Issue	INT		GFB	28.43		28	
	Teachers Retirement	INT		GFB	0.17		0.17	
5/4/2015	Investment Pool	WITH		GFB			(10,000,000)	

							CALL - Called Investment	
							CD - Certificate of Deposit	
							FHLB - Federal Home Loan Bank	
							FHLMC-Federal Home Loan Mortgage Corp.	
							GFB-Government Funds Savings	
HAMILTON COUNTY, TENNESSEE							INT- Interest	
REPORT OF INVESTMENT ACTIVITY							INV - Invested	
FOR THE QUARTER ENDED 6/30/15							LGIP - Local Government Investment Pool	
							MAT - Matured	
							WITH - Withdrawal	
								U.S. TREAS.,
DATE	FUND	ACTION	MATURITY	INSTRU- MENT	INTEREST	RATE	FIRST TENNESSEE	AGENCY SECUR. AND CD's
5/7/2015	2015A Bond Issue	INV		GFB			69,753,436	
5/8/2015	Investment Pool	WITH		GFB			(5,000,000)	
5/11/2015	Investment Pool	WITH		GFB			(8,000,000)	
	Investment Pool	WITH		GFB			(5,000,000)	
5/12/2015	Investment Pool	INV		FHLB		0.72		5,000,000
5/15/2015	Revolving Credit Account #2	WITH		GFB			(1,810,000)	
5/20/2015	Investment Pool	WITH		GFB			(20,000,000)	
5/22/2015	Investment Pool	WITH		GFB			(10,000,000)	
5/26/2015	Investment Pool	INV	5/26/2017	FHLMC		0.875		5,000,000
	Investment Pool	INV	5/26/2017	FHLMC		0.85		5,000,000
	Investment Pool	CALL		FHLB	7,812.50	0.625		(5,000,000)
5/28/2015	Investment Pool	INV		GFB			8,000,000	
5/29/2015	2015A Bond Issue	WITH		GFB			(35,000,000)	
	Investment Pool	INT		GFB	23,950.26		23,950	
	2010A Recovery Zone Bonds	INT		GFB	517.72		518	
	Revolving Credit Account #2	INT		GFB	2,332.20		2,332	
	2015A Bond Issue	INT		GFB	9,105.52		9,106	
	Teachers Retirement	INT		GFB	0.18		0.18	
6/2/2015	Revolving Credit Account #2	WITH		GFB			(2,060,000.00)	
6/10/2015	Investment Pool	WITH		GFB			(10,000,000)	

Interest Earnings to 6/30/15

Stormwater	2,374.59
County General	372,204.65
Debt Service	3,598.22
OPEB Trust	488,988.61
Employees Retirement	19,896.99
Teachers Retirement	2.27
Law Library	450.79
Economic Crimes	258.20
Gen. Govt. Bond Projects	(1,552.15)
Capital Projects	29,167.37
Industrial Development	9,325.59
Riverwalk	1,698.00
Recreation Capital Projects	(193.91)
Self Insurance	22,657.52
Liability Insurance	42,349.67
Hotel Motel	589.70
Juvenile Court Clerk	2,254.18
2010A Recovery Zone Bonds	7,081.43
2010B Taxable Bonds	2,155.35
2010C Recovery Zone E. D. Bonds	0.01
2011 Bond Issue	0.25
School Capital Projects	3,606.19
Criminal Court	1,920.26
2013A Bond Issue	0.85
2013B Refunding Bonds	3.65
Line of Credit	1,412.77
Line of Credit #2	44,458.63
2015A Bond Fund	14,819.60
Sheriff	7,911.76
Drug Enforcement	2,098.53
TN State Sexual Offenders	149.02
Sheriff's Special Projects	23.52
School	258,584.83
Investment Pool	-
TOTAL	<u><u>1,338,296.94</u></u>



Hamilton County Board of Commissioners RESOLUTION

No. 815-1

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

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

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

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

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 5, 2015

NAME	RESIDENCE	BUSINESS
Lee Ann Adams	3031 Anderson Pike Signal Mtn, TN 37402 423-886-7692	Gearhiser, Peters, et al 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171
Leigh Ann Bachus	5300 Inlet View Lane Hixson, TN 37343 423-504-8686	C.W. Callihan, Inc. 5811 Lee Hwy, Ste. 414 Chattanooga, TN 37421 423-551-3056
Charlene Baldwin	15220 Defriese Road Birchwood, TN 37308 423-883-1045	D.L. Enterprises 1961 Northpoint Blvd. Hixson, TN 37343 N/A
Kelly M. Boyd	801 Center Grove Road Lafayette, GA 30728 423-991-1172	University Oncology, et al 979 E. 3rd St., Ste. A0540 Chattanooga, TN 37403 423-778-9250
Tracy L. Bradley	9020 Greystone Valley Dr. Ooltewah, TN 37363 423-238-9007	Dexter W. White Construction 2401 Broad St., Suite 101 Chattanooga, TN 37408 423-843-0033
Robin M. Brown	4921 Meadow Trace Lane Chattanooga, TN 37343 423-870-1406	Chambliss, Bahner, et al 605 Chesnut St., Ste. 1700 Chattanooga, TN 37450 423-756-3000
Nikki Buchanan	54 Scenic Circle Ringgold, GA 30736 423-505-9466	University Oncology, et al 979 E. 3rd St., Ste. A0540 Chattanooga, TN 37403 423-778-9250
Margaret L. Burchard	5555 Hixson Pike, # 612 Hixson, TN 37343 423-313-1118	Miller Industries Towing, et al 8503 Hilltop Dr. Ooltewah, TN 37363 423-238-4171
Paula R. Coleman	8215 New England Drive Chattanooga, TN 37421 423-894-7055	City of Chattanooga 100 E. 11th St., Ste. 200 Chattanooga, TN 37402 423-643-7331
Kerre L. Conerly	5735 Cosmos Ct. Ooltewah, TN 37363 423-432-2869	Collegedale Academy 4855 College Dr. Collegedale, TN 37315 423-396-2124

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 5, 2015**

NAME	RESIDENCE	BUSINESS
Valarie B. Cox	402 Flagstone Drive Rossville, GA 30741 N/A	Levitt & Levitt 312 Vine Street Chattanooga, TN 37403 423-266-7555
Rebecca Creswell	6037 St. Andrews Way Hixson, TN 37343 423-255-7972	Transport Enterprise Leasing, LLC 400 Birmingham Hwy Chattanooga, TN 37419 423-463-3363
Jennifer G. Crowell	3802 Anderson Pike Signal Mtn, TN 37377 423-886-7263	Ham Co Clerk 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6538
Crystal Current	968 Hiram Ave. Chattanooga, TN 37415 423-508-5526	Title World, Inc. 2309 Lafayette Rd. Fort Ogelthorpe, GA 30742 706-866-0770
Robert Davis	813 Federal St. Chattanooga, TN 37405 931-703-1002	Davis, Kessler, & Davis 705 Dinah Shore Blvd. Winchester, TN 37398 931-967-7000
Ashley Megan Dilbeck	46 Homewood Drive Ringgold, GA 30736 423-838-5013	Solutions Pharmacy, Inc. 5517 Little Debbie Pkwy Collegedale, TN 37315 423-894-3223
Beth Eubanks	8853 Wilson Creek Dr. Ooltewah, TN 37363 N/A	JDH Co., Inc. 1133 E. Main St. Chattanooga, TN 37408 423-267-7663
Ashley Wolfe Evans	2817 Haywood Ave. Chattanooga, TN 37415 423-266-3235	Volunteers in Medicine, Chatt. 5705 Marlin Rd., Suite 1400 Chattanooga, TN 37411 423-855-8220
Norma Ferrer	190 Frawley Road East Ridge, TN 37412 423-999-6404	Ferrer's Multiservices 5507 Brainerd Road Chattanooga, TN 37411 423-321-8308
Sheryl M. Fowler	813 Ashbrook Dr. Hixson, TN 37343 N/A	Patrick, Beard, Schulman, et al 537 Market St., Ste. 202 Chattanooga, TN 37402 423-756-7117

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 5, 2015**

NAME	RESIDENCE	BUSINESS
Tally R. Glover, Jr.	615 Highview Dr. Chattanooga, TN 37415 423-870-4244	Grace Home Primary Care 100 Cherokee Blvd., Ste. 104 Chattanooga, TN 37405 423-362-8400
Richard W. Gordon	6815 Chiswick Dr. Chattanooga, TN 37421 423-802-3524	Dale Buchanan & Associates 1206 Pointe Center Dr., S-110 Chattanooga, TN 37421 800-945-4950
Lei Lei Graeflin	149 Acorn Oaks Cir., Apt. 325 Chattanooga, TN 37405 615-732-7671	M&M Industries, Inc. 316 Corporate Place Chattanooga, TN 37419 423-821-3302
Glenn Green	P.O. Box 693 Ooltewah, TN 37363 423-443-1056	N/A N/A N/A N/A
Tanacha L. Griffin	6832 Robin Drive Chattanooga, TN 37421 423-894-8542	N/A N/A N/A N/A
Christy M. Harden	564 Smoketree Circle Ringgold, GA 30736 706-965-7898	H&H Brown, Inc. 1803 Polk St. Chattanooga, TN 37408 423-267-9655
Corey Higby	1853 South Prairie Circle Hixson, TN 37343 201-632-3009	Franklin Wealth Management 4700 Hixson Pike Hixson, TN 37343 423-870-2140
Scott Hooker	3360 Haywood Avenue Chattanooga, TN 37415 423-994-8896	Playcore 401 Chesnut St., Ste. 410 Chattanooga, TN 37402 423-265-7529
Emily Hopper	1211 Pembroke Ln. Chattanooga, TN 37421 205-534-9101	Charlotte Kimsey, Esq. 511 Georgia Ave., 2nd Floor Chattanooga, TN 37403 423-402-0127
Brandy Hutsell	111 Timberknoll Cir., Apt. 41 Chattanooga, TN 37421 423-635-8865	Cash Express 74 E. Brainerd Rd. Chattanooga, TN 37421 423-899-6808

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 5, 2015**

NAME	RESIDENCE	BUSINESS
Donna G. Igou	8508 Creek Stone Dr. Chattanooga, TN 37421 423-894-8415	Sherrell, Rutherford, et al 4513 Hixson Pk., Ste. 105 Hixson, TN 37343 423-875-6565
Beth B. Johns	9012 Quail Mtn Dr. Chattanooga, TN 37421 423-892-7168	Miller & Martin PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37421 423-756-6600
Juanita B. Johnson	8720 Highway 58 Harrison, TN 37341 423-344-6623	N/A N/A N/A N/A
Cathleen Jordan-Reeves	2407 E. 14th St. Chattanooga, TN 37404 423-624-9376	Professional Billing Associates Same Same 423-544-6539
Robyn Kendrick	218 Shawnee Trl. Chattanooga, TN 37411 423-551-4231	Bank of America 3620 Tennessee Ave. Chattanooga, TN 37409 423-752-1225
Starlet D. Kilgore	2000 S. Orchard Knob Ave. Chattanooga, TN 37404 423-505-3735	Brainerd Medical Assistants 4929 Brainerd Road Chattanooga, TN 37411 423-894-5003
Betty LaMance	907 Belvoir Hills Dr. East Ridge, TN 37412 423-698-7867	City of East Ridge 1517 Tombras Ave. East Ridge, TN 37412 423-867-7323
Joseph Leigh	149 Sullivan Lane Lafayette, GA 30728 N/A	Architectural Surfaces, LLC 405 E Main St. Chattanooga, TN 37408 423-899-6233
Kimberly D. Lewis	8833 Wilson Creek Dr. Ooltewah, TN 37363 865-604-0970	Benchmark Physical Therapy 8823 Production Lane Ooltewah, TN 37363 423-238-7217
Clata Long	32 Van Dell Dr. Rock Spring, GA 30739 423-838-1210	Atty Dale Buchanan 6576 E. Brainerd Road Chattanooga, TN 37421 423-894-2552

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 5, 2015**

NAME	RESIDENCE	BUSINESS
Sharon Martin	1820 Rolling Brook Drive Cleveland, TN 37323 423-351-3362	City of Chattanooga 101 E. 11th St., Ste. 200 Chattanooga, TN 37402 423-643-7318
Linly S. Mason	200 Windmere Dr. Chattanooga, TN 37411 423-240-5864	First Tennessee Bank 701 Market St. Chattanooga, TN 37402 423-757-4198
Janet R. Middleton	827 Hardin Dr. East Ridge, TN 37412 423-486-6431	City of East Ridge 1517 Tombras Ave. East Ridge, TN 37412 423-867-7711
Victoria Lynn Middleton	1801 Hidden Harbor Road Hixson, TN 37343 423-843-9789	Advanced Insurance 5422 Hixson Pike Hixson, TN 37343 423-842-7508
Jillian R. Mitchell	118 Gravitt Road Soddy Daisy, TN 37379 423-637-2003	Gothard & Brown 707 Georgia Ave., Ste. 301 Chattanooga, TN 37402 423-756-2707
Jamie Patterson	953 Skyline Drive Rossville, GA 30741 423-693-5431	Dale Buchanan & Associates 6576 E. Brainerd Rd. Chattanooga, TN 37421 423-894-2552
Deborah L. Phillips	9532-A E. Brainerd Rd. Chattanooga, TN 37421 423-779-2145	Advance Loan & Jewelry, LLC 4744 Hwy 58, Ste. 100 Chattanooga, TN 37416 423-485-5548
Deborah Pierce	6401 Cove Pointe Lane Hixson, TN 37343 423-843-2598	Pierce Law Firm, PLLC 4513 Hixson Pike, Ste. 109 Hixson, TN 37343 423-648-4303
John Pineda	190 Frawley Road East Ridge, TN 37412 423-999-6404	Ferrer's Multiservices 5507 Brainerd Road Chattanooga, TN 37411 423-321-8308
Karen Poole	202 Eveningside Dr. Chattanooga, TN 37404 423-486-3335	BlueCross BlueShield of TN 1 Cameron Hill Circle Chattanooga, TN 37404 423-535-3593

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 5, 2015****NAME****RESIDENCE****BUSINESS**

Sherry L. Radauscher

629 41st St. NE
Cleveland, TN 37312
423-284-4148Law Offices of Lloyd Stanley
633 Chesnut St., Ste. 630
Chattanooga, TN 37450
423-634-2277

Claudia E. Reynolds

175 White Road S.E.
Old Fort, TN 37362
423-244-4241Valley Signs and Surveys, LLC
9092 Jetrail Dr.
Ooltewah, TN 37363
423-238-6683

James Robinson

1920 Gunbarrel Rd., Apt. 315
Chattanooga, TN 37421
423-903-8159Law Office of Peter English
6139 Preservation Dr., Ste. 2
Chattanooga, TN 37416
423-510-0410

Amanda Victoria Rodriguez

6962 Tiffany Lane
Chattanooga, TN 37412
931-304-5035Ferrer's Multiservices
5507 Brainerd Road
Chattanooga, TN 37411
423-331-8308

Alta L. Russell

4212 Webb Road
Chattanooga, TN 37416
423-296-8141Miller Electrical Contractors
613 Shallowford Road
Chattanooga, TN 37411
423-698-4141

Pamela A. Sekenski

6513 Shallow Mar Lane
Hixson, TN 37343
423-596-0775Chambliss, Bahner, et al
605 Chesnut St., Ste. 1700
Chattanooga, TN 37450
N/A

James P. Shannon

117 Mitchell Lane
Rossville, GA 30741
423-802-8097Milligan-Reynolds, et al
724 Cherry Street
Chattanooga, TN 37402
423-756-0911

Pamela A. Shelley

8508 Creek Stone Dr.
Chattanooga, TN 37421
423-894-8415Sherrell, Rutherford, et al
4513 Hixson Pk., Ste. 105
Hixson, TN 37343
423-875-6565

Karla W. Shelton

P.O. Box 98
Pikeville, TN 37367
423-447-6551Evans Harris Hackett, PLLC
835 Georgia Ave., Ste. 800
Chattanooga, TN 37402
423-648-7890

Sarah Simpson

6424 Snow Hill Road
Ooltewah, TN 37363
804-380-7655McKinnley Excavating, LLC
411 W. 21st St.
Chattanooga, TN 37408
423-314-5041

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**AUGUST 5, 2015**

NAME	RESIDENCE	BUSINESS
Christina Smith	939 County Rd. 287 Stevenson, AL 35772 423-280-3432	M&M Industries, Inc. 316 Corporate Place Chattanooga, TN 37419 423-821-3302
Kim R. Strickland	4915 Willow Lawn Drive Chattanooga, TN 37416 423-344-8692	TVA 2440 Igou Ferry Road Soddy Daisy, TN 37379 423-843-7101
Nicole M. Striker	70 Woodbury Ct. Ringgold, GA 30736 706-937-5959	Benchmark Physical Therapy 8823 Production Lane Ooltewah, TN 37363 423-238-7217
Anna Sutton	1064 Shallowford Road Chattanooga, TN 37411 423-316-7892	TVA 2440 Igou Ferry Road Soddy Daisy, TN 37379 423-843-7101
Christon Hayes Taylor	343 Tucker St. Chattanooga, TN 37405 423-304-0770	Contemporary Healthcare Cap. 801 Broad St., Suite 200 Chattanooga, TN 37402 423-424-1827
Juanita Teeters	122 Terri Ln. Chickamauga, GA 30707 423-774-0085	SunTrust Bank 1900 Gunbarrel Rd Chattanooga, TN 37421 423-591-6751
Martha M. Tiffin	3302 Bonneville Circle Chattanooga, TN 37419 423-821-0040	Chattanooga Times Free Press 400 E. 11th St. Chattanooga, TN 37403 423-757-6247
Jocelyn Turnipseed	1606 Shady Circle Chattanooga, TN 37405 205-908-7603	A. Emma Flynn P.O. Box 4191 Chattanooga, TN 37405 423-304-9757
Ashley Vukov	100 S. Saint Marks Ave Chattanooga, TN 37411 423-326-9740	Title World, Inc. 2309 Lafayette Rd. Fort Ogelthorpe, GA 30742 706-866-0770
Vicki L. Walker	6605 Glenbrook Lane Hixson, TN 37343 423-875-3204	Regions Bank 1965 Northpoint Blvd. Hixson, TN 37343 423-634-4060

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
AUGUST 5, 2015**

NAME	RESIDENCE	BUSINESS
Tara Watson	62 Cloud Springs Rd. Rossville, GA 30741 423-718-0233	Behavioral Health Associates 6216 Airpark Dr. Chattanooga, TN 37421 423-899-0024
Callie Watson	909 Ridgestone Trail Chattanooga, TN 37421 423-432-9590	Delegator, LLC 426 Market St. Chattanooga, TN 37402 423-402-8100
Philip B. Whitaker, Jr.	13 Turnberry Lane Lookout Mtn, GA 30750 N/A	Baker Donelson, et al 633 Chesnut St. Chattanooga, TN 37450 423-209-4182
Rebecca Siera Woods	107 Stratford Way Signal Mtn, TN 37377 423-886-4570	Self-Employed P.O. Box 908 Chattanooga, TN 37401 423-756-5660
Nannette Woulfe	1471 Weeks Dr. NE Cleveland, TN 37312 615-426-2997	Carmax 2211 Overnite Drive Chattanooga, TN 37421 423-414-3500

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
AUGUST 5, 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.

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Amanda R. Miller	June 10, 2015	July 2, 2015
Kristy L. Guhne	June 10, 2015	July 2, 2015
Bob E. Lype	June 22, 2015	July 2, 2015
Tina Thomas	June 22, 2015	July 2, 2015
Autumn Hatfield	May 26, 2015	July 2, 2015
C. Allshouse	May 11, 2015	July 6, 2015
Holly M. Perkins	November 10, 2014	July 6, 2015
M. Scott Ferguson	June 10, 2015	July 7, 2015
Debbie S. Byrd	June 10, 2015	July 7, 2015
Julie H. Geib	June 22, 2015	July 7, 2015
Aaron Clifton Turnmire	April 20, 2015	July 7, 2015
Victor Vosen	June 22, 2015	July 7, 2015
Jennifer L. Rodriguez	June 22, 2015	July 7, 2015
Dorothy A. Robinson	June 10, 2015	July 7, 2015
Nichlas Rivers	May 11, 2015	July 7, 2015
Sandra Cranmore	April 20, 2015	July 7, 2015
Donna K. Comers	June 22, 2015	July 7, 2015
Alyssa Johnston	June 22, 2015	July 8, 2015
Kim Whitworth	June 22, 2015	July 8, 2015
Gregory N. Alford	June 22, 2015	July 8, 2015
Lauren Demars	April 9, 2015	July 8, 2015
Minique Renee Murphy	June 22, 2015	July 8, 2015
Nathan Bafford	June 22, 2015	July 8, 2015
Michael L. West	June 10, 2015	July 8, 2015
Dee. W. Brandt	June 22, 2015	July 8, 2015
Aleetra Shaw-Rice	June 10, 2015	July 8, 2015
Dorothy J. August	June 10, 2015	July 8, 2015
Colleen M. Gilley	March 9, 2015	July 8, 2015
Emily Taylor	June 22, 2015	July 8, 2015
Mary F. Sarrell	June 22, 2015	July 9, 2015
Gabriela Silva	May 11, 2015	July 9, 2015
Sheri R. Medlin	June 22, 2015	July 9, 2015
Deree Chapman	June 22, 2015	July 9, 2015
Angela Price	February 10, 2015	July 9, 2015
Debra L. Brooks	June 10, 2015	July 9, 2015
Jenny Hawkins	June 22, 2015	July 9, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
AUGUST 5, 2015**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Meridith L. Dean	June 22, 2015	July 9, 2015
Rebecca S. Harris	June 22, 2015	July 10, 2015
Theresa G. Ulrey	June 10, 2015	July 10, 2015
Stacie B. Helton	March 23, 2015	July 13, 2015
Linda M. McCrum	June 22, 2015	July 13, 2015
Lisa M. Hale	June 22, 2015	July 13, 2015
Sarah Lipp	May 11, 2015	July 13, 2015
Cynthia Jennemann	June 10, 2015	July 14, 2015
Rosemary Wensel	June 10, 2015	July 14, 2015
Candie Sane	June 10, 2015	July 14, 2015
Robbin L. Shipley	June 22, 2015	July 14, 2015
Jennifer Johnson	June 22, 2015	July 14, 2015
Demetria Leak	June 10, 2015	July 14, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF JUDICIAL COMMISSIONERS
AUGUST 5, 2015**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Robert Davis, Judicial Commissioner	July 8, 2015
Pete Johnson, Judicial Commissioner	July 9, 2015
Jeff Davis, Judicial Commissioner	July 10, 2015
Robert Meeks, Judicial Commissioner	July 13, 2015

OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

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


Robert Davis

Sworn to and subscribed before me this 8 day of July, 2015.


Pamela J. Wenzel, Deputy Clerk
HAMILTON COUNTY CLERK'S OFFICE

**OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER**

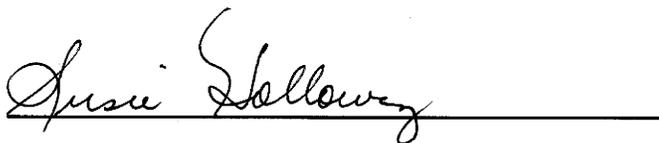
STATE OF TENNESSEE)

COUNTY OF HAMILTON)

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


Pete Johnson

Sworn to and subscribed before me this 9th day of July, 2015.



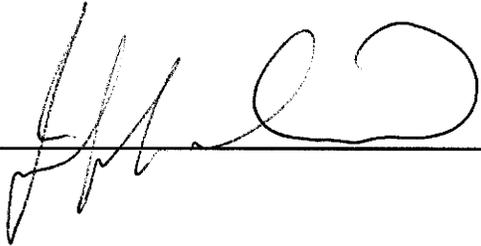
OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER

STATE OF TENNESSEE)

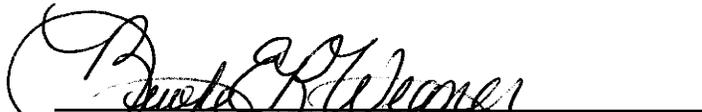
COUNTY OF HAMILTON)

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

Jeff Davis



Sworn to and subscribed before me this 10 day of July, 2015.



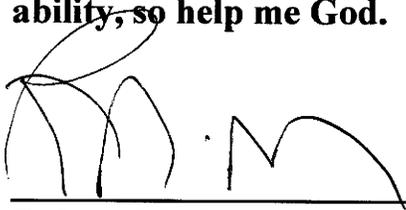
HAMILTON COUNTY CLERK'S OFFICE

OATH OF HAMILTON COUNTY
JUDICIAL COMMISSIONER

STATE OF TENNESSEE)

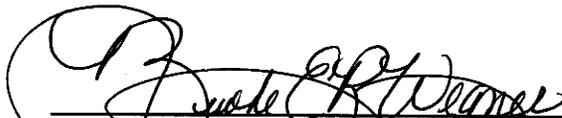
COUNTY OF HAMILTON)

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



Robert Meeks

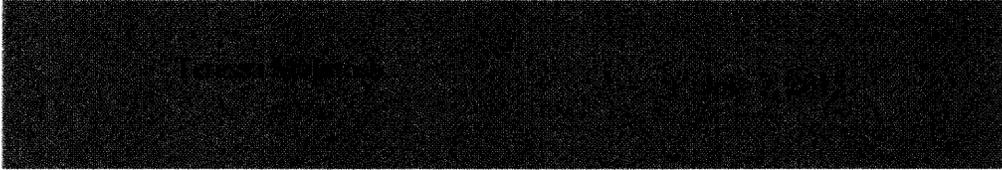
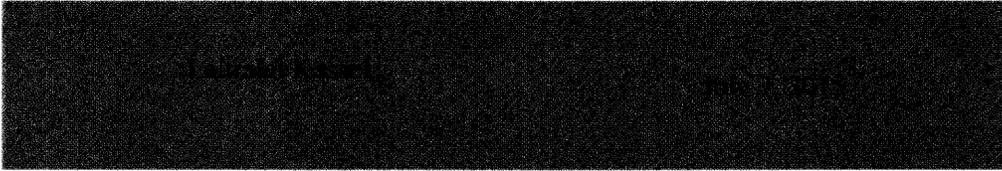
Sworn to and subscribed before me this 13 day of July, 2015.



HAMILTON COUNTY CLERK'S OFFICE

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
THE OATHS OF DEPUTY COUNTY CLERKS
AUGUST 5, 2015**

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

Name	Date of Oath
	
Melissa Kinsey	July 7, 2015
	
Taja Thomas	July 7, 2015
	
Nathaniel Parrow	July 9, 2015

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

STATE OF TENNESSEE

COUNTY OF HAMILTON

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

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

x Heidi Lara

Sworn to and subscribed before me this 14th day of January, 2015

Monica T. Brown
My Comm. Exp. 4/19/17



OATH
DEPUTY COUNTY CLERK
HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE)

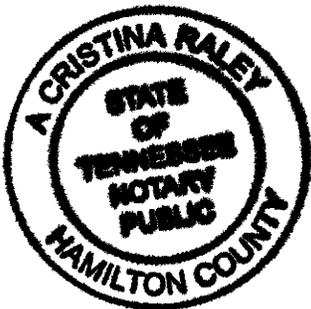
COUNTY OF HAMILTON)

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

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

Melissa Kinsey

Sworn to and subscribed before me this 7 day of July, 20 15



Cristina Raley

OATH
DEPUTY COUNTY CLERK
HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

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

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

Teressa McIntosh

Sworn to and subscribed before me this 7 day of July, 20 15.



Cristina Raley

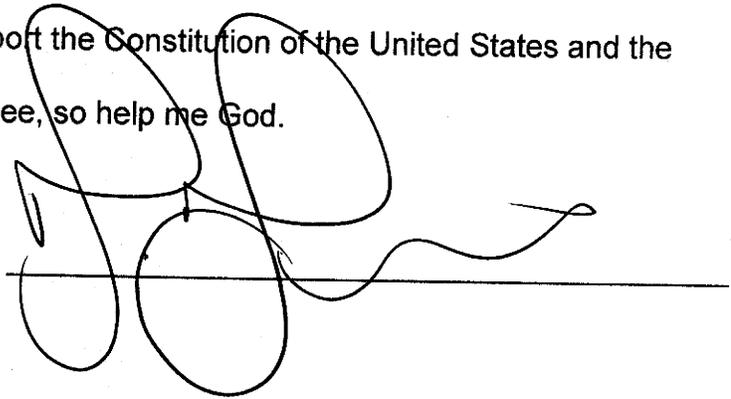
OATH
DEPUTY COUNTY CLERK
HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

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

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



A handwritten signature in black ink, appearing to read 'Taja Thomas', written over a horizontal line.

Sworn to and subscribed before me this 7 day of July, 2015.



A handwritten signature in black ink, appearing to read 'Cristina Raley', written over a horizontal line.

OATH
DEPUTY COUNTY CLERK
HAMILTON COUNTY, TENNESSEE

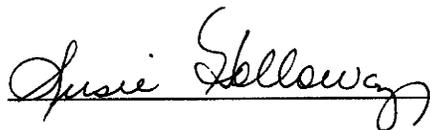
STATE OF TENNESSEE)
COUNTY OF HAMILTON)

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

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



Sworn to and subscribed before me this 7th day of July, 20 15.



OATH
DEPUTY COUNTY CLERK
HAMILTON COUNTY, TENNESSEE

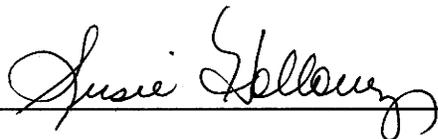
STATE OF TENNESSEE)
COUNTY OF HAMILTON)

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

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



Sworn to and subscribed before me this 9th day of July, 20 15.





Hamilton County Board of Commissioners **RESOLUTION**

No. 815-3

A RESOLUTION TO REAPPOINT TWO (2) MEMBERS AND APPOINT SEVEN (7) MEMBERS TO THE CITIZENS ADVISORY BOARD FOR RECREATION FOR A TWO (2) YEAR TERM BEGINNING AUGUST 5, 2015 AND ENDING AUGUST 5, 2017.

WHEREAS, the Board of Commissioners and the County Mayor appoint members to the Citizens Advisory Board for Recreation; and

WHEREAS, the terms of the members have expired; and

WHEREAS, all members shall serve a maximum of Two (2) consecutive terms of Two (2) years.

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

That the following persons be appointed and reappointed to the Citizens Advisory Board for Recreation for a term of two (2) years beginning August 5, 2015 and ending August 5, 2017.

APPOINTEE

Margaret Chastain
Jerry Jeansonne
Vince Butler
Al Cantrell
Richard Phillips
Bill McCord
Mike Steele

APPOINTED BY

Commissioner Fairbanks
Commissioner Fields
Commissioner Haynes
Commissioner Beck
Commissioner Graham
Commissioner Smedley
Commissioner Bankston

REAPPOINTEE

Greg Walton
Jonathan Mason

APPOINTED BY

Commissioner Mackey
Commissioner Boyd

**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

August 5, 2015

Date

Al Cantrell
423-320-0451
Cantrell_a@chattanooga.gov

Brainerd High School 1980-82
Virginia State University 1983-86

Virginia State University Basketball staff 1987-89
Continental Basketball Association 1990-present
Chattanooga Parks and Recreation, All Stars Scouting service 1997-present

Miles Stone Prep School Head Master 2010-2011

Bill McCord
Cell - 423-488-5893
Home - 423-892-3763
9804 Frost Creek Drive
Ooltewah, TN 37363

Bill is a semi-retired contract engineer for UCSynergetic working with their client, AT&T. Bill retired from AT&T in 2010 after over 35 years serving in many capacities across the state of Tennessee. He and his family have been involved with the Ronald McDonald House of Greater Chattanooga since 1993 serving as weekend managers and shift volunteers. Bill is a past president of the board and has served on many operational and fundraising committees. He has been a board member for the March of Dimes in Columbia, TN and Chattanooga and past State President of the Tennessee BellSouth Telephone Pioneers. Bill has also been very active in several church volunteer and mission ministries in Chattanooga. He is a graduate of Tennessee Tech University with a B.S. in Electrical Engineering and is a licensed Professional Engineer in the State of Tennessee. Bill and his wife, Sandra, reside in Ooltewah, TN and have two adult daughters Amanda and Stacy who are also RMH volunteers. Amanda lives in Ooltewah, Stacy and her husband Andrew Sartoris live in Nashville, TN. Bill's hobbies include golf, reading, traveling to the beach, and home repair projects including lamps.

Jerry Jeansonne
714 Tiger Lily Trail
Chattanooga, TN 37415
Phone: 423-710-1260
Email: jjeansonne@comcast.net

Age: 75, born 1939
Hometown: New Orleans, LA
Education: LSU, 1962 BS Forestry
Military: US Navy 62-64
Career: Texas Forest Service, 64-65
USFS, 65-94
City of Chattanooga, 2000-2009
Hobbies- Wood Carving @ Horsin Around
Reading
Volunteer: Erlanger Hospital, 1500 hours
Homeowners Association: President, 2014- current

Margaret H. Chastain
206 Northern Trails Dr.
Soddy-Daisy, TN 37379
Cell: 423-645-8349

Married 34 yrs. -Melvin J. Chastain
1 daughter-Cassandra LaDonna Griffitts-lives in Al.
1 grand-daughter and 2 great-grandchildren

Member of Holy Spirit Catholic Church in Soddy-Daisy (member of the original 49 family-, established in 1999)

Work:

last 10 yrs. HCDE @Sub-Teacher, in Soddy-Daisy area

Retired from City of Chattanooga Police Dept - 27 yrs of service
(during that time, I was a dispatcher and supervisor, worked in Juvenile-Missing Person Div, Information/Records Division and last 3 yrs was the Supervisor/Mgr of that division)

I also served on the Board for the Accreditation, writing policies for the department to become Accredited Agency.

Worked at Rehab South Physical Therapists.

Services:

Past.-member and Officer of Chattanooga Police Dept. Toastmasters-Club NO.. 6323

Past, volunteer Red Cross- worked at North-Park Hospital

now serve as Extraordinary Minister of Holy Communion@ Holy Spirit Catholic Church in Soddy-Daisy

Serve on Planning Commission-for Soddy-Daisy.

work with the Knights of Columbus group from my church- Habitat for Humanity, Mental Challenged program

Past volunteer many years at River bend

worked with the Vietnam Vet. Group from Soddy-Daisy, to establish the "Wall of Honor" for the park in Soddy-Daisy.

Worked 40 + yrs on trying to get good people elected to office, on city, county, state and national level.

Michael Steele

Business and Professional

Owner partner- PayPro HCS Chattanooga,TN (8 years)

Pastor Cross Roads Baptist Church Ooltewah,TN (20 years)

Community Involvement

City of East Ridge

Council-5years

Mayor-4 years

- During term lead in the building of arena at Camp Jordan, adding baseball/softball fields, new soccer fields and new lighting on all fields

Chattanooga Convention and Visitors Board of Directors-current

- Have served 5 years

Tennessee Jr Miss Program

- Chairman of the TN program 7 years (scholarship program for women)

Chattanooga Rotary Club

The Next Door- Advisory Board

-

Name: Richard H Phillips Jr
Address: 3313 Pioneer Dr.
Chattanooga, TN 37419
Phone: 423-432-6225
Email: lindberg1@epbfi.com

Schools: Signal Mountain Elementary, Signal Mountain Junior High, Chattanooga High School,
Chattanooga State CC, UTC

Work: Hailey Chevrolet, John Martin Construction Company, Phillips Builders, Retired from Chattanooga
Police Dept. (1984-2011)

I played Baseball and Softball for most of my life at numerous parks around town, Montague Park,
Warner Park East Chattanooga Recreation, etc.

I have two sons which I have coached in the Dizzy Dean League playing at parks in and around
Chattanooga and who are currently both playing Travel Ball

I have served on the Board of Lookout Valley Recreation Assn as Vice-President for the last 3 years.

Sports are a vital necessity for our children to give them a positive way to use their energy and to
develop friendships and learn to work together with others. Recreation Parks are necessary to help
make this happen. I would greatly appreciate the opportunity to assist in making our parks better for all

Vince Butler, President Butler Consulting

Cell Phone: (423) 290-1470

E-mail: vince.a.butler@gmail.com

With more than 20 years of experience in the public relations industry, Vince Butler has overseen award-winning campaigns and provided strategic communications for a wide range of local, regional and national clients. Throughout these years, Vince has helped clients develop and execute integrated campaigns that leverage public relations and social media strategies to effectively position their brand and its core messages to customers, key stakeholder groups and the media. Since launching Butler Consulting in 2012, Vince has also worked with The Johnson Group to support all of the strategic communications and public relations services for the firm's marketing and advertising clients.

Prior to launching Butler Consulting, Vince worked for The Moriah Group for nearly eight years where he worked with clients from a wide range of industries, including public education, regulated water and wastewater utilities, telecom, politics and non-profits. During his tenure with The Moriah Group, Vince provided strategic counsel to local and national clients on how they can develop, implement and manage their advertising, media relations, social media, public affairs and grassroots advocacy programs with one goal in mind – shaping public opinion to drive decisions that will help clients accomplish their goals.

Before moving to Chattanooga in 2001, Vince worked for Texas Instruments as the media relations program manager for its analog semiconductor division where he managed the day-to-day media relations and communication activities for the company. One of the highlights while working with Texas Instruments was Vince's involvement in the public relations campaign for the grand opening of the \$1 billion Jack Kilby Research and Development Center in Dallas, which would later be recognized by his peers with a Bronze Quill Award (1998) from the International Association Business Communicators (IABC).

Before joining Texas Instruments, Vince worked at BSMG Worldwide where he was responsible for supporting the media relations activities for a variety of technology clients, including SABRE, Amtech, Transamerica, Unisys and the Wireless Applications Protocol Forum.

As a 2012 graduate of Leadership Chattanooga and an active member of Hixson United Methodist Church, Vince continues to volunteer his time and resources to several organizations, including the Government Affairs Committee for WTCI-TV 45, the city of Chattanooga's Sport Committee and the Children's Ministry Committee at his church.

Vince graduated from the University of North Texas in 1995 after earning a degree in journalism with a minor in political science. He currently lives in Hixson, Tennessee with his wife, Amy, and his two sons, Alex (15) and Read (8). When not working, Vince enjoys coaching baseball with his sons and playing golf.



Hamilton County Board of Commissioners RESOLUTION

No. 815-4

A RESOLUTION TO REAPPOINT TWO (2) MEMBERS AND APPOINT ONE (1) MEMBER TO THE HAMILTON COUNTY EMPLOYEE APPEALS BOARD FOR A TWO (2) YEAR TERM BEGINNING AUGUST 5, 2015 AND ENDING AUGUST 5, 2017

WHEREAS, the Hamilton County Government Personnel Rules and Regulations provide for the appointment of a Employee Appeals Board; and

WHEREAS, Commissioners representing Districts 1, 2, and 3 have reappointed Brenda Erwin for said term.

WHEREAS, Commissioners representing Districts 4, 5, and 6 have reappointed Manuel Rico for said term.

WHEREAS, Commissioners representing Districts 7, 8, and 9 have appointed Bill Reesor for said term.

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

That Brenda Erwin and Manuel Rico are hereby reappointed and Bill Reesor is hereby appointed to the Hamilton County Employee Appeals Board for a term beginning August 5, 2015 and ending August 5, 2015.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date

Bill Reesor
1404 Woodway Drive
Ooltewah, Tn. 37363
(423) 892-6313

Experience:

1960-1965

US Air Force Jet Engine Mechanic and Flight Test/Engine Installation and Run Up Team Leader on B-47, and B-52 Strategic Bombers. Whiteman Air Force Base, Missouri, and Anderson Air Force Base, Guam. Member of Reflex Jet Engine Installation Team, Tachikawa, Japan

1965-1966

Crew Chief, T-28 and T-29 aircraft at US Air Force Pilot Training Base, Enid, Oklahoma.

1966-1969

1419 Data Processing Operator and 1401 Computer Operator, American National Bank, Chattanooga, Tn.

1969-1988

Jet Engine Technician and Instructor at Pacific Southwest Airlines, San Diego, California. Employee Representative on Pacific Southwest Airline Mechanics Stock Ownership Committee representing 5000 employees, and liaison to Employee Board Member Sol Price of the Price Costco Corporation, later to be known as Costco

1988-1991

Licensed as Series 6 and 63 Mutual Funds Agent, and later Regional Vice President of Monarch Financial Company, Los Angeles, California.

1991-2008

Sales Engineer, and Sales Manager of Resistance Welding Equipment and Robotics for the T.J. Snow Company, Chattanooga, Tennessee

Education:

1960

Graduate of Eldorado High School, Eldorado, Texas. Class Vice President

1972-1975

Completed Requirements for AS Degree in Business, Grossmont Community College, San Diego, California with a 3.25 grade point average

1975-1976

Completed all requirements for AS Degree in Marketing except two classes with a 3.25 grade point average.

Interests:

As President of The Arabian Riders And Breeders Society of San Diego, and an Arabian horse owner, I organized and planned Arabian horse shows, including a Fund Raiser for The American Cancer Society at the Griffith Park Equestrian Center, Los Angeles, California, securing the sponsorship and coordination with Dr. Armond Hammer, President and Chairman of the Board of The Oxidental Petroleum Corporation, and President Reagan's National Philanthropic Chairman for Cancer Research. I was also able to secure a ten thousand dollar grand prize offering of a breeding by Dr. Hammer's 1 million dollar stallion El Paso to our horse show. (I got the idea after seeing Dr. Hammer and his stallion on the Merv Griffin Show.) I raised Arabian horses for 8 years.

My other interest is in politics, and community issues, including being one of 8 members of HCRAA, Hamilton County Residents Against Annexation a 401C3 non-profit organization that successfully stopped former Mayor Littlefield from annexing by force residents of Hamilton County into the city of Chattanooga, leading to a state wide law being passed that forever prevents this from ever happening again in the State of Tennessee.



Hamilton County Board of Commissioners RESOLUTION

No. 815-5

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY INDUSTRIAL DEVELOPMENT BOARD FOR A TERM ENDING AUGUST 1, 2021.

WHEREAS, pursuant to Tennessee Code Annotated, Section 7-53-201 et seq. and Hamilton County Res. No. 781-48 and 881-14, certain members of Hamilton County Industrial Development Board are appointed by the County Mayor and confirmed by the Board of County Commissioners; and,

WHEREAS, the County Mayor has reappointed Danny Mayfield to a term of six years, beginning August 1, 2015 and ending August 1, 2021; and,

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

That the reappointment of Danny Mayfield to the Hamilton County Industrial Development Board is hereby confirmed for a term ending August 1, 2021.

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

August 5, 2015

Date

Dan Mayfield

7129 Saratoga Lane, Chattanooga, TN 37421

home: (423) 892-0339 | office: (423) 892 9696 | email: inspectordan@mindspring.com

PROFESSIONAL EXPERIENCE

1994-Present Owner, HouseMaster Home Inspection

- Provide home inspection and other testing and building inspection services within a 50-mile radius of Chattanooga.
- Company has performed more than 10,000 home inspections since 1994.

1989-1994 Tennessee Manager, Arrow Exterminators

- Managed corporate operations and oversaw company expansion in Chattanooga, Nashville and Knoxville markets.
- Supervised employees statewide, including sales, technicians and administrative staff.

1985-1989 Owner, Mayfield Pest Control

- Managed all company activities, including extermination, home inspection and other business and residential services.
- Expanded company into large market share throughout Southeast Tennessee.
- Sold company to Arrow Exterminators in 1989.

1971-1989 Vice President, Red Wing Exterminating Co., Inc.

- Oversaw growth of small family business into a top-50 national pest control business.
- Supervised all company employees and oversaw substantial hiring and business expansion.

COMMUNITY AND PUBLIC SERVICE

1977-Present Member, Hamilton County Industrial Development Board

- Served as Board chair since 1981.
- Appointed by Hamilton County Mayor.

1987-Present Member, Rotary Club of Chattanooga

1976-Present Member, First Baptist Church of Chattanooga

- Served multiple terms as Chairman of Deacons.

MEMBERSHIPS AND CERTIFICATIONS

State of Tennessee Home Inspector, License No. 0193.

Member, Kappa Sigma Alumni Association; Member, Greater Chattanooga Association of Realtors; Master Inspector Member, Home Inspectors of Tennessee Association; Previous Board Memberships include: Associated General Contractors, Home Builders Association Chattanooga, National Pest Control Association and Tennessee Pest Control Association.

EDUCATION

1975 Bachelor of Science. The University of Tennessee at Chattanooga.



Hamilton County Board of Commissioners RESOLUTION

No. 815-6

A RESOLUTION ACCEPTING THE PROPOSAL OF MID-WEST PRINTING COMPANY FOR BALLOT PRINTING SERVICES FOR THE HAMILTON COUNTY ELECTION COMMISSION FOR A PERIOD OF FOUR (4) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL FOUR (4) YEAR PERIODS, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement to provide printing of ballots on a unit price basis for use with the Dominion Voting ImageCast Optical Scan Voting System; and,

WHEREAS, the contract to is to be tied to normal election year cycles. The first term of the contract will run from the time of contract approval through December 31, 2018. Subsequent terms will be for four (4) year periods beginning on January 1st; and,

WHEREAS, Mid-West Printing Company was certified by Dominion Voting as qualified to print ballots for our equipment and has met all the proposal requirements; and,

WHEREAS, the proposal from Mid-West Printing Company was the only proposal received, but said proposal is deemed to be reasonable; and,

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

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

That the proposal of Mid-West Printing Company for ballot printing services for the Hamilton County Election Commission for a period of four (4) years, with the option to renew for two (2) additional four (4) year terms, 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

August 5, 2015

Date



Hamilton County Election Commission RFP for a Ballot Printing Services

RFP # 0415-141

Background

Hamilton County recently released a Request for Proposal (RFP) on behalf of the Hamilton County Election Commission for qualified vendors to provide Election Ballot Printing Services on a unit price basis for use with our Dominion Voting ImageCast Optical Scan Voting System.

In the fall of 2013, the Election Commission approved the purchase of the Dominion Voting ImageCast Optical Scan Voting System. New machines were delivered and were successfully utilized for use in all elections beginning in 2014. Since 1998, Mid-West Printing had previously been printing ballots for the Hamilton County Election Commission. To ensure continuity and a smooth first election in which the new voting machines were being utilized, Mid-West continued to print ballots for the Election Commission during 2014. As requested by the Election Commission Board of Commissioners, this RFP was issued to solicit a competitive bidding process at the conclusion of the 2014 election.

Below are the key expectations and requirements put forth in the RFP so as to evaluate both the qualifications and print quality of perspective vendors. Note that additional detail was provided in the RFP document itself. General vendor requirements included:

- Be certified by Dominion Voting as qualified to print ballots for our equipment prior to the issuance of this RFP;
- Have its own exclusive printing facility – no subcontracting will be allowed relative to the printing of Hamilton County ballots;
- Have a minimum of five (5) years experience in the printing of ballots for primary, general, and special elections;
- Be approved through the Dominion Voting Printer Certification Process and sign an amended contract with Dominion Voting as to the authorization to print ballots in the State of Tennessee prior to the award of any contract resulting from this RFP;
- Meet all Dominion Voting ImageCast Optical Scan Voting System Ballot specifications as well as the Hamilton County Election Commission specifications as detailed in the RFP document, including but not limited to:
 - Printer must provide proof of proper printing equipment and presses;
 - Printer must have sufficient paper stock available throughout the contract;
 - Printer must own their own printing facility and provide a controlled environment and required printing conditions. No subcontracting of printing will be allowed under the terms of this contract, except under disaster recovery conditions which must be approved in advance;
 - Printer must have enough staff to complete the project by specified deadline(s) and be able to dedicate staff for a 24-48 hour turnaround in emergency situations;

- Printer will be required to stay up-to-date on any and all updates to the Dominion Voting ImageCast Optical Scan Voting System itself as well as the DSuite Election Management System (DSuite EMS) as it pertains to ballot images, PDFs, and any print related functions or facets and adapt as changes are necessary;
- Printer must be able to produce the ballot stub through their system with our approved language, as the DSuite EMS does not currently support the Election Commission designing a stub;
- Must submit the required number of Mock Election Sample Ballots for testing as a part of the selection process -- sample ballots must be submitted at the same time as the proposal response and be packaged and labeled appropriately; and
- Must utilize the required paper stock and print Mock Election Sample Ballots in all required colors for evaluation and/or testing as a part of the selection process -- samples must be submitted at the same time as the proposal and be packaged and labeled appropriately.

Contract for Services

As stated in the RFP, it is the County's intent to enter into a four (4) year contract with the successful proposer with the option to renew for two (2) additional four (4) year periods with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. In recognition of the regularity of price increases due to the price of paper, price increases will be considered every two (2) years and tied to the election cycle. Any such increase must have documentation as to the justification / proof as to rationale for the increase and will be the lower of the documented request or the Consumer Price Index for the renewal period in question. It is the sole decision of the County as to the acceptance or rejection of mid-contract price increases.

The RFP Process

Currently there are sixteen (16) printers certified to print ballots for use on the Dominion Voting ImageCast Optical Scan Voting System. On January 16, 2015, all vendors who were certified by Dominion Voting to print ballots on this equipment received a letter from Kerry Steelman, Administrator of Elections, inviting them to participate in our process by indicating their interest in receiving our Request for Proposal (RFP). Of the sixteen (16) certified vendors, eight (8) contacted the Election Commission and made a request to receive a copy of our RFP.

RFP Responses

Of the eight (8) printers who asked to receive the Request for Proposal, only one submitted a proposal – Mid-West Printing Company. Mid-West Printing is located in Sapulpa, OK. As previously mentioned, Mid-West has been printing ballots for the Hamilton County Election Commission since 1998. They became certified on the Dominion Voting ImageCast Optical Scan Voting System by Dominion Voting on February 3, 2014 to coincide with the purchase and installation of the equipment by Hamilton County Election Commission.

Mid-West Printing met all of the requirements as specified in our RFP. They have provided/printed optical scan ballots since 1991, providing in excess of 10,000,000 ballots per year during election years. Additionally they have both offset and digital capability. They serve more than 500 customers in New Hampshire, Vermont, Massachusetts, Connecticut, Texas, Missouri and Oklahoma. Hamilton County Election Commission currently is their only customer in Tennessee – since 1998.

Ballots will be printed on a OCE Varioprint 6000 series digital press (3 years old) with the consecutive numbering being attached using their proprietary software. All perforations to create stubs are made using a ROSBack Perforator/Scoring machine Model 240 (3 years old) capable of 8,000 sheets per hour. Padding of ballots is done on 2 Bind-Fast 5 padding machines.

So that they can cover any last minute election requirements, they have a policy of being “on call” during any election cycle until the cycle is over. In the case of a disaster, they have an established partnership with Henry Adkins & Son out of Clinton, MO to handle any of their immediate needs.

Price Proposal

As allowing in the RFP, shipping costs (at actual cost) will be invoiced separately at time of order and is not added to the unit pricing below.

BALLOT SIZE/DESCRIPTION	BLACK INK ONLY WITH NO TINT <i>(Unit Price Per Ballot)</i>	BLACK INK WITH LIGHT BLUE OR BUFF TINTED HEADER <i>(Unit Price Per Ballot)</i>
A. 11 Inch Ballot with Stub Front		
1. Printing on <u>Front of Ballot Only</u>	\$.023	\$.025
2. Printing on Both <u>Front and Back of Ballot</u>	\$0.25	\$0.27
B. 14 Inch Ballot with Stub Front		
1. Printing on <u>Front of Ballot Only</u>	\$0.26	\$0.28
2. Printing on Both <u>Front and Back of Ballot</u>	\$0.28	\$0.30
C. 17 Inch Ballot with Stub Front		
1. Printing on <u>Front of Ballot Only</u>	\$0.29	\$0.31
2. Printing on <u>Both Front and Back of Ballot</u>	\$0.31	\$0.33

Overall Recommendation

Since 1998 Mid-West Printing has accurately and efficiently printed over 3.5 million ballots for Hamilton County. Given our success with their exceptional printing quality, unsurpassed customer service, and consistent pricing over the last 17 years, we strongly recommend that Mid-West Printing be awarded this unit price contract. We feel Mid-West will continue to provide voters of Hamilton County with the best option moving forward.

RFP#: 0415-141 Election Ballot Printing Services
Hamilton County, TN

Vendors:

Automated Election Services

Attn: Terry Rainey
P.O. Box 6306
Albuquerque, NM 87197
trainey@electionpeople.com
P) 505- 980-1076

Royal Printing Service

Attn: Kevin N. Passante /Alexandra Vidal
441 51st Street
West New York, NJ 07093
kpassante@royalprintingnj.com
avidal@royalprintingnj.com
P) 201-863-3131
F) 201-867-4437

Fidlar Election Services

Attn: Bruce Rich
6851 TPC Drive – Suite 900
Orlando, FL 32822
brich@fidlarelections.com
jwakeham@fidlarelection.com
P) 407-602-7395
F) 866-269-5119

Fort Orange Press

Attn: Jane Nieckarz
11 Sand Creek Road
Albany, NY 12205-1442
jnieckarz@fortorangepress.com
P) 518-489-3233 | 800-777-3233
F) 518-489-1638

Robis Elections, Inc.

Attn: Sam Sturm
300 S. County Farm Road, 3rd Floor
Wheaton, IL 60187
ssturm@robis.net
P) 630-752-0220

Mid-West Printing Company

Attn: Scott Seay
P.O. Box 650
Sapulpa, OK 74067
home@mwprint.net
P) 800-224-3666

RFP#: 0415-141 Election Ballot Printing Services
Hamilton County, TN

ColorSource, Inc.
Attn: Fred DeMarco
7025 Central Highway
Pennsauken, NJ 08109
fdemarco@colorsourceinc.com
P) 856-488-8100
F) 856-488-9181

Election Graphic, Inc.
Attn: William Sayers
9242 Kennedy Blvd.
North Bergen, NJ 07047
wsayers@earthlink.net
P) 201-758-9966

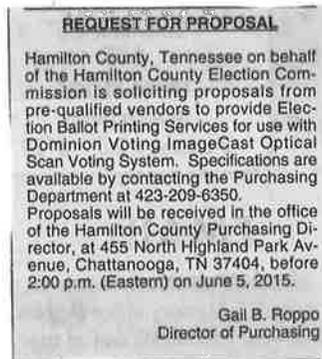
Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Tuesday, April 21, 2015

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee on behalf of the Hamilton County Election Commission is soliciting proposals from pre-qualified vendors to provide Election Ballot Printing Services for use with Dominion Voting ImageCast Optical Scan Voting System. Specifications are available by contacting the Purchasing Department at 423-209-6350.

Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:00 p.m. (Eastern) on June 5, 2015.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 815-7

A RESOLUTION APPROVING THE PURCHASE OF AN ANNUAL MAINTENANCE CONTRACT FOR MOBILE LAW VEHICLE WORKSTATION SOFTWARE AND FBR WORKSTATION SOFTWARE AMOUNTING TO \$51,476.15 FROM TRITECH SOFTWARE SYSTEMS FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for an annual maintenance contract, beginning August 7, 2015 through August 6, 2016, for Mobile Law Vehicle Workstation software and FBR Workstation software amounting to \$51,476.15 for the Sheriff's Department; and,

WHEREAS, TriTech Software Systems is the sole source for maintenance for this product; and,

WHEREAS, the amount of \$51,476.15 is considered economically fair; and,

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

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

That the quotation from TriTech Software Systems for an annual maintenance contract for Mobile Law Vehicle Workstation software and FBR Workstation software for the Sheriff's Department amounting to \$51,476.15 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

August 5, 2015

Date



TRITECH

SOFTWARE SYSTEMS

Invoice	IVC4004067
Date	7/16/2015
Page	1
Date Due	8/7/2015
User	rawyh

5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
800-882-2108
Fax: 858-799-7015

Bill To:

Hamilton County Sheriff's Department TN
600 Market Street
Chattanooga TN 37402

Tax ID: EXEMPT
Contact: Ronald Bernard
Email: Rbernard@hcsheff.gov
Fax: (423) 209-7001 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date:	Master No.
2015.2016	TN027	8/7/2015	8/6/2016	8/7/2015	
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-VMEMBL002	Mobile 24x7 Software Support Chattanooga server: #062041 Mobile 30, #071026 75 mobile, #081031 6 mobile, #091034 5 mobile	\$33,266.13	\$33,266.13	
1	V-VMEFBR001	FBR 24x7 Software Support #062041 30 FBR, #071026 75 FBR, #081031 6 FBR, #091034 5 FBR, #10061055 2 FBR, #12051045 PO P16348: 1 FBR license for Parks/Rec	\$13,814.02	\$13,814.02	
1	V-VMEFBR001	FBR 8x5 Software Support #5282 - 7 FBR workstation software licenses, 8x5	\$1,152.90	\$1,152.90	
1	V-VMERMS001	RMS 8x5 Software Support #5081 - 1 RMS handheld client, 8x5, prorated 12/3/14 - 8/6/16 = 613 days	\$434.56	\$434.56	
1	V-VOTOTH002	Remote Support Connectivity (Formerly Go To Assist)	\$400.00	\$400.00	
1	V-VMEMBL002	Mobile 24x7 Software Support #5694 - 8 VisionMOBILE Law Vehicle Workstation SW License	\$2,408.54	\$2,408.54	

Tax ID 95-3871079
For questions-call 858-799-7401

Subtotal	\$51,476.15
Misc	\$0.00
Tax	\$0.00
Total	\$51,476.15

INVOICES ARE EMAILED BUT NO HARD COPY IS MAILED.
THANK YOU

Remit to: TriTech Software Systems, PO Box 203223, Dallas, TX 75320-3223



June 15, 2015

Hamilton County Sheriff's Office
600 Market Street
Chattanooga, TN 37402

Attn: Ronald Bernard, IT Director

Re: Sole Source for TriTech Annual Software Support Renewal
TriTech Quotation #QTE4000352V

Dear Mr. Bernard:

In reference to Hamilton County's upcoming Annual Software Support renewal term of August 7, 2015 through August 6, 2016, this letter serves as confirmation that as the developer and owner of the copyright to TriTech Software Systems' suite of software applications (including Inform RMS, Inform FBR and Inform Mobile), TriTech is the sole source for additional software licenses as well as support and other specific related services for TriTech's software.

We look forward to our continued relationship with the Hamilton County Sheriff's Office. Should you have any questions, please do not hesitate to contact your TriTech Account Executive, Denny Fischer, at 858-799-7468, or via e-mail at denny.fischer@tritech.com, or the undersigned at 858.799.7372 (roxanne.lerner@tritech.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Roxanne Lerner".

Roxanne Lerner
Director of Contracts

Cc: Denny Fischer, TriTech Account Executive



Hamilton County Board of Commissioners RESOLUTION

No. 815-8

A RESOLUTION ACCEPTING THE BID FROM GT DISTRIBUTORS OF GEORGIA, INC. FOR NEW GLOCK 22-GEN 4 WEAPONS VIA A WEAPONS EXCHANGE PROGRAM FOR THE SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received for new and unused Glock 22-Gen 4 weapons via a weapons exchange program as authorized by T.C.A. § 39-17-1317 on behalf of the Hamilton County Sheriff's Office; and,

WHEREAS, in accordance with T.C.A. § 39-17-1317, weapons confiscated by a law enforcement officer and declared to be contraband by a court of record exercising criminal jurisdiction may petition the court for permission to dispose of any such firearms by exchange for other firearms, ammunition, or body armor; and,

WHEREAS, the exchange of firearms for these specified items used for legitimate law enforcement purposes is permitted only between the county law enforcement agency and a licensed and qualified law enforcement firearms dealer; and,

WHEREAS, the bid from GT Distributors of Georgia, Inc. amounting to \$41,309.00 for the confiscated weapons allows for the exchange of (100) new Glock 22 weapons with night sights and (5) additional magazines and was the best bid received; and,

WHEREAS, there is no additional cost to Hamilton County.

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

That the bid of GT Distributors of Georgia, Inc. for new Glock 22-Gen 4 weapons via a weapons exchange program for the Sheriff's Office 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

August 5, 2015

Date

BID SPECIFICATIONS

I. STATEMENT OF INTENT AND DESCRIPTION OF SERVICES REQUESTED

A. Statement of Intent

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting sealed bids from licensed and qualified law enforcement firearms dealers for the acquisition of **new and unused Glock 22 – Gen 4** weapons via a weapons exchange program as authorized by T.C.A. § 39-17-1317 on behalf of the Hamilton County Sheriff’s Office (“HCSO”). Throughout this document the terms Proposer, Company, Contractor, Vendor, or Bidder are used interchangeably and refer to any organization submitting a response to this Bid.

B. Background and Current Environment

In accordance with T.C.A § 39-17-131, weapons confiscated by a law enforcement officer and declared to be contraband by a court of record exercising criminal jurisdiction may petition the court for permission to dispose of any such firearms which have previously been properly titled to the law enforcement agency by exchange for other firearms, ammunition, or body armor suitable for use by the law enforcement agency. The exchange of firearms for these specified items used for legitimate law enforcement purposes is **permitted only between the county law enforcement agency and a licensed and qualified law enforcement firearms dealer per T.C.A. § 39-17-1317(I)**.

At current time, the Hamilton County Sheriff’s Office has approximately 350 weapons that meet all the requirements for the weapons exchange program and for which the required court order has been obtained. These weapons will be made available for examination, by appointment **only to licensed and qualified law enforcement firearms dealers**, in advance of the bid submission deadline. A final inventory of said weapons will be provided once vendor licenses/qualifications have been reviewed, approved, and appointments confirmed. Bidders will be required to submit both their exchange price for the **new and unused Glock 22 – Gen 4** weapons as well as their exchange price for the weapons to be used in the exchange as a part of their bid documents.

Specific instructions relative to the prequalification process, the process for making an appointment to examine the available weapons, and the bid submission process follow in the sections below.

II. GENERAL INSTRUCTIONS AND REQUIREMENTS

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

Bid # 0415-155: HCSO Weapons Exchange

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

Linda Chumbler
Hamilton County Purchasing Department
Phone: (423) 209-6350
Fax: (423) 209-6351
Email: LindaC@HamiltonTN.gov

III. ANTICIPATED PROCUREMENT SCHEDULE

The following is an anticipated timetable for the procurement process. The County reserves the right to adjust the schedule, as it deems necessary. In the event significant adjustments are necessary, all affected parties will be notified. All times are for the Eastern Time Zone (ET).

<u>EVENT</u>	<u>DATE</u>	<u>TIME (ET)</u>
A. County issues bid	04/22/2015	9:00 a.m.
B. Registration for Mandatory Pre-Bid & Advance Weapons Examination Session	04/29/2015	1:00 p.m.
C. Confirmation of Appointment Time by County to Bidders	05/01/2015	3:30 p.m.
D. Mandatory Pre-Bid & Weapons Examination Session	TBD	By Appointment
E. Deadline for submitting bids	06/03/2015	1:29 p.m.
F. County opens bids	06/03/2015	1:30 p.m.

It is the sole responsibility of the proposer to ensure that its response is delivered on or before the date, prior to the specified bid opening time, and at the place indicated by this document. All proposals/bids must be "time-stamped" as received prior to the specified opening time. Any proposal/bid submitted at or after the moment designated for the opening 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 proposal/bid receipt.

Proposals/bids shall be signed by an authorized representative of the provider. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or disqualification of the bid from consideration, at the sole discretion of the County.

IV. BID PROCEDURES AND GUIDELINES

A. Submission of Bids

The proposer must complete and deliver an original and four (4) hard copies of its response document in a sealed envelope before 1:30 p.m. (ET) on June 03, 2015 to the Hamilton County Purchasing Director at the address specified below. Additionally, one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disk labeled: **BID # 0415-155: HCSO Weapons Exchange from {insert your company name here}**. In the event of discrepancy

between the original bid document and the digital copy, the original, signed document will take precedence.

Please note that receipt of the bid by the County mail system or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

DELIVERY ADDRESS FOR ALL BIDS OR PROPOSALS:
Gail B. Roppo
Director of Purchasing
BID # 0415-155: HCSO Weapons Exchange from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

The sealed bid response envelope shall be clearly labeled as "BID # 0415-155: HCSO Weapons Exchange". If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

B. Mandatory Pre-Bid Qualification & Registration Process

All interested parties must submit the required qualification information and forms by the date specified below (Section IV.B.2 - 4) in order to obtain an appointment to attend the mandatory pre-bid session. This session will review bid instructions and will provide an opportunity to examine available weapons in advance of submitting bids.

Details regarding the dates, appointment time, and locations will be communicated regarding this mandatory pre-bid meeting and weapons examination once appointment requests and qualification materials have been reviewed and approved.

Special Instructions relative to weapons examination meeting:

1. Appointments must be requested and documentation approved in advance. No walk-in appointments will be accepted.
2. All interested vendors must send notification on the attached form (Appendix A) to LindaC@HamiltonTN.gov of their desire to attend the mandatory pre-bid and weapons examination session by April 29, 2015 before 1:00 p.m.
3. Proof as to licensing as a qualified law enforcement firearms dealer must be submitted in advance with the notification form mentioned above.
4. Proof of authorization to sell Glock law enforcement firearms must also be submitted in advance with the notification form mentioned above.
5. Appointments will be scheduled in 2 hour windows.
6. Prior to the start of the meeting, photo identification must be provided and copies will be made prior to entry into the weapons room – no exceptions will be made.

7. Attendance is limited to five (5) representatives per company – no exceptions. At least one of the attendees must be an employee of the licensed dealer authorized to represent the firm. Any other attendees must be prepared to show documentation as to their relationship with the licensed dealer (i.e., employee, appraiser on contract, etc.) and the company representative must vouch for their official capacity on the day of the Pre-Bid.
8. Due to security requirement, all required information regarding the primary company representative(s) who plan to attend must be provided on the attached advance notification form. Other individuals who attend must show proof of affiliation with the company and must be vouched for by the primary company representative, or their pre-approved alternate.
9. Companies must arrive thirty (30) minutes in advance to clear security so that the meeting can begin on time.
10. Persons attending this conference WILL NOT be allowed to bring any guns or knives (including pocket knives) into the meeting. Cameras and cell phones will be allowed.
11. Once qualification paperwork is approved, an appointment time will be confirmed and an inventory worksheet will be sent to qualified dealers.

Bids will not be accepted from vendors who do not attend the mandatory pre-bid and weapons examination session and/or who do not meet the licensing requirements as stated.

C. Opening of Bids for Evaluation

Bids are scheduled to be opened for evaluation on June 03, 2015 at 1:30 p.m. (ET). As stated in Section III (above), no bids will be accepted once the opening time has arrived.

D. Bid Award

It is the intent of the County on behalf of the HCSO to award this bid on an all or nothing basis. However, the County reserves the right to reject all bids as may be appropriate in the best interest of the HCSO.

V. BID RESPONSE FORMAT AND CONTENT

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

- The bid must include an explanation of any exceptions to the stated requirements as outlined in Section VI which follows (on Attachment B). Failure to indicate any exception will be interpreted as the bidder's intent to comply with the requirements as written in the bid documents.
- The bid must include a completed "Weapons Exchange Pricing Form" as attached (Attachment C).
- The bid must include a statement (on Attachment B) that they understand the requirements relative to executing the attached *Acknowledgement, Indemnification and Hold Harmless Agreement* (Attachment D).
- Unless expressly stated in writing at the time of bid submission, by the act of submitting a bid, bidder accepts the general Bid Terms and Conditions as attached as well as any other specification stated in these documents.

- The response documents must be signed by a person or persons legally authorized to bind the provider to this contract. The signer's title, contact information, and the date of approval should also be provided in the Attachment E which follows.

VI. BID SPECIFICATIONS / REQUIREMENTS

A. Dealer Credentials

Vendors must be currently licensed and qualified law enforcement fire arms dealers in order to participate in this exchange bid. Additionally firearms dealers must also be authorized to sell Glock law enforcement firearms in order to participate. Documentation must be submitted (as outlined in Section IV.B.3 - 4 above) to substantiate this requirement prior to receiving an appointment time for the mandatory pre-bid and weapons examination session.

B. Brand Requirements

The weapons to be acquired as a result of this exchange will be new and unused Glock 22 – Gen 4 weapons. No substitutions will be accepted or allowed. Any company quoting substitute products will be disqualified and will not be considered.

C. Item Listing

A worksheet with a listing of all weapons to be included in the exchange will be provided once pre-bid appointments are requested and dealer qualifications and licensing are confirmed by the County. Additional copies will also be available on the day of the pre-bid examination.

D. Delivery Requirements

The selected vendor will be required to deliver all of the new and unused Glock 22 – Gen 4 weapons to be acquired in this exchange directly to the location specified by the Hamilton County Sheriff's Office within three (3) months from time of award. The selected vendor must provide a list of weapon serial numbers at the time of delivery – no exceptions. The exchange of the weapons will take place upon delivery and acceptance of new weapons.

Please provide your timeframe for the delivery of the weapons on Attachment B if you are the winning bidder.

E. Warranty

A copy of the warranty for the new and unused Glock 22 – Gen 4 weapons must be provided with the bid documents.

F. Insurance Requirements

Hamilton County requires that the successful bidder have the following insurance:

1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its bid whether the coverage is provided on a

claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:

- i. Premise/Operations
- ii. Products/Completed Operations
- iii. Contractual
- iv. Independent Contractors
- v. Broad Form Property Coverage
- vi. Personal Injury
- vii. Firearms Coverage

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

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

Please state your firm's ability and intent to comply with this requirement (Attachment B).

G. Acknowledgement, Indemnification, and Hold Harmless Agreement

The selected dealer must be willing to sign a bill of sale indicating that the exchanged weapons are sold "as is" with no guarantees and a hold harmless releasing the County and the HCSO from any future liability. A sample of this document is attached in the Attachment D for information purposes until such time the bid is awarded. The winning bidder will be required to sign this document and provide a properly notarized copy to the Hamilton County Purchasing Office prior to the issuance of any bid award, contract or purchase order.

Please state your firm's ability and intent to comply with this requirement (on Attachment B).

H. Exchange Pricing

Bid pricing and exchange value must be provided on the attached "*Attachment C: Weapons Exchange Pricing Form*" and must include the exchange pricing and number of Glock 22 – Gen 4 weapons for which credit will be given.

Attachments

- Attachment A: Request for Appointment to Attend Mandatory Pre-Bid & Weapons Examination
- Attachment B: Bid Response Form
- Attachment C: Weapons Exchange Bid Pricing Form
- Attachment D: Acknowledgement, Indemnification and Hold Harmless Agreement
- Attachment E: Authorization to Bind
- Bid Terms and Conditions

ATTACHMENT A
REQUEST FOR APPOINTMENT TO ATTEND MANDATORY PRE-BID & WEAPONS EXAMINATION

Special Notes:

- *Companies must submit documentation that they are a licensed and qualified law enforcement firearms dealer with this form.*
- *Companies must be authorized to sell Glock law enforcement firearms and must submit documentation from Glock documenting this authorization with this form.*
- *No appointments will be confirmed until submitted licensing and authorization forms have been examined and approved by the Hamilton County Purchasing and the HCSO.*
- *Attendance is limited to FIVE (5) persons per company. Names of a primary and alternate employee of the dealer who are authorized to represent your organization must be submitted in advance on the form below. Others who attend must provide documentation as to their relation to your organization and be vouched for by the company employees preapproved to attend.*
- *Photo identification will be required on the day of the event and copies will be made on the day of the event.*
- *Email this form to LindaC@HamiltonTN.gov by the required date/time noted in the bid documents.*
- *Appointment times will be confirmed after documents are reviewed. Weapons inventory will be provided at the time appointments are confirmed.*

Individual Name	Title	Company Name and Address	Phone Number	Email Address	Date of Birth (month/day/year)

ATTACHMENT B – BID RESPONSE FORM

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

Bidding Firm Name & Address: _____

Document Section VI	Bid Specification Description	Understand & Comply	Exception Noted <i>Attach Explanation</i>
A.	Firearms Dealer Credentials		
	<ul style="list-style-type: none"> Dealers must be a currently licensed and qualified law enforcement firearms dealer. Documentation/credentials/licensing was provided with the appointment request and is also attached to this bid document. Dealers must be a currently authorized to sell Glock law enforcement firearms. Documentation/credentials/licensing was provided with the appointment request and is also attached to this bid document. 		
B.	Exchange Item: New and Unused Glock 22 Gen 4 firearms		
D.	Delivery Requirements		
	<ul style="list-style-type: none"> All new and Unused Glock 22 Gen 4 firearms must be delivered to the HCSO within three (3) months. Please include estimated delivery date if your bid is accepted. Estimated delivery date: _____ 		
	<ul style="list-style-type: none"> A list of weapons, including the serial numbers, must be provided at time of delivery. Please attach a description of your proposed delivery schedule if awarded this bid. 		
E.	Warranty: A copy of the warranty for the new & unused Glock 22 – Gen 4 must be attached.		
F.	Insurance Requirements		
G.	Acknowledgement, Indemnification, and Hold Harmless Agreement		
H.	Exchange Pricing: Weapons Exchange Bid Pricing Form Attached		

ATTACHMENT C – WEAPONS EXCHANGE BID PRICING FORM

Note: *It is the intent of the County on behalf of the HCSO to award this bid on an all or nothing basis. However, the County reserves the right to reject all bids as may be appropriate in the best interest of the HCSO.*

Bidding Firm Name & Address: _____

Weapons Exchange Bid Summary	
Total Bid Value of Weapons to be Exchanged:	\$
Total Number of Glock 22-Gen 4 to be received:	
Unit Price of Glock 22-Gen 4 to be received:	\$

ATTACHMENT D
ACKNOWLEDGEMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(To be signed and notarized by winning bidder at time of award)

As evidenced by the signature(s) below, I/we am/are fully aware of the general risks and hazards connected with firearms, including those being exchanged in accordance with the bid process involved herein. In addition, I /we am/are fully aware that there may be unknown risks and hazards connected with such firearms and voluntarily participate in the bid process.

In consideration of my/our participation in the bid process, I/we, on my/our own behalf and for all successors, representatives, and assigns, hereby:

1. Waive and completely release any and all, past, present or future claims, causes of action, suits, rights, damages, costs, expenses or obligations or demands of any kind whatsoever, I/we, or anyone on my/our behalf might have, against Hamilton County, Tennessee, its respective officers, servants, employees, agents, and representatives, including but not limited to the Hamilton County Sheriff's Office (together "Hamilton County"), for any loss, damage, personal injury, death and/or loss or damage to property resulting from the function or failure to function of any firearm exchanged as a part of the bid process herein;
2. Agree to indemnify, defend and hold harmless Hamilton County from any and all claims by any other person, firm, corporation, or others, for any damages, loss or claims of any nature which arise in any way out of or from the use of any firearm exchanged as a part of this bid process;
3. Assume all risks associated with any future sale or use of such firearms acquired during this bid process for which I/we may become involved; and
4. Hereby accept said firearm(s) in an "AS IS" condition, and agree to immediately remove same from Hamilton County property without causing any damage to Hamilton County property or the property of others. I/we further acknowledge and agree that I/we will be responsible for any damage that I/we might cause to the subject asset(s) incurred while in the process of removing same from Hamilton County property.
5. I/we further attest that I/we am/are authorized to bind my company to the terms of this agreement.

Asset Listing: Per Weapons Inventory Worksheet per Bid # 0415-155

(See next page for signatures)

Signed on the ____ day of _____, 2015.

Signature

Company Name

Printed Name

Address

Title/Position

Telephone

State of _____
County of _____

On this ____ day of ____, 20 ____, personally appeared before me _____,
(Name of document signer)

whose identity is personally known to me (or proven on the basis of satisfactory evidence), and who,

upon oath, acknowledged such person to be the _____ of
(Title or Office)

_____, and the instrument was signed by him/her in behalf of
(Name of Corporation)

said Corporation by authority of its Board of Directors (or Trustees).

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

by _____, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Seal _____

Signature _____

**ATTACHMENT E
AUTHORIZATION TO BIND**

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B – BID RESPONSE FORM

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

Bidding Firm Name & Address: GT DISTRIBUTORS OF GEORGIA, INC

Document Section VI	Bid Specification Description	Understand & Comply	Exception Noted <i>Attach Explanation</i>
A.	Firearms Dealer Credentials		
	<ul style="list-style-type: none"> Dealers must be a currently licensed and qualified law enforcement firearms dealer. Documentation/credentials/licensing was provided with the appointment request and is also attached to this bid document. 	X	
	<ul style="list-style-type: none"> Dealers must be a currently authorized to sell Glock law enforcement firearms. Documentation/credentials/licensing was provided with the appointment request and is also attached to this bid document. 	X	
B.	Exchange Item: New and Unused Glock 22 Gen 4 firearms	X	
D.	Delivery Requirements		
	<ul style="list-style-type: none"> All new and Unused Glock 22 Gen 4 firearms must be delivered to the HCSO within three (3) months. Please include estimated delivery date if your bid is accepted. Estimated delivery date: <u>90 DAYS ARO (ESTIMATED)</u> SINGLE SHIPMENT 	X	
	<ul style="list-style-type: none"> A list of weapons, including the serial numbers, must be provided at time of delivery. 	X	
	<ul style="list-style-type: none"> Please attach a description of your proposed delivery schedule if awarded this bid. 	X	
E.	Warranty: A copy of the warranty for the new & unused Glock 22 – Gen 4 must be attached.	X	
F.	Insurance Requirements	X	
G.	Acknowledgement, Indemnification, and Hold Harmless Agreement	X	
H.	Exchange Pricing: Weapons Exchange Bid Pricing Form Attached	X	

BID # 0415-155: HCSO Weapons Exchange
Hamilton County, TN

ATTACHMENT C – WEAPONS EXCHANGE BID PRICING FORM

Note: *It is the intent of the County on behalf of the HCSO to award this bid on an all or nothing basis. However, the County reserves the right to reject all bids as may be appropriate in the best interest of the HCSO.*

Bidding Firm Name & Address: GT DISTRIBUTORS OF GEORGIA, INC
100 MCFARLAND AVENUE
ROSSVILLE, GA 30741

Weapons Exchange Bid Summary	
Total Bid Value of Weapons to be Exchanged:	\$ 41,309.00
Total Number of Glock 22-Gen 4 to be received:	100 G22'S & 5 ADDIT. MAGAZINES
Unit Price of Glock 22-Gen 4 to be received:	\$ 409.00

Federal Firearms License
(18 U.S.C. Chapter 44)

WARNING: THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF: ATF - Chief, FFLC
Correspondence To: 244 Needy Road
Martinsburg, WV 25405-9431

License Number: **1-58-295-01-5H-03404**

Chief, Federal Firearms Licensing Center (FFLC)

Expiration Date: **August 1, 2015**

Name: *Tracy Roberts*
GT DISTRIBUTERS

Promises Address (Changes? Notify the FFLC of any changes 30 days before the move.)
**100 MCFARLAND AVE
ROSSVILLE, GA 30741**

Type of License: **01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Purchasing Certification Statement: The licensee named above shall use a copy of this license to assist in the sale or of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature, faxed, scanned or e-mailed copy of the license with a signature contended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)
**GT DISTRIBUTORS OF GEORGIA INC
GT DISTRIBUTERS
PO BOX 288
ROSSVILLE, GA 30741**

Bruce Robins
Licensee/Responsible Person Signature
Bruce Robins
Printed Name

Benedict Mitchell
Position/Title
6-26-12
Date

ATF Form 8 (5310.11)
Revised October 2011

Previous Edition is Obsolete © 1 DISTRIBUTORS OF GEORGIA 100 MCFARLAND AVE 30741 (1-800-938-01-5H) 01-5H August 1, 2015 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC): 244 Needy Road, Martinsburg, WV 25405-9431
Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov
ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

Right of Succession (27 CFR 478.56). (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

Cut Here ><

Federal Firearms License (FFL) Information Card

License Name: **G T DISTRIBUTORS OF GEORGIA INC**

Business Name: **GT DISTRIBUTERS**

License Number: **1-58-295-01-5H-03404**

License Type: **01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Expiration: **August 1, 2015**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

(Continued on reverse side)

G T DISTRIBUTORS OF GEORGIA INC 20-5104876

Name and Principal Business Address

G T DISTRIBUTORS OF GEORGIA INC
G T DISTRIBUTORS
PO BOX 458
ROSSVILLE, GA 30741-0458

Tax Statement (Annual Tax Rate)	500.00
Initial Tax	500.00
Penalties	.00
Total	500.00

**TAX
2015
YEAR**

Actual Physical Business Address (See Note 1)
G T DISTRIBUTORS OF GEORGIA INC
G T DISTRIBUTORS
100 MCFARLAND AVE
ROSSVILLE, GA 30741-0458

**THIS IS NOT A BILL
DO NOT PAY THE AMOUNT NOTED.**

Type of Operation Conducted
(30) NFA FIREARMS DEALER

This is a receipt of payment of Special (Occupational) Tax (SOT) under the National Firearms Act. (27 CFR 479.36)

Number of Locations 1 OF 1

If you have any questions, refer to the information below.

Date of This Receipt

MAY 6, 2014

Dates of Special Tax Rate

07/01/2014 TO 06/30/2015

Employer Identification Number

20-5104876

Control Number

2014120-N02-010

If you have any questions, you may contact the Bureau of Alcohol, Tobacco, Firearms and Explosives as follows:

CALL: (304) 616-4500
FAX: (304) 616-4501

OR

WRITE: National Firearms Act Branch, Bureau of ATF
244 Needy Road
Suite 1250
Martinsburg, WV 25405

1. If you write, include in the letter your employer identification number, control number from above, your telephone number, and the best time for us to call if we need more information.
2. If you filed ATF Form 5630.7, Special Tax Registration and Return (NFA Firearms), for the first time, or have renewed your special tax stamp on ATF Form 5630.5R, Special Tax "Renewal" Registration and Return, and ATF Form 5630.5RC, Special Tax Location Registration Listing(s), showing multiple locations, you should have received a stamp for each location. Each stamp is printed with your principal business address and the actual physical address of the business location for which the stamp was issued. Forward the stamp to that location. Be sure that each location keeps the stamp on its business premises so that it is available for inspection. Photocopies are not acceptable evidence of tax payment.
3. If any of the preprinted information is incorrect, please write to the above address listing the correct information and return this Special Tax Stamp with your letter.
4. If there is a change in ownership of your business or business structure, such as a sole owner incorporating, the new owner is required to file ATF Form 5630.7, Special Tax Registration and Return (NFA Firearms), and obtain a new Special Tax Stamp (except as provided in 27 CFR 194.166 - 194.169 or 27 CFR 179.42 - 179.45) before engaging in the business.
5. If you have a change in control, contact ATF. You must notify the Bureau of Alcohol, Tobacco, Firearms and Explosives of any change of address, location, or trade name and receive approval before the change is made, by filing ATF Form 5630.7. If a Federal firearms licensee discontinues business and retains NFA firearms, the retention may be in violation of law. The licensee should check with State and local authorities.
6. This is a Special Tax Stamp and Receipt for Payment of Federal Tax. This does not authorize anyone to begin or continue a business contrary to Federal, State or local laws, nor does it exempt anyone from penalties or punishment for violating such laws.
7. THIS RECEIPT IS NOT TRANSFERABLE.

 www.glock.com	GLOCK, Inc. USA	 PERFECTION
	6000 Highlands Parkway Smyrna, GA 30082 USA Tel. +1 770 432 1202 Fax +1 770 433 8719	

Hamilton County Sheriff's Office
 BID # 0415-155: HCSO Weapons Exchange
 Attn: LindaC@HamiltonTN.gov

your reference	dated	our reference	Smyrna, 24-April-2015
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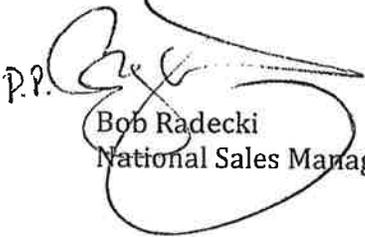
Re: Authorized Agency Sales

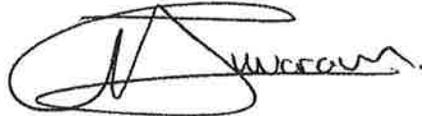
To Whom It May Concern:

Please be advised that G.T. Distributors, located at 2545 Brockton Drive #100 Austin, TX 78751, is an authorized GLOCK law enforcement distributor of GLOCK weapon systems, parts and accessories in the State of Tennessee. Therefore, G.T. Distributors can service the procurement needs for GLOCK products of law enforcement agencies in Tennessee.

G.T. Distributors will handle directly with your agency all communications regarding pricing, terms and conditions, as well as the trade in, if any, of out of commission firearms towards partial payment of the new GLOCK pistols.

Sincerely,
 GLOCK, Inc.

P.P. 
 Bob Radecki
 National Sales Manager


 Carlos Guevara
 Vice President - General Counsel

To: Roppo, Gail
Cc: Gaston, Charles D. (Chuck); Johnson, William F.
Subject: Gun Dealers

Gail

After a thorough check of the dealers in the Southeast area, it appears the only two dealers authorized to do the "swap" will be GT's and Craig's. I spoke with a rep at Gulf States Distributors but he stated they could not "swap" weapons but would be interested in buying our weapons outright. I advised him we could not sell them.

GT Distributors
Rossville, Ga
www.gtdist.com
706-866-2764
Jason?

Craig's Firearms
Knoxville, Tn
ACB4567@comcast.net

865-573-4567

Bill Kranz

Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press beginning Wednesday, April 22, 2015 through Friday, April 24, 2015

REQUEST FOR BID:

Hamilton County, Tennessee is soliciting sealed bids from licensed and qualified law enforcement firearms dealers for the acquisition of new and unused Glock 22-Gen 4 weapons via a weapons exchange program as authorized by T.C.A. § 39-17-1317 on behalf of the Hamilton County Sheriff's Office. Specifications are available by contacting the Purchasing Department at 423-209-6350.

Registration for Mandatory Pre-bid and Advance Weapons Examination Session will be required before April 29, 2015 at 1:00 P.M. Details on the date, location, and appointment time of the Pre-bid will be provided once registration documents are validated.

Bids will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 1:30 p.m. (Eastern) on June 3, 2015.

Gail B. Roppo
Director of Purchasing

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Gail B. Roppo
Director of Purchasing

Weapons Exchange Program
June 3, 2015

Sheriff's Office
1:30 P.M.

Vendors:	GT Distributors Of Georgia Inc.	Craig's Firearm Supply Inc.
Total Bid Value of Weapons to be Exchanged:	\$41,309.00	\$27,075.00
Total Number of Glock 22-Gen 4 to be received	100 G22's & 5 addit. Magazines	66 G22's & store credit of \$81.00
Unit Price of Glock 22-Gen 4 to be received:	\$409.00	\$409.00

Request For Bids:
Newspaper Ad: April 22, 23, 24, 2015
Vendor Notification: 2
Vendor Response: 2
Budgeted: No County monies used



Hamilton County Board of Commissioners RESOLUTION

No. 815-9

A RESOLUTION APPROVING THE EXPENDITURE OF AN ADDITIONAL TEN THOUSAND DOLLARS (\$10,000.00) IN DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT THREE) TOWARD THE CONSTRUCTION OF PHASE II OF THE GREEN HOUSE COMPLEX AT HIXSON HIGH SCHOOL.

WHEREAS, by adoption of Resolution 215-28, the County Commission approved the expenditure of Twenty Thousand Dollars (\$20,000.00) in Discretionary Bond Funds to assist in the funding for the construction of an Aquaculture and Water Quality laboratory, which is included in Phase II of the Green House Complex at Hixson High School; and

WHEREAS, it has been determined that additional costs will be incurred for the erection of Phase II of the Green House complex; and

WHEREAS Commissioner Marty Haynes has expressed a desire to allocate an additional Ten Thousand Dollars (\$10,000.00) in Discretionary Bond Funds to help cover the additional costs; and

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

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

That an additional Ten Thousand Dollars (\$10,000.00) in Discretionary Bond Funds be allocated to Hixson High School to cover additional costs for the construction of Phase II of the Green House Complex.

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

August 5, 2015

Date



HIXSON HIGH SCHOOL

5705 MIDDLE VALLEY ROAD
HIXSON, TENNESSEE 37343

TELEPHONE: 423/847-4800

FAX: 423/847-4801

www.hcschools.org/hhs

April 7, 2015

The Honorable Marty Haynes
County Commissioner, District 3
P.O. Box 398
Hixson, TN 37343

Dear Commissioner Haynes:

After discussions with David Cowan, HCDE Director of Career-Technical Education, and Assistant Superintendent Gary Waters, it has been determined that we will incur additional costs for the erection of Phase II of our green house complex. On behalf of Hixson High School, I am requesting an additional \$10,000 in funding to cover these costs. In addition to the \$20,000 we requested in January, 2015, we have also secured \$20,000 from the Community Foundation of Greater Chattanooga, as well as \$2,000 from the Farm Bureau. With the addition of another teacher in this program, the new structure will allow for an expansion of our Agriscience program to include an Aquaculture and Water Quality laboratory and will reach an ever-growing segment of our student population interested in this curriculum.

We appreciate your continued support of the students and staff of Hixson High School which directly impacts the quality of life in the larger Hixson Community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lee R. Sims', written in a cursive style.

Lee R. Sims
Principal



Hamilton County Board of Commissioners

RESOLUTION

No. 815-10

A RESOLUTION MAKING AN APPROPRIATION TO MARY WALKER HISTORICAL AND EDUCATIONAL FOUNDATION, INC., IN THE AMOUNT OF SIX THOUSAND DOLLARS (\$6,000.00) FROM GENERAL FUND DISCRETIONARY MONIES AS ALLOTTED TO DISTRICT FIVE.

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

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

WHEREAS, Commissioner Greg Beck has expressed a desire to assist Mary Walker Historical and Educational Foundation, Inc., with funding for an African American Inventions exhibit; and

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

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

That Six Thousand Dollars (\$6,000.00) in General Fund discretionary monies allotted to District Five be appropriated to Mary Walker Historical and Educational Foundation, Inc., to assist with funding for an African American Inventions exhibit.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

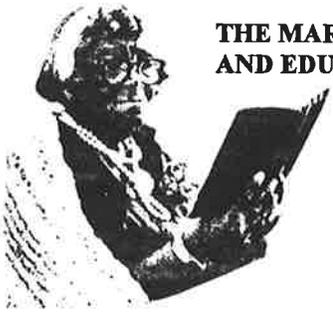
Approved:

Vetoed:

County Mayor

August 5, 2015

Date



**THE MARY WALKER HISTORICAL
AND EDUCATIONAL FOUNDATION**

3031 Wilcox Boulevard
Chattanooga, Tennessee 37411

1848-1969

Mary Walker (ex slave)

United States oldest student
learned to read and write at age 117.

Greg Beck
Hamilton County Commissioner
111 Courthouse
Chattanooga, TN. 37402

July 07, 2015

Dear Commissioner Beck:

The Mary Walker Historical & Education Foundation request \$ 6,000.00 to assist in funding the following projects:

1. The expansion and maintenance of "Bright Ideas: African American Inventions." This is one of the more popular exhibits with students, teachers and the general public in this region. It will be on display beginning February 2016 through April 2016 at the Bessie Smith Cultural Center.
2. The funds will also assist in local radio and print media promotion of African American History topics from August 2015 through May 2016.

Thank you for your consideration of our request. Please contact John L. Edwards, III if you need additional information.

Sincerely,

John L. Edwards, III
President/Curator

Email: edwardsiiijohn@yahoo.com

Office: 423-267-2313

Mobile: 423-619-1720



Hamilton County Board of Commissioners

RESOLUTION

No. 815-11

A RESOLUTION MAKING AN APPROPRIATION TO A NIGHT TO REMEMBER, INC., IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

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

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

WHEREAS, A Night to Remember, Inc., has an annual event in order to raise support for a Scholarship Fund, and

WHEREAS, Commissioner Greg Beck desires to allocate Five Thousand Dollars (\$5,000.00) to assist with the Scholarship Fund; and

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

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

That Five Thousand Dollars (\$5,000.00) in General Fund discretionary monies be appropriated to A Night to Remember, Inc., to assist with their Scholarship Fund.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date

INVOICE



PO Box 1066
Chattanooga, TN 37401
(423) 463-0687

INVOICE: BECK2015
DATE: JUNE 29, 2015

TO:
Commissioner Greg Beck
Hamilton County Commission
401 Courthouse
625 Georgia Avenue
Chattanooga, TN 37402

DESCRIPTION	AMOUNT
Silver Level - \$3,000 2015 EVENT A table (seats 10) with priority seating, one additional table with secondary priority seating, table-top signage, recognition in program, on video screen and on sponsorship poster at the event and all print media	\$3,000.00
TOTAL DUE July 15, 2015	\$3,000.00

Thank you for your support
Please make checks payable to: A Night to Remember, Inc.
Mail to P.O. Box 1066 Chattanooga, TN 37401

A Night to Remember is a 501(c)(3) organization
Tax ID: 581935888

INVOICE



PO Box 1066
Chattanooga, TN 37401
(423) 463-0687

INVOICE: BECK2014
DATE: JUNE 29, 2015

TO:
Commissioner Greg Beck
Hamilton County Commission
401 Courthouse
625 Georgia Avenue
Chattanooga, TN 37402

DESCRIPTION	AMOUNT
Silver Level - \$3,000 2014 EVENT A table (seats 10) with priority seating, one additional table with secondary priority seating, table-top signage, recognition in program, on video screen and on sponsorship poster at the event and all print media	\$3,000.00
AMOUNT PAID	-\$1,000.00
TOTAL REMAINING BALANCE DUE July 15, 2015	\$2,000.00

Thank you for your support
Please make checks payable to: A Night to Remember, Inc.
Mail to P.O. Box 1066 Chattanooga, TN 37401

A Night to Remember is a 501(c)(3) organization
Tax ID: 581935888



Hamilton County Board of Commissioners

RESOLUTION

No. 815-12

A RESOLUTION APPROVING THE EXPENDITURE OF UP TO TEN THOUSAND DOLLARS (\$10,000.00) IN DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT TWO) TO ASSIST IN A REMODELING/RENOVATION PROJECT FOR THE SIGNAL MOUNTAIN PUBLIC LIBRARY.

WHEREAS, the Signal Mountain Public Library is in need of remodeling/renovation; and

WHEREAS, County Commissioner James Fields has expressed his desire to use up to Ten Thousand Dollars (\$10,000.000) of Discretionary Bond Funds allotted to District Two to assist with the remodeling/renovation; and

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

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

That the expenditure of up to Ten Thousand Dollars (\$10,000.00) in Discretionary Bond Funds allotted to District Two be approved to assist with the remodeling/renovation of the Signal Mountain Public Library.

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

August 5, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 815-13

A RESOLUTION MAKING AN APPROPRIATION TO SIGNAL MOUNTAIN MIDDLE/HIGH SCHOOL SPORTS BOOSTER CLUB IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT TWO) TO ASSIST WITH FUNDING THE CONSTRUCTION OF AN INDOOR BATTING FACILITY FOR SIGNAL MOUNTAIN MIDDLE/HIGH SCHOOL.

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

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

WHEREAS, Signal Mountain Middle/High School Sports Booster Club saw a need for an indoor batting facility at Signal Mountain Middle/High School; and

WHEREAS, Commissioner James Fields desires to use Ten Thousand Dollars (\$10,000.00) of Discretionary Bond Funds allotted to District Two to assist in funding the construction of the batting facility; and

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

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

That Ten Thousand Dollars (\$10,000.00) in Discretionary Bond Funds allotted to District Two be appropriated to Signal Mountain Middle/High School Sports Booster Club to assist with funding the construction of an indoor batting facility at Signal Mountain Middle/High School.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 815-14

A RESOLUTION MAKING AN APPROPRIATION TO HIGHWAY 58 VOLUNTEER FIRE DEPARTMENT IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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

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

WHEREAS, Highway 58 Volunteer Fire Department has a need to replace the roof on their training center; and

WHEREAS, Commissioner Chester Bankston desires to allocate \$20,000.00 of General Fund discretionary monies allotted to District Nine to assist with the roof replacement; and

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

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

That Twenty Thousand Dollars (\$20,000.00) in General Fund discretionary monies allotted to District Nine be appropriated to Highway 58 Volunteer Fire Department to assist with a roof replacement on their training center.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 815-15

A RESOLUTION MAKING AN APPROPRIATION TO GIRLS INCORPORATED OF CHATTANOOGA IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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

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

WHEREAS, Commissioner Chester Bankston has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to Girls Incorporated of Chattanooga to assist with summer camp scholarships; and

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

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

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to Girls Incorporated of Chattanooga to assist with summer camp scholarships.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 815-16

A RESOLUTION MAKING AN APPROPRIATION TO VETERANS MEMORIAL PARK OF COLLEGEDALE IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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

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

WHEREAS, Commissioner Chester Bankston wishes to allocate Ten Thousand Dollars (\$10,000.00) from General Fund discretionary monies, as allotted to District Nine, to assist Veterans Memorial Park of Collegedale with their TA-4J Skyhawk project; and

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

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

That Ten Thousand Dollars (10,000.00) from General Fund discretionary monies be appropriated to Veterans Memorial Park of Collegedale to assist with their TA-4J Skyhawk project.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 815 -17

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN AN AGREEMENT IN THE AMOUNT OF \$50,000 WITH THE CHATTANOOGA AREA URBAN LEAGUE TO PROVIDE CERTAIN CONTRACT COMPLIANCE SERVICES FOR A CONTRACT PERIOD BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

WHEREAS, under the direction of the County Mayor and through the Equal Employment Opportunity (EEO) office and the Development Department, the County performs certain functions related to developing, implanting and maintaining procedures in accordance with the Hamilton County EEO Policy and performs certain functions related to EEO and affirmation action compliance; and,

WHEREAS, the County seeks the assistance of the Chattanooga Area Urban League (CAUL) to enable the County to prevent discrimination and to maximize economic opportunities for minority businesses and individuals by performing certain services for the County as set forth in the Project Agreement; and,

WHEREAS, the Project Agreement will cover a period from July 1, 2015 to June 30, 2016 and will not exceed \$50,000; and

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

The County Mayor is hereby authorized to sign an agreement (copy is available upon request) with the CAUL with the terms and conditions contained therein for an amount not to exceed \$50,000 in previously budgeted funds.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 815-18

A RESOLUTION TO WAIVE THE PURCHASING RULES AND AUTHORIZE THE COUNTY MAYOR TO TRANSFER A SURPLUS VEHICLE TO THE ERLANGER MEDICAL CENTER.

WHEREAS, the Hamilton County Purchasing Rules and Regulations require the marketing of county-owned surplus property; and,

WHEREAS, the Hamilton County Purchasing Rules and Regulations have no provisions for donating surplus county property to another governmental or non-profit agency, that authority residing with Hamilton County Commission; and,

WHEREAS, this vehicle is no longer viable as a 24-hour emergency response vehicle and has already been replaced by a newer vehicle; and,

WHEREAS, Erlanger has a new EMS Fellowship program and the vehicle will be used as a standby response vehicle for the Physician assigned to the Emergency Department. They will be responding to needed emergency calls, such as vehicle entrapments, industrial incidents, mass casualty events, and other disaster medical calls; and,

WHEREAS, this program is the first in Tennessee and one of the few EMS Fellowship programs in the nation. Hamilton County EMS serves as teaching faculty for this new program.

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

That the Board of County Commissioners does hereby waive the purchasing rules and donate the herein described surplus property to the Erlanger Medical Center .

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 815-19

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE TSO CHATTANOOGA DEVELOPMENT, LP PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, pursuant to Tennessee Code Annotated, Section 48-101-312(b) Hamilton County (the “County”) is permitted to delegate to The Health, Educational, and Housing Facility Board of the City of Chattanooga (the “Corporation”) the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Corporation upon a finding by the County that such payments are deemed to be in furtherance of the Corporation’s public purposes; and,

WHEREAS, TSO Chattanooga Development, LP (the “Company”) is contemplating the construction of a mixed use facility consisting of ground floor commercial retail space, second floor office space, and one hundred twenty-five (125) upper floor residential rental units (consisting of one hundred five (105), one (1) bedroom and twenty (20), two (2) bedroom units), including third floor on-site structured parking, in the 700 block of downtown Chattanooga (collectively, the “Project”), and because of the substantial economic benefits to the City and Hamilton County resulting from the Project, has asked the Board, the County Commission, and the City Council to approve payments in lieu of ad valorem taxes; and,

WHEREAS, the County has determined that payments in lieu of ad valorem taxes from such a project would be in furtherance of the Corporation’s public purposes as set forth within Chapter 101 of Title 48 of the Tennessee Code Annotated;

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

That we do hereby find that the TSO Chattanooga Development, LP project (exclusive of the ground-level commercial space and second floor office space) referenced above is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Corporation's public purposes; and

That having made such a finding in this instance, we do hereby delegate to the Corporation the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for the purpose and this project only; and,

That the County Mayor is hereby authorized to enter into an Agreement for Payments In Lieu Of Ad Valorem Taxes in the form attached hereto, with such changes thereto as he shall approve.

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

August 5, 2015

Date

**AGREEMENT FOR PAYMENTS IN LIEU
OF AD VALOREM TAXES**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2015, by and among THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”); TSO CHATTANOOGA DEVELOPMENT, LP, a Georgia limited partnership (the “Company”); the CITY OF CHATTANOOGA (the “City”); and HAMILTON COUNTY (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE (“Trustee”), and by WILLIAM C. BENNETT and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY (“Assessor”).

W I T N E S S E T H:

WHEREAS, the Company is contemplating the construction of a mixed use facility that will include ground floor retail, second floor office, third floor structured parking dedicated to the apartments, and upper level apartments totaling one hundred twenty-five (125) units consisting of one hundred five (105), one (1) bedroom and twenty (20), two (2) bedroom units (collectively, the “Project”), and has requested the Board’s assistance in the financing of the Project; and

WHEREAS, substantial public welfare benefits to the City and County will be derived from the Project; and

WHEREAS, the Board has agreed to take title to certain real and personal property that constitutes the Project, as described in Exhibit “A” attached hereto (the “Property”), which Property is to be owned by the Board and leased to the Company; and

WHEREAS, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §48-101-301, et seq., the residential units and dedicated parking structure of such property will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §48-101-312; and

WHEREAS, for the public benefit of the citizens of the City and the County, the Board has requested that the Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

WHEREAS, the Company has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the Property (the “In Lieu Payments”), as more particularly set forth hereinafter; and

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions; and

WHEREAS, the Company and the Board have agreed that all In Lieu Payments made to the Board by the Company shall be paid to the Trustee, who shall disburse such amounts to the general funds of the City and the County in accordance with the requirements specified herein; and

WHEREAS, the Board wishes to designate the County Assessor as its agent to appraise the Property and assess a percentage of its value in the manner specified herein; and

WHEREAS, the Board wishes to designate the Trustee as its agent to receive the In Lieu Payments in accordance with the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were subject to property taxes. The Assessor shall give the Trustee, the City Treasurer, the Board, and the Company written notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Trustee as its agent to compute the amounts of the In Lieu Payments, to receive such payments from the Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this agreement, the Trustee shall compute the taxes which would be payable on the Property if it were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and assessment of the Assessor. Each year hereunder, the Trustee shall send the Board and the Company a bill for appropriate amounts of In Lieu Payments (the "Tax Bill").

3. Payments in Lieu of Taxes. After receipt of the Tax Bill, the Company shall pay to the Trustee the amounts indicated on the Tax Bill to be paid to the County, and the Company

shall pay to the City Treasurer the amounts on the Tax Bill to be paid to the City in accordance with the amount set forth below in Paragraph 4. The In Lieu Payments shall be made by the Company in lieu of the property taxes which would otherwise be payable on the Property if it were subject to property taxes.

4. Amount of Payments by the Company.

(a) Property Exclusive of Improvements. For each of the years 2015 and thereafter, the Company shall make payments with respect to the Property in an amount equal to one hundred percent (100%) of all City and County annual ad valorem property taxes levied in the base year of 2015 (the “Base Year”) on the value of the associated Property (land). The intent is for the City and County to continue receiving throughout the term of this Agreement all taxes assessed as to the value of the property in the Base Year exclusive of the improvements made in connection with the Project, which improvements are subject to the payment in lieu of tax obligations set forth in subsection (b), immediately below.

(b) Improvements. After construction of the Project is completed and the Assessor of Property has reassessed the then improved Property, the Company shall make In Lieu Payments in the amount required to satisfy the Hamilton County Schools portion of the property taxes that would be due on the improvements to the Property if it were subject to taxation (the “School Portion”), which the parties acknowledge and agree currently equates to [27.1%] of the amount of the total City and County taxes that would have been payable on the improvements to the Property if it were subject to property taxes. Additional In Lieu Payments on the residential and associated parking structure improvements will be as follows:

Year	City General Fund ¹	County General Fund ¹	County School Fund ¹
2017-2026	0%	0%	100%
2027	20%	20%	100%
2028	40%	40%	100%
2029	60%	60%	100%
2030	80%	80%	100%
2031	100%	100%	100%

¹ - The above percentages refer to the percent of the amount of taxes that would have been payable on the improvements to the Property if it were subject to property taxes.

As noted above, during such years 2017 to 2031, the Company shall continue to pay the School Portion attributable to the Hamilton County Schools. For any periods before or after such 14-year period that the Property is owned by the Board, the Company shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

(c) For each of the years 2017 to 2031, the Company shall make In Lieu Payments with respect to the commercial and retail space on the first and second floors of the Property in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on that portion of the Property if it were subject to property taxes.

5. Penalties and Late Charges. The Company shall make the In Lieu Payments for each year before March 1 of the following year. All In Lieu Payments to the City and County shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company fails to make any In Lieu Payment when due, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, for each month that

each payment has been unpaid. Such one and one-half percent (1-1/2%) per month late charge amount shall accumulate each month and be payable so long as there remains any outstanding unpaid amount.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees, and if the Company should fail to pay all amounts and late charges due as provided hereinabove for more than two (2) years, the City or the County may, as to their respective In Lieu Payments, terminate the benefits of this Agreement and thereafter require the Company to pay one hundred percent (100%) of the amount of taxes that would have been payable on the Property for so long as such payment default continues as determined by the Mayor of the City and the Mayor of the County. In the event of a disagreement between the parties concerning whether or not the Company has cured a default, a representative of the Company may request that the City and County, as applicable, each meet to determine whether such default has been cured, and the Company and the City or the County, as the case may be, shall meet promptly thereafter and attempt in good faith to resolve such dispute. The Company may, in addition, file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

(c) If the Company should fail to reserve for lease at least twenty (20%) percent of the available units in the Project to persons whose income does not exceed eighty (80%) percent of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development, then the City and the County

reserve the right but are not obligated to adjust the terms and conditions of the tax abatement granted to the Company under this Agreement for the Tax Abatement Period by requiring the Company to pay an additional amount of the In Lieu Payments on the Property. The City and the County may then require the Company to pay an amount up to the difference between the amounts of the In Lieu Payments required pursuant to Paragraph 4 of this Agreement and the amounts that the Company would have paid using the pro-rated percentage of the affordable housing units associated with the Tax Abatement Period. The County and the City shall look solely to the Company for any repayment obligations.

6. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Paragraph 4 for the benefit of the City general fund shall be disbursed to the general funds of the City in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the County general fund shall be disbursed to the general fund of the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be divided into an account for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Paragraph 4 for the benefit of the

County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated §7-53-305.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Annual Report. The Company will provide, on or before January 31 of each calendar year during this Agreement, an annual report to the Board, the Mayor of the City, and the Mayor of the County, summarizing its investment in the Property and a certified rent roll. An independent audit of the annual report may occur if requested by the City or County during any calendar year of this Agreement.

9. Lien on Property. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

10. Term. This Agreement shall become effective on the date that the Board attains title to the Property and shall continue for so long as the Board holds title to any of the Property or the Company has made all payments required hereunder, whichever shall later occur.

11. Leasehold Taxation. If the leasehold interest of the Company should be subject to ad valorem taxation, then any amounts assessed as taxes thereon shall be credited against any In Lieu Payments due hereunder. The Company agrees to cooperate fully with the Assessor in supplying information for completion of leasehold taxation questionnaires with respect to the Property.

12. Stormwater Fees. In addition to other requirements under this Agreement, the Company shall be responsible for all stormwater fees assessed by the City of Chattanooga against the Real Property.

13. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City or the Board, c/o Mr. Phillip A. Noblett, Suite 200, 100 E. 11th Street, Chattanooga, Tennessee 37402; if to the County, c/o Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402-1956; if to the Company, c/o Mr. A. Boyd Simpson, TSO Chattanooga Development, LP, 1401 Peachtree Street, Suite 400, Atlanta, Georgia 30309; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as

to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed by registered or certified mail, return receipt requested, Express Mail, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid.

14. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

15. Assignment. Except as provided in this Section, the Company may only assign this Agreement, or any part hereof, with the prior consent of the Mayor of the City, the Mayor of the County, and the Board. The Mayor of the City, the Mayor of the County and/or the Board shall not withhold such consent upon the occurrence of all of the following conditions: (i) there is no default under this Agreement at the time of the assignment, (ii) all requirements of the Company under this Agreement have been satisfied as of the date of the assignment, and (iii) any assignee agrees to provide proof of sufficient assets to fund the business plan for the Project and agrees to be bound by the terms of this Agreement from and after the date of assignment (the “Consent Requirements”). If the Company provides the Mayor of the City, the Mayor of the County and the Board (x) a certificate of an officer of the Company certifying that the requirements of (i) and (ii) have been satisfied and (y) proof of sufficient assets to fund the business plan for the Project and a copy of an assignment and assumption agreement pursuant to which the assignee agrees to be bound by the terms of this Agreement, the Mayor of the City, the

Mayor of the County and the Board shall each have the option, upon at least seven (7) days' prior notice to the Company, to meet with a representative of the Company within forty-five (45) days of receipt of the Company's certificate for purposes of determining whether the Company has satisfied the Consent Requirements. Unless the Mayor of the City, the Mayor of the County and the Board meet with the Company and all state in writing within such forty-five (45) day period that the Company has not satisfied the Consent Requirements, the Company may assign this Agreement in accordance with the terms and conditions described in the Company's certificate without any further action of the Mayor of the City, the Mayor of the County and/or the Board. In the event that the Mayor of the City, the Mayor of the County and the Board timely state in writing that the Company has not satisfied the Consent Requirements, the Company and the assignee may, upon the Company's request, appear before the City Council of the City, the Board of Commissioners of the County and the Board to request approval of such assignment pursuant to the terms of this Section, which consents shall not be unreasonably withheld. Upon satisfaction of the requirements of this Section, the assignment shall relieve the Company from liability for any of its obligations hereunder as of the effective date of the assignment.

16. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

17. No Liability of Board's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the Board, whether past, present or future, either directly or through the Board. Any and all personal liability of every nature, whether at common law or

in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

19. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

20. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE CITY OF
CHATTANOOGA, TENNESSEE

ATTEST:

By: _____
Secretary

By: _____
Chairman

TSO CHATTANOOGA DEVELOPMENT, LP,
a Georgia limited partnership,
By: CHATTANOOGA DEVELOPMENT
GENERAL PARTNER, LP,
a Georgia limited partnership,
its sole general partner,
By: TSO CHATTANOOGA GP SPE, INC.,
a Delaware corporation, its sole general partner

By: _____
A. Boyd Simpson, President

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

WILLIAM C. BENNETT

By: _____
Hamilton County Assessor of Property

EXHIBIT "A"
TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

REAL PROPERTY

Lot One (1), Trafalgar on Market, as shown by plat of record in Plat Book 88, Page 172, in the Register's Office of Hamilton County, Tennessee.

Together with the appurtenant non-exclusive right to the use of the alleys leading to and from Lot One (1) and the western line of Cherry Street as shown on plat of record in Plat Book 88, Page 172, in the Register's Office of Hamilton County, Tennessee.

Reference for prior title is made to Deed recorded in Book 10466, Page 788, in the Register's Office of Hamilton County, Tennessee.

PERSONAL PROPERTY

All personal property used by the Company in connection with its housing facility located on the real property described above.



Hamilton County Board of Commissioners

RESOLUTION

No. 815-20

A RESOLUTION FOR THE PURCHASE OF ACTUARIAL SERVICES FROM BRYAN, PENDLETON, SWATS AND McALLISTER, LLC (BPS&M) FOR THE BIENNIAL VALUATION OF THE COUNTY'S OTHER POST EMPLOYMENT BENEFITS PLAN (OPEB) FOR AN AMOUNT NOT TO EXCEED \$19,000.00.

WHEREAS, a valuation of the County's OPEB plan is required to be done every two years by the agency who regulates governmental accounting standards, the Governmental Accounting Standards Board (GASB); and

WHEREAS, the last actuarial valuation was completed two years ago by Bryan, Pendleton, Swats and McAllister, LLC, on June 30, 2013; and

WHEREAS, it is necessary for a valuation to be completed as of June 30, 2015; and

WHEREAS, this professional service will be paid from the County's OPEB Trust.

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

That the County Mayor is hereby authorized to execute all documents necessary for Hamilton County to enter into this agreement for actuarial services with Bryan, Pendleton, Swats and McAllister, LLC, at a cost not to exceed \$19,000.00.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Bryan, Pendleton, Swats & McAllister, LLC
A Wells Fargo Company

David L. Shaub, FSA
david.shaub@bpsm.com
615.665.5309

July 14, 2015

Al Kiser
Administrator of Finance
Hamilton County, Tennessee
3rd Floor Mayfield Annex
123 East Seventh Street
Chattanooga, TN 37402-1904

Dear Al:

**Re: Engagement Letter
GASB OPEB Actuarial Services for Hamilton County**

Thank you for selecting Bryan, Pendleton, Swats & McAllister, LLC to provide actuarial services in connection with your plans.

This letter outlines

- the scope of the services we will provide and the fees that you can expect to pay for these services, and
- our general business terms

This letter, including the attached General Terms (together, the "Agreement"), is between **Bryan, Pendleton, Swats & McAllister, LLC ("BPS&M")**, and **Hamilton County (the "County")**, for the term indicated. BPS&M is being retained by the County to perform the services outlined in this Agreement with respect to the County's post-retirement medical and life insurance plans (the "Plans"). By signing this letter, the County agrees to be bound by the terms of this Agreement. Throughout this Agreement, terms such as "we", "us" and "our" refer to BPS&M, and terms such as "you" or "your" refer to the County. If we are contacted by persons from your organization who, in our judgement, appear to have authority to represent the County, we will assume that they are authorized to contact us and receive information unless you identify to us the specific people permitted to discuss plan affairs.

This agreement is effective for the June 30, 2015, actuarial valuation and will continue to be effective after this initial term unless and until terminated by either party on 30 days advance written notice as detailed below. If your decision to engage us is delayed until after December 31, 2015, we reserve the right to reissue this engagement letter with revised fee estimates for expected services. We will supply updates to Exhibit A to you as appropriate.

Al Kiser
July 14, 2015

Exhibit A describes the services that we expect to perform and the associated fees for those services. It also provides our general billing procedures and other business terms, including representative billing rates.

Issues may arise that are beyond the scope of these expected services, and which may require additional consulting services. If we provide additional consulting services, we will charge additional fees for those services. Exhibit A also provides examples of services that we consider additional consulting services outside the scope of the expected services identified.

If anything in this Agreement needs further discussion, or if you have any questions, please feel free to call me. Again, I am pleased you have selected BPS&M, LLC. We look forward to serving you.

Sincerely,



David L. Shaub

Enclosure: General Terms

AGREED TO:

Hamilton County

Date:

By: _____

Title: _____

Prior to accepting the engagement with BPS&M, LLC, we are required to notify you that BPS&M, LLC will use information you supply to verify your identify. The notice follows.

To help the government fight the funding of terrorism and money-laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals and businesses) who engages in services. What this means for you: When you engage in a service, we will ask for your name, address, and other information that will allow us to identify your company.

Exhibit A

General Terms

The primary basis for determining our fee for services is the hourly billing rate of those who work on the case, multiplied by the actual time expended, plus a technology charge of 10% of time charges. The fees listed below represent our best estimate for services, including technology charges, to Hamilton County. Actual fees may be higher or lower than these estimated fees. Services not specifically stated or variances from our assumptions will constitute additional services, for which we will charge additional fees. Examples of additional services are listed in the Additional Services section.

BPS&M will be required to obtain prior approval from Hamilton County if fees for services requested are expected to exceed \$19,000.

Services to be Provided

Actuarial Valuation	Fees
GASB 45 OPEB Actuarial Valuation	\$15,000
<ul style="list-style-type: none">• GASB 45 Actuarial Valuation and Report – June 30, 2015• To be completed by November 30, 2015	
Additional Consulting and Compliance Services	Fees
TCRS Study	\$4,000
<ul style="list-style-type: none">• To be completed by November 30, 2015	

Additional Services

- ◆ Analysis of changes in valuation assumptions and methods and consulting on possible changes
- ◆ Support to external auditors for the annual financial statement audits of the County
- ◆ Annual estimates of succeeding year contributions and accounting expense
- ◆ Projections of accounting expense over multiple years, or beyond that described under Recurring Actuarial Services
- ◆ Study of demographic assumptions based on plan experience
- ◆ Resolving trustee accounting or reporting problems
- ◆ Data corrections or manipulation of data files to consolidate or convert to system format, manual input of participant and payroll information, or multiple payroll files
- ◆ Actuarial studies of plan amendments
- ◆ Actuarial studies and other work related to mergers, acquisitions or spin-offs
- ◆ Meetings and telephone conferences (in addition to those listed above)

Billing Rates

BPS&M's schedule of hourly billing rates for our professionals and staff is based upon years of experience, specialization in training and practice, and level of professional attainment. BPS&M average hourly rates as of January 1, 2015:

Senior Consultant/Principal	\$300 - \$440
Consultant	\$205 - \$300
Actuarial Staff/Pension Analyst	\$130 - \$205
Other Clerical and Word Processing	\$ 70 - \$130

Periodically, BPS&M hourly rates are reviewed and adjusted for increases in expertise, productivity, and inflation. Our fees have increased at or about the rate of inflation historically. The primary basis for determining our fee for additional services is the hourly billing rate of those who work on the case, multiplied by the actual time expended.

Expenses

There are three categories of expenses that the firm may bill in addition to the fees listed above.

- ◆ Out-of-pocket expenses, such as travel, lodging, meals, filing fees, printing costs, messenger services, and other similar expenses which will be billed directly.
- ◆ Administrative expenses for copying, faxing, long-distance phone calls, etc. as would be described on detailed billing statements.
- ◆ Any applicable taxes, charges and other levies associated with the agreed upon services rendered by BPS&M. This would include state, local, and use taxes, if any, but excludes taxes levied against the income or personal property of BPS&M.

To the extent disclosed in the project fees section, these categories of expense are included in the project fee estimates provided.

Billing Procedures

Normally, our statements will be prepared and sent during the month following the month in which the service is rendered and costs were incurred. However, sometimes we hold charges until work on a project is completed or charges are more than nominal. You agree to pay BPS&M payment within 30 days after the statement date.

Our billing statements are due and payable upon receipt. We reserve the right to place an interest charge on unpaid accounts of 1% per month commencing 30 days after the statement date. If payment has not been received within 90 days after the statement date, further work will be suspended until payment is received or a mutual agreement is reached.

Occasionally, we may request either payment in advance or direct payment by the client for significant out-of-pocket or extraordinary expenses, or if a client has failed to pay past statements on a timely basis.

Potential Conflicts of Interest Disclosure

BPS&M is wholly owned by Wells Fargo & Company. Wells Fargo and its related companies are a financial services organization that provides many services to help organizations manage their employee benefit plans. In the course of our engagement with you, we may introduce other services and capabilities of Wells Fargo or other service providers that may be of benefit to you and the management of your plans. We know of no circumstances that create a conflict of interest in our services to you.

Potential Direct and Indirect Compensation from Other Parties

It is possible that we will receive compensation from Wells Fargo related companies or other parties or service providers in relation to your decision to use their services. We will disclose to you the monetary value of any direct or indirect compensation (including the payor of and services related to any indirect compensation) we receive from any party other than you in connection with our provision of services to the Plan. At the present time, there is no indirect compensation expected.

Confidentiality

BPS&M will not sell, rent, lease or in any way transfer County information to a third party, except as expressly agreed to by you in writing. BPS&M will have no proprietary interest or right to use County information, except as provided in this Agreement. BPS&M will take all reasonable and necessary steps to prevent the misuse of County Information.

BPS&M's reports, letters, memos, emails or other consulting work products furnished to you are for the use of the County and its auditors, and for the business purposes stated therein. BPS&M is not responsible for the reliance upon these work products by any other party.

Amendment and Termination

Upon the mutual agreement of both parties, Exhibit A may be revised and restated from time to time to add or change the consulting services provided and such revised or restated Exhibit A shall continue to be covered by the engagement letter then in effect.

Either party may terminate this Agreement, upon 30 days prior written notice to the other party. You agree to pay for all services provided by us up to the date of termination.

Dispute Resolution

In the event of any dispute between the parties with respect to our services, each of the parties will promptly appoint a designated officer to meet to resolve such dispute in good faith. If an amicable resolution through negotiation does not appear likely within a reasonable time, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration will be binding and final. Any such arbitration will be before one arbitrator, be conducted in English, and held in the State of Tennessee and governed by Tennessee state law.

Indemnification

You agree to hold BPS&M harmless from all claims, losses, damages, liabilities, costs and any other expenses related to the operation of the plan or of plan related services by the County, Plan Administrator or other third party vendor. This indemnification does not include claims, losses, damages, liabilities, costs or any other expenses attributable to any gross negligence or willful misconduct by BPS&M in the performance of our services under this engagement.

Neither the County nor Wells Fargo shall be deemed responsible if it fails to perform any services as a result of one or more of the following causes: (a) receipt of poor or incomplete data provided by the other party or its authorized agents; (b) interruptions or delays affected by information or communications systems; (c) exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume; (d) suspension of trading; (e) computer, or operational system failures; (f) "Acts of God;" (g) any outbreak or escalation of hostilities, war, terrorism, riots, or civil disorders in any country; or (h) other unusual circumstances not reasonably within the control of either party.

Insurance Requirements

Prior to execution of the contract, the BPSM shall procure and maintain at their own expense throughout the contract period, the following insurance against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by BPSM, their sub agents, representatives, employees or subcontractors:

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

In addition, Hamilton County shall be listed as an additional insured on the above required liability insurance policies. This should be stated on the Certificate of Insurance (COI) without any qualifying wording. 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. Except as otherwise noted, 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.

Mutual Responsibilities

Timeliness and Accuracy of Data. You will provide us with the requested participant and other plan information that we need in order to perform our services. You will be responsible for ensuring that the information is accurate and complete. Although BPS&M will perform reasonableness checks on the participant data, BPS&M will have no other responsibility to independently verify the accuracy of the participant data that you provide. BPS&M assumes no responsibility to acquire information other than to request it from you or from third parties as authorized by you. BPS&M will not be liable for any errors or omissions made as a result of incomplete or incorrect information that are furnished to us by you or by third parties on your behalf (e.g., payroll providers, trustees, accountants, attorneys, investment advisors, etc.). We will work with you to determine an appropriate file format for the ongoing data that we need to provide services to you.

Conversion. We will work with your current providers to determine an appropriate file format and record layout for any conversion data that we may need. You will be responsible for the payment of any fees charged by the current provider for its work to supply the conversion data that we need and answer questions that we may have.

We will accept the information and data provided by the prior service provider as correct and complete unless instructed by you. We will not audit those records for accuracy, compliance with government requirements or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records.

Maintenance and Transfer of Records. BPS&M will retain possession of all files and records during the course of our engagement. In the event that you terminate our services, at such

time as a final payment in full is made to BPS&M for all outstanding fees and expenses to date, BPS&M will furnish the County, upon County's request, copies of participant data and work products at a reasonable cost for electronic delivery and/or photocopying. Files will eventually be shredded and disposed of in accordance with BPS&M's file retention policies.

Limitations on BPS&M Services

BPS&M is not a law or accounting firm and does not provide legal or tax advice. Any documents that we prepare are specimen documents that should be reviewed by your legal counsel. Legal issues concerning your employee benefit plans should be discussed with your legal counsel. Tax issues should be discussed with your legal counsel or your tax advisor.

BPS&M is not a fiduciary, investment advisor, or the plan administrator of the plan(s) within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA) or otherwise. You are responsible for all discretionary decisions relating to the plan(s). BPS&M may, in the course of its services, identify and discuss issues that require your decision-making as a fiduciary. According to policies and procedures, BPS&M may perform certain services, acting as agent to the County and the fiduciaries to the plan. BPS&M performs such services in an administrative, nondiscretionary capacity only according to plan documents and other procedures and exercises no discretion as to the administration of the plan and the management of plan assets. BPS&M does not invest trust assets or prepare trust accounting statements. BPS&M does not monitor investment performance or the performance of investment management or advisors. BPS&M does not handle plan assets. BPS&M does not provide services that would constitute investment advice to either the plan sponsor or any plan participant.

BPS&M Role in Regulatory Compliance.

BPS&M helps organizations manage their employee benefit plans, including compliance with applicable rules and regulations, subject to review and advice of your legal counsel. These compliance requirements and duties are numerous, including, but not limited to:

- ◆ Participant communications, whether periodic or driven by participant or plan events
- ◆ Reporting and disclosure to regulatory authorities
- ◆ Maintenance of plan documents in accordance with law and regulation
- ◆ Financial transactions

BPS&M is ready to assist in each of these areas to ensure compliance, and our services can range from recommendations of strategies for compliance to full outsourcing of specific compliance tasks, subject to review and advice of your legal counsel. The services and fees outline mentions specific ways in which BPS&M will assist and support you in regulatory compliance. Unless otherwise specifically indicated in our description of services, the County is responsible for meeting all compliance requirements of the plan.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
7/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Rd Suite 800 Atlanta, GA 30305	CONTACT NAME: Wells Fargo Certificate Service Center PHONE (A/C, No, Ext): 1-877-932-7475 E-MAIL ADDRESS: wfis.certificaterequest@wellsfargo.com	FAX (A/C, No): 1-877-362-9069
	INSURER(S) AFFORDING COVERAGE	
INSURED Wells Fargo & Company and its Affiliates including Bryan, Pendleton, Swats & McCal, LLC 90 South 7th Street, 14th Floor Minneapolis, MN 55402	INSURER A: Old Republic Insurance Company	NAIC # 24147
	INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 9357735**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 304056	04/01/2015	04/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	MWC 302638	04/01/2015	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Errors & Omissions Claims Made			01-840-56-07	11/15/2014	11/15/2016	\$100,000,000 Each Occurrence \$100,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employee Benefits Consulting Services Agreement
Hamilton County, Tennessee is Additional Insured on General Liability as respects referenced agreement as their interest may appear where required per written contract, subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Hamilton County, Tennessee Finance Department 455 North Highland Park Avenue Chattanooga, TN 37404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)



Hamilton County Board of Commissioners

RESOLUTION

No. 815-21

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JUNE 1, 2015, THROUGH JUNE 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 June 1, 2015, through June 30, 2015.

June 3, 2015, \$16,486.72 for 8,421 gallons of E10 gasoline at 1.95781 per gallon from Jat Oil and Supply, Inc.

June 5, 2015, \$7,323.27 for 3,456 gallons of regular unleaded gasoline at 2.119001 per gallon from Jat Oil and Supply, Inc.

June 10, 2015, \$17,031.15 for 8,379 gallons of E10 gasoline at 2.032599 per gallon from Pilot Travel.

June 15, 2015, \$14,666.58 for 7,379 gallons of E10 gasoline at 1.987611 per gallon from Parman Lubricants.

June 15, 2015, \$15,201.25 for 7,648 gallons of E10 gasoline at 1.987611 per gallon from Parman Lubricants.

June 16, 2015, \$1,011.44 for 408 gallons of regular unleaded gasoline at 2.47901 per gallon from Jat Oil and Supply, Inc.

June 17, 2015, \$15,845.25 for 7,925 gallons of E10 gasoline at 1.9994 per gallon from Sweetwater Valley Oil Company.

June 18, 2015, \$13,856.03 for 7,339 gallons of diesel fuel at 1.8880 per gallon from Jat Oil and Supply, Inc.

June 24, 2015, \$1,472.71 for 591 gallons of regular unleaded gasoline at 2.4919 per gallon from Jat Oil and Supply, Inc.

June 30, 2015, \$15,956.59 for 8,377 gallons of E10 gasoline at 1.90481 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

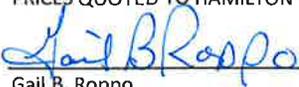
August 5, 2015

Date

Date:	6/3/2015	6/5/2015	6/10/2015	6/15/2015	6/15/145	6/16/2015	6/17/2015	6/18/2015	6/24/2015	6/30/2015
Location	Silverdale	Maintenance CFP	White Oak	Silverdale	Career Lane	ESNP	Sheriff's Sub- Station	Silverdale	ESNP	Silverdale

Sweetwater (HC)	Gasoline		No quote				2.8379		2.8814	
	E-10 Gasoline	2.0044		2.0514	2.0300	2.0300		1.9994		1.9529
	Diesel								1.8969	
	Bio Diesel									
Jat Oil (HC)	Gasoline		2.119001				2.47901		2.4919	
	E-10 Gasoline	1.95781		2.0570	2.0230	2.0230		2.0250		1.90481
	Diesel								1.8880	
	Bio Diesel									
Collins Oil	Gasoline		No quote				No quote		No quote	
	E-10 Gasoline	No quote		2.1420	2.0275	2.0375		No quote		1.985
	Diesel								1.895	
	Bio Diesel									
Mansfield	Gasoline		No quote				No quote		No quote	
	E-10 Gasoline	1.9878		2.0735	2.0300	2.0300		2.0300		1.9475
	Diesel								1.9200	
	Bio Diesel									
Rogers Petroleum	Gasoline		No quote				No quote		No quote	
	E-10 Gasoline	No quote		No quote	No quote	No quote		No quote		No quote
	Diesel								No quote	
	Bio Diesel									
Parman (HC)	Gasoline		No quote				No quote		No quote	
	E-10 Gasoline	1.9654		2.0365	1.987611	1.987611		No quote		1.9112
	Diesel								1.8896	
	Bio Diesel									
Dupree Oil	Gasoline		No quote				N/A		N/A	
	E-10 Gasoline	No quote		N/A	N/A	N/A		N/A		N/A
	Diesel								N/A	
	Bio Diesel									
Pilot Travel	Gasoline		2.1747				No quote		No quote	
	E-10 Gasoline	1.9898		2.032599	2.0323	2.0323		2.0045		1.9268
	Diesel								1.9044	
	Bio Diesel									
Lykins Energy	Gasoline		2.2579				No quote		No quote	
	E-10 Gasoline	1.9857		2.0412	2.0172	2.0174		2.0084		1.9237
	Diesel								No quote	
	Bio Diesel									

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



Gail B. Roppo
Director of Purchasing

Unleaded Gasoline	June 2015	YTD
Gallons Purchased	4,455	44,862
Total Cost	\$9,807.42	\$107,693.31
Average Cost/Gallon	\$2.2014	\$2.4005
E-10		
Gallons Purchased	48,129	476,628
Total Cost	\$95,187.53	\$958,608.36
Average Cost/Gallon	\$1.9778	\$2.0112
Diesel		
Gallons Purchased	7,339	204,915
Total Cost	\$13,856.03	\$461,943.40
Average Cost/Gallon	\$1.8880	\$2.2543
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 815-22

A RESOLUTION ACCEPTING THE PROPOSAL OF PUBLIC FINANCIAL MANAGEMENT, INC. (PFM) FOR PROFESSIONAL SERVICES IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) REGARDING THE COUNTY'S REVIEW OF CURRENT AND FUTURE CORRECTIONAL OPERATIONS AND ASSETS AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE ALL CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Hamilton County operates two (2) correctional facilities: the downtown County jail which is managed by the Hamilton County Sheriff, and the correctional facility at Silverdale, which is operated by Corrections Corporation of America (CCA) under the supervision of the County Mayor; and

WHEREAS, Hamilton County's contract with Corrections Corporation of America has been in place since 1984 and is set to expire April 30, 2016; and

WHEREAS, there is a need to perform a comprehensive review of both correctional facilities to assess current and future correctional operations and assets; and

WHEREAS, said comprehensive review is believed to consist of four (4) tasks: (1) developing the framework for analyzing alternatives, (2) developing the appropriate procurement process, (3) conducting the procurement process and (4) negotiation, evaluation and selection; and

WHEREAS, PFM, a large, nationally ranked financial management consulting firm with offices located in 35 cities including Memphis and Chattanooga, has served as the County's independent financial advisor since 2000 and has extensive experience related to assessing current and future correctional operations and assets; and

WHEREAS, PFM will assist the County in completing tasks (1) and (2) above for a fee of \$150,000; and

WHEREAS, PFM may be requested to assist the County with tasks (3) and (4) as needed for an additional fee to be determined at a later date and upon approval by this legislative body.

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

That the proposal of Public Financial Management, Inc. (PFM) for tasks (1) and (2) of the comprehensive review of current and future correctional operations and assets in the amount of \$150,000 is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



222 North LaSalle
Suite 910
Chicago, IL 60601

312 977-1570
312 977-1575 fax

850 Market Street
Chattanooga, TN 37402

423 425-3154 x3065
www.pfm.com

July 1, 2015

Mr. Albert Kiser
Finance Administrator
Hamilton County
County Courthouse
Chattanooga, Tennessee 37402

Dear Mr. Kiser:

We are writing to follow up on our conversations regarding the County's interest in professional services to support its due diligence review of current and future correctional operations and assets.

Background

Hamilton County Government currently contracts with Corrections Corporation of America ("CCA") to manage its Silverdale correctional facility. The contract with CCA has been in place since 1984 and is set to expire in 2016. Given this timing, the County is exploring options regarding future management of the Silverdale facility and plans related to the current capacity and condition of the downtown County jail; specifically, the County is considering how and to what extent a public private partnership would meet the County's fiscal and correctional operations objectives.

Scope of Services

The following scope of work identifies the primary work tasks that PFM will undertake to support the County:

Task 1: Develop framework for analyzing alternatives

Having more than 30 years experience with private management of its correctional facility, the County has first-hand knowledge of the effects of private operation of a jail. Building on this experience, it will be important to clarify the County's objectives for the future and provide a baseline for analyzing alternatives. These objectives could be both financial – e.g. reduction in cost or monetization of an asset – and operational – improved jail conditions. The alternatives could include continuing the current system where the County owns and operates one facility and owns and contracts out the operation of another; expanding the role of a private partner to include the design, construction, and potential ownership of existing beds and new or replacement capacity; or other policy actions that could affect both financial costs and benefits (e.g. population management, contracting with surrounding jurisdictions to provide capacity).



As a starting point, however, the County needs to determine its objectives, assess current and projected future costs related to correctional operations and the potential for revenue from existing assets currently being used for both the Silverdale and County jail. This will provide the County with a framework to determine appropriate next steps, including whether to explore procurement decisions and, as appropriate, begin negotiations with private partners.

The PFM team will work with the County to develop this analytical framework. This task will include the following work steps:

- i) Identifying and prioritizing the County's correctional related objectives and policy considerations, including current and projected population and capacity issues, the need to upgrade current facilities and operational questions related to inmate transportation, health and other support activities
- ii) Creating a pro forma model to understand the key drivers of the future financial performance of the corrections system including both capital and operating expenses that allows for analysis of different scenarios based on, among other things, projected average daily population
- iii) Assessing the need and desirability for an upfront payment versus longer term financial commitments or capital requirements to fund upkeep or new capacity
- iv) Developing alternative business models, including the potential relocation of the Silverdale facility, creating new or expanded capacity to meet capacity and facility needs, providing capacity to other jurisdictions in return for revenue or population management and control
- v) Inventorying all assets and land associated with current correctional functions and determining potential alternative uses and value
- vi) Benchmarking relevant examples of privately developed correctional facilities to understand contractual terms, compensation mechanisms, governance structures, and best practices.
- vii) Recommending a set of options for next steps in meeting the County's financial and operational objectives for its corrections system

Task 2: Develop an appropriate procurement process

If Task 1 results in a preferred alternative or alternatives involving a public-private partnership, the PFM team will work with the County to develop a procurement process to optimize the operational and fiscal outcomes for the County.

Depending upon the preferred alternative(s), the process could include the development of a RFP or a competitive, negotiated process. In either scenario, it will be important for the County to develop and execute a process that achieves the desired operational and fiscal outcomes while ensuring transparency.



The PFM team will assist the County in developing appropriate transaction documents and setting a baseline for receiving proposals from private parties.

Detailed work steps will include:

- i) Developing a formal or negotiated procurement process that will achieve the objectives of the County and meet any regulatory constraints
- ii) Conducting market sounding to determine interest level and feedback on the alternatives from prospective bidders
- iii) Receiving input from County officials to establish consensus around evaluation criteria to be used in the procurement process
- iv) Finalizing process and documentation based on input from the County
- v) Assist the County in retaining legal or technical advisors, as required
- vi) Developing a project schedule and responsibility matrix

Task 3: Conduct procurement process

The PFM team will assist the County in the conduct of the procurement process developed as part of Task 2. Whether the process includes proposals or a competitive negotiation, it will be important to execute the process in a transparent manner and facilitate fair and confidential communication with potential private sector partners. It will also be important to allow adequate opportunity for perspective bidders to perform due diligence to formulate detailed proposals to meet the County's objectives. Detailed work steps may include:

- i) Developing a list of potential private sector correctional service providers
- ii) Finalizing procurement process documents (RFP, RFQ, etc.) as required
- iii) Reviewing any unsolicited proposals received
- iv) Establishing an electronic data room for proposers to facilitate relevant data and necessary information to prepare final proposals access relevant data necessary for potential providers
- v) Arranging meetings with potential providers for due diligence and negotiations
- vi) Providing communications support to the County with stakeholders, including elected officials and other key stakeholders during the procurement process

Task 4: Negotiation, evaluation and selection

Based on the process resulting from Task 3, the PFM team will support the County in the selection of, and negotiation with, a preferred partner. Depending



on the form of the transaction, PFM will also assist in reviewing: the financial structure of the transaction – including fiscal and operational outcome modeling using the pro forma model developed in Task 1; sources of debt and equity; and any tax-exempt debt or other financial commitments by the County.

Schedule

It is anticipated that Tasks 1 and 2 will be completed in 60 to 90 days assuming ready availability of financial and operating data regarding the correctional facilities and operations. We expect to be able to begin work on this project upon your notice to proceed. Prior to commencing Tasks 3-4 we expect the County will select a preferred option or options and authorize proceeding with the procurement process.

Project Team

Tom Morsch and David Eichenhal will lead the project and Lauren Lowe will be available to serve as liaison to the County based on her prior work and familiarity with the County's finances. Other members of the PFM team, based in Chicago and Philadelphia will provide analytical support for the project as necessary.

Compensation

PFM will charge a flat fee of \$150,000 for the deliverables in Tasks 1 and 2 and any related travel expenses. Given the uncertainty around the timing and the interest of the County to proceed with Tasks 3-4, PFM agrees to refine the scope of our involvement should the County wish to proceed with those tasks. In all cases PFM seeks to align its fees with the value delivered and will work with the County to develop a mutually agreeable and incentivized fee arrangement for subsequent work or phases.

We welcome the opportunity to work with you and your team. We look forward to hearing from you to discuss this proposal further.

Public Financial Management, Inc.

Thomas H. Morsch, Jr.
Managing Director

Accepted by:



Hamilton County, Tennessee

Authorized Signature

Name

Title

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 815-23

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) AUTO-CLEAR 6040 RAPID PARCEL X-RAY FOR EXPLOSIVES, WEAPONS, AND NARCOTICS FROM AUTO-CLEAR, LLC AMOUNTING TO \$16,900.00 FROM THE STATE CONTRACT FOR THE SUPPORT SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the State Contract price for the AutoClear 6040, Rapid Parcel X-ray for Explosives, Weapons & Narcotics includes automat alert, image archive, auto tracking, Linux based software, operator training, software, freight, installation, training and one year warranty to include parts, labor and travel; and,

WHEREAS, the Support Services Department has determined that purchasing the Auto-Clear 6040 Rapid Parcel X-ray machine from Auto-Clear, LLC from the State Contract (SWC 104) is the most feasible and economical; 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 purchase for one (1) Auto-Clear 6040 Rapid Parcel X-ray for explosives, weapons, and narcotics from Auto-Clear, LLC amounting to \$16,900.00 from the State Contract 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

August 5, 2015

Date



Hamilton County, Tennessee

SWC No: 104

Contract No: 44285

DESCRIPTION: AutoClear 6040, Rapid Parcel X-ray for Explosives, Weapons & Narcotics including automat alert, image archive, auto tracking, Linux based software, operator training, software, freight, installation and training and 3 year warranty to include parts, labor and travel.

VENDOR: AutoClear LLC, 2 Gardner Road, Fairfield NJ 07004. Contact: Barry Luppowitz, (404) 556-0329, barryl@a-clear.com

Overall Dimensions:

60.9" L x 31.9" W x 49.8" H

Inspection Capabilities

Tunnel Size: 24.4" wide
16.5" high

L-shaped detector for 100% package screening

Material Penetration: 1.10 - 1.14" STL

Contrast Sensitivity: 2 million + color tones STD

Resolution: 38-40 AWG wire

Processing: 32-bit adaptive image processing with 128 Mbytes memory; 2.4+ GHz processor

Conveyor Speed: 48 FPM Standard conveyor picture on reverse Fully reversible

Pulling Weight: 331 lbs

AutoTracking®: Belt guaranteed to autoTrack for life.

Film Safety: Guaranteed for high-speed films up to ISO 1600

Full autoSensing® *without* multiple Reduces downtime and assures *all* magazines, envelopes or troublesome photobeams, or footpad. Items are scanned, no matter how thin, or of bag already in tunnel at start-up. Enhances radiation safety.

X-ray Generator

X-ray tube head: Self-contained, shielded tank

High voltage rating: 160 kV, 140 kV Operating Voltage

Duty cycle: 100% with sealed oil bath cooling

Beam orientation: Diagonal (80° beam divergence)

Dose rate per exam: 0.1 mR.

X-ray Detectors Surface-mounted, multilayer, fully integrated, high frequency, solid state scintillator detectors, using state of the art highspeed processors and CPU's and advanced signal processing.

Video Color 19" LCD flat screen monitor. High resolution, flicker-free, low rad., low energy monitor, 1280 x 1024 or higher resolution. Single energy color is based on object density. Displays organics in orange and inorganics in blue, both overlapping in

green and very dense objects in black, and includes organic and inorganic stripping.

Standard Features realClear® | 1.5, 2, 2.5, 3, 3.5 4,6, 8, | Integrated undercarriage | autoDensAlert® | 16, 32 and 64X Smart Zoom | Brushed alum. tunnel extensions | autoTracking® Dark & Light enhance
Helpscreens | autoSensing® | DensityScan | Fast (25 second) initial warm-up | autoOutline® Color; Reverse B/W | Full-sized, friendly, robust keyboard | autoScale® | High/Low Density & Stripping | Reversible direction & image | autoCal® | High density | Non-marring castors

Options Included Multi-Energy (M) color material identification | CE marking. UL or CSA. UK, Fr. Or with organic and inorganic stripping (popular) Can. Approved | autoArchive with autoSave® kV, mA meter or item counter to DVD, CD, or USB Flash | Power conditioner, or UPS | Threat Image Projection (TIP) | Variable height brushed keypad mount | autoMatalert® | Locking monitor(s) hood | Tropical Humidity Kit | Remote operation; printer or archiving cables | Loading or exit slides, or rollerbeds | CRT, dual LCD or larger monitor(s) | Built-in Training | Locking metal keypad cover | autoNet or TIPNet | Extended or motorized conveyors; added pulling power | Stepwedge or radition meter

Physical Details

Weight: 775 lbs (352 kg)
975 lbs (442 kg) crated

Construction: Unibody heavy gauge, epoxy painted steel construction with stainless steel and aluminum trim and accessories. Corrosion-resistant command center keypad. Available mounted on side or on table.

Environmental Temperature range: 5°- 131°F, (-15°- 55°C)
Conditions: Humidity 20% - 95%, non-condensing.

Electrical Power Requirements: 120 volts AC ± 10% (<8 amps) 200, 220, 230, 240, 250 volts AC ± 10% (<4 amps). All at 50 or 60 Hz.



Hamilton County Board of Commissioners

RESOLUTION

No. 815-24

A RESOLUTION ACCEPTING THE BID OF CARGILL INCORPORATED DEICING TECHNOLOGY BUSINESS UNIT FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING AUGUST 5, 2015 THROUGH AUGUST 4, 2016, FOR HIGHWAY BULK DE-ICING SALT FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for highway bulk de-icing salt for the Highway Department; and,

WHEREAS, the bid of Cargill Incorporated Deicing Technology Business Unit amounting to \$90.12 per ton for pickup at terminal or \$97.56 per ton for delivered salt was considered to be the 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 Cargill Incorporated Deicing Technology Business Unit for one (1) year contract pricing, beginning August 5, 2016 through August 4, 2016, for highway bulk de-icing salt for the Highway Department is hereby accepted, said bid being the best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date

SPECIFICATIONS

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

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on July 8, 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#0615-182: Highway Bulk De-Icing Salt". 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 # 0615-182: Highway Bulk Deicing Salt from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Award of Bid: While Hamilton County prefers to issue this contract to a single vendor, we reserve the right to award sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of the County.

After evaluation of all sections of this bid document, the unit prices will be used in determining the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

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

Contacts:

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

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

Minimum Limits of Insurance

Vendor must show proof of Minimum Insurance Requirements for delivered materials.

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

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

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

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

Specifications:

The salt shall conform on the requirements of ASTM D 632 for Sodium Chloride, Type 1, Grade 1, unless otherwise specified.

The graduation shall be as follows:

<u>Sieve Size</u>	<u>Weight Passing</u>
1/2"	100%
3/8"	95-100%
No. 4	20-90%
No. 8	10-60%
No. 30	0-15%

- The salt shall be treated with an anti-caking agent.
- In compliance with Tennessee Code Annotated 47-26-803, all salt deliveries shall be accurately weighed by a certified license public weigher and weight ticket is to be provided with each delivery.
- Contracted Vendor(s) must check with the Hamilton County Highway Department Director and receive approval prior to distribution of any product being manufactured outside the United States to Hamilton County Highway Department.

Bid#: 0615-182 Highway Bulk De-Icing Salt
Hamilton County, TN

Pricing Sheet:

To be picked up by Hamilton County trucks at local landing or nearest terminal.

Pricing

Estimated usage: 600 tons Per ton: \$ _____.

Terminal Location: _____.

Alternate Bid Pricing:

**Salt delivered to Hamilton County Highway Department at 7625 Standifer Gap Road,
Chattanooga, Tennessee 37421.**

Estimated usage: 600 tons Per ton: \$ _____.

Company Name: _____.

By: _____ Phone: _____.

Email Address: _____.

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



Hamilton County, Tennessee On-Line Bid Administration System



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Solicitation - Log

6/26/2015 10:04 AM Eastern

Solicitation Title: Highway Bulk De-Icing Salt

Number: 0615-182

Bids Due: 7/08/2015 10:30:00 AM Eastern

Status: Open

Visible to Vendors: Currently Hidden [| Show](#)

Message Summary

Message Detail

Document Detail

Message Summary

export



print



Records Per Page

<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
6/26/2015 10:04:33AM	Eastern	Linda Chumbler	0615-182 - Highway Bulk De-Icing Salt	Invitation	Please click on the above solicitation number to access bid documents.	28	0

Please run the attached ad on June 26, 2015, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Highway Bulk Deicing Salt will be opened at 10:30 AM (ET) on July 8, 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.

Gail B. Roppo
Director of Purchasing



Bulk Salt Contract
 July 8, 2015

Highway Department
 10:30 A.M.

Vendors:	Cargill	Compass
	Incorporated	Minerals
		America Inc.
Price per Ton (pickup):	\$90.12	\$92.14*
	Knoxville Terminal	Charleston TN
Price per Ton (delivered):	\$97.56	\$95.14*
Delivery:	3-5 wk days	7-10 wk days
Terms:	Net 30	Net 30

*set stipulations on bid
 *80% ordered before March 31st.
 Contract pricing ends March 31st.

Request For Bids:	
Newspaper Ad:	6/26/2015
Vendor Notification:	28
Vendor Response:	2
Budgeted:	Operating



Hamilton County Board of Commissioners RESOLUTION

No. 815-25

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Whistling Way.

WHEREAS, Whistling Way is in the 2nd Civil District, the 7th County Commission District, in Hidden Lakes Subdivision, on State Tax Map Number 150, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs and was built by McDaniel & Son Construction and Spears Hopkins Paving. for the developer Barrier Properties LLC; and,

WHEREAS, Whistling Way leads from Wandering Way north 0.21 miles to a turnaround; and,

WHEREAS, the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **20 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 815-26

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: River Birch Loop.

WHEREAS, River Birch Loop is in the 2nd Civil District, the 9th County Commission District, in The Farm at Hampton Meadows PUD, on State Tax Map Number 104, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs and was built by Barry Higgins Construction and Lofty Grading & Paving. for the developer Pratt & Associates, LLC; and,

WHEREAS, River Birch Loop leads from Roy Lane south 0.40 miles to a River Birch Loop; and,

WHEREAS, the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **25 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 815-27

A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFOR: Peppy Branch Trail, Lacy Leaf Lane and Cypress Cove.

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

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

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

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

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date

ROAD NAME

DESCRIPTION

Peppy Branch Trail

Peppy Branch Trail is in the 2nd Civil District, the 7th County Commission District in the The Ridges of Crystal Brook Subdivision on State Tax Map Numbers 161/173, leading from Windbridge Drive east 0.38 miles to a turnaround, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Barry Higgins Construction and Card Paving for the Developer Billy McCoy.

The speed limit on said road shall be **25 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

Lacy Leaf Lane

Lacy Leaf Lane is in the 2nd Civil District, the 7th County Commission District in the The Ridges of Crystal Brook Subdivision on State Tax Map Number 161, leading from Peppy Branch Trail north 0.26 miles to a turnaround, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Barry Higgins Construction and Card Paving for the Developer Billy McCoy.

The speed limit on said road shall be **25 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

ROAD NAME

DESCRIPTION

Cypress Cove

Cypress Cove is in the 2nd Civil District, the 7th County Commission District in the The Ridges of Crystal Brook Subdivision on State Tax Map Numbers 161, leading from Windbridge Drive east 0.08 miles to a turnaround, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Barry Higgins Construction and Card Paving for the Developer Billy McCoy.

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



Hamilton County Board of Commissioners

RESOLUTION

No. 815-28

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFOR: Frostwood Lane as extended.

WHEREAS, Resolution No. 1114-33, dated November 19, 2014, shows the mileage of Frostwood Lane as being 0.09 miles being described as leading from Skybrook Drive south to a temporary turnaround; and,

WHEREAS, the new extension of Frostwood Lane was constructed, leading from the existing Frostwood Lane south 0.17 miles to a turnaround, being in the 2nd Civil District, the 9th County Commission District in the Providence Point Subdivision, on State Tax Map Number 104, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs and was built by Brown Brothers Construction and Spears Hopkins Paving Co. for the Developer, James A. Frost; and,

WHEREAS, Frostwood Lane leads from Skybrook Drive west 0.26 miles to a turnaround; and,

WHEREAS, the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **20 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 815-29

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Weatherwood Trail.

WHEREAS, Weatherwood Trail is in the 2nd Civil District, the 7th County Commission District, in Cottages at Crystal Brook Subdivision, on State Tax Map Number 173, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs and was built by Barry Higgins Construction and Card Paving Inc. for the developer Billy McCoy; and,

WHEREAS, Weatherwood Trail leads from East Brainerd Road west 0.08 miles to a turnaround; and,

WHEREAS, the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **20 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

August 5, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 815-30

A RESOLUTION AUTHORIZING PAYMENT FOR ONE (1) EASEMENT IN THE AMOUNT OF \$154,325.00 REQUIRED FOR THE CONSTRUCTION OF THE TENNESSEE RIVERWALK DOWNTOWN SEGMENT PHASE 1 AND 2, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Hamilton County and a number of local public and private partners are working together to extend the Tennessee Riverwalk from Ross's Landing to St. Elmo Avenue; and;

WHEREAS, in order to realign away from an existing railroad and place the TN Riverwalk on property currently owned by Hamilton County, payment to PSC Metals Inc. for one (1) easement totaling \$154,325.00 is required; and;

WHEREAS, 80% of the funding cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds; and;

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

That authorization of payment for one (1) easement necessary for construction of the Tennessee Riverwalk Downtown Segment Phase 1 and 2 totaling \$154,325.00 is approved, and the County Mayor is authorized to execute the attached or similar easements.

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

August 5, 2015

Date

This Instrument Prepared By:
Hamilton County Government
c/o Engineering Department
1250 Market Street Suite 3050
Chattanooga, TN 37402

<u>Name and Address of Easement Grantee:</u>	<u>Send Tax Bills To:</u>	<u>Map and Parcel No:</u>
County of Hamilton c/o Hamilton County Real Property ATTN: Paul Parker 4 th Floor Mayfield Annex 123 East 7 th Street Chattanooga, TN 37402	-SAME-	145G A 001

**DEED OF CONSERVATION EASEMENT AND
GRANT OF TEMPORARY CONSTRUCTION EASEMENTS**

THIS GRANT DEED OF CONSERVATION EASEMENT AND GRANT OF TEMPORARY CONSTRUCTION EASEMENTS (the “Easement”) is made this ____ day of _____, 2015, by **PSC METALS INC, SUCCESSOR TO SOUTHERN FOUNDRY SUPPLY, INC**, a corporation of the State of Ohio, (herein called “Grantor,” which term shall include its principals, parents, affiliates, heirs, representatives, successors and assigns), in favor of **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, having an address: c/o Mr. Paul Parker, Real Property Division, 4th Floor Mayfield Annex, 123 East 7th Street, Chattanooga, Tennessee 37402 (hereinafter collectively referred to as “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of real property located near the south bank of the Tennessee River along W 19th Street in downtown Chattanooga, Hamilton County, Tennessee, which is more particularly described in the Deed recorded at Deed Book 1267, Page 0087, in the Register’s Office of Hamilton County, Tennessee (the “Property”); and

WHEREAS, the portion of the Property which lies near the bank of the Tennessee River possesses open space and recreational values, together with scenic views overlooking the Tennessee River, the forested ridges of North Chattanooga, Lookout Mountain, Elder Mountain, and the northern portions of Moccasin Bend National Park (“Conservation Values”) of great importance to Grantor, the people of Chattanooga and Hamilton County and the people of the State of Tennessee (the “State”); and

WHEREAS, the Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.* (the “Conservation Easement Act”), permits the creation of conservation easements for the protection of the State’s land, water, geological, biological, historical, architectural, archaeological, cultural, and scenic resources, for the purposes of maintaining and preserving the State’s natural and cultural heritage, and for assuring the maintenance of the State’s natural and social diversity and health, and for encouraging the wise management of productive farm and forest land; and

WHEREAS, Grantee, in accordance with the terms of this Easement desires to construct and maintain a public recreational trail, linear park, and related landscaping and amenities across portions of the Property, and to link such trail with adjoining properties in furtherance of the construction of the Tennessee RiverPark along the banks of the Tennessee River in Chattanooga and Hamilton County; and

WHEREAS, the installation and maintenance of the public recreational trail over and across that portion of the Property described on **Exhibit A** attached hereto and incorporated herein by reference (the Easement Area) will assist in furthering the expansion of the City of Chattanooga's and Hamilton County's Tennessee RiverPark and provide an important opportunity for public recreational uses on the Property, including walking, jogging, bicycling, wildlife observation, and nature study; and

WHEREAS, the park and recreational development of the Easement Areas will help to implement the "Tennessee RiverPark Master Plan," adopted by the Chattanooga City Council on September 24, 1985, and adopted by the Hamilton County Commission on September 17, 1985, and the greenway plan identified by the National Park Service in its 1994 study "Greenways of the Southeast Tennessee River Valley"; and

WHEREAS, Chattanooga City Code, Part II, Chapter 26, Article VII., adopted on May 13, 1997, established the Greenways Advisory Board and directed that the Board work to establish greenways, and the Board has determined that the creation of a public recreational trail through the grant of the easement under this Easement will be an integral component of the Tennessee RiverPark along the Tennessee River; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Easement Area, but not the remainder of the Property, and Grantee is willing to honor such intention and protect such values in perpetuity; and

WHEREAS, because Grantor will continue to own the remainder of the property adjoining the Easement Area, Grantor has conditioned the grant of this Easement on the agreement by Grantee to take affirmative measures to: insure the safety and security of Grantor's adjoining Property; promote the continuing opportunity for efficient use and sustained economic value for Grantor's adjoining Property, including, without limitation, its use as an industrial facility; and otherwise abide by the covenants, terms and conditions set forth herein; and

WHEREAS, Grantor has also agreed to grant certain Temporary Construction Easements across its adjoining Property in order to facilitate Grantee's initial construction of the public recreational trail and related amenities, the terms of which are specifically set forth herein;

WHEREAS, Grantee, Hamilton County, Tennessee, is a political subdivision of the State of Tennessee;

NOW, THEREFORE, in consideration of the above, and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Tennessee and in particular the Conservation Easement Act, the following is hereby agreed upon and undertaken:

1. **Grant of Conservation Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive conservation easement in perpetuity (subject to certain rights of reversion set forth

herein) across and over the Easement Area of the nature and character specifically set forth herein (the "Conservation Easement"). This Easement shall run with the land and is subject to any and all limitations, restrictions, and encumbrances of record, and existing otherwise within the Easement Area or Property. The Easement is granted to Grantee on an AS IS/WHERE IS basis, without any representations or warranties of any kind by Grantor, including without limitation, with respect to the condition of the Easement Area or the suitability of such for Grantee's intended use thereof or otherwise. Grantee shall be solely responsible for analysis of the Easement Area, including without limitation, physical, environmental, and ownership status of the Easement Area, and shall purchase or obtain on its own accord whatever survey, environmental, title insurance and suitability analysis that it chooses to do.

2. **Purpose.** The purpose of this Easement to assure that the Easement Area will be retained forever in the condition described herein for public recreational purposes, to serve as the location for a segment of the Tennessee RiverPark linear park and Riverwalk public recreational trail, and to prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values of the Easement Area; provided however, that in no event shall such purposes interfere or conflict with, have any effect on or be deemed to be a restrictions or encumbrance on the remainder of the Property that is not part of the Easement Area or its use, operation or enjoyment by the Grantor and its successors and assigns. FOR THE AVOIDANCE OF ANY DOUBT AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS EASEMENT SHALL NOT IMPOSE OR IMPLY ANY PROHIBITIONS, RESTRICTIONS, LIMITATIONS OR ENCUMBRANCES ON ANY PORTION OF THE PROPERTY THAT IS NOT PART OF THE EASEMENT AREA, INCLUDING THE CURRENT OR FUTURE USES THEREOF BY GRANTOR AND ITS SUCCESSORS AND ASSIGNS.

3. **Rights of Grantee; Affirmative Obligations and Covenants of Grantee.**

3.1 **Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are conveyed to Grantee by this Easement:

(a) To construct, maintain, repair, and replace paved and unpaved public recreational trails and/or boardwalks, observation areas, landscaped borders, wildlife viewing platforms and associated structures, public park amenities, and signs and fencing within the Easement Area, all of which shall be done in accordance with the Plans and Specifications (as defined below); provided, however, that Grantee shall have the affirmative obligation to remove from the Easement Area any structure which is abandoned or which becomes dangerous to the public due to lack of appropriate use or maintenance;

(b) To clearly delineate and mark the Easement Area as distinct from the remainder of Grantor's Property, which delineations shall be in accordance with the Plans and Specification;

(c) To preserve and protect the Conservation Values of the Easement Area, provided that Grantee shall have no right to impose the Conservation Values on any part of the Property that is not part of the Easement Area;

(d) To monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6;

(e) Except as set forth in Section 5 or as otherwise expressly allowed herein, to prevent any activity on or use of the Easement Area that is not permitted pursuant to the terms hereof

and to require the restoration of such areas or features of the Easement Area that may be damaged by any activity or use not permitted herein, pursuant to the remedies set forth in Section 6; and

(f) Except as set forth in Section 5 or as otherwise expressly prohibited herein, to allow trail connections and public access to the Easement Area from adjoining properties to the east and west of Grantor's Property during all reasonable times for purposes such as recreational trail use and related purposes, provided that such connections and access shall be strictly limited to land within the Easement Area and shall not encroach upon the remainder of the Property, and provided further that any legal liability for utilizing the Easement Area for these purposes shall rest solely with the Grantee, and the Grantor shall be held harmless by the Grantee from and against all legal actions arising from such actions in accordance with Section 8.2.

As used herein, the term "Plans and Specifications" shall mean the Preliminary Plans (as hereinafter defined), as and when approved in writing by the Grantor. As used herein the term "Preliminary Plans" shall mean full and detailed architectural and engineering plans and specifications covering all work and improvements that Grantee is required or permitted to construct in the Easement Area or on the Property pursuant to the terms of this Easement (collectively, the "Work"), including, without limitation, detailed drawings related to fencing, gates, security features, landscaping features, screening methods, and stormwater facilities. The Preliminary Plans shall be subject to Grantor's approval, which approval shall not be unreasonably withheld, conditioned, or delayed, and, if required, the approval of all local governmental and quasi-governmental authorities. Grantor shall give its written approval or disapproval of the Preliminary Plans within fifteen (15) Business Days after their delivery to Grantor. Grantor agrees not to unreasonably withhold, condition or delay its written approval of the Preliminary Plans; provided, however, that Grantor shall not be deemed to have acted unreasonably if it withholds such approval of the Preliminary Plans because: (i) the Work as shown in the Preliminary Plans adversely affects any improvements or structures on the Property or the safety of the owners, occupants, invitees, tenants or other users of the Property or such parties' business operations; (ii) the Work would increase the cost of operating Grantor's business on the Property; (iii) the Work would violate any applicable building codes, safety codes or any governmental laws, rules or ordinances (or interpretations thereof); (iv) the Work contains or uses hazardous or toxic materials or substances; (v) the Work would not be approved by a prudent owner of property similar to the Property; (vi) the Work would or has the potential to violate any agreement that affects the Property or binds Grantor; (vii) Grantor reasonably believes that the Work has the potential to reduce the market value of the Property; (viii) the Work would not be approved by any governmental, quasi-government or utility authority with jurisdiction over the Property; or (ix) the Work does not conform to the existing Property's use or operation. If Grantor notifies Grantee that changes are required to the final Preliminary Plans submitted by Grantee, Grantee shall, within fifteen (15) business days thereafter, submit to Grantor for its written approval the Preliminary Plans as amended in accordance with the changes so required. Both parties agree to use commercially reasonable efforts to conclude final preparation and approval of the revised Preliminary Plans within the time periods set forth above. The Preliminary Plans shall also be revised, and the Work shall be changed, all at Grantee's cost and expense, to incorporate any work required on the Property by any local governmental or quasi-governmental field, building or codes inspector. Grantor's approval of the Preliminary Plans shall in no way be deemed to be (i) an acceptance or approval of any element therein contained which is in violation of any applicable laws, ordinances, regulations or other governmental requirements, or (ii) an assurance that Work done pursuant to the final Plans and Specifications will comply with all applicable laws (or with the interpretations thereof) or satisfy Grantee's objectives and needs.

3.2 **Affirmative Obligations and Covenants of Grantee.** As important considerations to Grantor in the conveyance of the Easement, Grantee affirmatively agrees to perform all of the following obligations and covenants in reference to the construction, operation and long-term maintenance of the public recreational trail and amenities within the Easement Area as follow:

(a) **Construction of Improvements Within the Easement Area.** All improvements to be constructed by the Grantee within the Easement Area or on the Property shall be at Grantee's sole cost and expense and shall be constructed substantially in accordance with the Plans and Specifications approved by Grantor pursuant to the terms of Section 3.1. As more specifically set forth in the Plans and Specifications, Grantee shall install and permanently maintain screened chain link or other security fencing, with a height of not less than six (6) feet, to prevent users of the easement area from having the ability to cross to and from the Easement Area onto the adjoining Property and buildings or remnants of buildings of Grantor. Such fencing shall cover the entirety of both sides of the Easement Area unless otherwise set forth in the Plans and Specifications. At Grantor's request, Grantee shall include one or more gates in such fencing, with locks and/or security features to be exclusively controlled by Grantor and its successors, assigns, employees, tenants, agents, and contractors. The type and quality of such fencing shall be mutually agreed upon in advance by Grantor and Grantee in the Plans and Specifications. Grantee acknowledges that portions of the Easement Area may be used and temporarily closed by Grantor and its successors, assigns, employees, tenants, agents, and contractors for (i) vehicular access to and from the Property and (ii) temporary parking to load and unload vehicles and trucks, which activities may temporarily obstruct the free flow of pedestrian and bicycle traffic through the Easement Area. Grantee shall take all necessary safety precautions, including without limitation, the placement of warning signs, alarms and markings, to ensure that users of the Easement Area are aware of potentially dangerous conditions resulting from the existence and movement of motor vehicles in the Easement Area. Additionally, upon twenty-four hours' notice (which notice may be by telephone to (423) 209-7800), Grantee shall provide personnel to assist in the temporary closure of the Easement Area for the activities set forth above. In future years, if Grantor's Property is developed for a different use and/or if Grantor or its successors in title desire to remove all or any portion of any fencing or gates within the Easement Area in order to improve access to the Easement Area as an amenity to Grantor's adjoining Property, to facilitate development of the remainder of the Property not within the Easement Area, to improve business operations on the Property or for any other reason, Grantor may at its own expense and with the approval of Grantee, not to be unreasonably withheld, conditioned or delayed, remove all or any portion of such fencing as it desires, or install public or private gateways in such fencing.

(b) **Additional Construction Obligations of Grantee.** As additional consideration for the easement rights granted to Grantee herein and in order to promote the safety of users of the Easement Area and Grantor and its tenant's business operations on the Property, Grantee, at its sole cost and expense, shall install and permanently maintain a twelve foot (12') high solid metal fence (the "Solid Metal Fence") along the edge of the Riverwalk that runs adjacent to the eastern property line of the Grantor's river yard located on Tax Parcel 145G A 001, (as more specifically described in Deed Book 1267, Page 87, Register's Office of Hamilton County, Tennessee), the specific location of which shall be denoted on the Plans and Specifications.

(c) **Maintenance and Upkeep.** Grantee, at its sole cost and expense, shall at all times provide such maintenance, repair, and upkeep as are needed to insure that the pedestrian walkway, landscaping, fencing, signage, and other improved amenities constructed within the Easement Area are kept and maintained to a high standard of quality and in a clean, attractive, and safe condition, and Grantee will not allow the Easement Area to deteriorate or to otherwise become unsafe,

unsanitary, or a public nuisance. Notwithstanding anything contained herein to the contrary, any maintenance, repairs or upkeep to the improvements on the Easement Area due to grossly negligent acts or omissions of the Grantor shall be the responsibility of Grantor to repair, at Grantor's sole cost and expense.

4. **Prohibited Uses.** Any activity or use of the Easement Area inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on or within the Easement Area are expressly prohibited:

4.1 The construction or emplacement of buildings or the erection of commercial signs and billboards, other than the improvements set forth in the Plans and Specifications;

4.2 The subdivision of the Easement Area, provided that the foregoing shall not restrict the subdivision of the remainder of the Property not within the Easement Area;

4.3 Surface excavation, alteration, mining, soil degradation or mineral development, except as may be required by applicable law;

4.4 Dumping of waste or debris;

4.5 Timbering, spraying with biocides, or removing vegetation, other than routine trail and landscape maintenance by the Grantor or its agents; and

4.6 Horseback riding.

5. **Reserved Rights Retained by Grantor.**

5.1 **Uses Not Inconsistent With Purpose.** Grantor reserves to itself and its successors and assigns all rights accruing from its ownership of the Easement Area, including, but not limited to, the right to engage in, or permit or invite others to engage in, all uses of the Easement Area, including for continued access to the Tennessee River, that are not expressly prohibited herein and are not inconsistent with the terms of this Easement. Grantor shall retain the unrestricted right to all permissible uses under applicable law, rules and regulations of its adjoining Property not contained in the Easement Area, including without limitation the right to use the remainder of the Property not within the Easement Area for heavy industrial uses. Notwithstanding anything contained herein to the contrary, Grantor reserves to itself and its employees, tenants, agents, guests, invitees, contractors, successors and assigns the right to temporarily obstruct the use of certain areas of the Easement Area for business purposes, which may include the temporary parking of trucks and other vehicles in the Easement Area to allow for unloading and loading.

5.2 **Storm Water Drainage.** Grantor reserves the right to drain storm water from Grantor's Property and adjacent properties owned, leased or controlled by Grantor or its affiliates over, under and through the Easement Area, including without limitation, the right to construct, install, erect, relocate, maintain, repair and replace pipes, culverts retention ponds, conduits and other such facilities or improvements deemed necessary by Grantor, in its sole discretion, over, under and through the Easement Area. Nothing in the construction of the pedestrian recreational trail, landscaping improvements, or any other improvement within the Easement Area undertaken by Grantee shall be considered as a storm water improvement or flood control facility, it being the intention of both Grantor and Grantee that Grantor's Property shall remain exempt from any storm water fees.

5.3 **Intentionally Deleted.**

5.4 **Utility Easement.** Grantor reserves the right to grant, construct, operate, and maintain underground utility easements passing through, across, over, or under the Easement Area in such locations as Grantor may deem necessary, in its sole discretion. If construction work or maintenance of such utility easements causes damage to the pedestrian trail or landscaping or any other improvements constructed within the Easement Area, Grantor or the beneficiaries of such utility easements shall be responsible for restoring such damaged area to its condition prior to the construction and/or maintenance.

5.5 **Ingress and Egress.** Grantor and its successors, assigns, employees, tenants, agents, guests, invitees, and contractors shall have the right of ingress and egress over the Easement Area in such a manner as to cause the least damage, expense and inconvenience such persons' businesses and the operation of the remainder of the Property.

5.6 **Reservation of Construction Easement for Future Work by Grantor on Adjoining Property.** Grantor also reserves a construction easement across the Easement Area to undertake any of the work permitted in this Section 5, or any other work upon the Property undertaken in relation to the sale, development, demolition, or improvement to the remainder of the Property not within the Easement Area. If any such construction work necessitates the temporary closure of the Easement Area, Grantor and its successors and assigns shall endeavor to minimize the period of closure to the greatest extent reasonably practical, and shall be responsible for restoring any damaged area to its condition prior to the commencement of construction.

5.7 **Reversionary Interest.** Grantor also reserves a perpetual reversionary interest in the Easement Area. If Grantee abandons, terminates use of, or allows the improvements within the Easement Area to fall into disuse and disrepair, and/or if the Tennessee RiverPark pedestrian trail is no longer maintained through the Easement Area, then title will, at the option of Grantor or its successor in title as owner of the Property, automatically revert to Grantor or such successor in title. Grantor may exercise this right of reversion by giving Grantee notice of its belief that the conditions for such reversion have occurred, and if Grantee is unable to establish a reasonable basis to demonstrate that the conditions of reversion have not occurred, then reversion of title to Grantor (or its successor in title) shall automatically occur, without further action by any of the parties hereto, and this Easement will thereafter be null and void.

6. **Enforcement and Remedies for Violation.**

6.1 **Notice of Violation; Corrective Action.** If any party hereto believes that a violation of the terms of this Easement has occurred, the aggrieved party may give written notice to the other parties of such claimed violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Easement which is not permitted hereunder, to restore the portion of the Easement Area so injured to its prior condition in accordance with a plan approved by the aggrieved party.

6.2 **Injunctive Relief.** If the defaulting party fails to cure the violation within thirty (30) days after receipt of written notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until

finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

6.3 **Emergency Enforcement.** If any party reasonably determines that circumstances require immediate action to either enforce this Easement or to prevent or mitigate significant damage to the Easement Area, the aggrieved party may pursue its remedies under this Section 6 without prior notice to the other party or without waiting for the period provided for cure to expire.

6.4 **Damages.** Any party shall be entitled to recover damages for violation of the terms of this Easement. Grantor or Grantee, in their sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

6.5 **Scope of Relief.** Each party's rights under this Section 6 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. Each party agrees that the remedies at law for any violation of the terms of this Easement are inadequate and that each party shall be entitled to the injunctive relief described in Section 6.2 above, both prohibitive and mandatory, in addition to such other relief to which the aggrieved party may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. The remedies of each party to this Easement described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement.** Each party shall bear its own costs incurred in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, regardless of which party prevails.

6.7 **Forbearance.** Forbearance by any party to exercise its rights under this Easement in the event of any breach of any term of this Easement by the other party shall not be deemed or construed to be a waiver by the non-defaulting party of such term or of any subsequent breach of the same or any other term of this Easement or of any of the non-defaulting party's rights under this Easement. No delay or omission by any party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses.** Each party hereby waives any defense of laches, estoppel, or prescription.

6.9 **Acts Beyond the Control of Any Party.** Except as provided otherwise in Section 8.2 hereof, nothing contained in this Easement shall be construed to entitle either party to bring any action against the other party for any injury to or change in the Easement Area resulting from causes beyond the control of any party, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by any party under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.

7. **Access.** Grantor expressly conveys to Grantee the right to allow access to the Easement Area, but not the remainder of the Property, by the general public from the adjoining properties. The parties acknowledge and agree that neither the Grantee nor the general public shall have access rights to any portion of the Property that is not within the Easement Area.

8. **Costs and Liabilities.** Grantee assumes all responsibilities and shall bear all costs and liabilities of any kind related to the use, construction, operation, upkeep, and maintenance of the Easement Area and any improvements within such Easement Area, with the exception of Grantor's utility lines or roadways as provided in Section 5 hereof, whether now existing or constructed by Grantor in the future.

8.1 **Taxes.** Grantee assumes liability for all real property ad valorem taxes and special assessments attributable to the Easement Area and the improvements located therein, if any.

8.2 **Grantee's Hold Harmless.** Grantee shall hold harmless, indemnify, and defend Grantor and its employees, agents, tenants, contractors, invitees, principals, parents, affiliates, officers, directors, successors, and assigns of each of them (collectively "Grantor's Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from the use of the Easement Area or any act, work, omission, condition, or any other matter related to or occurring in, on, or about the Easement Area (or occurring on Grantor's Property not within the Easement Area involving any person who leaves the Easement Area or intends to enter the Easement Area), regardless of cause, unless due solely to the gross negligence or willful misconduct of any of Grantor's Indemnified Parties.

8.3 **Insurance.** Grantee shall ensure that its contractors have and maintain throughout the term of this Easement (i) comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (ii) worker's compensation coverage in at least the statutorily required amount in the state in which the Easement is located, (iii) Business Auto Coverage in the amount of at least \$1,000,000 per occurrence and (iv) builder's risk insurance covering the construction of the Work, in an amount not less than the full insurable value of the improvements being constructed and the materials supplied in connection therewith. Grantee shall require its agents and contractors to name Grantor as an additional insured under such policies and shall furnish Grantor with a certificate of insurance from Grantee's insurance company evidencing such insurance, naming Grantor as a certificate holder. Grantee shall ensure that it remains a qualified self insurer under the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-101 et seq. and maintains an On-the-Job Injury Policy (as permitted under Tennessee Law).

8.4 **Mechanic's Liens.** Grantee shall not suffer or permit any mechanic's liens or materialman's liens to be filed against the Easement Area nor against the Grantee's easement interest in the Easement Area. In the event any such lien is filed, Grantee will satisfy such lien or post a bond so that such lien is removed from the Easement Area within thirty (30) days.

9. **Extinguishment, Termination, Condemnation, and Reversion.**

9.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can be terminated voluntarily by agreement of the parties or may be terminated and extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of such extinguishment, the Easement shall terminate and unencumbered ownership shall return to the then-current owner of the underlying fee simple property.

9.2 **Termination of Easement.** In the event Grantee does not commence substantial and material construction on the Tennessee Riverwalk on the Easement Area within

eighteen (18) months of the date of this Easement, this Easement shall automatically terminate and be of no further force and effect.

9.3 **Condemnation.** If all or any part of the Easement Area 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 Easement Area subject to the taking or a purchase in lieu thereof, including all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or a purchase in lieu thereof shall be paid purchase shall be paid out of the amount recovered. Each party shall share in the condemnation proceeds to the extent of their interests in the Easement Area, the improvements thereon, and the underlying land.

9.4 **Application of Proceeds.** Grantee shall use any such proceeds received under the circumstances described in this Section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

10. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

11. **Subsequent Transfers.** Grantor shall endeavor to reference this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest, which may be satisfied by a statement in such instrument that the Property is subject to all matters of record. The failure of Grantor to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way.

12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement as may be requested by Grantor.

13. **Notices.** Except as otherwise set forth herein, any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either (i) served personally, (ii) sent by a nationally recognized overnight courier service, or (iii) sent by first class mail, postage prepaid, addressed follows:

To Grantor:

PSC Metals Inc.
c/o Joe King, VP General Counsel & Secretary
P O Box 6548
Cleveland, Ohio 44101

Telephone: (440) 753-5390

The Grantee:

Hamilton County, Tennessee
c/o Mr. Paul Parker, Real Property Division
4th Floor Mayfield Annex
123 East 7th Street
Chattanooga, TN 37402
Telephone: (423) 209-6444
Telecopier: (423) 209-6445

with a copy to:

Joe King, VP General Counsel & Secretary
5875 Landerbrook Drive, Suite 200
Mayfield Heights, OH 44124

Telephone: (440) 753-5390

or to such other address as any party from time to time shall designate by written notice to the other.

14. **Recordation.** Grantee shall record this instrument in timely fashion in the Register's Office of Hamilton County, Tennessee and may re-record it at any time as may be required to preserve its rights in this Easement.

15. **Grant of Temporary Construction Easements.** Grantor also hereby conveys to Grantee certain Temporary Construction Easements over those portions of Grantor's property as are specifically identified Exhibit A . Grantee shall have the right for temporary use and access across, over, and upon these Construction Easement Areas for all reasonably necessary work during the initial construction of the public recreational trail and other amenities within the Easement Area as allowed hereunder. These Temporary Construction Easements shall expire upon the completion of the construction of all such amenities, and in no case later than December 31, 2015.

16. **Responsibility for Environmental Contamination.** In the event of the occurrence or discovery of any environmental contamination of the Easement Area (or the Construction Easement Areas) which requires remediation pursuant to applicable law, Grantee shall have no liability to Grantor for any such contamination (or the remediation thereof) which occurred prior to the conveyance of this Easement. For any environmental contamination to the Easement Area (or the Construction Easement Areas) requiring remediation pursuant to applicable law that occurs after the date of the conveyance of this Easement and is attributable in whole or in part to Grantee or its agents, employees, contractors, guests or invitees' use and/or occupancy of the Easement Area, Grantor shall have no obligation or responsibility for remediation of such contamination, and Grantee shall indemnify and hold harmless Grantor for any such contamination which arises out of Grantee or its agents, employees, contractors, guests or invitees' use and/or occupancy of the Easement Area (or the Construction Easement Areas). Notwithstanding anything contained in this section to the contrary, (i) Grantee shall be solely responsible for remediating any environmental contamination resulting in whole or in part from Grantee or its agents, employees, contractors, guests or invitees' use of the Easement Area and Construction Easement Areas, including, without limitation, Grantee's construction activities allowed pursuant to the terms of this Agreement; (ii) should Grantee encounter environmental contamination and, regardless of such contamination, decide to proceed with the

construction and use of the Riverwalk, Grantee shall be solely responsible for remediating any environmental contamination which is required for Grantee to construct the improvements on or make use of the Easement Area and Construction Easement Areas; (iii) should Grantee encounter environmental contamination and decide not to proceed with the construction and use of the Riverwalk, Grantee shall, at its sole cost and expense, (a) lawfully dispose of any environmental contaminants that it uncovers, manages, exposes or exacerbates and (b) restore the Property to substantially the same condition that existed on the Effective Date, including, without limitation, removal of any improvements, materials, equipment, construction debris, soils, and any other items resulting from Grantee's activities on the Property; (iv) Grantee shall comply with and shall ensure that all its agents, employees and contractors comply with all environmental laws in such parties' use of the Easement Area and Construction Easement Areas, including, without limitation, Grantee's construction activities allowed pursuant to the terms of this Agreement; and (v) in the event that the construction of improvements in the Easement Area requires the removal of any soil or other items within the Easement Area, Grantee shall be responsible for disposing of such soil or other items in accordance with all applicable laws (including environmental laws) at its sole cost and expense.

17. **Financing.** No provisions of this Easement should be construed as impairing the ability of Grantor to use the Easement Area as collateral for financing.

18. **General Provisions.**

18.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Tennessee.

18.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

18.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

18.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

18.5 **Joint Obligation.** The obligations imposed by this Easement upon Grantee shall be joint and several between the City of Chattanooga and County of Hamilton.

18.6 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its parents, successors, and assigns, and the above-named Grantee and their respective successors and assigns.

18.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

18.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

18.9 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all of the parties hereto; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

[Notarized Signatures on Following Pages]

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

PSC METALS INC

By: _____

Name: Joseph King

Title: Vice President, PSC Metals, Inc

Date: _____

ACKNOWLEDGEMENT

**STATE OF OHIO
COUNTY OF CUYAHOGA**

Before me, a Notary Public of the State and County aforesaid, personally appeared **JOSEPH KING**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **VICE PRESIDENT** of **PSC METALS, INC.**, an Ohio corporation, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand and seal, at office in Cuyahoga County this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

GRANTEE:

HAMILTON COUNTY, TENNESSEE

By: _____

Name: Jim M Coppinger

Title: Mayor, Hamilton County

Date: _____

ACKNOWLEDGEMENT

**STATE OF TENNESSEE
COUNTY OF HAMILTON**

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **JIM M COPPINGER**, to me known (or proved to me on the basis of satisfactory evidence) to be the **MAYOR** of **THE COUNTY OF HAMILTON**, a political subdivision of the State of Tennessee, the within named bargainer, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand and seal, at office in Hamilton County this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**STATE OF TENNESSEE
COUNTY OF HAMILTON**

I, _____, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this, transfer or value of the property transferred, whichever is greater, is \$_____, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant-Grantee

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

My Commission Expires: _____

PERMANENT RIVERWALK EASEMENT RW-025A

Being a permanent riverwalk easement located on the Southern Foundry Supply Inc. property as described in Deed Book 1267, Page 87, in the Register's Office of Hamilton County, Tennessee, property is shown on Tax Map 145G, Group "A", Parcel 001 and is located in the City of Chattanooga, Hamilton County, Tennessee, said permanent easement being more particularly described as follows:

COMMENCING at a point which marks the Northeast corner of Parcel 001, said point is located at Tennessee State Grid Coordinates of North=258,871.0129 and East=2,170,154.1838, coordinates based on North American Datum 1983 (NAD 83) all bearings are based on said system, all distances are horizontal ground.

THENCE North 65 degrees, 31 minutes, 06 seconds West a distance of 56.87 feet along the North boundary of the property to the POINT OF BEGINNING;

THENCE South 13 degrees, 51 minutes, 45 seconds East a distance of 34.87 feet to a point;

THENCE South 17 degrees, 24 minutes, 52 seconds East a distance of 40.99 feet to a point;

THENCE South 21 degrees, 40 minutes, 35 seconds East a distance of 55.02 feet to a point;

THENCE South 25 degrees, 40 minutes, 41 seconds East a distance of 112.67 feet to a point;

THENCE South 29 degrees, 21 minutes, 14 seconds East a distance of 45.20 feet to a point;

THENCE South 31 degrees, 39 minutes, 31 seconds East a distance of 57.47 feet to a point;

THENCE South 33 degrees, 25 minutes, 30 seconds East a distance of 75.76 feet to a point;

THENCE South 43 degrees, 51 minutes, 33 seconds East a distance of 70.05 feet to a point;

THENCE South 29 degrees, 27 minutes, 18 seconds East a distance of 49.43 feet to a point;

THENCE South 05 degrees, 03 minutes, 48 seconds East a distance of 14.69 feet to a point;

THENCE South 08 degrees, 37 minutes, 41 seconds East a distance of 328.10 feet to a point;

THENCE South 24 degrees, 02 minutes, 43 seconds West a distance of 85.54 feet to a point;

THENCE North 65 degrees, 57 minutes, 17 seconds West a distance of 29.02 feet to a point;

THENCE North 22 degrees, 54 minutes, 43 seconds East a distance of 42.20 feet to a point;

THENCE North 67 degrees, 30 minutes, 09 seconds West a distance of 20.72 feet to a point;

THENCE North 04 degrees, 55 minutes, 05 seconds West a distance of 295.79 feet to a point;

THENCE North 28 degrees, 38 minutes, 36 seconds West a distance of 363.92 feet to a point;

THENCE North 27 degrees, 59 minutes, 44 seconds West a distance of 103.38 feet to a point;

THENCE North 27 degrees, 59 minutes, 44 seconds West a distance of 103.38 feet to a point;

THENCE North 23 degrees, 51 minutes, 54 seconds West a distance of 55.93 feet to a point;

THENCE North 13 degrees, 26 minutes, 35 seconds West a distance of 18.79 feet to a point;

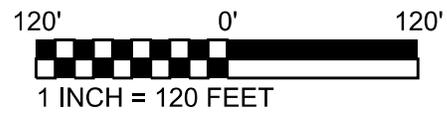
THENCE North 09 degrees, 01 minutes, 14 seconds West a distance of 52.44 feet to a point;

THENCE North 03 degrees, 15 minutes, 52 seconds West a distance of 21.67 feet to a point located on the Northern boundary of the property;

THENCE South 65 degrees, 31 minutes, 06 seconds East a distance of 45.79 feet along the Northern boundary of the property 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 permanent riverwalk easement herein described contains 1.056 acres, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. having project number 34796-03.



P.O.C.
 N=258,871.0129
 E=2,170,154.1838
 NAD 83

INDUSTRIAL DEVELOPMENT BOARD
 OF CHATTANOOGA
 DB 8890 PG 273
 TRACT 1 - PARCEL "A"

PERMANENT RIVERWALK
 EASEMENT AREA
 1.056± ACRES

SOUTHERN FOUNDRY
 SUPPLY, INC.
 DB 1267 PG 87

TENNESSEE RIVER

LEGEND

 PERMANENT RIVERWALK
 EASEMENT

TAX MAP #145G-A-001

BWSC
 ENGINEERS PLANNERS
 LANDSCAPE ARCHITECTS AND SURVEYORS
 BARGE WAGGONER SUMNER & CANNON, IN
 1110 Market Street, Suite 200 Chattanooga, Tennessee 37402
 PHONE (423) 756-3025 FAX (423) 756-8477

SOUTHERN FOUNDRY SUPPLY, INC.
 EXHIBIT DRAWING
 DOWNTOWN RIVERWALK - PHASE I & II
 CHATTANOOGA, TENNESSEE

DRAWN BY: JWWEHUNT	CHECKED BY: WNHOLDEN
DRAWING NO.: RW-025A	
PROJECT NO.: 34796-03	DATE: 04/13/2015

LINE DATA

LINE	BEARING	DISTANCE
LINE L-1	N 65° 31' 06" W	56.87'
LINE L-2	S 13° 51' 45" E	34.87'
LINE L-3	S 17° 24' 52" E	40.99'
LINE L-4	S 21° 40' 35" E	55.02'
LINE L-5	S 25° 40' 41" E	112.67'
LINE L-6	S 29° 21' 14" E	45.20'
LINE L-7	S 31° 39' 31" E	57.47'
LINE L-8	S 33° 25' 30" E	75.76'
LINE L-9	S 43° 51' 33" E	70.05'
LINE L-10	S 29° 27' 18" E	49.43'
LINE L-11	S 05° 03' 48" E	14.69'
LINE L-12	S 24° 02' 43" W	85.54'
LINE L-13	N 65° 57' 17" W	29.02'
LINE L-14	N 22° 54' 43" E	42.20'
LINE L-15	N 67° 30' 09" W	20.72'
LINE L-16	N 28° 38' 36" W	363.92'
LINE L-17	N 27° 59' 44" W	103.38'
LINE L-18	N 23° 51' 54" W	55.93'
LINE L-19	N 13° 26' 35" W	18.79'
LINE L-20	N 09° 01' 14" W	52.44'
LINE L-21	N 03° 15' 52" W	21.67'
LINE L-22	S 65° 31' 06" E	45.79'

TAX MAP #145G-A-001

BWSC

**BARGE
WAGGONER
SUMNER &
CANNON, IN**

ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS AND SURVEYORS

1110 Market Street, Suite 200 Chattanooga, Tennessee 37402
PHONE (423) 756-3025 FAX (423) 756-8477

SOUTHERN FOUNDRY SUPPLY, INC.

**EXHIBIT DRAWING
DOWNTOWN RIVERWALK - PHASE I & II
CHATTANOOGA, TENNESSEE**

DRAWN BY: JWWEHUNT	CHECKED BY: WNHOLDEN
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DRAWING NO.:	RW-025A
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PROJECT NO.:	34796-03	DATE:	04/13/2015
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Hamilton County Board of Commissioners

RESOLUTION

No. 815-31

A RESOLUTION ACCEPTING THE BID OF THOMAS BROTHERS CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION OF THE OOLTEWAH-RINGGOLD ROAD AND STANDIFER GAP ROAD INTERSECTION IMPROVEMENTS AND THE EAST BRAINERD AND OOLTEWAH RINGGOLD ROAD INTERSECTION IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$1,548,684.75 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Resolution 409-14 was approved by this Legislative Body on April 1, 2009 for Agreement No. 090035 with the Tennessee Department of Transportation for the improvement of the intersection at Ooltewah-Ringgold Road (SR-321) and Standifer Gap Road; and,

WHEREAS, Resolution 608-31 was approved by this Legislative Body on June 18, 2008 for Agreement No. 080076 with the Tennessee Department of Transportation for the improvement of the intersection at East Brainerd Road (SR-320) and Ooltewah Ringgold Road (SR-321); and

WHEREAS, the bid from Thomas Brothers Construction Company, Inc. amounting to \$1,548,684.75 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 for the Ooltewah Ringgold Road and Standifer Gap Road Intersection improvements will be reimbursed to Hamilton County by the Federal Highway Administration per Tennessee Department of Transportation Agreement No. 090035, and the remaining 20% of the cost will be funded by Hamilton County; and,

WHEREAS, All costs for the East Brainerd Road and Ooltewah Ringgold Road Intersection improvements will be reimbursed by the Tennessee Department of Transportation per Agreement No. 080076, 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 Thomas Brothers Construction, Inc. for the construction of the Ooltewah-Ringgold Road and

Standifer Gap Road intersection improvements and the East Brainerd and Ooltewah Ringgold Road intersection improvements for an amount not to exceed \$1,548,684.75 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

August 5, 2015

Date

JIM M. COPPINGER
COUNTY MAYOR



JOHN A. AGAN, P.E.
DIRECTOR OF ENGINEERING
PUBLIC WORKS DIVISION

HAMILTON COUNTY, TENNESSEE

June 25, 2015

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

**Subject: Ooltewah Ringgold Road and Standifer Gap Road Intersection Improvements
East Brainerd and Ooltewah Ringgold Road Intersection Improvements
Hamilton County Project No:09-202 & 08-201
PIN#112072.00 & PIN#111047.00**

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department on June 16, 2015 at 2:00 pm. The total combined bid prices for both intersection for each bidder are shown below. Itemized prices are listed in the attached Bid Tabulation.

Thomas Brothers Construction	\$1,548,684.75
Talley Construction	\$1,660,331.10

The bid of Thomas Brothers is considered to be competitive and in line with present construction pricing levels. Thomas Brothers is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Thomas Brothers Construction.

Sincerely,

A handwritten signature in black ink that reads "Autumn Friday".

Autumn Friday, P.E.
Engineering Projects Manager

Attachment

cc: file

HAMILTON COUNTY PROJECT NUMBERS 09-202 & 08-201
 TDOT PIN#112072.00 & PIN#111047.00
 OOLTEWAH RINGGOLD ROAD AND STANDIFER GAP ROAD INTERSECTION IMPROVEMENTS
 EAST BRAINERD AND OOLTEWAH RINGGOLD ROAD INTERSECTION IMPROVEMENTS

COMBINED INTERSECTION BID TAB

CONTRACTOR	TALLY CONSTRUCTION	THOMAS BROTHERS CONSTRUCTION
OOLTEWAH RINGGOLD ROAD AND STANDIFER GAP ROAD	\$999,501.57	\$845,236.50
EAST BRAINERD AND OOLTEWAH RINGGOLD ROAD	\$660,829.53	\$703,448.25
TOTAL	\$1,660,331.10	\$1,548,684.75

**TABULATION OF BIDS FOR THE
Oiltawah-Ringgold Road and Standifer Gap Road Intersection Improvements
State Project No. 33LPLM-F3-019
Federal Project No. STP-M-321(4)
Local Agency Reference No. 09-202**

DATE and TIME: June 17, 2015

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate		Thomas Brothers Construction Co., Inc.		Talley Construction Co., Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,000.00	\$ 24,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00	\$ 70,368.11	\$ 70,368.11
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1880	\$ 7.50	\$ 14,100.00	\$ 40.00	\$ 75,200.00	\$ 54.49	\$ 102,441.20
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	280	\$ 3.50	\$ 980.00	\$ 60.00	\$ 16,800.00	\$ 86.08	\$ 24,102.40
203-05	UNDERCUTTING	C.Y.	50	\$ 15.00	\$ 750.00	\$ 30.00	\$ 1,500.00	\$ 59.23	\$ 2,961.50
203-06	WATER	M.G.	19	\$ 8.00	\$ 152.00	\$ 60.00	\$ 1,140.00	\$ 11.23	\$ 213.37
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	2	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 723.76	\$ 1,447.52
209-05	SEDIMENT REMOVAL	C.Y.	12	\$ 7.00	\$ 84.00	\$ 30.00	\$ 360.00	\$ 120.41	\$ 1,444.92
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	1700	\$ 4.00	\$ 6,800.00	\$ 2.10	\$ 3,570.00	\$ 3.35	\$ 5,695.00
209-08.07	ROCK CHECK DAM PER	EACH	16	\$ 250.00	\$ 4,000.00	\$ 300.00	\$ 4,800.00	\$ 458.01	\$ 7,328.16
209-08.08	ENHANCED ROCK CHECK DAM	EACH	10	\$ 400.00	\$ 4,000.00	\$ 390.00	\$ 3,900.00	\$ 785.61	\$ 7,856.10
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	2500	\$ 30.00	\$ 75,000.00	\$ 30.00	\$ 75,000.00	\$ 33.29	\$ 83,225.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	25	\$ 30.00	\$ 750.00	\$ 50.00	\$ 1,250.00	\$ 39.28	\$ 982.00
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	54	\$ 66.00	\$ 3,564.00	\$ 187.50	\$ 10,125.00	\$ 331.27	\$ 17,888.58
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	651	\$ 125.00	\$ 81,375.00	\$ 168.00	\$ 109,368.00	\$ 143.12	\$ 93,171.12
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	3.5	\$ 650.00	\$ 2,275.00	\$ 1,000.00	\$ 3,500.00	\$ 1,039.02	\$ 3,636.57
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	12	\$ 50.00	\$ 600.00	\$ 80.00	\$ 960.00	\$ 105.12	\$ 1,261.44
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.25	\$ 750.00	\$ 187.50	\$ 2,000.00	\$ 500.00	\$ 786.64	\$ 196.66
411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	10	\$ 100.00	\$ 1,000.00	\$ 180.00	\$ 1,800.00	\$ 426.70	\$ 4,267.00
411-01.10	ACS MIX (PG64-22) GRADING D	TON	327	\$ 100.00	\$ 32,700.00	\$ 178.00	\$ 58,206.00	\$ 125.02	\$ 40,881.54
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	2000	\$ 4.00	\$ 8,000.00	\$ 10.00	\$ 20,000.00	\$ 5.26	\$ 10,520.00
501-01.03	PORTLAND CEMENT CONCRETE PAVEMENT (ORNAMENTAL) 8"	S.Y.	354	\$ 90.00	\$ 31,860.00	\$ 100.00	\$ 35,400.00	\$ 125.83	\$ 44,543.82
607-39.01	15" PIPE CULVERT (SIDE DRAIN)	L.F.	92	\$ 60.00	\$ 5,520.00	\$ 150.00	\$ 13,800.00	\$ 100.19	\$ 9,217.48
611-07.30	15" ENDWALL (SIDE DRAIN)	EACH	6	\$ 1,500.00	\$ 9,000.00	\$ 2,500.00	\$ 15,000.00	\$ 3,293.50	\$ 19,761.00
701-02	CONCRETE DRIVEWAY	S.F.	1700	\$ 5.00	\$ 8,500.00	\$ 12.00	\$ 20,400.00	\$ 8.41	\$ 14,297.00
702-01	CONCRETE CURB	C.Y.	11	\$ 200.00	\$ 2,200.00	\$ 1,500.00	\$ 16,500.00	\$ 1,247.14	\$ 13,718.54
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	47	\$ 250.00	\$ 11,750.00	\$ 660.00	\$ 31,020.00	\$ 420.74	\$ 19,774.78
705-08.51	PORTABLE IMPACT ATTENUATOR NCHRP350 TL-3	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 4,620.00	\$ 9,240.00	\$ 8,043.91	\$ 16,087.82
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	165	\$ 30.00	\$ 4,950.00	\$ 50.00	\$ 8,250.00	\$ 48.45	\$ 7,994.25
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	63	\$ 27.00	\$ 1,701.00	\$ 50.00	\$ 3,150.00	\$ 55.34	\$ 3,486.42
712-01	TRAFFIC CONTROL	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 50,000.00	\$ 50,000.00	\$ 31,142.08	\$ 31,142.08
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	450	\$ 27.00	\$ 12,150.00	\$ 42.00	\$ 18,900.00	\$ 47.22	\$ 21,249.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	200	\$ 30.00	\$ 6,000.00	\$ 14.40	\$ 2,880.00	\$ 76.80	\$ 15,360.00
712-04.50	PORTABLE BARRIER RAIL DELINEATOR	EACH	23	\$ 10.00	\$ 230.00	\$ 60.00	\$ 1,380.00	\$ 12.00	\$ 276.00
712-05.01	WARNING LIGHTS (TYPE A)	EACH	6	\$ 40.00	\$ 240.00	\$ 12.00	\$ 72.00	\$ 38.40	\$ 230.40
712-06	SIGNS (CONSTRUCTION)	S.F.	636	\$ 8.00	\$ 5,088.00	\$ 3.48	\$ 2,213.28	\$ 9.30	\$ 5,914.80
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	48	\$ 15.00	\$ 720.00	\$ 14.40	\$ 691.20	\$ 15.60	\$ 748.80
712-08.03	ARROW BOARD (TYPE C)	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,320.00	\$ 2,640.00
712-08.06	UNIFORMED POLICE OFFICER	HOUR	250	\$ 60.00	\$ 15,000.00	\$ 60.00	\$ 15,000.00	\$ 42.00	\$ 10,500.00
712-09.01	REMOVABLE PAVEMENT MARKING LINE	L.F.	3120	\$ 3.00	\$ 9,360.00	\$ 3.00	\$ 9,360.00	\$ 3.30	\$ 10,296.00
712-09.04	REMOVABLE PAVEMENT MARKING (STOP LINE)	L.F.	80	\$ 20.00	\$ 1,600.00	\$ 18.00	\$ 1,440.00	\$ 14.40	\$ 1,152.00
713-11.01	U SECTION STEEL POSTS	LB	812	\$ 15.00	\$ 12,180.00	\$ 1.68	\$ 1,366.16	\$ 4.50	\$ 3,654.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	153	\$ 13.00	\$ 1,989.00	\$ 9.90	\$ 1,514.70	\$ 18.30	\$ 2,799.90
713-15.01	REMOVAL OF EXISTING SIGN POST	EACH	2	\$ 27.00	\$ 54.00	\$ 60.00	\$ 120.00	\$ 42.00	\$ 84.00
713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	EACH	2	\$ 77.00	\$ 154.00	\$ 90.00	\$ 180.00	\$ 90.00	\$ 180.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	258	\$ 15.00	\$ 3,870.00	\$ 21.60	\$ 5,572.80	\$ 21.30	\$ 5,495.40
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	8	\$ 175.00	\$ 1,400.00	\$ 600.00	\$ 4,800.00	\$ 210.00	\$ 1,680.00

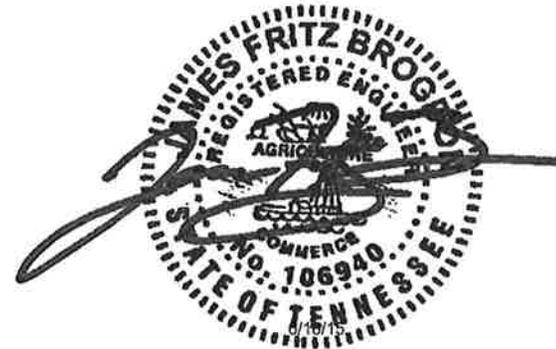
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	82	\$ 9.00	\$ 738.00	\$ 19.20	\$ 1,574.40	\$ 9.00	\$ 738.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	1	\$ 500.00	\$ 500.00	\$ 780.00	\$ 780.00	\$ 1,890.00	\$ 1,890.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	250	\$ 0.85	\$ 212.50	\$ 1.20	\$ 300.00	\$ 0.90	\$ 225.00
716-13.01	SPRAY THERMO PAVEMENT MARKING (60 MIL) (4IN LINE)	L.M.	1	\$ 2,000.00	\$ 2,000.00	\$ 3,360.00	\$ 3,360.00	\$ 3,450.00	\$ 3,450.00
716-13.04	LINE)	L.F.	150	\$ 3.00	\$ 450.00	\$ 1.20	\$ 180.00	\$ 2.70	\$ 405.00
717-01	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 90,000.00	\$ 90,000.00	\$ 201,174.19	\$ 201,174.19
740-10.02	GEOTEXTILE (TYPE II) (SEDIMENT CONTROL)	S.Y.	26	\$ 3.00	\$ 78.00	\$ 4.26	\$ 110.76	\$ 18.75	\$ 487.50
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	400	\$ 2.50	\$ 1,000.00	\$ 3.54	\$ 1,416.00	\$ 3.96	\$ 1,584.00
740-11.02	12" SEDIMENT TUBE	L.F.	286	\$ 4.00	\$ 1,144.00	\$ 3.12	\$ 892.32	\$ 5.40	\$ 1,544.40
797-08.04	4" PVC PIPE FOR SERVICE LATERAL	L.F.	100	\$ 30.00	\$ 3,000.00	\$ 66.00	\$ 6,600.00	\$ 71.39	\$ 7,139.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	62	\$ 15.00	\$ 930.00	\$ 25.14	\$ 1,558.68	\$ 42.00	\$ 2,604.00
801-03	WATER (SEEDING & SODDING)	M.G.	17	\$ 10.00	\$ 170.00	\$ 3.60	\$ 61.20	\$ 180.00	\$ 3,060.00
803-01	SODDING (NEW SOD)	S.Y.	1672	\$ 2.50	\$ 4,180.00	\$ 8.00	\$ 13,376.00	\$ 5.40	\$ 9,028.80
TOTAL BASE BID				\$ 455,638.50		\$ 845,236.50		\$ 999,501.57	

TO THE BEST OF MY KNOWLEDGE, THIS IS A TRUE AND EXACT TABULATION OF BIDS RECEIVED.


 Signature of person certifying bid
 P.E. Lic.

6/18/2015

Date



BID TABULATION

Name of Project: SR-320 (East Brainerd Road), Intersection at SR-321 (Ooltewah- Ringgold Rd.)
 LM 7.29, Hamilton County, TN
 Hamilton County Project No. 08-201
 TDOT Project No.: 381PLM-F3-013, Fed. Project No.: STP-M-320(6)
 PIN 111047.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Thomas Brothers Construction Co. Inc. 7849 Dayton Pike Hixson, TN 37943			Talley Const. 1751 McFarland AV Rossville, GA 30741			Engineer's Estimate 2014	
				Unit Price	Total For Item	Verified Calculation	Unit Price	Total For Item	Verified Calculation	Unit Price	Total For Item
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 24,400.00	\$ 24,400.00	\$ 24,400.00	\$ 10,000.00	\$ 10,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1805	\$ 30.00	\$ 54,150.00	\$ 54,150.00	\$ 52.49	\$ 94,744.45	\$ 94,744.45	\$ 5.00	\$ 9,025.00
203-06	WATER	M.G.	1.5	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 40.06	\$ 60.09	\$ 60.09	\$ 10.00	\$ 15.00
203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	510	\$ 50.00	\$ 25,500.00	\$ 25,500.00	\$ 42.32	\$ 21,583.20	\$ 21,583.20	\$ 6.00	\$ 3,060.00
209-05	SEDIMENT REMOVAL	C.Y.	90	\$ 10.00	\$ 900.00	\$ 900.00	\$ 18.22	\$ 1,639.80	\$ 1,639.80		
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	1210	\$ 2.10	\$ 2,541.00	\$ 2,541.00	\$ 3.59	\$ 4,343.90	\$ 4,343.90	\$ 1.50	\$ 1,815.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 810.49	\$ 810.49	\$ 810.49	\$ 300.00	\$ 300.00
209-09.43	CATCH BASIN PROTECTION (TYPE 4)	EACH	3	\$ 250.00	\$ 750.00	\$ 750.00	\$ 274.50	\$ 823.50	\$ 823.50		
209-40.34	CATCH BASIN PROTECTION (TYPE E)	EACH	3	\$ 250.00	\$ 750.00	\$ 750.00	\$ 274.50	\$ 823.50	\$ 823.50	\$ 250.00	\$ 750.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	2200	\$ 30.00	\$ 66,000.00	\$ 66,000.00	\$ 30.63	\$ 67,386.00	\$ 67,386.00	\$ 14.00	\$ 30,800.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	33	\$ 50.00	\$ 1,650.00	\$ 1,650.00	\$ 41.30	\$ 1,362.90	\$ 1,362.90	\$ 25.00	\$ 825.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	365	\$ 187.50	\$ 68,437.50	\$ 68,437.50	\$ 133.18	\$ 48,610.70	\$ 48,610.70	\$ 62.00	\$ 22,630.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2.4	\$ 1,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,259.75	\$ 3,023.40	\$ 3,023.40	\$ 355.00	\$ 852.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9.5	\$ 50.00	\$ 475.00	\$ 475.00	\$ 76.63	\$ 727.99	\$ 727.99	\$ 21.00	\$ 199.50
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1.7	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 679.76	\$ 1,155.59	\$ 1,155.59	\$ 450.00	\$ 765.00
411-01.11	ACS MIX(PG64-22) GRADING E RDWY	TON	455	\$ 180.00	\$ 81,900.00	\$ 81,900.00	\$ 128.97	\$ 58,681.35	\$ 58,681.35	\$ 65.00	\$ 29,575.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	5610	\$ 6.00	\$ 33,660.00	\$ 33,660.00	\$ 2.27	\$ 12,734.70	\$ 12,734.70	\$ 1.00	\$ 5,610.00
607-02.01	15" CONCRETE PIPE CULVERT(CLASS II)	L.F.	440	\$ 135.00	\$ 59,400.00	\$ 59,400.00	\$ 106.16	\$ 46,710.40	\$ 46,710.40	\$ 50.00	\$ 22,000.00
607-03.30	18" PIPE CULVERT	L.F.	72	\$ 135.00	\$ 9,720.00	\$ 9,720.00	\$ 195.70	\$ 14,090.40	\$ 14,090.40	\$ 34.00	\$ 2,448.00
607-05.30	24" PIPE CULVERT	L.F.	96	\$ 175.00	\$ 16,800.00	\$ 16,800.00	\$ 175.86	\$ 16,882.56	\$ 16,882.56	\$ 54.00	\$ 5,184.00
607-07.30	36" PIPE CULVERT	L.F.	34	\$ 200.00	\$ 6,800.00	\$ 6,800.00	\$ 247.55	\$ 8,416.70	\$ 8,416.70	\$ 75.00	\$ 2,550.00
611-07.30	15IN ENDWALL (SIDE DRAIN)	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 3,496.21	\$ 10,488.63	\$ 10,488.63	\$ 1,200.00	\$ 3,600.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,150.04	\$ 4,300.08	\$ 4,300.08	\$ 1,500.00	\$ 3,000.00
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,749.82	\$ 2,749.82	\$ 2,749.82	\$ 1,500.00	\$ 1,500.00
611-07.60	30IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,129.32	\$ 4,129.32	\$ 4,129.32	\$ 1,900.00	\$ 1,900.00
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 5,042.32	\$ 5,042.32	\$ 5,042.32	\$ 2,500.00	\$ 2,500.00
611-07.69	48IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,174.88	\$ 7,174.88	\$ 7,174.88	\$ 4,000.00	\$ 4,000.00
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	26	\$ 700.00	\$ 18,200.00	\$ 18,200.00	\$ 455.33	\$ 11,838.58	\$ 11,838.58	\$ 250.00	\$ 6,500.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	216	\$ 45.00	\$ 9,720.00	\$ 9,720.00	\$ 40.86	\$ 8,825.76	\$ 8,825.76	\$ 26.00	\$ 5,616.00
712-01	TRAFFIC CONTROL	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 22,411.93	\$ 22,411.93	\$ 22,411.93	\$ 10,000.00	\$ 10,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50	\$ 40.00	\$ 2,000.00	\$ 2,000.00	\$ 30.50	\$ 1,525.00	\$ 1,525.00	\$ 26.50	\$ 1,325.00
712-05.01	WARNING LIGHTS (TYPE A)	EACH	20	\$ 39.00	\$ 780.00	\$ 780.00	\$ 29.28	\$ 585.60	\$ 585.60	\$ 18.00	\$ 360.00
712-06	SIGNS (CONSTRUCTION)	S.F.	214	\$ 10.00	\$ 2,140.00	\$ 2,140.00	\$ 8.54	\$ 1,827.56	\$ 1,827.56	\$ 6.50	\$ 1,391.00
712-08.03	ARROW BOARD (TYPE C)	EACH	1	\$ 900.00	\$ 900.00	\$ 900.00	\$ 732.00	\$ 732.00	\$ 732.00	\$ 800.00	\$ 800.00
712-08.06	UNIFORMED POLICE OFFICER	HRS	250	\$ 50.00	\$ 12,500.00	\$ 12,500.00	\$ 42.70	\$ 10,675.00	\$ 10,675.00		
713-16.41	SUSPENDED FLAT SHEET ALUMINUM SIGN (0.08")	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 91.50	\$ 183.00	\$ 183.00		
713-16.41	RELOCATE SIGN	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 854.00	\$ 854.00	\$ 854.00	\$ 4,000.00	\$ 4,000.00
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	130	\$ 17.75	\$ 2,307.50	\$ 2,307.50	\$ 21.66	\$ 2,815.80	\$ 2,815.80	\$ 13.00	\$ 1,690.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 10.00	\$ 900.00	\$ 900.00	\$ 12.20	\$ 1,098.00	\$ 1,098.00	\$ 9.00	\$ 810.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	7	\$ 150.00	\$ 1,050.00	\$ 1,050.00	\$ 183.00	\$ 1,281.00	\$ 1,281.00	\$ 100.00	\$ 700.00
716-02.07	PLASTIC PAVEMENT MARKING (24" BARRIER LINE)	L.F.	185	\$ 7.75	\$ 1,433.75	\$ 1,433.75	\$ 9.46	\$ 1,750.10	\$ 1,750.10	\$ 6.00	\$ 1,110.00
716-04.02	PLASTIC PAVEMENT MARKING(DOUBLE TURNING ARROW)	EACH	5	\$ 175.00	\$ 875.00	\$ 875.00	\$ 213.50	\$ 1,067.50	\$ 1,067.50	\$ 150.00	\$ 750.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	20	\$ 7.50	\$ 150.00	\$ 150.00	\$ 9.15	\$ 183.00	\$ 183.00	\$ 10.00	\$ 200.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MKNG (6IN LINE)	L.M.	1.3	\$ 4,475.00	\$ 5,817.50	\$ 5,817.50	\$ 5,459.50	\$ 7,097.35	\$ 7,097.35	\$ 4,100.00	\$ 5,330.00
717-01	MOBILIZATION	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 77,077.12	\$ 77,077.12	\$ 77,077.12		

BID TABULATION

Name of Project: SR-320 (East Brainerd Road), Intersection at SR-321 (Ooltewah- Ringgold Rd.)
 LM 7.29, Hamilton County, TN
 Hamilton County Project No. 08-201
 TDOT Project No.: 89LPLM-F9-018, Fed. Project No.: STP-M-320(6)
 PIN 111047.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Thomas Brothers Construction Co. Inc. 7849 Dayton Pike Hixson, TN 37343			Talley Const. 1751 McFarland AV Rossville, GA 30741			Engineer's Estimate 2014	
				Unit Price	Total For Item	Verified Calculation	Unit Price	Total For Item	Verified Calculation	Unit Price	Total For Item
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,440.00	\$ 2,440.00	\$ 2,440.00	\$ 1,500.00	\$ 1,500.00
730-01.04	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 5,124.00	\$ 5,124.00	\$ 5,124.00	\$ 10,000.00	\$ 10,000.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 AZH WITH BACKPLATE)	EACH	2	\$ 1,400.00	\$ 2,800.00	\$ 2,800.00	\$ 1,708.00	\$ 3,416.00	\$ 3,416.00	\$ 1,250.00	\$ 2,500.00
730-03.20	INSTALL PULL BOX (TYPE A)	EACH	1	\$ 400.00	\$ 400.00	\$ 400.00	\$ 488.00	\$ 488.00	\$ 488.00	\$ 350.00	\$ 350.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	2	\$ 400.00	\$ 800.00	\$ 800.00	\$ 488.00	\$ 976.00	\$ 976.00	\$ 350.00	\$ 700.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	200	\$ 2.00	\$ 400.00	\$ 400.00	\$ 2.44	\$ 488.00	\$ 488.00	\$ 1.50	\$ 300.00
730-09.01	SPAN WIRE ASSEMBLY(27,257 LBS.MIN.BRK STRENGTH)	L.F.	50	\$ 5.00	\$ 250.00	\$ 250.00	\$ 6.10	\$ 305.00	\$ 305.00	\$ 3.00	\$ 150.00
730-12.01	CONDUIT 1" DIAMETER (PVC)	L.F.	40	\$ 10.00	\$ 400.00	\$ 400.00	\$ 12.20	\$ 488.00	\$ 488.00	\$ 5.00	\$ 200.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	30	\$ 12.00	\$ 360.00	\$ 360.00	\$ 14.64	\$ 439.20	\$ 439.20	\$ 7.50	\$ 225.00
730-14.01	SHIELDED DETECTOR CABLE	L.F.	380	\$ 2.00	\$ 760.00	\$ 760.00	\$ 2.44	\$ 927.20	\$ 927.20	\$ 1.00	\$ 380.00
730-14.02	SAW SLOT	L.F.	160	\$ 4.50	\$ 720.00	\$ 720.00	\$ 5.49	\$ 878.40	\$ 878.40	\$ 3.00	\$ 480.00
730-14.03	LOOP WIRE	L.F.	3456	\$ 1.00	\$ 3,456.00	\$ 3,456.00	\$ 1.22	\$ 4,216.32	\$ 4,216.32	\$ 0.50	\$ 1,728.00
730-23.01	STEEL STRAIN POLE (SIGNAL SUPPORT)	EACH	1	\$ 11,700.00	\$ 11,700.00	\$ 11,700.00	\$ 13,542.00	\$ 13,542.00	\$ 13,542.00	\$ 10,000.00	\$ 10,000.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	255	\$ 5.00	\$ 1,275.00	\$ 1,275.00	\$ 4.31	\$ 1,099.05	\$ 1,099.05	\$ 2.50	\$ 637.50
801-01	SEEDING (WITH MULCH)	UNIT	27	\$ 60.00	\$ 1,620.00	\$ 1,620.00	\$ 61.00	\$ 1,647.00	\$ 1,647.00	\$ 20.00	\$ 540.00
801-03	WATER (SEEDING & SODDING)	M.G.	3	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 146.40	\$ 439.20	\$ 439.20	\$ 5.00	\$ 15.00
920-10.04	HAMILTON COUNTY CURB INLET LEFT	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,987.71	\$ 2,987.71	\$ 2,987.71	\$ 3,500.00	\$ 3,500.00
920-11.04	HAMILTON COUNTY CURB INLET RIGHT	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,025.49	\$ 3,025.49	\$ 3,025.49	\$ 3,500.00	\$ 3,500.00
920-12.04	HAMILTON COUNTY CURB INLET CENTER	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,177.99	\$ 3,177.99	\$ 3,177.99	\$ 3,800.00	\$ 3,800.00
Total of Bid					\$ 703,448.25	\$ 703,448.25	\$ 660,829.53	\$ 660,829.53	\$ 660,829.53	\$ 245,991.00	\$ 245,991.00

Quantity Revised
 Item Added

by: 
 Christopher L. Davis - Project Manager

NOTICE TO CONTRACTORS

OF CONSTRUCTION BIDS

TO BE RECEIVED 06/16/2015

Sealed Bids will be received by the Hamilton County Purchasing Department, at their offices in 455 North Highland Park Avenue, McDaniel Building, Chattanooga, TN 37404, until 2:00 P.M., 06/16/15 and opened publicly at Hamilton County Purchasing Department offices at that hour. The reading of the bids will begin at 2:00 P.M.

Name of Project: SR-320 (East Brainerd Road), Intersection at SR-321 (Ooltewah-Ringgold Road), LM 7.29 & Ooltewah-Ringgold Road and Standifer Gap Road Intersection Improvements.

TDOT Construction Project No. 33LPLM-F3-013 & 33LPLM-F3-019
PIN 111047.00 & 112072.00
Contract No. 08-201 & 09-202

08-201: The project consists of the following major elements of construction, including but not limited to, the widening of existing roadway at intersection to accommodate left turn lanes, the installation of concrete curb and gutter, drainage structures, signal pole, signing, roadway pavement markings, and any or all incidentals necessary to complete the project.

09-202: The project consist of the following major elements of construction, including but not limited to, the construction of a roundabout at the intersection, curb and gutter, signing, roadway pavement markings, and any or all incidentals necessary to complete the project.

****ONE CONTRACTOR WILL BE AWARDED THE PROJECTS BASED ON THE SUM OF THE TWO BIDS**

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.

Hamilton County 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.

Hamilton County 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.
Telephone (423) 209-7810.

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 Thursday, June 4, 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 Hamilton County, 1250 Market Street, Suite #3050, Chattanooga, TN 37402, (423) 209-7810. Bidding documents will only be available in PDF format and will be provided at no cost to prospective bidders. Contractors should submit complete, bound proposal documents to be considered.

NOTE TO PUBLISHER: The above notice is to be published no later than 05/28/2015. It is permissible and desirable that ads be run as soon as possible after receipt.

NOTICE TO CONTRACTORS

OF CONSTRUCTION BIDS

TO BE RECEIVED 06/16/2015

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Name of Project: SR-320 (East Brainerd Road), Intersection at SR-321 (Coltawah-Ringgold Road), LM 7.29 & Coltawah-Ringgold Road and Standifer Gap Road Intersection Improvements.

TDOT Construction Project No.
33LPLM-F3-013 & 33LPLM-F3-019
PIN 111047.00 & 112072.00
Contract No. 08-201 & 09-202

08-201: The project consists of the following major elements of construction, including but not limited to, the widening of existing roadway at intersection to accommodate left turn lanes, the installation of concrete curb and gutter, drainage structures, signal pole, signing, roadway pavement markings, and any or all incidentals necessary to complete the project.

09-202: The project consist of the following major elements of construction, including but not limited to, the construction of a roundabout at the intersection, curb and gutter, signing, roadway pavement markings, and any or all incidentals necessary to complete the project.

****ONE CONTRACTOR WILL BE AWARDED THE PROJECTS BASED ON THE SUM OF THE TWO BIDS**

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.

Hamilton County 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.

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Telephone (423) 209-7810.

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Bidding documents and information, and plans, may be obtained by contacting Hamilton County, 1250 Market Street, Suite #3050, Chattanooga, TN 37402, (423) 209-7810. Bidding documents will only be available in PDF format and will be provided at no cost to prospective bidders. Contractors should submit complete, bound proposal documents to be considered.



Hamilton County Board of Commissioners RESOLUTION

No. 815-32

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AMENDMENT TO THE EXISTING LEASE AGREEMENT BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY (NS) AND HAMILTON COUNTY, TENNESSEE, SAID AMENDMENT COMMENCING JANUARY 1, 2016 AND TERMINATING DECEMBER 31, 2044.

WHEREAS, Hamilton County (County) entered into a Lease Agreement with Norfolk Southern on January 1, 2014 per Resolution 114-22 for an annual rate of \$4,200.00; and;

WHEREAS, Hamilton County (County) and a number of local public and private partners are working together to extend the Tennessee Riverwalk from Ross's Landing to St. Elmo Avenue; and;

WHEREAS, in order to realign away from an existing railroad and place the TN Riverwalk on property currently owned by Hamilton County, an amendment to the current Lease Agreement with NS is required; and;

WHEREAS, NS has agreed to lease additional property to the County for the Tennessee Riverwalk use at an increased annual rate of \$2,000.00 for a total of \$6,200.00, commencing January 1, 2016 and terminating December 31, 2044; and;

WHEREAS, it is in the best interest of the citizens of Hamilton County to enter into said agreement to facilitate the construction and further extension of the Tennessee Riverwalk.

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

That the County Mayor is authorized to enter into and execute an amendment to the ground lease agreement between Norfolk Southern Railway Company (NS) and Hamilton County, Tennessee, commencing January 1, 2016 and terminating December 31, 2044, at a rate of \$6,200.00 annually, in accordance with the terms and conditions of the attached or similar lease 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

August 5, 2015

Date

Prepared by:
Norfolk Southern Corporation
Herbert Wilson, Real Estate
1200 Peachtree Street NE, 12th Floor
Atlanta, GA 30309-3579

Tax Map: 145G A 002, 145N A 001
Prior Deed Book: 10153 0925
Legal Description: see location information on Exhibit A (drawing number 1203964)
"this is a true lease, no security interest"

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made as of the _____ day of _____, _____ by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a **Virginia** corporation (the "**Landlord**") and **HAMILTON COUNTY**, a **Tennessee** government entity (the "**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated January 23, 2014, (the "**Lease**"), for real property located at Milepost R-3.00 in Chattanooga, Hamilton County, Tennessee, having an area of 8,400 square feet, more or less (the "**Premises**");

WHEREAS, Landlord and Tenant desire to increase the leased area from 8,400 square feet to 68,845 square feet, more or less, and to make certain other changes to the Lease as hereinafter stated.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended, and the parties hereto do agree as follows:

1. Adjustment of Base Rental. Commencing on January 1, 2016 (the "**Commencement Date**"), Tenant shall pay unto Landlord, without offset, abatement or demand, base rental in the amount of **SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$6,200.00)** per annum, payable in advance. Commencing on the first anniversary of the Commencement Date and thereafter on each anniversary thereof during the term of the Lease, the amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "**Adjustment Date**" shall mean the first anniversary of the Commencement Date and each anniversary thereof during the term of the Lease. The Index published nearest to the Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under the Lease at the Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index.

The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

2. Increase of Premises. Landlord and Tenant acknowledge and agree to increase the leased area from 8,400 square feet to 68,845 square feet, more or less, as shown on Exhibit A, dated July 20, 2015.

3. Notice. Any notice given pursuant to the Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12th Floor, Atlanta, Georgia 30309-3579 or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: Hamilton County, c/o Real Property Manager, Real Property Division, 5th Floor Newell Tower, 117 E 7th Street, Chattanooga, Tennessee 37402, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

4. Ratification; Successors and Assigns. Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, each part being an original, as of the _____ day of _____, 20_____.

Witness: As To Landlord

Signature
Name:_____

Witness: As To Landlord

Signature
Name:_____

Witness: As To Tenant

Signature
Name:_____

Witness: As To Tenant

Signature
Name:_____

LANDLORD:

NORFOLK SOUTHERN RAILWAY COMPANY
a Virginia corporation

By: _____
Name: _____
Title: _____

Date of Landlord Signature: _____

[SEAL]

TENANT:

HAMILTON COUNTY
a Tennessee government entity

By: _____
Name: _____
Title: _____

Date of Tenant Signature: _____

[SEAL]

ACKNOWLEDGMENTS

**STATE OF GEORGIA
COUNTY OF FULTON**

Before me, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the **REAL ESTATE MANAGER** of **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, and that he/she as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and seal, at office in Fulton County this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

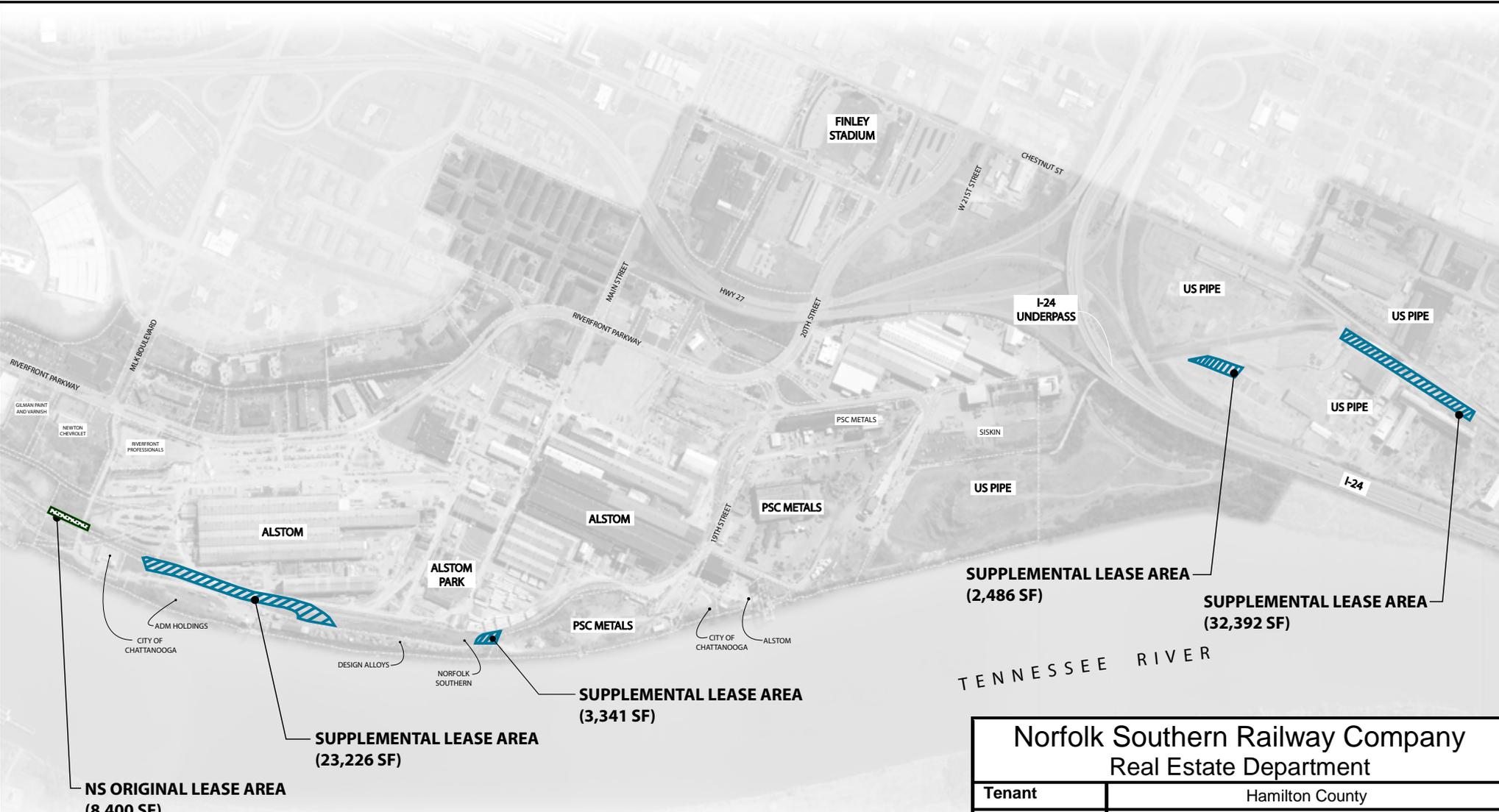
**STATE OF TENNESSEE
COUNTY OF HAMILTON**

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **JIM M. COPPINGER**, to me known (or proved to me on the basis of satisfactory evidence) to be the **MAYOR** of **THE COUNTY OF HAMILTON**, a political subdivision of the State of Tennessee, the within named bargainer, and that he as such, being authorized so to do on **Hamilton County Resolution** _____, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand, at office, this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____



LEASE AREA SUMMARY		
LEASE AREA	AREA	UNIT
ORIGINAL LEASE AREA	8,400	SF
AMMENDED SUPPLEMENTAL LEASE AREAS CS1-CS4	26,567	SF
AMMENDED SUPPLEMENTAL LEASE AREAS ES1-ES3	34,878	SF
TOTAL AMMENDED LEASE AREA	61,445	SF
TOTAL LEASE AREA	68,845	SF

LEGEND	
	AMMENDED LEASE AREAS
	ORIGINAL LEASE AREAS

Norfolk Southern Railway Company Real Estate Department		
Tenant	Hamilton County	
LOCATION	Chattanooga, Hamilton County, Tennessee	
Railroad	Norfolk Southern Railway Company	
AREA	68,845 ± Square Feet	
VS/Map No.	Val Sec 2, Map No.16,17,18 Parcel 1,8,10,15,18,20,21	
DRAWING NO.	1203964	Sheet 1 Exhibit "A"
DATE	July 20, 2015	Drawn By: HLW

*NOTE: AREAS / SF SHOWN ARE APPROXIMATE SIZE OF LEASE AREAS TAKEN FROM VAL MAPS PROVIDED BY NS

OVERALL NS LEASE AMENDMENT PLAN

TN RIVERPARK EXTENSION

CHATTANOOGA, TN

JULY 16, 2015





Hamilton County Board of Commissioners

RESOLUTION

No. 815-33

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO CONVEY A SANITARY SEWER EASEMENT TO THE HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY (WWTA) FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A PERMANENT SANITARY SEWER LINE ACROSS A PORTION OF PROPERTY OWNED BY HAMILTON COUNTY.

WHEREAS, Hamilton County (County) owns certain property known as the East Hamilton Middle and High School property identified by State Tax Map No. 160-005; and,

WHEREAS, a portion of this property located along Ooltewah-Ringgold Road is needed to construct a new permanent sanitary sewer line, at no cost to the County, to facilitate the development of a new residential subdivision in the area; and,

WHEREAS, the developer, Easthaven Partners, LLC, requests the County grant a sanitary sewer easement to the WWTA being twenty (20) feet in width consisting of six thousand seven-hundred and seventy-eight (6,778) square feet for use by the developer to construct a permanent sanitary sewer line to be maintained by the WWTA, according to the attached or similar sanitary sewer easement document and drawing; and,

WHEREAS, the location of said easement has been reviewed by representatives of the WWTA, Hamilton County Engineering Department and the Hamilton County Board of Education, and will not effect the current or future use of the school property; and,

WHEREAS, it is in the best interest of the citizens of Hamilton County to grant said easement to facilitate the development of a new residential subdivision for the East Brainerd area.

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

That the County Mayor is hereby authorized to execute all documents necessary to convey to the Hamilton County Water & Wastewater Treatment Authority (WWTA) a sanitary sewer easement consisting of six thousand seven hundred and seventy-eight (6,778) square feet for the purpose of constructing and maintaining a permanent sanitary sewer line on a portion of property owned by Hamilton County, identified by State Tax Map No. 160-005, according to the attached or similar sanitary sewer easement document and drawing.

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

August 5, 2015

Date

This instrument prepared by and return to:
David Mathews Surveying
1820 Hamill Road
Hixson, TN 37343

GRANTEE

Hamilton County Water & Wastewater Treatment Authority
1250 Market Street, Suite 3050
Chattanooga, Tennessee 37414

State Tax Map: 160 005

SANITARY SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Hamilton County, hereinafter referred to as GRANTOR does hereby sell, transfer, and convey unto the HAMILTON COUNTY WATER & WASTEWATER TREATMENT AUTHORITY, GRANTEE, hereinafter referred to as WWTA, a permanent easement through, over, and under the hereinafter described portion of our property located in Hamilton County, Tennessee, to wit:

SITUATED in the Ooltawah-Ringgold Road area of Hamilton County, Tennessee, as shown by Deed of Record in Book 6347, Page 288, in the Register's Office of Hamilton County, Tennessee, said easement being more particularly described as follows, to wit:

PERMANENT SANITARY SEWER EASEMENT

WWTA Project Number 15-303
400 linear feet of gravity sewer

Being a permanent easement for the construction, operation, and maintenance of sanitary sewers, said easement shall be limited to a minimum area of twenty feet (20') in width, approximately ten feet (10') in width on each side of the following described centerline, as shown on attached drawing by David Mathews Surveying drawing number 15-02646, dated 7/14/2015, a copy of which is made a part of by attachment hereto.

Said permanent sanitary sewer easement contains 6,778 Square Feet, more or less.

This is not a conveyance of the fee in said property, but only the rights, privileges and easements herein set forth.

This conveyance covers the underground sanitary sewer line as actually installed even though it may be at a reasonable variance with the above mentioned centerline and the drawings attached hereto.

Said WWTA agrees to see that the surface of the land is restored to as near the same condition as practicable by the WWTA.

Said easement is conveyed for sewer purposes and for the purpose of permitting the WWTA to construct and/or maintain a sanitary sewer and appurtenances, and the herein before recited consideration includes any other incidental damages of any kind or nature that may now or hereafter result to said property as a result of the WWTA constructing and/or maintaining a sanitary sewer and appurtenances on said easement.

Grantor agrees to the purpose of said easement and shall provide the WWTA unobstructed access to said easement in order for the WWTA to carry out said purpose.

It is understood that this sewer line will cross a vacant part of said property and that no buildings will be affected.

TO HAVE AND TO HOLD THE above-described easement for sewer purposes unto the Hamilton County Water & Wastewater Treatment Authority, its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Jim M. Coppinger
County Mayor

**STATE OF TENNESSEE
COUNTY OF HAMILTON**

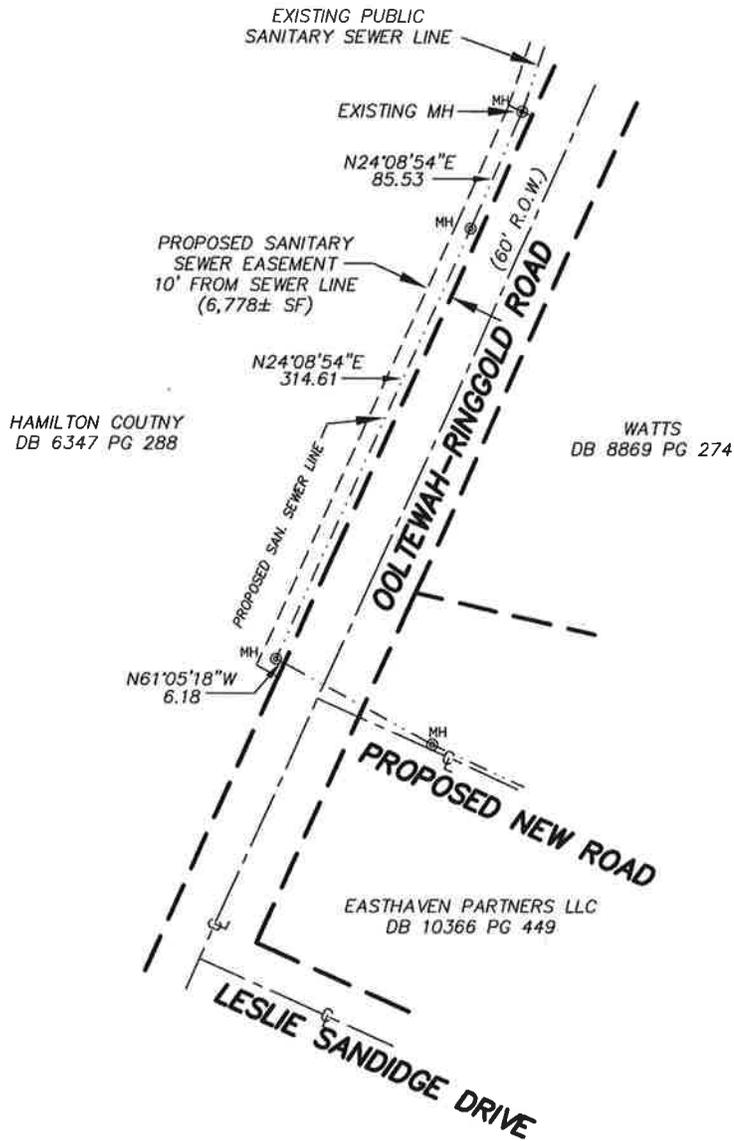
Before me, the undersigned, a Notary Public duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Jim M. Coppinger, with whom I am personally acquainted, and who, after first being fully sworn, acknowledges that he is the County Mayor of **HAMILTON COUNTY**, the within bargainer, and such County Mayor being authorized to do, executed the within instrument on behalf of said corporation for the purposes therein contained.

IN TESTIMONY WHEREOF, I have heterunto set my hand and notarial seal at office in Chattanooga, Hamilton County, Tennessee on this the _____ day of _____.

Notary Public

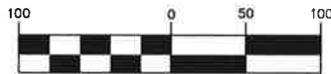
My Commission Expires: _____

NOTE: 1. This survey is not transferable to any other owner or lender, and may not be copied or used in any way without the express written consent of the surveyor.



C:\Land Projects R2\LESLIE SANDIDGE DRIVE\dwg\SEWER EASEMENT DRAWING.dwg 7/17/2015 1:30:44 PM EDT

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

DESCRIPTION: SANITARY SEWER EASEMENT
EAST HAMILTON HIGH SCHOOL
ADDRESS: 2015 OOLTEWAH RINGGOLD RD
COUNTY: HAMILTON
STATE: TENNESSEE
PURPOSE: SEWER EASEMENT

DAVID MATHEWS SURVEYING COMPANY

1820 HAMILL ROAD
HIXSON, TENNESSEE 37343
OFFICE (423) 870-4208
FAX (423) 870-9871

Scale: 1"=100'	Drawn: RGM	Checked: DLM
Date: 7-14-15	DWG# 15-02646	