

# Hamilton County Board of County Commissioners

AGENDA

September 02, 2015

ROLL CALL

INVOCATION - **Commissioner Fairbanks**

PLEDGE TO THE FLAG - **Commissioner Fairbanks**

- Presentation Tennessee Wildlife Resource Agency (TWRA) - Report on Deer at Nature Park - Ben Layton.
- Minutes Recessed Meeting - August 12, 2015
- Minutes Agenda Session - August 12, 2015
- Minutes Regular Meeting - August 19, 2015
- Report Criminal Court Clerk's Report - June 2015
- Report Trustee Monthly Report - July 2015
- Report Trustee Excess Fee Report - July 2015
- Report Juvenile Court Clerk's Report - June 2015
- Res. No. 915-1 A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the oaths of Deputy County Clerks, and the oaths of Deputy Sheriffs.
- Res. No. 915-2 A Resolution accepting the bid of Tennessee Waste Haulers, LLC for a one (1) year contract, beginning September 7, 2015, through September 6, 2016, with the option to renew for two (2) additional one (1) year terms, for the rental of one (1) self-contained compactor and disposal services for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-3 A Resolution to accept a continuation contract between the Sheriff's Office and the State of Tennessee's Department of Human Services for a child support program for the period July 1, 2015 through June 30, 2016.
- Res. No. 915-4 A Resolution accepting the bid of Divers Supply, Inc. for surface supplied air equipment amounting to \$29,584.81 for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-5 A Resolution approving the expenditure of twelve thousand five hundred dollars (\$12,500.00) from General Fund discretionary monies (as allotted to District Six) to assist the Town of Lookout Mountain with the renovation of their pavilion and picnic area.
- Res. No. 915-6 A Resolution approving the expenditure of six thousand twenty seven dollars (\$6,027.00) from discretionary bond funds (as allotted to District Two) to assist with the cost of a parking lot for the indoor batting facility at Signal Mountain Middle/High School.
- Res. No. 915-7 A Resolution approving the expenditure of four thousand nine hundred sixty dollars (\$4,960.00) from discretionary bond funds (as allotted to District Two) to assist with a ceiling replacement on property owned by the Town of Walden.
- Res. No. 915-8 Resolution Number Not Used
- Res. No. 915-9 A Resolution making an appropriation to Girls Incorporated of Chattanooga in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Five.
- Res. No. 915-10 A Resolution making an appropriation to Chattanooga Ballet, Inc., in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) from General Fund discretionary monies, as allotted to District Eight.
- Res. No. 915-11 A Resolution making an appropriation to Sculpture Fields at Montague Park in the amount of Six Thousand Dollars (\$6,000.00) from General Fund discretionary monies, as allotted to District Eight.

- Res. No. 915-12 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of July 1, 2015, through July 31, 2015, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-13 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a contract in the amount of \$8,010.00 with the Tennessee Department of Health to provide Emergency Dental Care for uninsured adults ages 19 – 64 years for the time period July 1, 2015 through June 30, 2016.
- Res. No. 915-14 A Resolution accepting the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC. for six (6) months contract pricing, beginning September 7, 2015, through March 6, 2016, for asphalt road materials and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-15 A Resolution accepting the bids of Martin Marietta Materials, Vulcan Materials Company, Dunlap Stone, Inc., and Midsouth Aggregates for six (6) months contract pricing, beginning September 7, 2015, through March 6, 2016, for crushed stone and sand for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-16 A Resolution accepting the bids of Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambcon Ready Mix for six (6) months contract pricing, beginning September 7, 2015 through March 6, 2016, for ready mix concrete for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-17 A Resolution accepting the bids of Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning September 7, 2015, through March 6, 2016, for concrete and metal culvert for the Highway Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-18 A Resolution accepting the bids of ProBuild and Sequatchie Concrete Service for six (6) months contract pricing, beginning September 7, 2015, through March 6, 2016, for bagged Portland cement for the Highway Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 915-19 A Resolution to authorize the Hamilton County Board of Education to participate in the Tennessee Consolidated Retirement System separately from Hamilton County, Tennessee, with which it is currently associated, as provided in Tennessee Code Annotated, Section 8-35-201.
- Res. No. 915-20 A Resolution to adopt powers granted to Tennessee Counties pursuant to Tennessee Code Annotated Section 5-1-118, et seq. (Also known as "The County General Powers Act"), and to authorize Hamilton County to exercise certain powers granted to municipalities pursuant to Tennessee Code Annotated Sections 6-2-201 (22) and (23) with respect to the regulation of nuisances and other practices detrimental to the inhabitants of the 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  
AUGUST 12, 2015**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            August 12, 2015

**BE IT REMEMBERED**, that on this 12<sup>th</sup> day of August, 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 Smedley introduced Pastor Bill Mason, Morris Hill Baptist Church, who gave the invocation. Commissioner Smedley led in the pledge to the flag.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
AUGUST 12, 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

WJK  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
AUGUST 12, 2015**

**STATE OF TENNESSEE**            )            Agenda Preparation Session  
**COUNTY OF HAMILTON**        )            August 12, 2015

**BE IT REMEMBERED**, that on this 12<sup>th</sup> day of August, 2015, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

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

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

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
AUGUST 12, 2015**

**COMMITTEE ASSIGNMENTS**

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

- An Amended Trustee Excess Fee Report for June 2015 would be submitted for the record.
- A Second Amended Trustee Excess Fee Report for June 2015 would be submitted for the record.
- The Trustee's Unaudited Financial Report ending June 30, 2015 would be submitted for the record.
- The Trustee's 2014 Unpaid Property Tax Levy Report would be submitted for the record.
- Quarterly Fee Office Reports for the period ending June 30, 2015 would be submitted for the record.
- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- Resolution No. 815-34 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 815-38, 815-39, and 815-43 through 815-45 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution Nos. 815-40 and 815-46 were not used.
- Resolution Nos. 815-35 through 815-37, 815-41, 815-42, and 815-47 were heard by a Committee of the Whole.

Chairman Fields stated that Resolution Nos. Resolution Nos. 815-35 through 815-37, 815-41, 815-42, and 815-47 would now be heard by the Committee of the Whole.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
AUGUST 12, 2015**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 815-35**

This Resolution reappoints Leroy Grant and Lamar McDaniel to the Hamilton County Industrial Development Board for a six-year term beginning August 19, 2015 and ending August 19, 2021.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 815-36**

Mayor Coppinger spoke regarding this item, which reappoints Dean Moorehouse to the Hamilton County Beer Board for a three-year term ending August 15, 2018. He added that Mr. Moorehouse has been a stellar performer on the board and asked that the Commission confirm his reappointment.

There were no questions from Commissioners.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
AUGUST 12, 2015**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 815-37**

Mayor Coppinger spoke regarding this item, which reappoints Deborah Noel-Maddox, Greather Tinker, and Heather Bruggink to the Scenic Cities Beautiful Commission for three-year terms ending August 17, 2018. It was noted that the board uses grant money to make improvements in Hamilton County.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 815-41**

Commissioner Bankston spoke regarding this item, which appropriates \$4,000 to the Soil Conservation District from general fund discretionary monies, as allotted to District 9. The Soil Conservation District is a sponsor of the annual Tennessee Association of Conservation Districts Convention in Chattanooga. Commissioner Bankston added the funds would be used to assist with the cost of the Convention.

In response to Commissioner Graham's question, Albert Kiser, administrator of finance, noted that the Soil Conservation District was allotted \$120,635 in the 2015 - 2016 budget.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
AUGUST 12, 2015**

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 815-42**

Commissioner Mackey spoke regarding this item, which authorizes the reimbursement of \$22,370 from discretionary bond funds, as allotted to District 4, to the Hamilton County Department of Education for a sign at Brown Middle School.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 815-47**

Mayor Coppinger spoke regarding this item, which would approve an Interlocal agreement between Hamilton County and the City of East Ridge for the partial funding of certain infrastructure improvements to be made at and around the exit one interchange of Interstate 75. It was noted these improvements would assist in facilitating Bass Pro Shoppe and other major commercial development that is in negotiation for the area. Mayor Coppinger added that Bass Pro Shoppe will be investing more than \$25 million dollars and will employ more than 200 people.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
AUGUST 12, 2015**

In response to Commissioner Beck's question, Mayor Coppinger clarified that Hamilton County and the City of East Ridge would be investing up to one million dollars of their respective funds over the next two fiscal years (2016 and 2017). The County would be investing up to \$500,000 on Phase One of the project, which would make improvements around Camp Jordan Road in East Ridge, and up to \$500,000 on Phase Two of the project at Exit One.

Commissioner Graham added that Hamilton County would see a one hundred percent return on the investment within two to four years. He specified that the Interlocal Agreement was not a PILOT agreement. He also pointed out that the school system would benefit from the increase in sales tax and property tax. Commissioner Graham added that he was in favor of the investment and would be supporting this Resolution.

In response to Commissioner Mackey's question, Mayor of East Ridge, Brent Lambert, and Marc Gravitt, Vice Mayor of East Ridge and a State Representative, explained that they had worked with an engineering firm and TDOT to get a cost analysis, and did not anticipate the need for additional funding to complete the project.

Commissioner Smedley thanked Mayor Lambert and Representative Gravitt for being at today's meeting. She added that this development would significantly boost property values in the East Ridge area.

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In response to Commissioner Haynes question, Mayor Lambert clarified that the Bass Pro Shoppe construction project should be completed in late spring or early summer of 2016.

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.

Commissioner Boyd thanked members of the Commission for their consideration in the East Ridge development project. He also thanked developers John Healey and the Wood brothers, Mayor Lambert, and Representative Gravitt for their hard work on making the project become a reality.

Mayor Coppinger reminded members of the Commission of the Memorial at the McKenzie Arena honoring the five service members that were killed in Chattanooga on July 16th. It was noted that Vice President Joe Biden would be attending the memorial,

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
AUGUST 12, 2015**

as well as many other elected officials. The service will take place Saturday, August 15th at 2:00 pm and is open to the public.

**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, August 19<sup>th</sup> at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date



\_\_\_\_\_  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            August 19, 2015

**BE IT REMEMBERED**, that on this 19<sup>th</sup> day of August, 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.

**HAMILTON COUNTY COMMISSION  
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AUGUST 19, 2015**

Commissioner Smedley introduced Mitch McClure, Pastor of Middle Valley Church of God and former County Commissioner, who gave the invocation. Pastor McClure asked everyone to continue to pray for the families of the fallen soldiers that were affected by the July 16<sup>th</sup> attacks. He also invited everyone to the groundbreaking ceremony of the new Dallas Bay #2 fire hall scheduled for September 17<sup>th</sup> at 10:00 am. Commissioner Smedley led in the pledge to the flag.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Fairbanks, that the minutes of the Recessed Meeting of July 29, 2015, the Agenda Preparation Session of July 29, 2015, and the Regular Meeting of August 5, 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

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**TRUSTEE'S AMENDED REPORTS**

The Trustee's amended and second amended excess fee reports for June 2015 were submitted and made a matter of record.

**TRUSTEE'S UNAUDITED FINANCIAL REPORT**

The Trustee's unaudited financial report for fiscal year ending June 30, 2015 was submitted and made a matter of record.

**TRUSTEE'S UNPAID REAL PROPERTY TAX LEVY**

The Trustee's 2014 unpaid real property tax levy was submitted and made a matter of record.

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REGULAR MEETING  
AUGUST 19, 2015**

**FEE OFFICE REPORTS**

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

Clerk & Master – April 2015 through June 2015  
Circuit Court Clerk – April 2015 through June 2015  
Register of Deeds – April 2015 through June 2015  
County Clerk – April 2015 through June 2015

**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 of August 10, 2015.

**RESOLUTION NO. 815-34 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE OATH OF DEPUTY COUNTY CLERK, AND TO FILE THE BONDS OF SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT.**

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Mackey, to adopt Resolution No. 815-34.

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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. 815-35 through 815-37, 815-41, 815-42, and 815-47 were heard by a Committee of the Whole.

**RESOLUTION NO. 815-35 A RESOLUTION TO REAPPOINT TWO MEMBERS TO THE HAMILTON COUNTY INDUSTRIAL DEVELOPMENT BOARD TO SERVE A SIX (6) YEAR TERM BEGINNING AUGUST 19, 2015 AND ENDING AUGUST 19, 2021.**

This resolution reappoints Leroy Grant and Lamar McDaniel to the Hamilton County Industrial Development Board for terms ending August 19, 2021.

**ON MOTION** of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 815-35.

**HAMILTON COUNTY COMMISSION  
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AUGUST 19, 2015**

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. 815-36 A RESOLUTION CONFIRMING THE REAPPOINTMENT  
BY THE COUNTY MAYOR OF ONE MEMBER TO THE HAMILTON COUNTY BEER  
BOARD WITH TERM EXPIRING AUGUST 15, 2018.**

This resolution reappoints Dean Moorehouse to the Hamilton County Beer Board for a term ending August 15, 2018.

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Graham, to adopt Resolution No. 815-36.

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

**HAMILTON COUNTY COMMISSION  
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AUGUST 19, 2015**

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner 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. 815-37 A RESOLUTION CONFIRMING THE REAPPOINTMENT  
BY THE COUNTY MAYOR OF THREE MEMBERS TO THE SCENIC CITIES  
BEAUTIFUL COMMISSION WITH TERMS ENDING AUGUST 17, 2018.**

This resolution reappoints Deborah Noel-Maddox, Greather Tinker, and Heather Bruggink for terms ending August 17, 2018.

**ON MOTION** of Commissioner Beck, seconded by Commissioner Mackey, to adopt Resolution No. 815-37.

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

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

**HAMILTON COUNTY COMMISSION  
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Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner 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. 815-40 WAS NOT USED.**

Chairman Fields noted that Resolution No. 815-40 was not used.

**RESOLUTION NO. 815-41 A RESOLUTION MAKING AN APPROPRIATION TO THE HAMILTON COUNTY SOIL CONSERVATION DISTRICT IN THE AMOUNT OF FOUR THOUSAND DOLLARS (\$4,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.**

**ON MOTION** of Commissioner Bankston, seconded by Commissioner Boyd, to adopt Resolution No. 815-41.

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

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

**HAMILTON COUNTY COMMISSION  
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Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Nay", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 1.

**RESOLUTION NO. 815-42 A RESOLUTION AUTHORIZING THE REIMBURSEMENT OF TWENTY TWO THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$22,370.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FOUR) TO THE HAMILTON COUNTY DEPARTMENT OF EDUCATION FOR A SIGN AT BROWN MIDDLE SCHOOL.**

**ON MOTION** of Commissioner Mackey, seconded by Commissioner Graham, to adopt Resolution No. 815-42.

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

**HAMILTON COUNTY COMMISSION  
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Fields, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 815-46 WAS NOT USED.**

Chairman Fields noted that Resolution No. 815-46 was not used.

**RESOLUTION NO. 815-47 A RESOLUTION APPROVING THE ENTERING INTO OF AN INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY, TENNESSEE AND THE CITY OF EAST RIDGE, TENNESSEE FOR THE PARTIAL FUNDING OF CERTAIN INFRASTRUCTURE IMPROVEMENTS TO BE MADE AT AND AROUND THE EXIT ONE INTERCHANGE OF INTERSTATE 75, AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE ANY AND ALL AGREEMENTS NECESSARY THERETO.**

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Graham, to adopt Resolution No. 815-47.

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

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

**HAMILTON COUNTY COMMISSION  
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Commissioner Bankston, "Aye", Commissioner Beck, "Aye", Commissioner 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 asked that Resolution Nos. 815-38, 815-39, and 815-43 through 815-45 be considered together at this time.

**RESOLUTION NO. 815-38 A RESOLUTION ACCEPTING THE "2015 JUSTICE ASSISTANCE GRANT" WITH A TERM ENDING SEPTEMBER 30, 2018 AND AMENDING THE SHERIFF'S OFFICE CAPITAL OUTLAY BUDGET BY \$39, 914.**

**RESOLUTION NO. 815-39 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.**

**RESOLUTION NO. 815-43 A RESOLUTION ACCEPTING THE BIDS OF SHIELDS ELECTRONICS SUPPLY, INC. AND COMMUNICATIONS SUPPLY CORPORATION FOR A SIX (6) MONTHS CONTRACT UNIT PRICING, BEGINNING AUGUST 19,**

**HAMILTON COUNTY COMMISSION  
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**2015, THROUGH FEBRUARY 18, 2016, WITH THE OPTION TO RENEW FOR SIX (6) ADDITIONAL MONTHS, FOR COMMUNICATIONS CABLE FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 815-44 A RESOLUTION ACCEPTING THE BID OF CHATTANOOGA TRACTOR AND EQUIPMENT FOR ONE (1) COMPACT TRACTOR WITH FRONT END LOADER AND BACKHOE AMOUNTING TO \$29, 900.00 FOR THE RECREATION DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 815-45 A RESOLUTION ACCEPTING THE PROPOSAL OF ASA ENGINEERING AND CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING INSPECTION FOR THE CONSTRUCTION OF OOLTEWAH-RINGGOLD ROAD AND STANDIFER GAP ROAD INTERSECTION IMPROVEMENTS AND FOR THE CONSTRUCTION OF OOLTEWAH-RINGGOLD ROAD AND EAST BRAINERD ROAD IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$349, 615.74.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

Commissioner Graham provided details regarding Resolution Nos. 815-38, 815-39, 815-43 through 815-45 and stated that the Finance Committee reviewed and recommended approval. He requested that Resolution No. 815-45 be voted on separately.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Smedley, to adopt Resolution Nos. 815-38, 815-39, 815-43, and 815-44.

Chairman Fields asked if there was any further 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.

In anticipation of comments and questions arising about yesterday's incident in General Sessions Court Commissioner Beck requested that Sheriff Jim Hammond remain present during the duration of the meeting.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Graham, to adopt Resolution No. 815-45.

Chairman Fields asked if there was any discussion.

Commissioner Boyd pointed out that the engineering fees for the two East Brainerd road improvement projects were approximately 20% of the total cost of the improvements. He added that standard engineering fees for these types of projects range between 4% and 12%. It was noted that the fees are calculated based on time and materials needed. Commissioner Boyd stated that he would be supporting the Resolution. In closing, he reiterated that the purpose of his comments was to make the Commission aware of the exorbitant fees

In response to Commissioner Smedley's question, Todd Leamon, Administrator of Public Works and County Engineer, explained that there has been an increase in construction costs over the last several months.

In response to Commissioner Mackey's question, Commissioner Boyd stated that the Tennessee Department of Transportation (TDOT) is not required to bid out professional services for these types of projects. He added that the County and the engineering department do not have much control over the state's contracting process,

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

and he will continue to look into the amount being paid to ASA Engineering and Consulting.

Commissioner Mackey suggested that voting on Resolution No. 815-45 be delayed until further investigation is completed.

Commissioner Smedley requested that the Commission move forward with voting on Resolution No. 815-45. She explained that she receives calls weekly from constituents about the dangerous intersections. She went on to say that both of these projects are much needed and long overdue.

Commissioner Graham added that Finance Committee reviewed this Resolution thoroughly after last week's Agenda Session. He reiterated Commissioner Boyd's point that the County has little control over the engineering fees. He added that he appreciated Commissioner Boyd investigating the situation further, but the Commission should not wait to vote on the projects.

Commissioner Beck called for the question. Commissioner Mackey seconded. There being no further discussion, Chairman Fields asked the Clerk to call the roll on the Motion to adopt the resolution.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”, Commissioner Beck, “Aye”, Commissioner 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.

**ANNOUNCEMENTS**

Chairman Fields asked for announcements from members of the Commission.

Commissioner Boyd began by thanking the Commission and the County Mayor for their support of the improvements at Exit 1 in East Ridge. He also spoke about the soccer game between the World Champion U.S. Women’s National Team and Costa Rica, taking place today at Finley Stadium, 6:30 p.m. He encouraged everyone to be safe and patient at the event.

Commissioner Boyd also reminded members of the Commission and the audience about the community meeting called by Carol Berz, Chairman of the City Council, on August 28<sup>th</sup> at The Pointe at the University of Phoenix. He indicated there would be exciting announcements regarding District 8 projects made at that meeting.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

Commissioner Boyd spoke about meeting with the wife, Angie Smith, and three children of Petty Officer 2<sup>nd</sup> Class Randall Smith, one of the five service members killed during the July 16<sup>th</sup> Navy Operational Support Center shootings in Chattanooga. He emotionally described the experience and personally thanked everyone who assisted in facilitating the Memorial Service held Saturday, August 15<sup>th</sup>.

Vice President of the United States Joe Biden, United States Secretary of Defense Ash Carter, and the United States Secretary of the Navy were principal speakers at the Memorial attended by family members of the deceased and the general public.

The lives of Gunnery Sergeant Thomas Sullivan, Staff Sergeant David Wyatt, Sergeant Carson Holmquist, Petty Officer 2nd Class Randall Smith, and Lance Corporal Squire K. Wells were honored with military traditions.

Several Commissioners spoke about attending the Memorial Service that was held at the McKenzie Arena. They specifically mentioned the Roll Call of the heroes as a solemn part of the memorial.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
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Commissioner Graham announced that a young man in his district was afforded the opportunity to board Vice President Joe Biden's presidential airplane on Saturday to deliver lunch from Hillbilly Willy's, a barbeque restaurant in Lookout Valley where he works.

Commissioner Graham spoke of recent newspaper articles quoting student population numbers. He asked the Education Committee to look into the accuracy of said figures as they didn't correspond with the numbers he had received from the State.

Mayor Coppinger reminded the Commission about an employee benefits meeting taking place after the August 26<sup>th</sup> Agenda Session.

Commissioner Boyd and Commissioner Beck spoke regarding a fight that broke out yesterday during a murder hearing in Judge Gary Starnes General Sessions courtroom. They each voiced their support for video hearings and encouraged the Commission to move forward with implementing video conferencing capabilities.

Mayor Coppinger recognized that Marc Gravitt, Vice Mayor of East Ridge and State Representative, was in the audience. The Mayor responded to the concerns about incorporating video hearings in Hamilton County courtrooms. It was noted that in order to allow video conferencing in Sessions Court, legislation would need to be changed.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
AUGUST 19, 2015**

Mr. Gravitt added that he would be happy to sponsor legislation regarding video conferencing.

**DELEGATIONS**

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

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, August 26, 2015 at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_      W.F.K.  
Date              Clerk's Initials

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

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

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

MONTH: June 2015

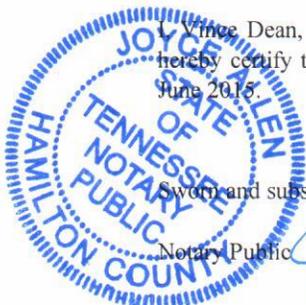
	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
<b>REVENUES, per IFAS</b>			
Fees and Commissions			
Criminal Division	\$ 83,422.66		\$ 83,422.66
Sessions Division	45,440.45		45,440.45
Delinquent Collections		\$ 147,552.40	147,552.40
Interest			
Criminal Division	79.17		79.17
Sessions Division	(24.51)		(24.51)
Delinquent Collections		56.18	56.18
Computer Service fees			
Criminal Division	894.00		894.00
Sessions Division	2,268.04		2,268.04
Delinquent Collections			-
Appropriation from Hamilton County			-
<b>TOTAL REVENUES</b>	<b>132,079.81</b>	<b>147,608.58</b>	<b>279,688.39</b>
<b>EXPENDITURES, per IFAS</b>			
Salaries			
Criminal Division	136,241.12		136,241.12
Sessions Division	188,396.19		188,396.19
Delinquent Collections		20,004.80	20,004.80
Employee Benefits - Delinquent Collections		9,188.91	9,188.91
Other operating expenditures			
Criminal Division			-
Delinquent Collections		762.57	762.57
Other - Adjustments			
Criminal Division	(17,035.46)		(17,035.46)
Sessions Division	(23,494.30)		(23,494.30)
Delinquent Collections		40,529.76	40,529.76
Excess Fees paid to County - Criminal Division			-
<b>TOTAL EXPENDITURES</b>	<b>284,107.55</b>	<b>70,486.04</b>	<b>354,593.59</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(152,027.74)</b>	<b>77,122.54</b>	<b>(74,905.20)</b>
<b>BALANCE AT THE BEGINNING OF MONTH</b>	<b>(191,166.12)</b>	<b>291,186.97</b>	<b>100,020.85</b>
<b>BALANCE AT THE END OF MONTH</b>	<b>\$ (343,193.86)</b>	<b>\$ 368,309.51</b>	<b>\$ 25,115.65</b>

I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for June 2015.

*Vince Dean*

Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 4 day of August 2015



Notary Public

*Joyce Allen*

My Commission Expires: 1-21-18



**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:** August 10, 2015

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

WFK/dkr

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

**Hamilton County  
Trustee Report**

For the Date Range: 07/01/2015 to 07/31/2015

**RECEIVED**  
Date 8-10-15  
By W.F. Knowles  
W.F. (Bill) Knowles  
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash in Bank</b>					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11010	TRUSTEE CONCENTRATION	31,493,198.65	82,748,720.61	97,928,265.39	16,313,653.87
11020	CHILD CARE	200,703.16	191,936.88	201,312.16	191,327.88
11030	FOOD SERVICE DEPOSITORY	5,389,131.24	55,141.67	174,804.36	5,269,468.55
	<b>Total Cash in Bank</b>	<u>37,085,485.03</u>	<u>82,995,799.16</u>	<u>98,304,381.91</u>	<u>21,776,902.28</u>
<b>Bank Deposits in Transit</b>					
11015	CASH RECEIPTS SWEEP	3,215.49	67,656,502.57	67,648,887.94	10,830.12
11050	BOE CASH RECEIPT SWEEP	0.00	37,417,252.92	37,445,054.74	(27,801.82)
	<b>Total Bank Deposits in Transit</b>	<u>3,215.49</u>	<u>105,073,755.49</u>	<u>105,093,942.68</u>	<u>(16,971.70)</u>
<b>Bank Outstanding Checks</b>					
22201	A/P CHECK PAYABLE	(3,753,690.23)	12,836,401.93	10,026,672.75	(943,961.05)
22202	FOOD SERVICE CHECK PAYABLE	(15,895.71)	30,969.70	112,235.31	(97,161.32)
22206	DOE A/P CHECK PAYABLE	(2,086,578.55)	15,521,232.46	15,334,954.68	(1,900,300.77)
22280	COUNTY PAYROLL CHECKS PAYABLE	(1,579.80)	6,381,524.53	6,400,428.15	(20,483.42)
22281	DOE PAYROLL CHECK PAYABLE	(6,061.35)	14,861,139.56	14,862,413.67	(7,335.46)
22285	DOE PAYROLL TAX PAYABLE	0.00	5,398,834.23	5,403,693.75	(4,859.52)
22286	DOE RETIREMENT PLANS	0.00	2,217,999.49	2,217,999.49	0.00
	<b>Total Bank Outstanding Checks</b>	<u>(5,863,805.64)</u>	<u>57,248,101.90</u>	<u>54,358,397.80</u>	<u>(2,974,101.54)</u>
	<b>TOTAL CASH</b>	<u>31,224,894.88</u>	<u>245,317,656.55</u>	<u>257,756,722.39</u>	<u>18,785,829.04</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	885.07	1,060.54	1,060.54	885.07
	<b>Total Other Assets</b>	<u>885.07</u>	<u>1,060.54</u>	<u>1,060.54</u>	<u>885.07</u>
	<b>TOTAL ASSETS</b>	<u>31,225,779.95</u>	<u>245,318,717.09</u>	<u>257,757,782.93</u>	<u>18,786,714.11</u>
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(9,799,287.19)	33,478,779.40	33,252,859.96	(9,573,367.75)

**Hamilton County  
Trustee Report**

For the Date Range: 07/01/2015 to 07/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22251	FOOD SERVICE	(5,373,235.53)	256,788.47	55,860.17	(5,172,307.23)
22255	BOE PAYROLL	(7,595.44)	24,303,499.49	24,492,585.26	(196,681.21)
22256	BOE SELF INSURANCE	(1,103,664.42)	9,163,182.27	1,811,027.72	6,248,490.13
22257	CAPITAL MAINTENANCE	(18,805.43)	184,863.90	0.00	166,058.47
22401	EXCESS FEES	(216,987.64)	239,751.41	223,554.83	(200,791.06)
22407	PAYROLL COUNTY	(843,635.34)	10,175,271.71	10,606,800.31	(1,275,163.94)
22408	STORMWATER	(1,007,037.55)	67,947.54	5,482.66	(944,572.67)
22409	DRUG COURT	(13,870.82)	18,526.23	1,620.53	3,034.88
22410	COUNTY GENERAL	(474,122.97)	27,357,588.91	28,343,530.07	(1,460,064.13)
22412	GENERAL DEBT SERVICE	(567.73)	188,436.49	188,374.43	(505.67)
22413	OPEB TRUST	(2,536.44)	0.00	0.42	(2,536.86)
22414	EMPLOYEES RETIREMENT	(115,415.76)	10,931.38	10,000.00	(114,484.38)
22415	TEACHERS RETIREMENT	(2,809.55)	600.00	299.00	(2,508.55)
22416	LAW LIBRARY	(487.80)	2,872.52	2,872.43	(487.71)
22418	ECONOMIC CRIMES	(500.14)	3,112.81	3,112.96	(500.29)
22419	GEN GOV'T BOND PROJECTS	(12,581.29)	258,287.59	12,800.00	232,906.30
22420	CAPITAL PROJECTS	(9,809.01)	20,045.60	20,042.18	(9,805.59)
22421	INDUSTRIAL DEVELOPMENT	(276,154.25)	2,964,028.49	2,690,311.45	(2,437.21)
22422	RIVERWALK/FISHING PIER	271,170.06	807,750.35	0.00	1,078,920.41
22423	RECREATION CAPITAL PROJECTS	104.08	89,901.76	0.00	90,005.84
22426	SELF INSURANCE	(3,263,181.97)	7,471,664.50	3,931,718.85	276,763.68
22428	LIABILITY INSURANCE	(2,499.71)	127,836.80	127,886.70	(2,549.61)
22430	HOTEL/MOTEL	(623,905.32)	623,905.32	676,762.48	(676,762.48)
22434	JUVENILE COURT CLERK AGENCY	(962.16)	408,725.61	411,917.84	(4,154.39)
22435	FACILITY BONDS-SERIES 2010A	(2,813.22)	0.00	0.47	(2,813.69)
22436	BOND FUND-SERIES 2010B	(874,278.37)	0.00	145.71	(874,424.08)
22449	SCHOOL CAPITAL PROJECTS FUND	(58,452.83)	1,541,363.46	0.00	1,482,910.63
22461	CRIMINAL COURT	(434,429.49)	191,373.49	202,585.00	(445,641.00)
22462	CRIMINAL COURT SESSIONS	261,042.42	182,233.54	261,170.16	182,105.80
22463	DELINQUENT COLLECTIONS	(307,331.83)	24,294.28	71,011.80	(354,049.35)
22472	LINE OF CREDIT	(48,791.26)	0.00	8.13	(48,799.39)
22473	2015A BOND	2,859,442.41	2,226.62	0.00	2,861,669.03

**Hamilton County  
Trustee Report**

For the Date Range: 07/01/2015 to 07/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22483	SHERIFF	(5,027.61)	4,084,359.31	4,042,782.90	36,548.80
22484	DRUG ENFORCEMENT-SHERIFF	(500.53)	3,015.87	2,999.05	(483.71)
22485	TN STATE SEX OFFENDER	(70,418.26)	5,332.55	2,411.55	(67,497.26)
22489	SHERIFF'S SPECIAL PROJECTS	(12,834.84)	1.50	152.16	(12,985.50)
22498	SYMPRO INVESTMENT POOL	(8,864,713.57)	59,704,247.05	60,022,735.34	(9,183,201.86)
<b>Total Cash Held for Hamilton County Funds</b>		<b>(30,457,486.30)</b>	<b>183,962,746.22</b>	<b>171,475,422.52</b>	<b>(17,970,162.60)</b>
<b>Cash Held for Others</b>					
23302	PARTIAL TAXES-PENDING PAYMENT	(65,617.75)	0.00	15,949.71	(81,567.46)
<b>Total Cash Held for Others</b>		<b>(65,617.75)</b>	<b>0.00</b>	<b>15,949.71</b>	<b>(81,567.46)</b>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	1,437.37	1,463,519.39	1,463,522.85	1,433.91
22800	INTEREST PAYMENT FUTURE	0.00	8,522.10	8,522.10	0.00
<b>Total Clearing Account Activity</b>		<b>1,437.37</b>	<b>1,472,041.49</b>	<b>1,472,044.95</b>	<b>1,433.91</b>
<b>Liabilities not Applicable</b>					
22200	VENDOR-SYSTEM	0.00	209,811.86	209,872.33	(60.47)
<b>Total Liabilities not Applicable</b>		<b>0.00</b>	<b>209,811.86</b>	<b>209,872.33</b>	<b>(60.47)</b>
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	0.00	712,205.29	712,134.89	70.40
22799	COMM DUE ON TAX COLLECTED	0.00	13,809.97	13,809.97	0.00
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<b>0.00</b>	<b>726,015.26</b>	<b>725,944.86</b>	<b>70.40</b>
<b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	0.00	464,115.15	464,115.15	(0.00)
22702	OSAP TAX	0.00	274.52	274.52	0.00
22704	PERSONALTY TAX	0.00	33,277.72	33,277.72	0.00
22711	PROPERTY TAX I&P	0.00	35,988.53	35,988.53	0.00

## Hamilton County Trustee Report

For the Date Range: 07/01/2015 to 07/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22712	OSAP TAX I&P	0.00	20.60	20.60	0.00
22714	PERSONALTY TAX I&P	0.00	1,295.84	1,295.84	0.00
22721	PROPERTY TAX REFUNDS	0.00	29,564.66	29,564.66	0.00
22722	OSAP TAX REFUND	0.00	1,682.82	1,682.82	0.00
22724	PERSONALTY TAX REFUND	0.00	33,478.66	33,478.66	0.00
22731	PROPERTY TAX I&P REUND	0.00	31.30	31.30	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	1.27	1.27	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	9,644.26	9,644.26	(0.00)
<b>Total</b>		<u>0.00</u>	<u>609,375.33</u>	<u>609,375.33</u>	<u>(0.00)</u>
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		<u>0.00</u>	<u>609,375.33</u>	<u>609,375.33</u>	<u>0.00</u>
<b>Total Clearing Account Activity - County Funds</b>		<u>0.00</u>	<u>1,335,390.59</u>	<u>1,335,320.19</u>	<u>70.40</u>

### Cash Held for Municipalities

#### Key: 0001010 CITY OF EAST RIDGE

22701	PROPERTY TAX	(28,576.22)	28,576.22	16,805.14	(16,805.14)
22704	PERSONALTY TAX	(270.12)	270.12	190.01	(190.01)
22711	PROPERTY TAX I&P	(1,556.37)	1,556.37	1,247.46	(1,247.46)
22714	PERSONALTY TAX I&P	(15.90)	15.90	14.39	(14.39)
22721	PROPERTY TAX REFUNDS	88.92	0.00	88.92	0.00
22724	PERSONALTY TAX REFUND	0.00	16.56	0.00	16.56
22751	HOTEL MOTEL OCCUPANCY TAX	(30,520.99)	30,520.99	36,268.47	(36,268.47)
22755	SANITATION	(11,519.97)	11,519.97	7,930.75	(7,930.75)
22756	SANITATION I & P	(631.02)	631.02	586.71	(586.71)
22799	COMM DUE ON TAX COLLECTED	911.80	727.49	911.80	727.49
<b>Total Cash Held for Municipalities</b>		<u>(72,089.87)</u>	<u>73,834.64</u>	<u>64,043.65</u>	<u>(62,298.88)</u>
<b>Total for Org Key: 0001010 CITY OF EAST RIDGE</b>		<u>(72,089.87)</u>	<u>73,834.64</u>	<u>64,043.65</u>	<u>(62,298.88)</u>

#### Key: 0001020 RED BANK MUNICIPAL

22701	PROPERTY TAX	(23,889.00)	23,889.00	7,429.91	(7,429.91)
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**Hamilton County  
Trustee Report**

For the Date Range: 07/01/2015 to 07/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22704	PERSONALTY TAX	(254.14)	254.14	0.00	0.00
22711	PROPERTY TAX I&P	(1,424.71)	1,424.71	560.44	(560.44)
22714	PERSONALTY TAX I&P	(25.62)	25.62	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	23.95	0.00	23.95
22741	STORMWATER FEES	(4,320.00)	4,330.00	694.00	(684.00)
22742	STORMWATER FEES I&P	(258.12)	258.12	49.86	(49.86)
22755	SANITATION	(4,806.39)	4,806.39	3,861.84	(3,861.84)
22756	SANITATION I & P	(282.21)	282.21	279.74	(279.74)
22799	COMM DUE ON TAX COLLECTED	557.66	166.77	557.76	166.67
<b>Total</b>		<u>(34,702.53)</u>	<u>35,460.91</u>	<u>13,433.55</u>	<u>(12,675.17)</u>
<b>Total for Org Key: 0001020 RED BANK MUNICIPAL</b>		<u>(34,702.53)</u>	<u>35,460.91</u>	<u>13,433.55</u>	<u>(12,675.17)</u>
 <b>Key: 0001030 SODDY DAISY MUNICIPAL</b>					
22701	PROPERTY TAX	(18,518.11)	18,518.11	27,125.48	(27,125.48)
22704	PERSONALTY TAX	(533.40)	533.40	1,421.07	(1,421.07)
22711	PROPERTY TAX I&P	(1,179.97)	1,179.97	2,051.48	(2,051.48)
22714	PERSONALTY TAX I&P	(31.73)	31.73	105.81	(105.81)
22724	PERSONALTY TAX REFUND	0.00	22.19	0.00	22.19
22799	COMM DUE ON TAX COLLECTED	405.26	613.63	405.26	613.63
<b>Total</b>		<u>(19,857.95)</u>	<u>20,899.03</u>	<u>31,109.10</u>	<u>(30,068.02)</u>
<b>Total for Org Key: 0001030 SODDY DAISY MUNICIPAL</b>		<u>(19,857.95)</u>	<u>20,899.03</u>	<u>31,109.10</u>	<u>(30,068.02)</u>
 <b>Key: 0001040 COLLEGEDALE MUNICIPAL</b>					
22701	PROPERTY TAX	(1,556.84)	1,556.84	4,517.11	(4,517.11)
22702	OSAP TAX	(1.97)	1.97	0.00	0.00
22704	PERSONALTY TAX	(635.42)	635.42	3.46	(3.46)
22711	PROPERTY TAX I&P	(91.88)	91.88	396.31	(396.31)
22712	OSAP TAX I&P	(0.12)	0.12	0.00	0.00
22714	PERSONALTY TAX I&P	(29.30)	29.30	0.25	(0.25)

**Hamilton County  
Trustee Report**

For the Date Range: 07/01/2015 to 07/31/2015

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22724	PERSONALTY TAX REFUND	0.00	167.59	0.00	167.59
22751	HOTEL MOTEL OCCUPANCY TAX	(944.25)	944.25	579.45	(579.45)
22799	COMM DUE ON TAX COLLECTED	55.75	100.78	55.75	100.78
<b>Total</b>		<u>(3,204.03)</u>	<u>3,528.15</u>	<u>5,552.33</u>	<u>(5,228.21)</u>
<b>Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL</b>		<u>(3,204.03)</u>	<u>3,528.15</u>	<u>5,552.33</u>	<u>(5,228.21)</u>
 <b>Key: 0001050 RIDGESIDE MUNICIPAL</b>					
22701	PROPERTY TAX	(1,076.86)	1,076.86	0.00	0.00
22711	PROPERTY TAX I&P	(64.60)	64.60	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	22.83	0.00	22.83	0.00
<b>Total</b>		<u>(1,118.63)</u>	<u>1,141.46</u>	<u>22.83</u>	<u>0.00</u>
<b>Total for Org Key: 0001050 RIDGESIDE MUNICIPAL</b>		<u>(1,118.63)</u>	<u>1,141.46</u>	<u>22.83</u>	<u>0.00</u>
 <b>Key: 0001060 LAKESITE</b>					
22701	PROPERTY TAX	(73.38)	73.38	588.72	(588.72)
22704	PERSONALTY TAX	(2.82)	2.82	0.00	0.00
22711	PROPERTY TAX I&P	(4.08)	4.08	45.36	(45.36)
22714	PERSONALTY TAX I&P	(0.12)	0.12	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	13.26	0.00	13.26
22799	COMM DUE ON TAX COLLECTED	1.61	12.42	1.61	12.42
<b>Total</b>		<u>(78.79)</u>	<u>106.08</u>	<u>635.69</u>	<u>(608.40)</u>
<b>Total for Org Key: 0001060 LAKESITE</b>		<u>(78.79)</u>	<u>106.08</u>	<u>635.69</u>	<u>(608.40)</u>
 <b>Key: 0001070 WALDEN MUNICIPAL</b>					
22701	PROPERTY TAX	(233.36)	233.36	505.18	(505.18)
22704	PERSONALTY TAX	(6.56)	6.56	8.67	(8.67)
22711	PROPERTY TAX I&P	(5.12)	5.12	36.99	(36.99)

**Hamilton County  
Trustee Report**

For the Date Range: 07/01/2015 to 07/31/2015

<b>Object</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Debit Amount</b>	<b>Credit Amount</b>	<b>Ending Balance</b>
22799	COMM DUE ON TAX COLLECTED	4.90	11.02	4.90	11.02
	<b>Total</b>	<u>(240.14)</u>	<u>256.06</u>	<u>555.74</u>	<u>(539.82)</u>
	<b>Total for Org Key: 0001070 WALDEN MUNICIPAL</b>	<u>(240.14)</u>	<u>256.06</u>	<u>555.74</u>	<u>(539.82)</u>
<b>Key: 0001080 CITY OF CHATTANOOGA</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(572,821.33)	592,851.22	645,039.28	(625,009.39)
	<b>Total Key: 0001080 CITY OF CHATTANOOGA</b>	<u>(572,821.33)</u>	<u>592,851.22</u>	<u>645,039.28</u>	<u>(625,009.39)</u>
	<b>Total for Org Key: 0001080 CITY OF CHATTANOOGA</b>	<u>(572,821.33)</u>	<u>592,851.22</u>	<u>645,039.28</u>	<u>(625,009.39)</u>
	<b>TOTAL CASH HELD FOR MUNICIPALITIES</b>	<u>(704,113.27)</u>	<u>1,454,092.81</u>	<u>1,486,337.03</u>	<u>(736,357.49)</u>
	<b>TOTAL LIABILITIES AND EQUITY</b>	<u>(31,225,779.95)</u>	<u>187,708,067.71</u>	<u>175,269,001.87</u>	<u>(18,786,714.11)</u>
	<b>Total for Report:</b>	<u>(0.00)</u>	<u>433,026,784.80</u>	<u>433,026,784.80</u>	<u>0.00</u>



**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:** August 10, 2015

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

WFK/dkr

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

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

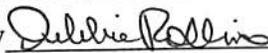
Prepared:jw

	July 2015	YTD July 2015
<b>REVENUES</b>		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	-
44201 - STATUTORY FEES 1%	187,523.78	187,523.78
44202 - STATUTORY FEES 2%	36,017.40	36,017.40
44203 - STATUTORY FEES OTHER	-	-
44204 - DELINQUENT TAX FEES	-	-
46112 - INTEREST	193.17	193.17
46116 - INTEREST - NOW ACCOUNTS	-	-
<b>Total REVENUES:</b>	<b>223,734.35</b>	<b>223,734.35</b>
<b>EXPENDITURES</b>		
51001 - SALARIES	62,033.30	62,033.30
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	608.62	608.62
53037- SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	-	-
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	-	-
53047 - MEMBERSHIPS	10.00	10.00
53049 - PARKING	402.72	402.72
53050 - MISC PURCHASED SERVICE	-	-
53051 - CONTRACT LEGAL SERVICES	316.82	316.82
53059 - SECURITY SERVICES	607.36	607.36
53065 - BANK ANALYSIS FEE	8,595.67	8,595.67
54001 - OFFICE SUPPLIES & FORMS	-	-
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	87.85	87.85
54030 - MISCELLANEOUS SUPPLIES & PARTS	(24.69)	(24.69)
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	-
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	-
59022 - SOFTWARE AND SUPPLIES	383.70	383.70
59092 - MISC REFUNDS	-	-
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	6,809.78	6,809.78
<b>ADJUSTMENTS</b>	-	-
<b>Total EXPENDITURES:</b>	<b>79,831.13</b>	<b>79,831.13</b>
<b>Revenues over (under) Expenditures</b>	<b>143,903.22</b>	<b>143,903.22</b>
<b>Excess Fees at Beginning of Period</b>	<b>749,050.80</b>	<b>749,050.80</b>
<b>Excess Fees at End of Period</b>	<b>892,954.02</b>	<b>892,954.02</b>

  
 Bill Hullander, Trustee  
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report  
 sworn to before me this day, 8-10-15  
  
 Notary Public  
 My Commission Expires 12-5-17



**RECEIVED**  
 Date 8-10-15  
 By   
 W.F. (Bill) Knowles  
 County Clerk

RECEIVED

1910

W. F. (1910) K...  
... ..



1910

...

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

To: Jim Coppinger, County Mayor  
Hamilton County, Tennessee

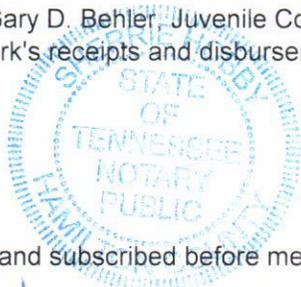
**REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE JUVENILE COURT CLERK**

MONTH: June 2015

SOURCE: IFAS GL2031 Report

	Month of June 2015			Totals - Fiscal YTD
	3462700 Administrative Division	3462710 Child Support Division	Totals for Month	
Revenues				
Fines and Court Costs	\$ 6,194.00	\$ 1,194.00	\$ 7,388.00	\$ 72,755.06
Fees and Commissions	1,764.44	65,466.99	67,231.43	292,957.20
Interest	239.86		239.86	2,254.18
Miscellaneous	404.80	351.50	756.30	8,767.50
Data Processing Fees		3,287.09	3,287.09	13,723.09
Courtroom Security Fees	58.00		58.00	651.00
Other - Adjustments			-	-
Total Revenue	<u>8,661.10</u>	<u>70,299.58</u>	<u>78,960.68</u>	<u>391,108.03</u>
Expenditures				
Salaries	112,501.69	77,259.85	189,761.54	1,407,457.86
Employee Benefits	89,763.34	68,150.04	157,913.38	912,454.47
Other Operating Expenditures	6,730.03	27,874.04	34,604.07	118,512.27
Other - Adjustments			-	-
Total Expenditures	<u>208,995.06</u>	<u>173,283.93</u>	<u>382,278.99</u>	<u>2,438,424.60</u>
Revenues over (under) Expenditures	(200,333.96)	(102,984.35)	(303,318.31)	(2,047,316.57)
Appropriation from Hamilton County	143,826.01		143,826.01	1,882,775.00
Net Change in Fund Balance	<u>\$ (56,507.95)</u>	<u>\$ (102,984.35)</u>	<u>(159,492.30)</u>	<u>(164,541.57)</u>
Fund Balance at the Beginning of the Period			<u>538,205.02</u>	<u>543,254.29</u>
Fund Balance at the End of the Period			<u>\$ 378,712.72</u>	<u>\$ 378,712.72</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 June 2015.



\_\_\_\_\_  
Gary D. Behler, Juvenile Court Clerk

Sworn and subscribed before me this the 19<sup>th</sup> day of August 2015

\_\_\_\_\_  
Notary Public

My Commission Expires: 2/25/17



## Hamilton County Board of Commissioners RESOLUTION

No. 915-1

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

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

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

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

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

**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 therefore; and

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

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

September 2, 2015

\_\_\_\_\_

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
SEPTEMBER 2, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Caleb Baker	3808 Arrowrock Chattanooga, TN 37406 423-899-2557	BB&T 6501 Ringgold Rd. East Ridge, TN 37412 423-894-0440
Robert J. Batson Jr.	1009 River Hills Dr. Chattanooga, TN 37415 423-756-7799	Self Employed 736 Georgia Ave., Ste. 100 Chattanooga, TN 37402 423-756-6044
Alvin Y. Bell	3522 Rhoda Lane Chattanooga, TN 37416 423-892-7958	Self Employed 701 Market St., Ste. 1217 Chattanooga, TN 37402 N/A
Phyllis D. Bice	4636 Tennessee Ave. Chattanooga, TN 37409 423-821-2065	Chattanooga Kidney Ctrs. 3810 Brainerd Rd. Chattanooga, TN 37411 423-486-9510
Matthew Bowen	6481 Faultless Way Hixson, TN 37343 423-605-4600	Self Employed Same Same Same
Lori Brinkley	6405 Fairest Dr. Harrison, TN 37341 423-421-3066	Tennessee Rand, Inc. 702 Moccasin Bend Rd. Chattanooga, TN 37405 423-664-7263
Scott N. Brown, Jr.	772 Black Creek Dr. Chattanooga, TN 37419 423-822-7774	Spears, Moore, et. al. 801 Broad St., #600 Chattanooga, TN 37401 423-756-7000
Anquanette Cameron	2316 Green Forest Ln. Chattanooga, TN 37406 423-321-8041	State of TN 5600 E. Brainerd Rd., Ste 600B Chattanooga, TN 37411 423-634-6598
Stacey S. Cathey	7631 Middle Valley Rd. Hixson, TN 37343 423-653-9133	Frank Steil Ins. Agency 4610 Hixson Pike Hixson, TN 37343 423-875-2840
Jessica Eve Gallimore	5730 Lee Highway, Rm. 334 Chattanooga, TN 37421 704-402-2024	General Insulation 553 McBryant Rd. NW Charleston, TN 37310 270-621-0234

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
SEPTEMBER 2, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Genetha Dozier	3917 Bowman Lane Chattanooga, TN 37416 423-531-2743	Elk Valley Home Health 5249 Harding Place Nashville, TN 37217 615-360-1116
Margaret Edmondson	14 Ivy Street Rossville, GA 30741 423-463-1682	Milligans-Reynolds 724 Cherry Street Chattanooga, TN 37402 423-756-0911
Jackie E. Ernst	6731 Glover Rd. Chattanooga, TN 37416 404-502-5810	Self Employed Same Same Same
Tamara R. Hancock	215 Ketner St. Whitwell, TN 37397 423-309-5105	Healthcare Services C.U. 946 E. Third St. Chattanooga, TN 37403 423-242-4728
Sonya M. Hardin	4012 Brock Rd. Chattanooga, TN 37421 423-619-4736	North American Credit 2810 Walker Rd. Chattanooga, TN 37421 423-894-5654
Michelle Holcombe	17 Northfield Road Signal Mountain, TN 37377 423-834-3188	Contemporary Healthcare 801 Broad Street, Suite 200 Chattanooga, TN 37402 423-424-1868
Treasa Hopkins	7862 Avalon Acres Ct. Chattanooga, TN 37421 865-455-2730	C&C Unlimited Travel Agy. Same Same 423-591-5703
Joanne Johnson	257 Lytle Rd. Rossville, GA 30741 706-419-8504	William G. Schwall, Atty. 801 Broad St., Ste. 510 Chattanooga, TN 37402 423-755-6907
Anderson B. Jones	4336 Lakeshore Ln. #102 Chattanooga, TN 37415 423-987-3862	Self Employed 6234 Perimeter Dr. C-101 Chattanooga, TN 37421 Same
Phyllis Lacey	3518 Cathy Lane Chattanooga, TN 37412 423-698-5195	Mid South Wrecking Co., Inc. P.O. Box 9375 Chattanooga, TN 37412 423-697-4800

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
SEPTEMBER 2, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Linda G. Lake	1006 Woodfinch Trl. Chattanooga, TN 37421 423-280-6956	Vulcan Materials Com. 2215 Olan Mills Dr. Chattanooga, TN 37421 423-510-2601
Jim Lawrence	6032 Hillcrest Drive Harrison, TN 37341 N/A	Hamilton County Clerk 625 Georgia Ave., Room 201 Chattanooga, TN 37402 423-209-6541
Gina Liberto	8426 Gracie Mac Ln. Ooltewah, TN 37363 423-304-6414	SunTrust Bank 7001 Lee Highway Chattanooga, TN 37421 423-242-0670
Beverly K. Manning	5939 Winnipeg Ct. Ooltewah, TN 37363 423-280-7896	Schaerer Contracting Co., Inc. 1720 Sholar Ave. Chattanooga, TN 37406 423-698-2426
Lisa Maroon	55 Elaine Circle Fort Oglethorpe, GA 30742 423-645-0087	Healthcare Services C.U. 946 E. Third St. Chattanooga, TN 37403 423-242-4728
Linda Maynard	6010 Porter Drive Harrison, TN 37341 N/A	Patrick, Beard, et. al. 537 Market St., Ste. 202 Chattanooga, TN 37402 423-756-7117
Karen S. McColpin	811 Willcrest Dr. Chattanooga, TN 37405 423-400-5790	Chattanooga Title, Inc. 829 McCallie Avenue Chattanooga, TN 37403 423-756-3057
Cynthia J. Melendez	7310 Standifer Gap Rd., #809 Chattanooga, TN 37421 423-331-2007	Ameriprise Financial 7047 Lee Highway, Ste. 309 Chattanooga, TN 37421 423-386-5751
Vivian Reaves Miller	376 Colbert Hollow Rd. Rock Spring, GA 30739 706-764-2326	Total Resource, Inc. 5708 Uptain Rd. Chattanooga, TN 37411 423-899-6767
Cynthia Moore	4110 Dodds Ave. Chattanooga, TN 37407 423-531-1176	N/A N/A N/A N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****SEPTEMBER 2, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Virginia G. Moore	6120 East Brainerd Rd. Chattanooga, TN 37421 423-892-7171	Clerk and Master 625 Georgia Ave., Room 300 Chattanooga, TN 37421 423-209-6619
Michael Moore	1606 Willaims St., Apt. 113 Chattanooga, TN 37408 423-413-6344	TVA BR-4B-C 1101 Market St. Chattanooga, TN 37408 423-751-2130
Andrew C. Mullins	1882 Prigmore Rd. East Ridge, TN 37412 423-867-3033	Lowes Home Improvement 2180 Gunbarrel Rd. Chattanooga, TN 37421 423-954-2400
Alanna Panter	541 Lupton Dr. Chattanooga, TN 37415 423-987-6081	Star Properties 2225 Dayton Blvd. Chattanooga, TN 37415 423-875-0445
Teresa D. Parks	951 Old Lower Mill Rd. Hixson, TN 37343 423-240-2528	Healthcare Services C.U. 946 E. Third St. Chattanooga, TN 37403 423-242-4728
Rochelle H. Perkins	5032 Dellwood Drive Rossville, GA 30741 423-280-5731	South East Eye Specialists 7268 Jarnigan Rd., Ste. 200 Chattanooga, TN 37421 423-508-7337
Rhonda A. Poe	211 Hemlock Street Soddy Daisy, TN 37379 423-509-1660	Checks for Cash 2008 Dayton Blvd. Chattanooga, TN 37415 423-877-0470
Valerie S. Rich	P.O. Box 1509 Trenton, GA 30752 423-653-3828	MHC Kenworth 7831 Lee Hwy. Chattanooga, TN 37421 423-698-4461
Joan F. Smith	957 Beason Dr. Chattanooga, TN 37405 423-488-8036	Daugherty Ins. & Co. 515 Chickamauga Ave. Rossville, GA 30741 706-866-4477
J.C. Smith	710 Cherokee Blvd., #133 Chattanooga, TN 37405 423-290-8515	City of Chattanooga, R.P.A. 1250 Market St., Ste. 2000 Chattanooga, TN 37402 423-643-5900

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
SEPTEMBER 2, 2015**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Pamela Smith	216 Signal View Street Chattanooga, TN 37415 423-875-4838	Hamilton County Sheriff 6233 Dayton Blvd. Hixson, TN 37343 423-209-8925
Martha W. Steil	3807 Hamill Road Hixson, TN 37343 423-401-3631	Frank Steil Ins. Agency 4610 Hixson Pike Hixson, TN 37343 423-875-2840
Patricia Tokarsky	4902 General Thomas Blvd. Chattanooga, TN 37407 706-891-7435	Kelly Auto Group 900 Riverfront Pkwy. Chattanooga, TN 37402 423-490-0181
Tina B. Trew	6701 Flagcrest Drive Ooltewah, TN 37363 423-595-5423	SunTrust Bank 1969 Northpoint Blvd. Hixson, TN 37343 N/A
JoAnne Vandergriff	2219 Driftwood Road Soddy Daisy, TN 37379 423-421-3989	HCDE 3074 Hickory Valley Rd. Chattanooga, TN 37421 423-209-8732
Jacqueline Wolfe	50 General Davis Road, B3 Fort Oglethorpe, GA 30742 423-316-7708	Maximus 5751 Uptain Rd., Ste. 206 Chattanooga, TN 37411 423-508-6500
V. L. Wright	2292 Post Oak Road Ringgold, GA 30736 423-414-5546	Metro Services, Inc. 4470 Pinnacle Lane Chattanooga, TN 37415 423-870-5558

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
SEPTEMBER 2, 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>
Charlotte Humphries	July 9, 2015	August 6, 2015
Allison Kidd Cross	May 26, 2015	August 6, 2015
Erica Ellis	June 10, 2015	August 7, 2015
Kelly S. Jones	July 22, 2015	August 7, 2015
Deonte Grimes	July 2, 2015	August 7, 2015
Angela F. Holman	July 9, 2015	August 7, 2015
Jennifer Fritzsch	July 22, 2015	August 7, 2015
Patricia P. Liner	July 22, 2015	August 7, 2015
Carla R. Park	July 9, 2015	August 7, 2015
Emmanuel B. Jackson	July 9, 2015	August 7, 2015
Sherie Carter	July 9, 2015	August 7, 2015
Gwen N. Holman	June 10, 2015	August 7, 2015
Deborah Oliver	June 10, 2015	August 7, 2015
Elaine Thomas	July 22, 2015	August 10, 2015
Tina Church	July 22, 2015	August 10, 2015
Vivian I. Sharp	July 22, 2015	August 10, 2015
Trevor Guthrie	July 23, 2014	August 10, 2015
Dianne Williams	July 22, 2015	August 11, 2015
Amanda Atkins	June 10, 2015	August 11, 2015
Adala Boyd	April 20, 2015	August 11, 2015
Debbie S. Morrison	July 9, 2015	August 11, 2015
Christina M. Coleman	July 9, 2015	August 11, 2015
Robin Shuptrine	July 9, 2015	August 12, 2015
Michelle Apps	July 9, 2015	August 12, 2015
Paul E. Crosby	July 9, 2015	August 12, 2015
Lynda G. Daugherty	December 8, 2014	August 12, 2015
D. Meriweather Campbell	July 22, 2015	August 12, 2015
Thea M. Erskine	July 22, 2015	August 12, 2015
Heather Hall	July 22, 2015	August 12, 2015
Natasha A. Davidson	January 12, 2015	August 12, 2015
Celeste B. Longwith	July 22, 2015	August 13, 2015
Sarah W. Roach	June 10, 2015	August 13, 2015
April D. Lovelady	July 9, 2015	August 13, 2015
William M. Smith	July 22, 2015	August 14, 2015
Jennifer Gordon Craig	January 12, 2015	August 14, 2015
Heidi A. Zelch	May 11, 2015	August 14, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
SEPTEMBER 2, 2015**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Hannah Courtney	August 5, 2015	August 17, 2015
J. Edward Nanney	July 22, 2015	August 17, 2015
Brad Parker	May 11, 2015	August 18, 2015
Heather Pearsall	July 22, 2015	August 18, 2015
Jessica Hand	July 9, 2015	August 18, 2015
Kimberly Chapman	July 9, 2015	August 19, 2015
Patrick Hamilton	May 11, 2015	August 19, 2015
Erin Fuller	July 9, 2015	August 19, 2015
William B. Cummings	July 9, 2015	August 19, 2015
Coleen M. Wright	July 22, 2015	August 19, 2015

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
THE OATHS OF DEPUTY COUNTY CLERKS  
SEPTEMBER 2, 2015**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Courtney Sturtevant	July 7, 2015
David Clark	July 28, 2015
Melissa H. Brooks	August 10, 2015

OATH  
DEPUTY COUNTY CLERK  
HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE )

COUNTY OF HAMILTON )

I, Courtney Sturvant, 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

[Signature]

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



Marti Smith

exp 9-10-16

OATH  
DEPUTY COUNTY CLERK  
HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

I, DAVID CLARK, 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.

David Clark

Sworn to and subscribed before me this 28 day of July, 20 15.



A. Cristina Paley

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

**STATE OF TENNESSEE**

**COUNTY OF HAMILTON**

I, Melissa H. Brooks 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 Melissa H. Brooks

Sworn to and subscribed before me this 10<sup>th</sup> day of August, 2015

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



**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY SHERIFFS  
SEPTEMBER 2, 2015**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Trevor Christian Durham	August 10, 2015
Caleb Lindwood Cushman	August 10, 2015
Brian Anderson Ingram	August 10, 2015
Gary Hideaki Tucker, Jr.	August 10, 2015
Tyler Shane McRae	August 10, 2015
Charles Devin Wright	August 10, 2015
Robert Thomas Pilkington	August 19, 2015

STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

Sworn to and subscribed before me this  
10<sup>th</sup> day of August, 2015.

W F Knewls

By Kelli C. Dodd

  
} **Trevor Christian Durham**

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STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

Sworn to and subscribed before me this  
10<sup>th</sup> day of August, 2015.

W.F. Knowles

By Robert E. O'Neil



Caleb Lindwood Cushman

**Caleb Lindwood Cushman**

STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

Sworn to and subscribed before me this  
10<sup>th</sup> day of August, 2015.

W.F. Knowles

By *Leah E. Dodd*

*Brian Anderson Ingram*  
Brian Anderson Ingram

STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

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

W F Knowles

By [Signature]

[Signature]  
Gary Hideaki Tucker, Jr.

STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

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

W F Knowlton

By [Signature]

[Signature]  
Tyler Shane McRae

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STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

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

WF Knowles

By [Signature]

Charles D Wright  
Charles Devin Wright

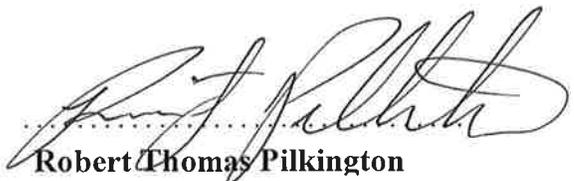
STATE OF TENNESSEE }  
Hamilton County } ss.

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

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

Sworn to and subscribed before me this  
19 day of August, 2015.

W F Kinnel  
By A Parrow

  
Robert Thomas Pilkington



# Hamilton County Board of Commissioners RESOLUTION

No. 915-2

A RESOLUTION ACCEPTING THE BID OF TENNESSEE WASTE HAULERS, LLC FOR A ONE (1) YEAR CONTRACT, BEGINNING SEPTEMBER 7, 2015, THROUGH SEPTEMBER 6, 2016, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS, FOR THE RENTAL OF ONE (1) SELF-CONTAINED COMPACTOR AND DISPOSAL SERVICES FOR THE SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) self-contained compactor and disposal services for the jail; and,

WHEREAS, the bid from Tennessee Waste Haulers, LLC was considered to be the lowest and best bid received; and,

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

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

That the bid of Tennessee Waste Haulers, LLC for a one (1) year contract, beginning September 7, 2015, through September 6, 2016, with the option to renew for two (2) additional one (1) year terms, for the rental of one (1) self-contained compactor and disposal services for the Sheriff's Office is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

\_\_\_\_\_  
Date

Bid#0715-015: Self-contained Compactor  
Hamilton County, TN

**SELF-CONTAINED COMPACTOR  
SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for contract unit pricing for the rental of one (1) self-contained compactor for the Hamilton County Jail. The contract will be for one (1) year with the option to renew for two (2) additional one (1) year terms, after an annual review. This contract is scheduled to start on September 7, 2015.

**BID SUBMISSION REQUIREMENTS**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on August 11, 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#0715-015: Self-contained Compactor". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0715-015: Self-contained Compactor from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**CONTACT**

Questions concerning product specifications should be directed to Sgt. Slaughter at (423) 209-7131.

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

**COMPLETION OF THE AUTHORIZATION TO BIND FORM**

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

**INSURANCE REQUIREMENTS**

Vendor must provide certificate of insurance before award of the bid. (See attached **Minimum Limits of Insurance.**)

**Minimum Limits of Insurance**

Vendor shall maintain limits no less than:

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

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.

**ONE (1) SELF-CONTAINED COMPACTOR SPECIFICATIONS:**

- 33-35 cubic yard roll-off self-contained compactor with 3 phase 480 volt motor. Compactor to include a dog house and a ¾-full light. Include walk-on tread plate and hand and toe rails, if required. Reflective tape to be installed to assist in preventing vehicle collision with compactor. Compactor must meet TOSHA safety standards.
- Cost to include installation and any appurtenances required for a complete and safe operation.
- Alternates: **1)** Odor control system with recommended operational procedures. **2)** Cost to steam clean unit.
- Rental price to include maintenance and repair by local personnel with one day response time.
- The Compactor is to be located in the sally port of the Justice building. Bidder to inspect area to be sure compactor can be installed and removed for disposal. Contact Sgt. Slaughter, Sheriff's Department, (423)209-7131 or email [tslaughter@hcsheriff.gov](mailto:tslaughter@hcsheriff.gov) for appointment to inspect site.
- Contract pricing is for one (1) year with the option to renew for two (2) additional one (1) year terms, after an annual review. Hamilton County Sheriff's Office may cancel contract with one (1) month notice if dissatisfied with maintenance, repair, or disposal service. A replacement or substitute compactor is to be installed, if the unit is out of operation for more than 24 hours.
- Disposal will be on an on call basis until a schedule can be set.
- Weekly service with two (2) pickups per week.
- Please contact Sgt. Slaughter (423)209-7131 with questions. Email: [tslaughter@hcsheriff.gov](mailto:tslaughter@hcsheriff.gov)  
Alternate Contact: Captain Swope (423)209-7087  
Hamilton County Purchasing: Linda Chumbler 209-6350 or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov)
- Delivery and set-up of compactor to be included in bid pricing.

Bid#0715-015: Self-contained Compactor  
Hamilton County, TN

BID SPECIFICATION SUMMARY

Self contained compactor and disposal services for Hamilton County Sheriff Office  
Weekly service with two (2) pickups per week  
One (1) year contract with two (2) year option to renew contract

Location: Hamilton County Justice Bldg. (Sally Port Door)  
601 Walnut St.  
Chattanooga, TN 37402

COST SUMMARY

Equipment rental charge: Per Month: \_\_\_\_\_

Charge per haul includes removal/replacement & State tipping fee:  
(Average hauls per year: 104 hauls)

Price per Haul charge: \_\_\_\_\_

Disposal fee (per ton on each haul) at landfill:  
(Average per year tonnage: 400 tons)

Per Ton: \_\_\_\_\_

Alternates:

Odor Control system

Per Month: \_\_\_\_\_

Steam clean unit

Per Month: \_\_\_\_\_

**Submit two (2) copies with your bid.**

Company: \_\_\_\_\_

Submitted by: \_\_\_\_\_

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

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

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

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

Bid#0715-015: Self-contained Compactor  
Hamilton County, TN

**AUTHORIZATION TO BIND**

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

\_\_\_\_\_  
Authorized Signature

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
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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*.
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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.
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**Solicitation - Log**

7/30/2015 8:57 AM Eastern

Solicitation Title: Self-Contained Compactor

Number: 0715-015

Bids Due: 8/11/2015 11:00:00 AM Eastern

Status: Open

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

Message Summary

Message Detail

Document Detail

**Message Summary**

export



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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>
7/30/2015 8:57:15AM	Eastern	Linda Chumbler	<a href="#">0715-015 - Self- Contained Compactor</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	603	0

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**Please run the attached ad on July 30, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) Self-contained Compactor and disposal services will be opened at 11:00 AM (ET) on August 11, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Self-Contained Compactor  
 August 11, 2015

Sheriff's Dept.  
 11:00 A.M.

Vendors:	Tennessee	Waste	Waste	BFI Waste
	Waste Haulers	Services of	Connection	Services LLC dba
	(HC)	Tennessee	of Tenn.	Allied Waste Services
		(HC)		of Chattanooga
				(HC)
Monthly Rental:	\$175.00	\$210.00	\$295.00	\$356.00
Charge per haul:	\$78.00	\$84.75	\$155.00	\$110.00
Disposal Fee @ Landfill:	\$28.00	\$26.50	\$39.00	\$30.00
Odor Control per month:	N/C	\$30.00	\$55.00	\$35.00
Steam clean unit:	\$35.00	\$50.00	\$275.00	\$100.00
				\$250.00 Install Fee
Delivery:	as required	30 days	8/11/2015	9/7/2015

Request For Bids:	
Newspaper Ad:	7/30/2015
Vendor Notification:	603
Vendor Response:	4
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 915-3

**A RESOLUTION TO ACCEPT A CONTINUATION CONTRACT BETWEEN THE SHERIFF’S OFFICE AND THE STATE OF TENNESSEE’S DEPARTMENT OF HUMAN SERVICES FOR A CHILD SUPPORT PROGRAM FOR THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016.**

**WHEREAS**, the Tennessee Department of Human Services established a Child Support Program to comply with the requirements of the Title IV-D of the Social Security Act, as enacted by Congress in 1973;

**WHEREAS**, the Tennessee Department of Human Services is entering into a contract with the Sheriff’s Office for performing service of all IV-D related process papers and attachments properly issued by Tennessee Judicial Authorities; and

**WHEREAS**, the Tennessee Department of Human Services has agreed to pay \$205,101 (or 66%) of the total cost of \$310,759; and

**WHEREAS**, the Sheriff’s Office has already budgeted for it’s required match of \$105,658 (or 34%) of the total cost of \$310,759.

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

The contract is approved and accepted between the Sheriff’s Office and the State of Tennessee.

**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

September 2, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 915-4

A RESOLUTION ACCEPTING THE BID OF DIVERS SUPPLY, INC. FOR SURFACE SUPPLIED AIR EQUIPMENT AMOUNTING TO \$29,584.81 FOR THE SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for surface supplied air equipment for the Sheriff's Office; and,

WHEREAS, the bid from Divers Supply, Inc. amounting to \$29,584.81 was the considered to be the lowest and best bid received; and,

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

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

That the bid from Divers Supply, Inc. for surface supplied air equipment amounting to \$29,584.81 for the Sheriff's Office is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

\_\_\_\_\_  
Date

**SURFACE SUPPLIED AIR EQUIPMENT  
SPECIFICATIONS**

**Hamilton County, Tennessee is soliciting bids for Surface Supplied Air Equipment as per specifications. The intent of this bid is to obtain a fully operational system with communications systems, to perform dive tasks with two divers on surface supplied air. The Sheriff's Office has Scuba cylinders (45 cu.ft.), regulators and pressure gauges as part of the dive locker at present. This system should be ready to put into operations when delivered. The attached specifications (see bid response form) have been written to define the minimum acceptable standards allowed for this bid. The County will only consider bids that meet or exceed these specifications.**

**Include manufacturer's warranty information. Please note any exceptions to the specifications.**

**Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on August 11, 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# 0715-014: Surface Supplied Air Equipment". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

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

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0715-014: Surface Supplied Air Equipment from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Bid# 0715-014: Surface Supplied Air Equipment  
Hamilton County, Tennessee

**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 Lt. Chuck Gaston, Hamilton County Sheriff's Office, at (423) 209-8875 or [cgaston@hcsheriff.gov](mailto:cgaston@hcsheriff.gov) .

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

**Delivery**

Bid pricing to include shipping/delivery to: Lt. Chuck Gaston  
Hamilton County Sheriff's Office  
Criminal Investigations Division  
6233 Dayton Blvd.  
Hixson, TN 37343

### 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

Bid#0715-014 Surface Supplied Air Equipment  
Hamilton County, TN

Qty	Item	General Description	Price
2	Kirby Morgan KM97 w/ MWPC including neck ring assembly large neoprene stainless steel and helmet insert (snoopy)	Dive Helmet Stainless Steel	
2	Miller Diving Easy Lift Harness (Blue Large)	Dive Harness	
1	KMACS 5 W/ RADIO/ SHUTOFF VALVE	Surface supplied air control station	
2	250' Diving Umbilicals 3 member twisted set up with female WPC, to include the following: 3/8" ID divers air hose, 1/4" ID Pneumo hose(extra 1 ft. top side & divers end), Comms/strength cable(extra 5 ft. top side & extra 1 ft. divers end), O2 brass barb fitting attached w/double bandit clamps (air hose), #6 jic brass barb fitting attached w/double bandit clamps(air hose), #4 jic brass reusable fitting(Pneumo hose top side), Red & black double banana plugs(comm. cable topside), female RMG 4 pin waterproof connector(comm. cable divers end), sealant rack to install female RMG connector(comm. cable divers end, D-ring & snap shackle (set back 54" at divers end), D- ring only (set back 7-ft top side , dust caps for divers air hose & dummy plug for female RMG connector, hydro pull test (including serial number , test tag and certificate)	Diving Umbilicals- 250' Length	
1	Deck Whip 3/8-24 #8 Jic 8ft	EGS Whip	
5	Overpressure Relief Valve	Overpressure Relief Valve	
2	QD Whip Shut off Brass 42"	Connects EGS to Helmet	
4	Grip Lock Tank Band	Attaches to Miller Harness for bailout	
2	DUI weight belt - Weight & Trim Classic Large	DUI weight belt	
1	DSI 300-150 Mainifold Block w=w/9/16 O2	Manifold conector for EXO Mask	
1	DC SLP 16 SLP HOSE, 16"	DC SLP 16" HOSE	
1	DC LP6FS4MP10 LP HOSE, 9/16-18 + 1/4 Mpt, 10"	DC LP6FS4MP10 LP HOSE, 9/16-18 + 1/4 Mpt, 10"	
1	PA BH2-61 QD_Plug_1/4" Fpt_Brass	PA BH2-61 QD_Plug_1/4" Fpt_Brass	
		<b>Total Price:</b>	\$



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

- 22. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
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- 25. NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
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**Solicitation - Log**

7/30/2015 8:47 AM Eastern

Solicitation Title: Surface Supplied Air Equipment  
 Number: 0715-014  
 Bids Due: 8/11/2015 10:30:00 AM Eastern  
 Status: Open

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

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<b>Message Summary</b>		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/30/2015 8:47:16AM	Eastern	Linda Chumbler	<a href="#">0715-014 - Surface Supplied Air Equipment</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	223	0

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**Please run the attached ad on July 30, 2015, in the legal notices.**

**LEGAL NOTICE**

Bids for Surface Supplied Air Equipment will be opened at 10:30 AM (ET) on August 11, 2015, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Gail B. Roppo**  
Director of Purchasing



Surface Supplied Air Equipment  
Sheriff's Office  
August 11, 2015 10:30 A.M.

Vendors:	Divers Supply	Deca
	Inc.	Diving
Total Bid Price:	\$29,584.81	\$29,996.30
Delivery:	3-4 weeks	2-3 weeks
Terms:	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	7/30/2015
Vendor Notification:	223
Vendor Response:	2
Budgeted:	Port Security Grant



# Hamilton County Board of Commissioners RESOLUTION

No. 915-5

A RESOLUTION APPROVING THE EXPENDITURE OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) FROM GENERAL FUND DISCRETIONARY MONIES (AS ALLOTTED TO DISTRICT SIX) TO ASSIST THE TOWN OF LOOKOUT MOUNTAIN WITH THE RENOVATION OF THEIR PAVILION AND PICNIC AREA.

WHEREAS, the Town of Lookout Mountain is in need of renovating their pavilion and picnic area;  
and

WHEREAS, County Commissioner Joe Graham has expressed a desire to use Twelve Thousand Five Hundred Dollars (\$12,500.00) of General Fund discretionary monies allotted to District Six to assist with the 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 Twelve Thousand Five Hundred Dollars (\$12,500.00) from General Fund discretionary monies (as allotted to District Six) be approved to assist with the renovation of the Town of Lookout Mountain's pavilion and picnic area.

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

September 2, 2015

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 915-6

A RESOLUTION APPROVING THE EXPENDITURE OF SIX THOUSAND TWENTY SEVEN DOLLARS (\$6,027.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT TWO) TO ASSIST WITH THE COST OF A PARKING LOT FOR THE INDOOR BATTING FACILITY AT SIGNAL MOUNTAIN MIDDLE/HIGH SCHOOL.

WHEREAS, Signal Mountain Middle/High School had a need for a parking lot to support their indoor batting facility; and

WHEREAS, County Commissioner James Fields has expressed his desire to use Six Thousand Twenty Seven Dollars (\$6,027.00) from Discretionary Bond Funds allotted to District Two to assist with the cost of the parking lot; 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 Six Thousand Twenty Seven Dollars (\$6,027.00) from Discretionary Bond Funds allotted to District Two be approved to assist with the cost of a parking lot for the indoor batting facility at Signal Mountain Middle/High School.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 915-7

A RESOLUTION APPROVING THE EXPENDITURE OF FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS (\$4,960.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT TWO) TO ASSIST WITH A CEILING REPLACEMENT ON PROPERTY OWNED BY THE TOWN OF WALDEN.

WHEREAS, the McCoy farmhouse, owned by the Town of Walden and used for community recreation, is in need of renovation; and

WHEREAS, County Commissioner James Fields has expressed a desire to use Four Thousand Nine Hundred Sixty Dollars (\$4,960.00) from Discretionary Bond Funds allotted to District Two to cover the cost of a ceiling replacement at the farmhouse; 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 Four Thousand Nine Hundred Sixty Dollars (\$4,960.00) from Discretionary Bond Funds (as allotted to District Two) be approved to cover the cost of a ceiling replacement at the McCoy farmhouse, owned by the Town of Walden.

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

September 2, 2015

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 915-9

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

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

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

WHEREAS, Commissioner Greg Beck has expressed a desire to allocate Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Five, 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 Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Five, 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

September 2, 2015

\_\_\_\_\_

Date

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

Department of the Treasury  
Internal Revenue Service

Do not enter Social Security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Open to Public Inspection

**A** For the 2013 calendar year, or tax year beginning **AUG 1, 2013** and ending **JUL 31, 2014**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Terminated  
 Amended return  
 Application pending

**C** Name of organization: **GIRLS INCORPORATED OF CHATTANOOGA**  
 Doing Business As: \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **709 SOUTH GREENWOOD AVENUE**  
 City or town, state or province, country, and ZIP or foreign postal code: **CHATTANOOGA, TN 37404**

**D** Employer identification number: **62-0647145**

**E** Telephone number: **(423) 624-4757**

**G** Gross receipts \$: **935,818.**

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

**H(c)** Group exemption number: \_\_\_\_\_

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

**J** Website: **WWW.GIRLSINCOFCHATT.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **1961** **M** State of legal domicile: **TN**

**Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities	<b>TO INSPIRE AND EQUIP ALL GIRLS TO BE STRONG, SMART, AND BOLD -- HEALTHY, EDUCATED, AND INDEPENDENT</b>	
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	15
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	15
	5	Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5	44
	6	Total number of volunteers (estimate if necessary)	6	125
	7	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	198,398.	801,311.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	21,905.	33,834.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	2,265.	24,687.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	-494.	43,566.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	222,074.	903,398.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	161,997.	660,023.
	b	Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	136,725.	
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	91,367.	255,432.
	19	Revenue less expenses. Subtract line 18 from line 12	253,364.	915,455.
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	-31,290.	-12,057.
	21	Total liabilities (Part X, line 26)	Beginning of Current Year	End of Year
	22	Net assets or fund balances. Subtract line 21 from line 20	585,028.	588,314.
		252,633.	59,772.	
		332,395.	528,542.	

**Part II Signature Block**

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

Signature of officer: *Bea Lurie* Date: **12/14/14**  
**BEA LURIE, PRESIDENT / CEO**  
 Type or print name and title

Print/Type preparer's name: **PAUL JOHNSON III, CPA** Preparer's signature: *Paul Johnson III, CPA* Date: **12/15/14** Check  self-employed PTIN: **P00932002**  
 Firm's name: **JOHNSON, MURPHEY & WRIGHT, P.C.** Firm's EIN: **62-1093134**  
 Firm's address: **301 NORTH MARKET STREET CHATTANOOGA, TN 37405** Phone no.: **(423) 756-1170**

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

SCANNED DEC 30 2014



## Hamilton County Board of Commissioners RESOLUTION

No. 915-10

A RESOLUTION MAKING AN APPROPRIATION TO CHATTANOOGA BALLETT, INC., IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,750.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT EIGHT.

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

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

WHEREAS, Commissioner Tim Boyd has expressed a desire to allocate One Thousand Seven Hundred Fifty Dollars (\$1,750.00) from General Fund discretionary monies (as allotted to District Eight) to Chattanooga Ballet, Inc., to assist with costumes for the Nutcracker Ballet; 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 Seven Hundred Fifty Dollars (\$1,750.00) from General Fund discretionary monies be appropriated to Chattanooga Ballet, Inc., to assist with costumes for the Nutcracker Ballet.

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

September 2, 2015

---

Date

Form **990**  
 Department of the Treasury  
 Internal Revenue Service

**Return of Organization Exempt From Income Tax**

OMB No 1545-0047

**2013**

**Open to Public Inspection**

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

Do not enter Social Security numbers on this form as it may be made public. By law, the IRS generally cannot redact the information on the form.  
 Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990)

**A For the 2013 calendar year, or tax year beginning 06-01-2013, 2013, and ending 05-31-2014**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization THE CHATTANOOGA BALLET  Doing Business As	<b>D</b> Employer identification number 23-7247009
	Number and street (or P O box if mail is not delivered to street address) Room/suite PO BOX 6175	<b>E</b> Telephone number (423) 265-0617
	City or town, state or province, country, and ZIP or foreign postal code CHATTANOOGA, TN 37401	<b>G</b> Gross receipts \$ 425,889
	<b>F</b> Name and address of principal officer DAVID BINDER PO BOX 6175 CHATTANOOGA, TN 37401	<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list (see instructions)
<b>I</b> Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no ) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	<b>J</b> Website: WWW.CHATTANOOGABALLET.NET	
<b>K</b> Form of organization <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other	<b>L</b> Year of formation 1975	<b>M</b> State of legal domicile TN

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities TO PROVIDE QUALITY DANCE PERFORMANCES AND EDUCATION TO PEOPLE OF ALL AGES																								
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**Part II Signature Block**

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

<b>Sign Here</b>	***** Signature of officer	2014-09-25 Date
	DAVID BINDER, TREASURER Type or print name and title	

<b>Paid Preparer Use Only</b>	Print/Type preparer's name STEPHANIE C FITCH	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P01330047
	Firm's name WILKINS CREWS & ASSOCIATES PC	Firm's EIN 20-3250784		Phone no (423) 266-5177	
	Firm's address 430 CHESTNUT STREET FOURTH FLOOR CHATTANOOGA, TN 37402				

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

Department of the Treasury  
Internal Revenue Service  
Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077552417  
Feb. 24, 2012 LTR 4168C 0  
23-7247009 000000 00  
00032923  
BODC: TE

CHATTANOOGA BALLET INC  
% CATHY EAGER  
PO BOX 6175  
CHATTANOOGA TN 37401-6175



8039

Employer Identification Number: 23-7247009  
Person to Contact: Dee Anna Jarmon  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 08, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1977.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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

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



## Hamilton County Board of Commissioners

# RESOLUTION

No. 915-11

A RESOLUTION MAKING AN APPROPRIATION TO SCULPTURE FIELDS AT MONTAGUE PARK IN THE AMOUNT OF SIX THOUSAND DOLLARS (\$6,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT EIGHT.

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

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

WHEREAS, Sculpture Fields at Montague Park is erecting a sculpture commemorating the servicemen who lost their lives on July 16, 2015, at the Naval Reserve Center on Amnicola Highway in Chattanooga; and

WHEREAS, Commissioner Tim Boyd has expressed a desire to allocate Six Thousand Dollars (\$6,000.00) from General Fund discretionary monies, as allotted to District Eight, to assist with the purchase of materials for the sculpture; 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) from General Fund discretionary monies, as allotted to District Eight, be appropriated to Sculpture Fields at Montague Park to assist with the purchase of materials for a sculpture commemorating the servicemen who lost their lives on July 16, 2015, at the Naval Reserve Center on Amnicola Highway in Chattanooga.

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

September 2, 2015

\_\_\_\_\_

Date

# Return of Organization Exempt From Income Tax

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

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

Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

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

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>SCULPTURE FIELDS AT MONTAGUE PARK</b>		<b>D</b> Employer identification number <b>45-3244453</b>
	Doing business as		
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite	<b>E</b> Telephone number <b>423-266-7288</b>	
	City or town, state or province, country, and ZIP or foreign postal code <b>CHATTANOOGA, TN 37408</b>		
<b>F</b> Name and address of principal officer: <b>WILLIAM OVEREND</b> <b>1100 EAST 16TH STREET, CHATTANOOGA, TN 3740</b>			<b>G</b> Gross receipts \$ <b>501,401.</b>
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>J</b> Website: <b>SCULPTUREIELDS.ORG</b>			<b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No if "No," attach a list. (see instructions)
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			<b>H(c)</b> Group exemption number
<b>L</b> Year of formation: <b>2012</b>			<b>M</b> State of legal domicile: <b>TN</b>

Part I Summary		Prior Year	Current Year
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <b>THE ORGANIZATION WAS CREATED IN 2012 AND IS IN THE PROCESS OF DEVELOPING A SCULPTURE PARK. LAND HAS</b>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	13
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	13
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	0
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	66,958.	479,559.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	7,878.	7,809.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	74,836.	487,368.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	13,463.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25)	448.	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	70,087.	40,027.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	83,550.	40,027.
19 Revenue less expenses. Subtract line 18 from line 12	-8,714.	447,341.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 12,070.	End of Year 559,411.
	21 Total liabilities (Part X, line 26)	0.	100,000.
	22 Net assets or fund balances. Subtract line 21 from line 20	12,070.	459,411.

**Part II Signature Block**

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

<b>Sign Here</b>	Signature of officer	Date			
	<b>WILLIAM OVEREND, TREASURER</b> Type or print name and title				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>JOHN E. HENEGAR</b>	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN <b>P00411898</b>
	Firm's name <b>ELLIOTT DAVIS DECOSIMO, LLC / PLLC</b>	Firm's EIN <b>57-0381582</b>	Phone no. <b>423-756-7100</b>		

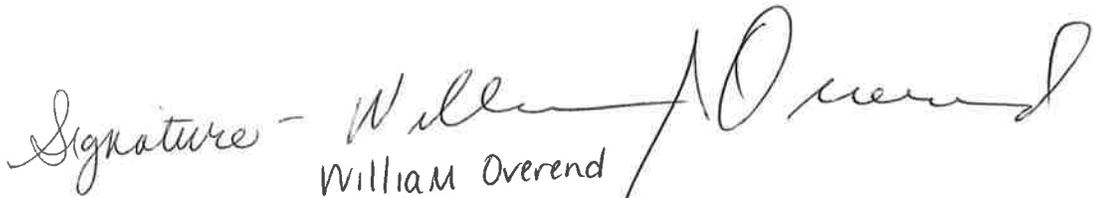
May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

## Sculpture Fields at Montague Park

## Balance Sheet

As of August 13, 2015

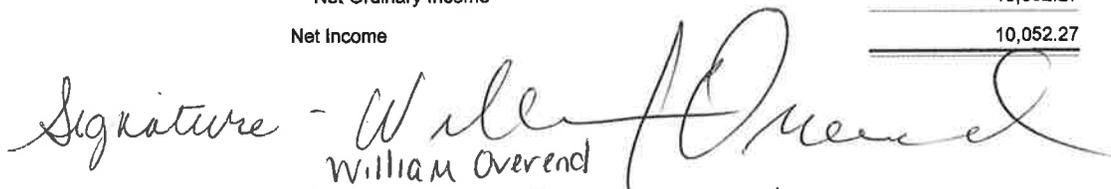
	Aug 13, 15
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1100 First Tennessee Operating	784.02
1200 First Tennessee Capital	6,905.13
CBC-tax account	-1,315.50
CBC - Payroll	1,315.50
Total Checking/Savings	7,689.15
Total Current Assets	7,689.15
Fixed Assets	
1500 · Leashold Improvement	3,640.00
1510 · A/D for Leasehold Improvements	-790.00
1515 · Land Improvements	429,923.25
Total Fixed Assets	432,773.25
<b>TOTAL ASSETS</b>	<b>440,462.40</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3100 · See Rock City, Inc. loan	50,000.00
Total Other Current Liabilities	50,000.00
Total Current Liabilities	50,000.00
Total Liabilities	50,000.00
Equity	
3900 · Retained Earnings	380,410.13
Net Income	10,052.27
Total Equity	390,462.40
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>440,462.40</b>

Signature -   
 William Overend

Title - Treasurer, Sculpture Fields at Montague Park

Date - 8/13/2015

	<u>Jan 1 - Aug 13, 15</u>
Ordinary Income/Expense	
Income	
4340 - Direct Public Support	
4345 - Board Member Contributio	7,279.20
4341 - Corporate Contributions	1,464.00
4343 - Individual Contributions	23,401.00
4347 - Phase I Contributions	149,982.48
	<u>182,126.68</u>
Total 4340 - Direct Public Support	182,126.68
Total Income	182,126.68
Expense	
5001 - Bank service charge	68.09
5006 - Administrative Fees	322.25
5010 - Auto - Parking, gas, taxi	197.16
5020 - Business Meals	119.50
5045 - Contract Services	26,968.90
5050 - Insurance - General Liability	941.00
5051 - Insurance - Fine arts Policy	740.00
5052 - Insurance - Directors & Officer	900.00
5055 - Credit Card fee	9.30
5065 - Phase I Expenses	
5066 - Phase I material	10,579.19
5067 - Phase I Equipment Rental	26,935.95
5068 - Phase I Marketing	741.68
5069 - Phase I Professional Services	11,810.38
5070 - Phase I Trucking	74,392.50
5065 - Phase I Expenses - Other	8,721.97
	<u>133,181.67</u>
Total 5065 - Phase I Expenses	133,181.67
5100 - Fundraising	
5102 - Events	4,062.00
5103 - Annual letter campaign	987.25
5100 - Fundraising - Other	99.00
	<u>5,148.25</u>
Total 5100 - Fundraising	5,148.25
5110 - Marketing	1,960.89
5150 - Operations	
5155 - Postage, Mailing Service	100.42
5156 - Printing and Copying	362.53
5160 - Supplies	415.03
5150 - Operations - Other	39.80
	<u>917.78</u>
Total 5150 - Operations	917.78
5165 - Leasehold annual fee	1.00
5180 - Membership Fees	80.00
5270 - Travel and Meetings	
5271 - Conference, Convention, Meeting	348.45
5270 - Travel and Meetings - Other	170.17
	<u>518.62</u>
Total 5270 - Travel and Meetings	518.62
Total Expense	<u>172,074.41</u>
Net Ordinary Income	10,052.27
Net Income	<u>10,052.27</u>

Signature -   
 William Overend

Title - Treasurer, Sculpture Fields at Montague Park

Date - 8/13/2015

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

DEPARTMENT OF THE TREASURY

Date:

AUG 24 2012

SCULPTURE FIELDS AT MONTAGUE PARK  
C/O CATHERINE CLIFFORD  
1100 E 16TH ST  
CHATTANOOGA, TN 37408

Employer Identification Number:  
45-3244453

DLN:  
.17053163331032

Contact Person:  
ROGER W VANCE ID# 31173

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
170(b)(1)(A)(vi)

Form 990 Required:  
Yes

Effective Date of Exemption:  
August 19, 2011

Contribution Deductibility:  
Yes

Addendum Applies:  
No

Dear Applicant:

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

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

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

SCULPTURE FIELDS AT MONTAGUE PARK

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script that reads "Holly O. Paz".

Holly O. Paz  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC



## Hamilton County Board of Commissioners RESOLUTION

No. 915-12

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JULY 1, 2015, THROUGH JULY 31, 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 July 1, 2015, through July 31, 2015.

July 2, 2015, \$13,884.42 for 7,428 gallons of diesel fuel at 1.8692 per gallon from Pilot Travel Centers, LLC.

July 2, 2015, \$14,015.27 for 7,498 gallons of diesel fuel at 1.8692 per gallon from Pilot Travel Centers, LLC.

July 6, 2015, \$14,524.41 for 7,378 gallons of E10 gasoline at 1.968611 per gallon from Parman Products, LLC.

July 6, 2015, \$13,860.85 for 7,435 gallons of diesel fuel at 1.86427 per gallon from Parman Products, LLC.

July 7, 2015, \$2024.10 for 900 gallons of regular unleaded gasoline at 2.2490 per gallon from Jat Oil and Supply, Inc.

July 7, 2015, \$378.00 for 200 gallons of diesel fuel at 1.8900 per gallon from Jat Oil and Supply, Inc.

July 7, 2015, \$899.60 for 400 gallons of regular unleaded gasoline at 2.2490 per gallon from Jat Oil and Supply, Inc.

July 7, 2015, \$399.16 for 191 gallons of E-10 gasoline at 2.08984 per gallon from Jat Oil and Supply, Inc.

July 7, 2015, \$522.51 for 250 gallons of diesel fuel at 2.09004 per gallon from Jat Oil and Supply, Inc.

July 14, 2015, \$14,851.52 for 8,359 gallons of E-10 gasoline at 1.77671 per gallon from Jat Oil and Supply, Inc.

July 14, 2015, \$1,641.50 for 700 gallons of regular unleaded gasoline at 2.3450 per gallon from Collins Oil Company, Inc.

July 22, 2015, \$7,053.30 for 3,444 gallons of regular unleaded gasoline at 2.0479965 per gallon from Jat Oil and Supply, Inc.

July 23, 2015, \$12,496.41 for 7,412 gallons of diesel fuel at 1.68597 per gallon from Parman Lubricants.

July 24, 2015, \$12,668.96 for 7,673 gallons of E-10 gasoline at 1.651109 per gallon from Parman Lubricants.

July 27, 2015, \$13,740.60 for 8,359 gallons of E-10 gasoline at 1.643809 per gallon from Jat Oil and Supply, Inc.

July 31, 2015, \$2,062.30 for 1,006 gallons of regular unleaded gasoline at 2.0500 per gallon from Jat Oil and Supply, Inc.

July 31, 2015, \$12,902.83 for 7,818 gallons of E-10 gasoline at 1.6504 per gallon from Sweetwater Valley Oil Co., 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

September 2, 2015

\_\_\_\_\_

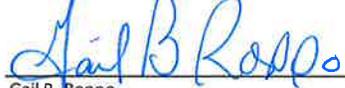
Date

Date: 7/2/2015 7/2/2015 7/6/2015 7/6/2015 7/7/2015 7/7/2015 7/7/2015 7/14/2015 7/14/2015 7/22/2015 7/23/2015 7/24/2015 7/27/2015 7/31/2015 7/31/2015

Location Silverdale White Oak White Oak Sheriff's Sub-Station Riverpark Riverpark Walden's Ridge Sheriff's Sub-Station ESNP CFP Maintenance Silverdale Career Lane White Oak Riverpark Silverdale

	7/2/2015	7/2/2015	7/6/2015	7/6/2015	7/7/2015	7/7/2015	7/7/2015	7/14/2015	7/14/2015	7/22/2015	7/23/2015	7/24/2015	7/27/2015	7/31/2015	7/31/2015
<b>Sweetwater (HC)</b>															
Gasoline					\$2.3339	\$2.8071				\$2.3908	\$2.1829			\$2.1164	
E-10 Gasoline			\$1.9929				\$2.4172	\$1.7969				\$1.6629	\$1.6654		\$1.6504
Diesel	\$1.9009	\$1.9009		\$1.8834	No quote		\$2.2950				\$1.7583				
Bio Diesel															
<b>Jat Oil (HC)</b>															
Gasoline					\$2.2490	\$2.2490				\$2.3500	\$2.0479965			\$2.0500	
E-10 Gasoline			\$1.9990				\$2.08984	\$1.77671				\$1.65300	\$1.643809		\$1.67400
Diesel	\$1.8730	\$1.8730		\$1.8900	\$1.8900		\$2.09004				\$1.69200				
Bio Diesel															
<b>Collins Oil</b>															
Gasoline					\$2.3275	\$2.3275				\$2.3450	\$2.2285			\$2.2335	
E-10 Gasoline			\$2.0165				No quote	\$1.8090				No quote	\$1.6849		\$1.6835
Diesel	No quote	No quote		\$1.9085	\$2.0885		No quote				\$1.7250				
Bio Diesel															
<b>Mansfield</b>															
Gasoline					No quote	No quote				No quote	No quote			No quote	
E-10 Gasoline			No quote				No quote	No quote				\$1.6659	\$1.6710		\$1.6940
Diesel	\$1.9178	\$1.9178		No quote			No quote				\$1.7120				
Bio Diesel															
<b>Rogers Petroleum</b>															
Gasoline					No quote	No quote				No quote	No quote			No quote	
E-10 Gasoline			No quote				No quote	No quote				No quote	No quote		No quote
Diesel	No quote	No quote		No quote			No quote				No quote				
Bio Diesel															
<b>Parman (HC)</b>															
Gasoline					No quote	No quote				No quote	No quote			No quote	
E-10 Gasoline			\$1.968611				No quote	\$1.77761				\$1.651109	\$1.6579		\$1.6827
Diesel	\$1.8698	\$1.8698		\$1.86427			No quote				\$1.68597				
Bio Diesel															
<b>Pilot Travel</b>															
Gasoline					No quote	No quote				No quote	\$2.1736			\$3.0836	
E-10 Gasoline			\$2.0034				No quote	\$1.8073					\$1.6802		\$1.6953
Diesel	\$1.8692	\$1.8692		\$1.8904			No quote				\$1.7154				
Bio Diesel															
<b>Lykins Energy</b>															
Gasoline					No quote	No quote				No quote	\$2.0594			No quote	
E-10 Gasoline			\$1.9963				No quote	\$1.7884					\$1.6543		\$1.6867
Diesel	\$1.8739	\$1.8739		\$1.87810			No quote				\$1.7044				
Bio Diesel															
Gasoline															

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 JULY 1, 2015 THROUGH JULY 31, 2015

  
 Gail B. Roppo  
 Director of Purchasing

<b>Unleaded Gasoline</b>	<b>July 2015</b>	<b>YTD</b>
Gallons Purchased	6,450	
Total Cost	\$13,680.80	
Average Cost/Gallon	\$2.1211	
<b>E-10</b>		
Gallons Purchased	39,778	
Total Cost	\$69,087.48	
Average Cost/Gallon	\$1.7368	
<b>Diesel</b>		
Gallons Purchased	30,223	
Total Cost	\$55,157.45	
Average Cost/Gallon	\$1.8250	



# Hamilton County Board of Commissioners RESOLUTION

No. 915-13

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT IN THE AMOUNT OF \$8,010.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE EMERGENCY DENTAL CARE FOR UNINSURED ADULTS AGES 19 – 64 YEARS FOR THE TIME PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016.

**WHEREAS,** poor oral health has been linked to detrimental chronic health conditions; and

**WHEREAS,** many adults are without adequate dental insurance to cover the expense of emergency dental care; and

**WHEREAS,** the State has identified funds to provide support for adult emergency dental care in certain health facilities in Tennessee; and

**WHEREAS,** this program and services is for the health and well-being of the citizens of Hamilton County.

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

That the County Mayor be authorized to sign the attached contract in the amount of \$8,010.00 for the time period of July 1, 2015 to June 30, 2016.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

\_\_\_\_\_  
Date



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2015	<b>End Date</b> June 30, 2016	<b>Agency Tracking #</b> 34352-25216	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT			<b>Edison Vendor ID</b> 4208		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # N/A</b>			
		<b>Grantee's fiscal year end- JUNE 30</b>			
<b>Service Caption (one line only)</b> PROVISION OF HEALTH CARE SAFETY NET EMERGENCY DENTAL SERVICES FOR UNINSURED ADULT TENNESSEANS AGES 19-64					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2016	\$8,010				\$8,010
<b>TOTAL:</b>	\$8,010				\$8,010
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection		N/A			
<input checked="" type="checkbox"/> Non-competitive Selection		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> HL00012145		<b>Account Code (optional)</b> 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of health care safety net emergency dental services for uninsured adult Tennesseans ages nineteen (19) through sixty-four (64), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. Dental Extraction - means the removal of a tooth from its socket in the bone.
  - b. Adult - means an individual, nineteen (19) through sixty-four (64) years of age.
  - c. Unduplicated Uninsured Adult Patient - means a patient is counted only once for each type of service, even if patient received services on multiple occasions during the grant period.
  - d. Sliding Scale - means the rates charged to an uninsured adult on the basis of 42 U.S.C. § 254b(k)(3)(G) and 42 C.F.R. § 51c.303(f).
- A.3. Service Goals. To provide adult emergency dental services to uninsured adult Tennesseans nineteen (19) through sixty-four (64) years of age.
- A.4. Service Recipients. Service Recipients shall be uninsured and under-insured adult Tennesseans nineteen (19) through sixty-four (64) years of age.
- A.5. Service Description.
- a. The Grantee agrees to provide Health Care Safety Net Adult Emergency Dental Services, including, but not limited to, performing an estimated Two Hundred Sixty Seven (267) dental extractions to uninsured adult Tennesseans nineteen (19) through sixty-four (64) years of age.
  - b. To provide health care Safety Net Adult Emergency Dental Services to uninsured adults in Tennessee according to a sliding scale, free of charge, or at a flat rate charge;
  - c. To provide the same standard of care to uninsured adults as is currently provided to the Grantee's other patients.
- A.6. Service Reporting. The Grantee shall submit to the State a report (in the form of Attachment 1) indicating the number of actual unduplicated uninsured adult patients and actual uninsured adult extractions. Reports shall be due as follows:

Reporting Period

Due Date

July 1, 2015 - September 30, 2015  
October 1, 2015 – December 31, 2015

October 15, 2015  
January 15, 2016

January 1, 2016– March 31, 2016  
April 1, 2016 – June 30, 2016

April 15, 2016  
July 15, 2016

- A.7. Annual Program Report. The Grantee shall submit to the State an Annual Program Summary Report, three (3) months after Grant Contract expiration (Attachment 5) for use in compliance with requirements of Clause D.18.
- A.8. Service Deliverables. The Grantee deliverable item is from the Grantee's Scope of Services A.6. and A.7.

Deliverables	Contract Section	Delivery Date	Due to Whom	Requested Format
Submit Quarterly Reports	A.6.	October 15, 2015 January 15, 2016 April 15, 2016 July 15, 2016	Community Health Systems Section	Original hardcopy- Attachment 1 (Signed in blue Ink) via US Mail to addressee & Copy Via e-mail to addressee, Section D.8.
Submit Annual Program Summary Reports	A.7.	Not later than (3) months after Grant Contract expiration	Community Health Systems Section & Finance and Administration ("F&A").	Original hardcopy- Attachment 5 (Signed in blue Ink) via US Mail to addressee Section D.8. and (F&A) via e-mail at: <a href="mailto:fa.audit@tn.gov">fa.audit@tn.gov</a>

- A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Thousand Ten Dollars (\$8,010) ("Maximum Liability"). The Grant Budget, attached and incorporated as (Attachment 2) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Jessie Reid, PHPD  
 Community Health Systems Section  
 Division of Health Disparities  
 Tennessee Department of Health  
 2<sup>ND</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, Tennessee 37243

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

The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and a final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
  - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

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

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jessie Reid, PHPD  
 Community Health Systems Section  
 Division of Health Disparities  
 Tennessee Department of Health  
 2<sup>ND</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 E-mail Address: health.tdoh-sns@tn.gov  
 Telephone # (615) 741-0240  
 Fax # (615) 253-2100

The Grantee:

Andy Thomas, D.D.S.  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, Tennessee 37403  
 Email Address: andyt@hamiltontn.gov  
 Telephone: (423) 209-8105  
 FAX: (423) 209-8101

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

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes

and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract (Attachment 5).

- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.
- The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.
- Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing

party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

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

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

- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

**IN WITNESS WHEREOF,**

**CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:**

*Becky Barnes*

*8/19/15*

**GRANTEE SIGNATURE**

**DATE**

Becky Barnes, Administrator

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**HAMILTON COUNTY GOVERNMENT:**

**GRANTEE SIGNATURE**

**DATE**

Jim M. Coppinger, County Mayor

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

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

**DATE**

**ATTACHMENT 1**

**Report of Uninsured Adult Emergency Dental Extractions & Demographics Report:**

**For the period ending [circle date(s)]** September 30, 2015; December 31, 2015; March 31, 2016; June 30, 2016

**Grantee Name:** \_\_\_\_\_

**Uninsured Adult Extractions:**

\_\_\_\_\_ \*

**Unduplicated Uninsured Adult Patients:** \_\_\_\_\_ \*

**Notes/Definitions:**

- Adult is age 19 through 64
- A dental Extraction- means the removal of a tooth from its socket in the bone and is reimbursed \$30/tooth extracted On individuals ages 19-64
- Unduplicated Uninsured Adult Patient - means a patient is counted only once for each type of service, even if patient received services on multiple occasions during the grant period.

I certify to the best of my knowledge and belief that the data on page(s) 1 & 2 of the report is correct.

\_\_\_\_\_  
(Name and Title) (blue ink please)

\_\_\_\_\_  
(Date)

QUARTERLY PATIENT/ CUSTOMER DEMOGRAPHIC  
REPORT

<b>PATIENT/ CUSTOMER IDENTIFER</b>	<b>PERCENTAGE (%) OF TOTAL PATIENTS SERVED</b>
19-39 YRS OF AGE	
40-45 YRS. OF AGE	
55-64 YRS OF AGE	
FEMALE	
MALE	
TOBACCO USER	
OBESE	
PHYSICALLY INACTIVE	
DIABETES	
HYPERTENSION	
CHRONIC OBSTRUCTIVE PULMONARY DISEASE	
HYPERLIPIDEMIA	

**ATTACHMENT 2**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

<b>GRANTEE NAME: CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 07/01/2015 and ending 06/30/2016.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$8,010	\$0.00	\$8,010
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$8,010</b>	<b>\$0.00</b>	<b>\$8,010</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded..

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

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Allowable Award for Professional Medical Services: \$30 X 267 <b>Uninsured Adult Dental Extractions</b>	\$8,010
<b>TOTAL</b>	<b>\$8,010</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD	
FEDERAL ID#		Edison Vendor #		FROM TO	
CONTRACTING STATE AGENCY				Tennessee Department of Health	
PROGRAM AREA				CONTRACT PERIOD	
EDISON CONTRACT NUMBER				FROM TO	
OCR CONTRACT NUMBER				CONTACT PERSON/TELEPHONE NO.	
				<b>FOR CENTRAL OFFICE USE ONLY</b>	
BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD  (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	SPEEDCHART NUMBER:	
				USERCODE:	
				PROJECT ID:	
				AMOUNT:	
Salaries					
Benefits				SPEEDCHART NUMBER:	
Professional Fee/Grant & Award				USERCODE:	
Supplies				PROJECT ID:	
Telephone				AMOUNT:	
Postage & Shipping					
Occupancy				SPEEDCHART NUMBER:	
Equipment Rental & Maintenance				USERCODE:	
Printing & Publications				PROJECT ID:	
Travel/Conferences & Meetings				AMOUNT:	
Interest					
Insurance				SPEEDCHART NUMBER:	
Specific Assistance to Individuals				USERCODE:	
Depreciation				PROJECT ID:	
Other Non Personnel				AMOUNT:	
Capital Purchase					
Indirect Cost					
<b>TOTAL</b>					

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes  
These services are for  medical services  
 non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION  
FOR FISCAL USE ONLY

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT: \_\_\_\_\_ 3

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

<b>CONTRACTOR/GRANTEE</b>	<b>FEDERAL ID #</b>
<b>CONTRACTING STATE AGENCY</b>	<b>REPORT PERIOD</b>
Program #	
Contract Number	
Grant Period	
Program Name	
Service Name	

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

<b>CONTRACTOR/GRANTEE</b>	<b>FEDERAL ID #</b>
<b>CONTRACTING STATE AGENCY</b>	<b>REPORT PERIOD</b>
Program #	
Contract Number	
Grant Period	
Program Name	
Service Name	

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

**GRANTEE PROGRAM ACTIVITY SUMMARY  
REPORT- POST THREE (3) MONTH CONTRACT EXPIRATION**

GRANTEE'S NAME: \_\_\_\_\_

GRANT NUMBER: \_\_\_\_\_

GRANT PERIOD: \_\_\_\_\_

GRANT AMOUNT: \_\_\_\_\_

GRANT PROGRAM SERVICES: \_\_\_\_\_

In accordance with requirements of above referenced grant's Annual Report and Audit Clause, Clause Number D.18, **(Grantee's Name)** provided **(number of service encounters/extractions)** to uninsured adult Tennesseans 19 through 64 years of age during the term of **(Grant Number)**. Services were provided in accordance with **(Grantee's Name)** application for Healthcare Safety Net Primary Care/ Adult Emergency Dental services, which was approved for funding by the State.

**(Grantee's Name)** received a payment of (\$ \_\_\_\_\_ ) per encounter/extraction ) for each primary care medical encounter/extraction provided to uninsured adults, up to or within the grant's maximum amount of (\$ amount of Grant) as set forth in Section C.1., of the Grant. **(Grantee's Name)** was paid a total of (\$ amount paid to the Grantee ) by the Department of Health for the period **(term of Grant)**.

**OTHER INFORMATION:**

**Total patients served by Grantee- all ages / all payers**

**Total number of uninsured adults referred to clinical specialists, including physicians, nurse practitioners and others for diagnosis and / or treatment services.**

**(Insert any additional specific information the Grantee may want to include in this report on Grant activities here).**

**NOTE:** *In accepting this award your organization will be/was expected to contact the county health department in organizing or participating in primary prevention activities designed to improve the county's health status. This may/will include non clinical, community –based efforts designed to address issues such as tobacco use, obesity and physical inactivity. Please attach explanation/description of your completed activity with this report:*

\_\_\_\_\_  
Name and Signature of Grantee Authority

\_\_\_\_\_  
DATE



# Hamilton County Board of Commissioners RESOLUTION

No. 915-14

A RESOLUTION ACCEPTING THE BIDS OF TALLEY CONSTRUCTION COMPANY, INC. dba SOUTHEASTERN MATERIALS, INC., HUDSON MATERIALS COMPANY, BLACKLIDGE EMULSIONS, INC., DUNLAP STONE, INC. AND HIWASSEE PAVING, LLC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2015, THROUGH MARCH 6, 2016, FOR ASPHALT ROAD MATERIALS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

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

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

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

That the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC for six months contract pricing, beginning September 7, 2015, through March 6, 2016, for asphalt road materials for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

\_\_\_\_\_  
Date

**SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Asphalt Road Materials to be picked up by Hamilton County on an as needed basis. This contract pricing will start on September 7, 2015 through March 6, 2016.

**Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on August 7, 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# 0715-013: Asphalt Road Materials". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

*NOTE: 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 # 0715-013: Asphalt Road Materials from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

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

**Minimum Limits of Insurance**

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

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

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

**Contacts:**

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

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

**These items shall meet the Tennessee Department of Transportation Specifications.**

**NOTE: Price adjustments may be made in regards to TDOT Special Provision 109-B "Regarding Price Adjustment for Bituminous Material," based on the "Monthly Bituminous Material Index." (Basic Bituminous Material Index for this contract is \$454.55 per ton.)**

**PRICING SHEET FOR ASPHALT ROAD MATERIALS**

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

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
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.
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28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
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

7/23/2015 9:30 AM Eastern

Solicitation Title: Asphalt Road Materials  
Number: 0715-013  
Bids Due: 8/07/2015 11:00:00 AM Eastern  
Status: Open

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

Message Summary

Message Detail

Document Detail

#### Message Summary

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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>
7/23/2015 9:29:54AM	Eastern	Linda Chumbler	<a href="#">0715-013 - Asphalt Road Materials</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	58	1

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Please run the attached ad on July 23, 2015 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on August 7, 2015 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing

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Hamilton County,  
Gail B. Roppo  
Director of Purchasing

Asphalt Road Materials  
August 7, 2015

Highway Department  
11:00 A..M.

Vendors:	Talley	Hudson	Blacklidge	Dunlap	Hiwassee
	Construction dba	Materials	Emulsions	Stone	Paving, LLC
	Southeastern	(HC)		Inc.	
	Materials, Inc.				
		Picked Up/Delivered	Picked Up/Delivered		
Hot Mix 307 grading B	\$63.00	N/B	N/B	\$57.00	\$60.00
Hot Mix 307 grading C	\$61.00	N/B	N/B	\$56.00	\$60.00
Hot Mix 307 CS	\$76.00	N/B	N/B	\$65.00	\$75.00
Hot Mix 307 grading C-W (Surface)	\$62.00	N/B	N/B	\$57.00	\$63.00
Hot Mix 411 grading D	\$73.00	N/B	N/B	\$85.00	\$74.00
Hot Mix 411 "E" (Shoulder)	\$66.00	N/B	N/B	\$64.00	\$65.00
Hot Mix 411 grading E (Surface)	\$68.00	N/B	N/B	\$70.00	\$66.00
Hot Mix Curb Mix	\$90.00	N/B	N/B	\$90.00	\$85.00
Hot Mix 411 TL	\$80.00	N/B	N/B	\$70.00	\$75.00
Cold Mix	N/B	\$71.00	N/B	N/B	N/B
High Performance Cold Patch	N/B	\$71.00	N/B	N/B	N/B
AE-P	N/B	\$1.9013/\$1.9379	NB/\$2.09	N/B	N/B
CRS-2	N/B	\$1.7845/\$1.8211	\$1.74/\$1.79	N/B	N/B
SS-1	N/B	\$1.8824/\$1.9190	\$2.49/\$2.49	N/B	N/B
CQS ( per gallon)	N/B	\$2.0839/\$2.1205	N/B	N/B	N/B
CQS-1H	N/B	\$2.0839/\$2.1205	N/B/\$2.12	N/B	N/B
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
News Paper Ad:	7/23/2015
Vendor Notification:	58
Vendor Response:	5
Budgeted:	Operating



# Hamilton County Board of Commissioners

## RESOLUTION

No. 915-15

A RESOLUTION ACCEPTING THE BIDS OF MARTIN MARIETTA MATERIALS, VULCAN MATERIALS COMPANY, DUNLAP STONE, INC., AND MIDSOUTH AGGREGATES FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2015, THROUGH MARCH 6, 2016, FOR CRUSHED STONE AND SAND FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for crushed stone and sand for the Highway Department; and,

WHEREAS, the bids from Martin Marietta Materials, Vulcan Materials Company, Dunlap Stone, Inc., and Midsouth Aggregates were considered to be the lowest and best bids received; and,

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

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

That the bids of Martin Marietta Materials, Vulcan Materials Company, Dunlap Stone, Inc., and Midsouth Aggregates for six (6) months contract pricing, beginning September 7, 2015, through March 6, 2016, for crushed stone and sand for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

### CERTIFICATION OF ACTION

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

\_\_\_\_\_  
Date

**SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Crushed Stone & Sand to be picked up by Hamilton County on an as needed basis. This contract pricing will begin on September 7, 2015 through March 6, 2016.

**Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:45 a.m. (ET) on August 7, 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# 0715-012: Crushed Stone & Sand". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS**

*NOTE: 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 # 0715-012: Crushed Stone & Sand from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**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) 209-6353 or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov).**

**ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT SPECIFICATIONS.**

**ROAD MATERIALS PRICING SHEET:**

ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT SPECIFICATIONS.

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

**PARK MATERIALS:**

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

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
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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.**

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.
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**Solicitation - Log**

7/23/2015 9:26 AM Eastern

Solicitation Title: Crushed Stone & Sand  
Number: 0715-012  
Bids Due: 8/07/2015 10:45:00 AM Eastern  
Status: Open

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

Message Summary

Message Detail

Document Detail

**Message Summary**

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/23/2015 9:26:05AM	Eastern	Linda Chumbler	<a href="#">0715-012 - Crushed Stone &amp; Sand</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	87	0

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Please run the attached ad on July 23, 2015 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on August 7, 2015 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing

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Hamilton County,  
Gail B. Roppo  
Director of Purchasing

Crushed Stone & Sand  
August 7, 2015

Highway Dept.  
10:45 A.M.

Vendors:	Martin Marietta Materials (HC)	Vulcan Materials Company (HC)	Dunlap Stone, Inc.	Midsouth Aggregates (HC)
<b>Road Materials:</b>				
Crushed Stone	\$19.00	\$20.50	\$12.00	\$19.25
Manufactured Sand	\$22.75	\$24.50	N/B	\$23.50
River Sand	N/B	N/B	N/B	N/B
Natural Sand	N/B	N/B	\$11.00	N/B
Crusher Run/Pug	\$17.25	\$20.00	\$11.00	\$18.75
#4's, 57's, 7's	\$19.00	\$20.50	\$12.00	\$19.75
<b>Park Materials:</b>				
White Beach Sand	N/B	N/B	\$14.00	N/B
Pea Gravel	N/B	N/B	N/B	N/B
Rip-Rap	\$20.50	\$23.00	\$14.00	\$20.25
Terms:	Net 30	Net 15th	30 days	Net 30

Request For Bids:	
Newspaper Ad:	7/23/2015
Vendor Notifications:	87
Vendor Response:	4
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 915-16

A RESOLUTION ACCEPTING THE BIDS OF SEQUATCHIE CONCRETE SERVICE, INC., TNT CONCRETE, LLC AND LAMBCON READY MIX FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2015 THROUGH MARCH 6, 2016, FOR READY MIX CONCRETE FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

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

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

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

That the bids of Sequatchie Concrete Service, Inc., TNT Concrete, LLC and Lambcon Ready Mix for six (6) months contract pricing, beginning September 7, 2015, through March 6, 2016, for ready mix concrete for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

\_\_\_\_\_  
Date

## SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Ready Mix Concrete and Concrete Grout to be ordered as needed by Hamilton County, Tennessee. This contract pricing will begin on September 7, 2015 through March 6, 2016.

### Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on August 7, 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# 0715-011: Ready Mix Concrete". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

### **NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS**

*NOTE: 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 # 0715-011: Ready Mix Concrete from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

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) 209-6353 or [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov).

**DESCRIPTION:**

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

**Minimum Limits of Insurance**

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
  
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

Bid# 0715-011 Ready Mix Concrete  
Hamilton County, Tennessee

Pricing Sheet for Ready Mix Concrete:

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

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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



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**Solicitation - Log**

7/23/2015 9:21 AM Eastern

Solicitation Title: Ready Mix Concrete  
 Number: 0715-011  
 Bids Due: 8/07/2015 10:30:00 AM Eastern  
 Status: Open

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

Message Summary	Message Detail	Document Detail					
<p><b>Message Summary</b>    export     print </p> <p style="text-align: right;">Records Per Page <input type="text" value="10"/></p>							
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/23/2015 9:21:08AM	Eastern	Linda Chumbler	<a href="#">0715-011 - Ready Mix Concrete</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	141	2

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Please run the attached ad on July 23, 2015 in the legal notices.

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Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing

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Hamilton County,  
Gail B. Roppo  
Director of Purchasing

Ready Mix Concrete  
August 7, 2015

Highway Department  
10:30 A.M.

Vendors:	Sequatchie	TNT Concrete	Lambcon
	Concrete Service	LLC.	Ready Mix
	(HC)		(HC)
Ready Mix Concrete:			
3000 PSI	\$105.00	\$105.00	\$116.00
3000 lb. PSI w/fiber	\$110.50	\$115.00	\$121.00
4000 PSI	\$110.00	\$110.00	\$120.00
4000 lb. PSI w/fiber	\$115.50	\$120.00	\$125.00
Concrete Grout	\$105.00	\$130.00	\$139.00
Peagravel & River Sand Mix	\$135.00	\$135.00	\$142.00
Flowable Fill	\$80.00	\$80.00	\$100.00
Delivery:		upon request	48 hr notice
Terms:	Net 30	Net 30	Net 30

5 yds or less  
\$70.00 del. fee

Request For Bids:	
Newspaper Ad:	7/23/2015
Vendor Notification:	141
Vendor Response:	3
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 915-17

A RESOLUTION ACCEPTING THE BIDS OF CONTECH ENGINEERED SOLUTIONS, LLC, AND SHERMAN DIXIE CONCRETE INDUSTRIES, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2015, THROUGH MARCH 6, 2016, FOR CONCRETE AND METAL CULVERT FOR THE HIGHWAY DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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

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

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

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

That the bids of Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning September 7, 2015, through March 6, 201, for concrete and metal culvert for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

Date

## PIPE CULVERTS AND STORM SEWERS

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Concrete and Metal Culvert for the Hamilton County Highway Department and various other departments having a need for concrete or metal culvert. This contract pricing will begin on September 7, 2015 through March 6, 2016.

### **Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:15 a.m. (ET) on August 7, 2015 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with following statement "Bid# 0715-010: Concrete & Metal Culvert". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

### **NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS**

*NOTE: 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 # 0715-010: Concrete & Metal Culvert from <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

### **DESCRIPTION: SIX MONTHS PRICING**

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

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

Concrete Pipe, Reinforced  
Corrugated Metal Pipe Culverts  
and Pipe Arches

Subsection 914.2  
Subsection 915.2

### **Minimum Limits of Insurance**

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a) Premise/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
  
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
  
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

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

### **Contact Information**

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

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing

Bid# 0715-010 Concrete & Metal Culvert  
Hamilton County, Tennessee

Department, (423)209-6350.

Supplier's Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Materials will be picked up at: \_\_\_\_\_

\_\_\_\_\_

**Pricing Sheet:**

**Company Name:** \_\_\_\_\_

**Corrugated Steel Pipe - Arch:**

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

**Corrugated Steel Pipe:**

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

**Reinforced Concrete Pipe -Class III - 8' lengths**

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

Bid# 0715-010 Concrete & Metal Culvert  
Hamilton County, Tennessee

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

Reinforced Elliptical Concrete Pipe - Class III - 8' lengths

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

**PRECAST CONCRETE BOX CULVERT:**

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

### AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



**Hamilton County, Tennessee On-Line Bid Administration System**



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**Solicitation - Log**

7/23/2015 9:16 AM Eastern

Solicitation Title: Concrete & Metal Culvert  
Number: 0715-010  
Bids Due: 8/07/2015 10:15:00 AM Eastern  
Status: Open

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

Message Summary

Message Detail

Document Detail

**Message Summary**

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/23/2015 9:16:19AM	Eastern	Linda Chumbler	<a href="#">0715-010 - Concrete &amp; Metal Culvert</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	64	0

eBid eXchange.Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on July 23, 2015 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on August 7, 2015 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing

**LEGAL NOTICE**

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Hamilton County,  
Gail B. Roppo  
Director of Purchasing

Concrete & Metal Culvert  
August 7, 2015

Highway Department  
10:15 A.M.

Vendors:	Contech	Sherman Dixie
	Engineered	Concrete
	Solutions, LLC	Industries, Inc.
		(HC)
<b>Corrugated Steel Pipe</b>		
15' Arch 17"x13" 16 gauge	\$10.57	N/B
18" Arch 21"x15" 16 gauge	\$13.18	N/B
21" Arch 24"x18" 16 gauge	\$14.98	N/B
24" Arch 28"x20" 14 gauge	\$21.14	N/B
30" Arch 35"x24" 14 gauge	\$26.42	N/B
36" Arch 42"x29" 12 gauge	\$43.38	N/B
42" Arch 49"x33" 12 gauge	\$51.41	N/B
48" Arch 57"x38" 12 gauge	\$58.65	N/B
54" (5"x1") 60"x46" 14 gauge	\$64.25	N/B
60" (5"x1") 66"x51" 14 gauge	\$65.94	N/B
72" (5"x1") 81"x59" 14 gauge	\$79.73	N/B
12" 16 gauge	\$7.99	N/B
15" 16 gauge	\$9.61	N/B
18" 16 gauge	\$11.99	N/B
21" 16 gauge	\$13.62	N/B
24" 16 gauge	\$15.22	N/B
30" 16 gauge	\$19.22	N/B
36" 16 gauge	\$23.21	N/B
42" 14 gauge	\$33.61	N/B
48" 14 gauge	\$41.96	N/B
54" (5x1) 14 gauge	\$55.12	N/B
60" (5x1) 14 gauge	\$60.50	N/B
72" (5x1) 14 gauge	\$73.14	N/B
<b>Reinforced Concrete Pipe 8' Lengths</b>		per foot
12"	N/B	\$8.93
15"	N/B	\$10.71
18"	N/B	\$13.77
21"	N/B	N/B
24"	N/B	\$21.04
30"	N/B	\$32.13
36"	N/B	\$42.08
42"	N/B	\$53.55
48"	N/B	\$77.34
54"	N/B	\$92.41
60"	N/B	\$112.68
<b>Reinforced Elliptical Concrete Pipe</b>		per foot
18" round 23"x14"	N/B	\$26.95
24" round 30"x19"	N/B	\$42.35
30" round 38"x24"	N/B	\$49.50
36" round 45"x29"	N/B	\$68.75
42" round 53"x34"	N/B	\$89.65
48" round 60"x38"	N/B	\$110.00
54" round 68"x43"	N/B	N/B
60" round 76"x48"	N/B	\$162.25
<b>Precast Concrete Box Culvert</b>		per foot
6'x3'	N/B	\$312.00
6'x4'	N/B	\$281.75

6'x5'	N/B	\$303.63
6'x6'	N/B	\$325.50
8'x4'	N/B	\$370.00
8'x5'	N/B	\$395.00
8'x6'	N/B	\$420.00
8'x7'	N/B	\$445.00
8'x8'	N/B	\$470.00
10'x4'	N/B	\$526.88
10'x5'	N/B	\$558.13
10'x6'	N/B	\$588.75
10'x7'	N/B	\$620.63
10'x8'	N/B	\$651.18
10'x9'	N/B	\$683.13
10'x10'	N/B	\$714.38
12'x4'	N/B	\$712.50
12'x6'	N/B	\$787.50
12'x8'	N/B	\$826.50
12'x10'	N/B	\$1,013.25
12'x12'	N/B	\$1,113.75
Delivery:	1 week	2-3 bus. days ARO & 3-6 weeks for Box Culverts
Terms:	1/2-10-30	Net 30

\$270.00 per delivery

Delivery charges of \$125.00/ld on pipe & box culvert

Bands priced as 1' of pipe

Request For Bids:	
Newspaper Ad:	7/23/2015
Vendor Notification:	64
Vendor Response:	2
Budgeted:	Operating



## Hamilton County Board of Commissioners RESOLUTION

No. 915-18

A RESOLUTION ACCEPTING THE BIDS OF PROBUILD AND SEQUATCHIE CONCRETE SERVICE FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING SEPTEMBER 7, 2015, THROUGH MARCH 6, 2016, FOR BAGGED PORTLAND CEMENT FOR THE HIGHWAY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six (6) months contract pricing for bagged Portland cement for the Highway Department; and,

WHEREAS, the bids from ProBuild and Sequatchie Concrete Service were considered to be the lowest and best bids received; and,

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

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

That the bids of ProBuild and Sequatchie Concrete Services for six (6) months contract pricing, beginning September 7, 2015, through March 6, 2016, for bagged Portland cement for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

### CERTIFICATION OF ACTION

Approved:

Rejected:

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

Approved:

Vetoed:

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

September 2, 2015

\_\_\_\_\_  
Date

## BAGGED PORTLAND CEMENT

### SPECIFICATIONS

**Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Bagged Portland Cement (94 lb. bag) to be picked up by the Hamilton County Highway Department on an as needed basis. This contract will start on September 7, 2015 through March 6, 2016.**

#### **Bid Submission Requirements**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:00 a.m. (ET) on August 7, 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# 0715-009 Bagged Portland Cement". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Important 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 # 0715-009: Bagged Portland Cement from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**Questions concerning product specifications should be directed to Mr. Ben Wilson, Director, 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](mailto:lindac@hamiltontn.gov).**

Bid#: 0715-009 Bagged Portland Cement  
Hamilton County, Tennessee

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

**Price per 94 lb. bag: \$**\_\_\_\_\_

**Company Name:**\_\_\_\_\_

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

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

**Phone:**\_\_\_\_\_

**Fax:**\_\_\_\_\_

## AUTHORIZATION TO BIND

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

---

Authorized Signature

---

Name of Authorized Signer (Printed or Typed)

---

Title of Authorized Signer

---

Firm Name

---

Firm Address, City and Zip Code

---

Telephone Number

---

Fax Number

---

Email Address

---

Date



## HAMILTON COUNTY, TENNESSEE

### GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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



**Hamilton County, Tennessee On-Line Bid Administration System**

Help | FAQ

[Log Out](#)

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

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

**Solicitation - Log**

7/23/2015 9:08 AM Eastern

Solicitation Title: Bagged Portland Cement  
 Number: 0715-009  
 Bids Due: 8/07/2015 10:00:00 AM Eastern  
 Status: Open

Visible to Vendors: Currently Hidden [Show](#)

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
7/23/2015 9:07:45AM	Eastern	Linda Chumbler	<a href="#">0715-009 - Bagged Portland Cement</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	146	7

eBid eXchange.Copyright © 1999-2015 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on July 23, 2015 in the legal notices.

## LEGAL NOTICE

Bids for the following items will be opened on August 7, 2015 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing

**LEGAL NOTICE**

Bids for the following items will be opened on August 7, 2015 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing) or by contacting the Purchasing Department (423-209-6350).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing

Bagged Portland Cement  
August 7, 2015

Highway Department  
10:00 A.M.

Vendors:	ProBuild	Sequatchie
	(HC)	Concrete
		(HC)
Price per bag:	\$9.70	\$10.15
Terms:		Net 30

Request For Bids:	
Newspaper Ad:	7/23/2015
Vendor Notification:	146
Vendor Response:	2
Budget:	Operating



# Hamilton County Board of Commissioners

## RESOLUTION

No. 915-19

A RESOLUTION TO AUTHORIZE THE HAMILTON COUNTY BOARD OF EDUCATION TO PARTICIPATE IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM SEPARATELY FROM HAMILTON COUNTY, TENNESSEE, WITH WHICH IT IS CURRENTLY ASSOCIATED, AS PROVIDED IN TENNESSEE CODE ANNOTATED, SECTION 8-35-201.

WHEREAS, Tennessee Code Annotated, Title 8, Chapter 35, Part 2 allows a local board of education to participate in the Tennessee Consolidated Retirement System ("TCRS") separately from the political subdivision with which it is associated subject to the approval of the TCRS Board of Trustees and subject to the passage of a resolution by the political subdivision accepting the financial responsibility for the liabilities associated with the board of education's participation in TCRS; and

WHEREAS, the Hamilton County Board of Education ("Board of Education") currently participates in the TCRS regular defined benefit plan through Hamilton County, Tennessee (the "Political Subdivision"); and

WHEREAS, the governing body of the Board of Education has passed a resolution to participate in the TCRS regular defined benefit plan separately from the Political Subdivision effective October 1, 2015 ("Effective Date") and in accordance with its existing terms and conditions as set forth below:

- A. ASSUMPTION OF EMPLOYEE CONTRIBUTIONS. (*CHECK BOX 1 OR BOX 2 OR BOX 3*). The Board of Education shall:
- (1)  NOT assume any employee contributions.
  - (2)  ASSUME 2.5% of its employees' contributions.
  - (3)  ASSUME 5.0% of its employees' contributions.
- B. COST-OF-LIVING INCREASES FOR RETIREES. (*CHECK BOX 1 OR BOX 2*). The Board of Education shall:
- (1)  NOT provide cost-of-living increases for its retirees.
  - (2)  PROVIDE cost-of-living increases for its retirees.
- C. ELIGIBILITY OF PART-TIME EMPLOYEES. (*CHECK BOX 1 OR BOX 2*). The Board of Education shall:
- (1)  NOT allow its part-time employees to participate in TCRS.
  - (2)  ALLOW its part-time employees to participate in TCRS; and

WHEREAS, commencing on the Effective Date, the Board of Education shall participate in TCRS separately from the Political Subdivision, and in accordance with the above terms and conditions; and

WHEREAS, the liability for participation and costs of administration shall be the sole responsibility of the Board of Education and the Political Subdivision, and not the State of Tennessee.

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

That the Hamilton County Board of Commissioners hereby authorizes the Board of Education to participate in TCRS separately from the Political Subdivision and in accordance with the above terms and conditions, or under such other terms and conditions the governing body of the Board of Education may adopt pursuant to the laws governing TCRS; provided, however, this governing body must approve by resolution any such action that would increase the liabilities of either the Board of Education or the Political Subdivision. It is acknowledged and understood that pursuant to Tennessee Code Annotated, Section 8-35-111 neither the Board of Education nor the Political Subdivision shall make employer contributions to any other retirement or deferred compensation plans on behalf of any employee who participates in TCRS pursuant to this Resolution wherein the total combined employer contributions to such plans exceed 3% of the employee's salary.

BE IT FURTHER RESOLVED THIS 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

September 2, 2015

\_\_\_\_\_

Date

**Tennessee Consolidated  
Retirement System**  
(Board of Education)

A RESOLUTION to authorize a local board of education to participate in the Tennessee Consolidated Retirement System separately from the political subdivision with which it is associated as provided in Tennessee Code Annotated, Section 8-35-201.

WHEREAS, Tennessee Code Annotated, Title 8, Chapter 35, Part 2 allows a local board of education to participate in the Tennessee Consolidated Retirement System ("TCRS") separately from the political subdivision with which it is associated subject to the approval of the TCRS Board of Trustees and subject to the passage of a resolution by the political subdivision accepting the financial responsibility for the liabilities associated with the board of education's participation in TCRS; and

WHEREAS, the Hamilton County Board of Education ("Board of Education") currently participates in the TCRS regular defined benefit plan through Hamilton County, Tennessee (the "Political Subdivision"); and

WHEREAS, the Board of Education desires to participate in the TCRS regular defined benefit plan separately from the Political Subdivision effective October 1, 2015 (the "Effective Date") and in accordance with its existing terms and conditions as set forth below:

- A. ASSUMPTION OF EMPLOYEE CONTRIBUTIONS. (CHECK BOX 1 OR BOX 2 OR BOX 3). The Board of Education shall:
- (1)  NOT assume any employee contributions.
  - (2)  ASSUME 2.5% of its employees' contributions.
  - (3)  ASSUME 5.0% of its employees' contributions.
- B. COST-OF-LIVING INCREASES FOR RETIREES. (CHECK BOX 1 OR BOX 2). The Board of Education shall:
- (1)  NOT provide cost-of-living increases for its retirees.
  - (2)  PROVIDE cost-of-living increases for its retirees.
- C. ELIGIBILITY OF PART-TIME EMPLOYEES. (CHECK BOX 1 OR BOX 2). The Board of Education shall:
- (1)  NOT allow its part-time employees to participate in TCRS.
  - (2)  ALLOW its part-time employees to participate in TCRS; and

WHEREAS, commencing on the Effective Date, the Board of Education shall participate in TCRS separately from the Political Subdivision, and in accordance with the above terms and conditions; and

WHEREAS, the liability for participation and costs of administration shall be the sole responsibility of the Board of Education and the Political Subdivision, and not the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED that the Hamilton County Board of Education hereby elects to participate in the TCRS regular defined benefit plan separately from the Political Subdivision and in accordance with the above terms and conditions. It is acknowledged and understood that pursuant to Tennessee Code Annotated, Section 8-35-111 neither the Board of Education nor the Political Subdivision shall make employer contributions to any other retirement or deferred compensation plans on behalf of any employee who participates in TCRS pursuant to this Resolution wherein the total combined employer contributions to such plans exceed 3% of the employee's salary.

STATE OF TENNESSEE

COUNTY OF HAMILTON

I, ANN G. BATES, clerk of the Hamilton County Board

of Education do hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance

with applicable law at a meeting held on the 20 day of AUGUST, 2015, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the Hamilton County Board of Education

Ann G. Bates

As Clerk of the Board, as aforesaid

Seal





# Hamilton County Board of Commissioners

## RESOLUTION

No. 915-20

**A RESOLUTION TO ADOPT THOSE POWERS GRANTED TO TENNESSEE COUNTIES PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 5-1-118, *et seq.* (ALSO KNOWN AS “THE COUNTY GENERAL POWERS ACT”), AND TO AUTHORIZE HAMILTON COUNTY TO EXERCISE CERTAIN POWERS GRANTED TO MUNICIPALITIES PURSUANT TO TENNESSEE CODE ANNOTATED SECTIONS 6-2-201(22) AND (23) WITH RESPECT TO THE REGULATION OF NUISANCES AND OTHER PRACTICES DETRIMENTAL TO THE INHABITANTS OF THE COUNTY.**

**WHEREAS,** the General Assembly adopted the provisions of Tennessee Code Annotated Section 5-1-118, *et seq.* to allow Tennessee counties to exercise certain powers granted to the municipalities within this State by a two-thirds (2/3) vote of their respective county legislative body/ and

**WHEREAS,** said legislation further expands the ability of counties to exercise certain municipal powers in relation to the regulation of nuisances and other practices detrimental to the inhabitants of the county as outlined in T.C.A. §6-2-201(22) and (23); and,

**WHEREAS,** this county legislative body has determined that it would be beneficial to the inhabitants of the county for Hamilton County to adopt said regulatory authorities and general police powers; and,

**WHEREAS,** said T.C.A. Section 5-1-118 requires that the county legislative body of any county desiring to exercise the powers authorized in subsection (a) must adopt a resolution so declaring same, and additionally must adopt any of the other regulations therein authorized in subsection (c)(1) by a two-thirds (2/3) majority.

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

Hamilton County, Tennessee, does hereby adopt those provisions of Tennessee Code Annotated Section 5-1-118(a), which grants unto adopting counties within the State of Tennessee, certain powers specifically granted to municipalities within this State.

The provisions of Tennessee Code Annotated Section 5-1-118(c) are likewise hereby adopted wherein this County is authorized to exercise those powers granted to municipalities pursuant to T.C.A. § 6-2-201(22) and (23); such powers being described by law as the ability to define, prohibit, abate, suppress, prevent and regulate all acts,

practices, conduct, businesses, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the people as may lawfully be established, conducted or maintained.

The exercise of such powers by Hamilton County shall be in accordance with all limitations as provided in T.C.A. § 5-1-118, *et seq.*; that such authority shall only be exercised in the unincorporated areas of Hamilton County, and shall not apply to those activities, businesses or uses of property and business occupations and practices which are exempted from regulation by T.C.A. § 5-1-118(c)(2).

Any and all court decisions and statutory laws relating to variances and non-conforming uses which are applicable to zoning ordinances and land use controls shall also apply to the enforcement and exercise of the powers granted by T.C.A. § 5-1-118(c); and that the enforcement and exercise of these powers by Hamilton County is limited by the provisions of the Constitution of the State of Tennessee and the United States Constitution.

That subsequent to the effective date of this resolution, any additional regulations in accordance with the authority granted under T.C.A. § 5-1-118, *et seq.*, shall be passed by a two-thirds (2/3) majority of this county legislative body.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

September 2, 2015

\_\_\_\_\_

Date