

# Hamilton County Board of County Commissioners

AGENDA

January 15, 2014

ROLL CALL

INVOCATION - Commissioner Boyd

PLEDGE TO THE FLAG - Commissioner Boyd

Presentation	CALEA Program Managers Awards for the 911 Center and HCSO - Sheriff Hammond - Commission Meeting - January 15, 2014
Minutes	November 27, 2013 Recessed Meeting Minutes
Minutes	November 27, 2013 Agenda Session Minutes
Minutes	December 4, 2013 Regular Meeting Minutes
Minutes	December 11, 2013 Recessed Meeting Minutes
Minutes	December 18, 2013 Recessed Meeting Minutes
Minutes	December 26, 2013 Recessed Meeting Minutes
Minutes	January 2, 2014 Recessed Meeting Minutes
Res. No. 114-1	A Resolution to approve and accept applications for notary public positions, oaths of Deputy Sheriffs, and to file a modified order by the Mayor of Hamilton County approving joint petition for consolidation of North West Utility District and Mowbray Utility District of Hamilton County, Tennessee.
Res. No. 114-2	A Resolution to rezone from R-2A Rural Residential District to A-1 Agricultural District, property located at 10925 Highway 58.
Res. No. 114-3	A Resolution to rezone from R-3 Apartment-Townhouse District to R-1 Single Family Residential District, property located at 8801 Wandering Way.
Res. No. 114-4	A Resolution to rezone from A-1 Agricultural District and R-2A Rural Residential District to R-1 Single Family Residential District, property located at 9113 & 9153 Highway 58.
Res. No. 114-5	A Resolution to rezone from R-1 Residential District to A-1 Agricultural District, property located at 5108 Highway 60.
Report	Order of Designation - Planning Commission - Todd Leamon - December 9, 2013
Report	Order of Designation - Transportation Planning Organization - Todd Leamon - December 17, 2013
Report	Order of Reappointment - Walden's Ridge Utility District - Frank Grove Jr.- 4 years
Report	Order of Designation - Transportation Planning Organization - Todd Leamon - January 7, 2014
Report	Trustee Monthly Report - November 2013
Report	Trustee Excess Fee Report - November 2013
Res. No. 114-6	A Resolution accepting the bid of Insight Public Sector for Microsoft Windows 8 Pro-upgrade volume licenses amounting to \$24,886.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 114-7	A Resolution accepting the bid of Chrysler Dodge Jeep Ram of Columbia for one (1) crew cab pickup truck amounting to \$24,305.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 114-8	A Resolution accepting the proposal of Edge Access, Inc. to provide Inmate Video Visitation for the Hamilton County Jail and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 114-9 A Resolution to authorize the County Mayor to enter into and execute a contract with the State of Tennessee, Department of Children's Services (DCS) to receive \$45,000.00 from the State Supplement Fund to be used for the Vocational Educational Program within the Detention Center of the Hamilton County Juvenile Court.
- Res. No. 114-10 A Resolution accepting the bid of Adman Electric, Inc. for the Juvenile Court Child Support Services fire alarm and security upgrades amounting to \$62,817.00 and authorizing the County Mayor to sign any contracts necessary to implement this resolution.
- Res. No. 114-11 A Resolution accepting the bid of Beaman Automotive Group for one (1) heavy duty cargo van amounting to \$21,078.00 for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 114-12 Res#114-12 Pulled
- Res. No. 114-13 A Resolution authorizing the County Mayor to renew the agreement with the State of Tennessee on behalf of the Tennessee Bureau of Investigation for Hamilton County Information Technology Services and Hamilton County Geographic Information Systems to provide professional services in support and development of the Tennessee Methamphetamine Task Force (TMTF) Information System not to exceed \$246,126.
- Res. No. 114-14 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of November 1, 2013, through November 30, 2013, and to authorize the County Mayor to sign any contracts necessary to implement this resolution.
- Res. No. 114-15 A Resolution authorizing the County Mayor to execute a contract with the Department of Military of the Tennessee Emergency Management Agency for a 2013 Homeland Security grant with a period of 09/01/2013 through 04/30/2015 and amending the budget of the Emergency Services Department by adding \$148,563.35 to Revenues and Expenditures.
- Res. No. 114-16 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 accept an award from the Health Resources and Services Administration (HRSA) in the amount of \$50,760 for the provision of outreach and enrollment activities for the time period November 1, 2013 to October 31, 2014 and increase the revenue and expense budgets by \$50,760.
- Res. No. 114-17 A Resolution accepting the bid of Tri-Con, Inc. for construction of the East Brainerd Elementary School amounting to \$23,142,000.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 114-18 A Resolution accepting the bid of Beaman Automotive Group for one (1) 4x4 pickup truck amounting to \$22,218.00 for the Building Inspection Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 114-19 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefor: Kennerly Court as extended.
- Res. No. 114-20 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Maple Grove Lane.
- Res. No. 114-21 A Resolution accepting the bid of Helton Construction Company, Inc. for construction of the Hamilton County Emergency Vehicle Storage Building amounting to \$585,700.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 114-22 A Resolution to authorize the County Mayor to enter into and execute a ground lease agreement between Norfolk Southern Railway Company (NS) and Hamilton County, Tennessee, said lease commencing January 1, 2014 and terminating December 31, 2044.
- Res. No. 114-23 A Resolution to authorize the County Mayor to enter into and execute two (2) license agreements and pay fees to Norfolk Southern Railway Company (NS) for the license to enter upon and make modifications to right-of-way and/or appurtenances rendered necessary on property owned or controlled by NS required for the construction of the new Tennessee Riverpark Downtown Segment Phase 1 and 2, for an amount not to exceed \$515,638.00, said agreements commencing on January 1, 2014 and terminating December 31, 2044.
- Res. No. 114-24 A Resolution authorizing payment for two (2) easements in the amount of \$167,175.00 required for the construction of the Tennessee Riverwalk Downtown Segment Phase 1 and 2, and authorizing the County Mayor to sign all documents necessary to implement this Resolution.
- Res. No. 114-25 A Resolution to approve acceptance of an easement from the City of Chattanooga allowing Hamilton County to construct the Tennessee Riverwalk Downtown Segment Phase 1 and 2.

- Res. No. 114-26 A Resolution authorizing payment to CSX Transportation, Inc. for easements in the amount of \$30,000.00 required for the construction of the Tennessee Riverwalk Downtown Segment Phase 1 and 2, and authorizing the County Mayor to sign all documents necessary to implement this Resolution.
- Res. No. 114-27 A Resolution (1) establishing the minimum bid amount for certain parcels of property acquired by Hamilton County through previous delinquent tax sales, (2) authorizing the offer of said parcels for sale at that minimum bid amount, and (3) authorizing certain said parcels to be offered for sale for an amount less than the total amount of taxes, penalty, cost, and interest accumulated against the property.
- Res. No. 114-28 A Resolution approving the continued engaging of Will Denami as lobbyist for Hamilton County before the Tennessee General Assembly.
- Res. No. 114-29 A Resolution approving an amendment to the Hamilton County Employee Handbook.
- Res. No. 114-30 A Resolution authorizing the payment of One Hundred Eighty Thousand Dollars (\$180,000.00) in settlement of claims against Hamilton County as brought by former employee of the Hamilton County Health Department Nancy Beckham for wrongful termination.
- Res. No. 114-31 A Resolution amending the Insurance Budget of Hamilton County, Tennessee by the sum of Fifty Eight Thousand Two Hundred Forty and 39/100 dollars (\$58,240.39) to provide for the payment of an arbitration award to Carolina Casualty, as surety for WDB Contracting, LLC, regarding the Soddy Daisy High School renovations and gymnasium project in 2003.

## 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 COMMISSION  
NOVEMBER 27, 2013**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            November 27, 2013

**BE IT REMEMBERED**, that on this 27<sup>th</sup> day of November, 2013, 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 Fred Skillern, 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 Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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

Pastor Chris Kidwell, of The Zacchaeus Group, gave the invocation.  
Commissioner Bankston led in the pledge to the flag.

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
NOVEMBER 27, 2013**

Chairman Skillern asked Commissioners and the Mayor's staff if there was any business to be brought before the Recessed Meeting.

Hearing none, Chairman Skillern declared the meeting adjourned.

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date

WJK  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
NOVEMBER 27, 2013**

**STATE OF TENNESSEE**            )            Agenda Preparation Session  
**COUNTY OF HAMILTON**        )            November 27, 2013

**BE IT REMEMBERED**, that on this 27<sup>th</sup> day of November, 2013, 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 Fred Skillern, 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 Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Total present - 9. Total absent – 0.

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

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
NOVEMBER 27, 2013**

**COMMITTEE ASSIGNMENTS**

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

- Resolution No. 1213-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Juvenile Court Clerk Fee Official Reports for the months of July and August 2013 would be submitted as a matter of record.
- A Trustee's Excess Fee Report for the month of October 2013 would be submitted for the record.
- Resolutions No. 1213-2 and 1213-3 were board appointments, requiring no assignment.
- Resolutions No. 1213-4 through 1213-18 were assigned to the Finance Committee, chaired by Commissioner Graham.
- Resolution No. 1213-19 was to be heard by a Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 1213-19**

Chairman Skillern spoke regarding Resolution No. 1213-19, which would name the Dallas Bay Volunteer Fire Department and Rescue, Inc.'s district station #3 "The Barker-Gates Fire Station". He stated that it was the County's policy that no county-owned buildings or facilities be named after living individuals. He noted that the building outlined in today's Resolution had been donated by Mrs. Macon Barker and the mother of Mrs. Charlie Gates. Chairman Skillern pointed out that one of these parties was still living.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
NOVEMBER 27, 2013**

There was some discussion regarding whether today's Resolution contained the appropriate language to waive the County's policy. Commissioner Fields pointed out that the enactment paragraph of the Resolution stated that the Commission would waive its previous prohibition in order to name this building. Attorney Taylor indicated this language would be sufficient.

**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

Members of the Commission, Attorney Taylor, and Mayor Coppinger wished everyone a happy Thanksgiving and safe travel.

Commissioner Graham announced that the Grateful Gobbler walk would be held downtown on Thanksgiving morning. He invited anyone who was interested to participate.

Commissioner Bankston informed everyone that the Spirit of Christmas parade would be held in Collegedale on Sunday, December 1<sup>st</sup> at 3:30 PM. He also invited everyone to attend.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
NOVEMBER 27, 2013**

Members of the Commission and Mayor Coppinger spoke regarding the recent passing of Republic Parking System Founder and CEO Jim Berry, noting several valuable contributions he made to the community throughout his life. They also asked that Mr. Berry's family be remembered in everyone's thoughts and prayers.

Mayor Coppinger reported that a Request for Qualifications (RFQ) would be advertised in the local newspaper on Friday, November 29 for a new fire station to be built in the Apison community. He indicated that a recommendation for an architect of this project would come before the Commission at a later date. He also stated that as the County continued to grow, other areas in the county were being considered for potential locations of future fire stations.

Mayor Coppinger stated that efforts were being made to draft a design bill policy to bring before the Commission for their consideration. He anticipated it would take a number of months in order to receive feedback from the local contractors and architects concerning this policy.

**DELEGATIONS**

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

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
NOVEMBER 27, 2013**

Being no further business, Chairman Skillern declared the meeting adjourned.

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date

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

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            December 4, 2013

**BE IT REMEMBERED**, that on this 4<sup>th</sup> day of December, 2013, 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 Fred Skillern, 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 Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Commissioner Boyd was absent. Total present - 8. Total absent – 1.

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  
REGULAR MEETING  
DECEMBER 4, 2013**

Commissioner Bankston reported that Stephen Hampton with the Spiritual Assembly of Baha'is of Chattanooga, who was scheduled to give today's invocation, was not in attendance. Human Services Administrator Don Allen was asked to give the invocation and Commissioner Bankston led in the pledge to the flag.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Henry, seconded by Commissioner Mackey, that the minutes of the Recessed Meeting of November 13, 2013, the Agenda Preparation Session of November 13, 2013, and the Regular Meeting of November 20, 2013, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Boyd was Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**TRUSTEE'S EXCESS FEE REPORT**

The Trustee's excess fee report for October 2013 was submitted and made a matter of record.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

**JUVENILE COURT CLERK REPORT**

The July and August 2013 fee official reports for the office of Juvenile Court Clerk were submitted and made a matter of record of this meeting.

**RESOLUTION NO. 1213-1 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.**

Chairman Skillern asked for a motion.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Henry, to adopt Resolution No. 1213-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1213-2 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE COUNTY MAYOR OF ONE MEMBER TO THE CHATTANOOGA-HAMILTON**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

**COUNTY HOSPITAL AUTHORITY BOARD OF TRUSTEES FOR A TERM ENDING  
NOVEMBER 19, 2017.**

Resolution No. 1213-2 confirms the reappointment of Tom Edd Wilson to the Chattanooga-Hamilton County Hospital Authority Board for a four year term expiring November 19, 2017.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Haynes, to adopt Resolution No. 1213-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1213-3 A RESOLUTION TO CONFIRM THE REAPPOINTMENT  
OF THREE MEMBERS BY THE COUNTY MAYOR TO THE STADIUM  
CORPORATION BOARD OF DIRECTORS, FOR TERMS ENDING NOVEMBER 19,  
2017.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

Resolution No. 1213-3 confirms the reappointments of Ryan Crimmins, Jerre Haskew, and Gordon Davenport, Jr. to the Stadium Corporation Board of Directors for four year terms expiring November 19, 2017.

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Fields, to adopt Resolution No. 1213-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1213-4 A RESOLUTION ACCEPTING THE PROPOSALS OF PROFESSIONAL RECOVERY CONSULTANTS, INC. AND AUTOMATED COLLECTION SERVICES, INC. (ACSI) TO PROVIDE DEBT COLLECTION SERVICES OF PAST DUE RECEIVABLES FOR THE OFFICES OF THE HAMILTON COUNTY COURT CLERKS AS WELL AS OTHER HAMILTON COUNTY OFFICES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**HAMILTON COUNTY COMMISSION  
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Commissioner Graham provided details regarding Resolution No. 1213-4 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 1213-4. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1213-5 A RESOLUTION ADOPTING AN AMENDMENT TO TENNESSEE CODE ANNOTATED SECTION 8-21-1001(I) RELATIVE TO THE HAMILTON COUNTY REGISTER'S DATA PROCESSING FEES AS PASSED BY THE 103RD GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.**

Commissioner Graham provided details regarding Resolution No. 1213-5 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 1213-5. The foregoing Resolution was unanimously adopted on a

**HAMILTON COUNTY COMMISSION  
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Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Beck, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1213-6 A RESOLUTION TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE TITLED THE COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING PROGRAM WHICH WOULD DESIGNATE EIGHT (8) ADDITIONAL SCHOOL RESOURCE OFFICERS FOR VARIOUS SCHOOLS IN HAMILTON COUNTY FOR THE NEXT FOUR YEARS, PROJECTED TO BEGIN IN THE NEAR FUTURE AND TO INCREASE (AMEND) THE SHERIFF'S FUND REVENUE BUDGET BY \$1,000,000 AND THE EXPENDITURE BUDGET BY \$1,889,141 AND THE CAPITAL OUTLAY BUDGET BY \$400,000.**

Commissioner Graham provided details regarding Resolution No. 1213-6 and stated that the Finance Committee reviewed and recommended approval. He clarified for the record that this grant was for a three-year period. He stated that according to the information he received, the grant required the County's participation for three years rather than four.

**HAMILTON COUNTY COMMISSION  
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DECEMBER 4, 2013**

Sheriff Jim Hammond clarified that the grant required a fourth year of participation, noting that language in the Resolution stated “Hamilton County must provide a 30% match for this funding plus retain these SRO positions for one year after the end of the 36-month period at an estimated cost of \$472,285.”

Commissioner Beck questioned whether a decision had been made regarding where the new School Resource Officers (SRO) would be placed. Sheriff Hammond responded that SROs would be first replaced at schools where budget restraints had required him to move those officers to other positions. The remaining officers would be dispersed among the schools that had the most incidents during the previous year.

Chairman Skillern emphasized that this would be one-time funding from the County’s general fund.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 1213-6. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, “Aye”; Commissioner Beck, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total “Aye” votes – 8. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

Chairman Skillern asked that Resolutions No. 1213-7 through 1213-12 be considered together at this time.

**RESOLUTION NO. 1213-7 A RESOLUTION ADOPTING AMENDMENTS TO THE REGIONAL ADDRESSING POLICY FOR HAMILTON COUNTY, TENNESSEE AS DESCRIBED IN THE REVISIONS DOCUMENT ATTACHED AND AS DEMONSTRATED IN THE ATTACHED COPY OF THE POLICY.**

**RESOLUTION NO. 1213-8 A RESOLUTION ALLOWING THE COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY, THE CITY OF CHATTANOOGA AND THE HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT PERTAINING TO THE ACQUISITION OF ADDRESS FIELD VERIFICATION SERVICES RESULTING IN AN ACCURATE ADDRESS DATABASE FOR HAMILTON COUNTY, THE CITY OF CHATTANOOGA AND THE HAMILTON COUNTY 911 EMERGENCY COMMUNICATIONS DISTRICT AND TO AMEND THE HCGIS PARTNERSHIP REVENUE AND EXPENSE BUDGETS BY \$615,769.33.**

**RESOLUTION NO. 1213-9 A RESOLUTION ACCEPTING THE PROPOSAL FROM GEOCOMM, INC. FOR E-911 GIS SERVICES AND COUNTYWIDE ADDRESS FIELD VERIFICATION PROJECT AMOUNTING TO \$923,654 FOR THE GEOGRAPHIC**

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

**RESOLUTION NO. 1213-10 A RESOLUTION TO AUTHORIZE THE COUNTY  
MAYOR TO ACCEPT THE PROPERTY INSURANCE RENEWAL PROPOSAL FROM  
BB&T INSURANCE SERVICES, INC. - HUFFAKER & TRIMBLE AT THE COMBINED  
PROPERTY RATE OF \$.0531 PER \$100 OF INSURED VALUE FOR AN ESTIMATED  
ANNUAL PREMIUM OF \$215,315.**

**RESOLUTION NO. 1213-11 A RESOLUTION RATIFYING THE PURCHASE OF  
GASOLINE AND DIESEL FUEL FOR THE PERIOD OF OCTOBER 1, 2013,  
THROUGH OCTOBER 31, 2013, AND TO AUTHORIZE THE COUNTY MAYOR TO  
SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1213-12 A RESOLUTION ACCEPTING THE BIDS OF MIDDLE  
TENNESSEE TURF, INC., BATTLE DITCH SOD FARM, AND JOHN DEERE  
LANDSCAPES FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING DECEMBER  
4, 2013, THROUGH DECEMBER 3, 2014, FOR BERMUDA AND FESCUE SOD FOR  
THE RECREATION DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO  
SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

Commissioner Graham provided details regarding Resolution No. 1213-7 through 1213-12 and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Graham, seconded by Commissioner Beck, to adopt Resolutions No. 1213-7 through 1213-12. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total "Aye" votes – 8. Total "Nay" votes – 0.

Mayor Coppinger announced that GIS Manager Greg Butler had submitted his resignation in order to pursue another job opportunity. He expressed his appreciation to Mr. Butler for his 14 years of valuable service to the County.

Chairman Skillern asked that Resolutions No. 1213-13 through 1213-18 be considered together at this time.

**RESOLUTION NO. 1213-13 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

**DEPARTMENT TO SIGN A CONTRACT IN THE AMOUNT OF \$4,020 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE EMERGENCY DENTAL CARE FOR UNINSURED ADULTS AGES 19 – 64 YEARS FOR THE TIME PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014.**

**RESOLUTION NO. 1213-14 A RESOLUTION ACCEPTING THE BID OF INTERNATIONAL FIRE PROTECTION, INC. FOR THE NEWELL TOWER ALTERATION OF PIPING ASSEMBLY AT FIRE PUMP AMOUNTING TO \$22,440.00 FOR THE ENGINEERING DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1213-15 A RESOLUTION AUTHORIZING THE COUNTY MAYOR AND THE MAYOR OF THE CITY OF CHATTANOOGA TO ENTER INTO AND EXECUTE A LEASE AGREEMENT WITH THE VIETNAM VETERANS OF AMERICA, CHAPTER 203, CHATTANOOGA, TENNESSEE, INC. FOR A PORTION OF PROPERTY OWNED JOINTLY BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA FORMERLY KNOWN AS THE U. S. ARMY RESERVE CENTER LOCATED AT 2029 EAST 23RD STREET.**

**RESOLUTION NO. 1213-16 A RESOLUTION AUTHORIZING PAYMENT FOR THE ACQUISITION OF RIGHTS-OF-WAY REQUIRED FOR THE CONSTRUCTION OF**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

**THE OOLTEWAH-RINGGOLD ROAD AND STANDIFER GAP ROAD INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$110,898 OF WHICH 80 PERCENT OF THE COST WILL BE REIMBURSED TO HAMILTON COUNTY BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND 20 PERCENT MATCH TO BE PAID BY HAMILTON COUNTY.**

**RESOLUTION NO. 1213-17 A RESOLUTION ACCEPTING THE BID OF BOLIN ENTERPRISES, INC. DBA POWER LIFT FOUNDATION REPAIR FOR HAMILTON COUNTY COURTS BUILDING COLUMN REPAIR AMOUNTING TO \$16,000.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 1213-18 A RESOLUTION TO ACCEPT THE BID OF METRO SERVICES, INC. FOR \$150,700.00 FOR THE SILVERDALE FACILITY MOISTURE AND HUMIDITY CONTROL AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Graham provided details regarding Resolution No. 1213-13 through 1213-18 and stated that the Finance Committee reviewed and recommended approval.

**HAMILTON COUNTY COMMISSION  
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**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 1213-13 through 1213-18. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1213-19 A RESOLUTION NAMING THE DALLAS BAY  
VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC.'S DISTRICT STATION #3  
"THE BARKER-GATES FIRE STATION".**

Chairman Skillern reported that this Resolution had been heard by a Committee of the Whole.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Henry, to adopt Resolution No. 1213-19. 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 Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

Skillern, "Aye". Total present – 8. Total absent – 1. Commissioner Boyd was absent.  
Total "Aye" votes – 8. Total "Nay" votes – 0.

**DISCUSSION RE: A DAY ON THE HILL WITH COMMISSIONER BECK**

Commissioner Beck welcomed a delegation from District 5 in attendance for today's meeting. He noted that their theme was being called "A Day on the Hill with Commissioner Beck". They had attended a presentation earlier that day by Mayor Copping. Following adjournment of today's meeting, they would also visit the County Jail and the Courts Building.

Commissioner Beck introduced Evelina Holmes, a resident at 512 Kilmer Street, who spoke as a representative from the group. Ms. Holmes also welcomed other individuals attending today's discussion. She outlined various other governmental departments and organizations they planned to visit in the near future.

Commissioner Graham and Chairman Skillern thanked the group for attending today's meeting.

**ANNOUNCEMENTS**

Chairman Skillern asked for announcements from members of the Commission.

**HAMILTON COUNTY COMMISSION  
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Commissioner Graham announced that the City of Red Bank Christmas Parade had been moved to Friday, December 13<sup>th</sup>. He invited anyone interested to attend.

Commissioner Graham also reported that the MAINx24 festival would be held on Saturday, December 7<sup>th</sup> on Main Street. He noted there would be a pancake breakfast, a parade, as well as a number of local businesses involved in the festivities. He encouraged everyone to attend.

Commissioner Graham further stated that the Lookout Valley Christmas parade would be on Saturday, December 14<sup>th</sup>.

Members of the Commission, Attorney Taylor, and Mayor Coppinger wished everyone a merry Christmas and a happy New Year.

Mayor Coppinger recognized Tri-Community Volunteer Fire Department Chief DeWayne Pitts in the audience. He thanked Mr. Pitts for his years of service in the community. He also welcomed former City of Chattanooga fireman Ron Gilbert, who was in the audience.

Mayor Coppinger reported that Christmas at the Courthouse was being held this year at the Courthouse in celebration of the building's 100 year anniversary. He invited

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

everyone to attend one of the events, noting that a group from Lookout Valley Elementary School would be performing today.

Chairman Skillern welcomed his wife Betty who was in the audience for today's meeting.

**DELEGATIONS**

Chairman Skillern asked for delegations on matters other than zoning.

Rick Carpenter, a resident at 3119 Chicalilly Drive, addressed the Commission to discuss issues related to his residential sewer bill. He reported that his water had recently been disconnected for non-payment by the Water and Wastewater Treatment Authority (WWTA). He indicated he had made several unsuccessful attempts to pay his bill using cash, as he did not have the ability to pay by electronic means. He noted his attempts to pay with cash had been refused by WWTA Executive Director Cleveland Grimes, a decision he stated had been defended by the WWTA's attorney Chris Clem. Mr. Carpenter did not believe the WWTA had any legal basis to disconnect his service.

Chairman Skillern replied that the Commission did not have any authority over the WWTA. He stated that if Mr. Carpenter wished, they could provide him with the list

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

of the members serving on the WWTA Board of Commissioners as well as the time and location of their meetings.

Mr. Carpenter thanked Chairman Skillern but responded that he already had this information. He requested that the Commission consider restructuring of the WWTA and its Board.

Yolanda Denise Parmes Montgomery, a resident at 4420 Fagan Street Apt. B, addressed the Commission in support of prayer and the Bible in schools. She distributed a handout to members of the Commission regarding this matter.

Chairman Skillern reported that today's meeting would be recessed until Wednesday, December 11. Commissioners would not attend if no urgent business arose. This would allow a break for Commissioners to enjoy the holidays. If business arises and it becomes necessary for Commissioners to attend on any of those dates, each Commissioner will receive notice to appear, and the media would also be notified. If no business arose, the December 11 meeting would then recess from meeting date to meeting date until January 8, 2014.

There being no further business, Chairman Skillern declared the meeting in recess until Wednesday, December 11, 2013 at 9:30 AM.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
DECEMBER 4, 2013**

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

WJK  
Clerk's Initials

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
DECEMBER 11, 2013**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            December 11, 2013

**BE IT REMEMBERED**, that on this 11<sup>th</sup> day of December, 2013, 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 was County Attorney Rheubin Taylor and Deputy County Clerk Michael Clark.

County Attorney Taylor announced that there was no business to be conducted by the County Commission. The meeting would stand in recess until Wednesday, December 18, 2013.

Being no further business and no quorum present the meeting was recessed until Wednesday, December 18, 2013.

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date   Clerk's Initials

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
DECEMBER 18, 2013**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            December 18, 2013

**BE IT REMEMBERED**, that on this 18<sup>th</sup> day of December, 2013, 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 was Assistant County Attorney Dee Hobbs and Deputy County Clerk Michael Clark.

Assistant County Attorney Hobbs announced that there was no business to be conducted by the County Commission. The meeting would stand in recess until Thursday, December 26, 2013.

Being no further business and no quorum present the meeting was recessed until Thursday, December 26, 2013.

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date    Clerk's Initials

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
DECEMBER 26, 2013**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            December 26, 2013

**BE IT REMEMBERED**, that on this 26<sup>th</sup> day of December, 2013, 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 was Assistant County Attorney Dee Hobbs and Deputy County Clerk Brooke Weaver.

Assistant County Attorney Hobbs announced that there was no business to be conducted by the County Commission. The meeting would stand in recess until Thursday, January 2, 2014.

Being no further business and no quorum present the meeting was recessed until Thursday, January 2, 2014.

Respectfully submitted:



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

Approved:

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

**RECESSED MEETING  
HAMILTON COUNTY COMMISSION  
JANUARY 2, 2014**

**STATE OF TENNESSEE**            )            Recessed Meeting  
**COUNTY OF HAMILTON**        )            January 2, 2014

**BE IT REMEMBERED**, that on this 2<sup>nd</sup> day of January, 2014, 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 was County Attorney Rheubin Taylor and Deputy County Clerk Michael Clark.

County Attorney Taylor announced that there was no business to be conducted by the County Commission. The meeting would stand in recess until Wednesday, January 8, 2014.

Being no further business and no quorum present the meeting was recessed until Wednesday, January 8, 2014.

Respectfully submitted:



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

Approved:

\_\_\_\_\_  
Date    WJK  
         Clerk's Initials



## Hamilton County Board of Commissioners RESOLUTION

No. 114-1

**A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, OATHS OF DEPUTY SHERIFFS, AND TO FILE A MODIFIED ORDER BY THE MAYOR OF HAMILTON COUNTY APPROVING JOINT PETITION FOR CONSOLIDATION OF NORTH WEST UTILITY DISTRICT AND MOWBRAY UTILITY DISTRICT OF HAMILTON COUNTY, TENNESSEE.**

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

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

**WHEREAS,** said Bill Knowles has filed in his office the order approving modified joint petition for consolidation of **NORTH WEST UTILITY DISTRICT** and **MOWBRAY UTILITY DISTRICT OF HAMILTON COUNTY, TENNESSEE**. The consolidated district shall be known as the "**NORTH WEST UTILITY DISTRICT OF HAMILTON COUNTY, TENNESSEE**." In accordance with T.C.A § 7-82-202(e)(2) commissioners for the consolidated district were appointed.

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

1. That the persons named on the listing labeled **HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the persons named on the listing labeled **OATHS OF DEPUTY SHERIFFS** are accepted and the oaths therefore are approved as taken; and
3. That the Mayor of Hamilton County in accordance with T.C.A. § 7-82-202(e)(1)(B) has filed a modified order with the County Clerk legally consolidating **NORTH WEST UTILITY DISTRICT** and **MOWBRAY UTILITY DISTRICT OF HAMILTON COUNTY, TENNESSEE** and said order is entered into the official minutes of the Hamilton County Board of Commissioners: and
4. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

January 15, 2014

\_\_\_\_\_

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Jessica Abline	913 State Line Rd., Apt. 801 East Ridge, TN 37412 423-702-0696	Northwest Georgia Bank 5942 Raegan Lane Ooltewah, TN 37363 423-238-1580
Treneisa Adair	1111 Anita Drive Chattanooga, TN 37411 423-892-7964	Hamilton County Clerk 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-7910
Joyce Allen	4822 Johnson Road Birchwood, TN 37308 423-619-1858	Hamilton County Criminal Court Clerk 600 Market Street Chattanooga, TN 37402 423-209-7500
Justin Alper	1757 Jefferson Street Chattanooga, TN 37408 423-488-9622	Regions Bank 3894 Hixson Pike Chattanooga, TN 37415 423-877-1121
Terry E. Ammons	164 Jonida Ct. NE Cleveland, TN 37323 423-284-0826	Hampton Inn - Ooltewah 6145 Weir Way Ooltewah, TN 37363 423-305-6800
Brooke Antinore	1011 Gadd Rd., Apt. 808 Hixson, TN 37343 918-629-7667	BMW of Chattanooga 6806 East Brainerd Road Chattanooga, TN 37421 423-894-5660
Maggie P. Armstrong	3712 Ringgold Rd. Chattanooga, TN 37412 423-400-0062	Self Employed Same Same Same
Darlene Barnes	109 Lynn Street Jasper, TN 37347 423-942-2646	Edward Jones Investment 121 Forest Avenue Chattanooga, TN 37405 423-267-8433
Mariana Bates	4315 Lazard Street East Ridge, TN 37412 423-309-8513	Bell Engineering Co., Inc. 414 Spring Street Chattanooga, TN 37405 423-266-1252
Debbie Bell	234 Headlyn Drive Hixson, TN 37343 423-842-0330	CBL & Associates Properties, Inc. 2030 Hamilton Place Blvd., Ste. 500 Chattanooga, TN 37421 423-855-0001

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JANUARY 15, 2014

NAME	RESIDENCE	BUSINESS
Robert Bishop	8924 Dalton Lane Soddy Daisy, TN 37379 423-595-6410	Davron Technologies, Inc. 4563 Pinnacle Lane Chattanooga, TN 37415 423-870-1888
Connie D. Blair	225 Ayers Drive NE Cleveland, TN 37323 423-596-9108	Husch Blackwell, LLP 2030 Hamilton Place Blvd., Ste. 150 Chattanooga, TN 37421 423-757-5927
Brenda Boyd	PO BOX 53 Varnell, GA 30756 706-673-6735	Stein Construction Co., Inc. 3611 Amnicola Highway Chattanooga, TN 37406 423-698-0271
Renee Brasher	8110 Caneadea Tr. Chattanooga, TN 37421 423-855-3777	U.S. Express, Inc. 4080 Jenkins Road Chattanooga, TN 37421 423-510-3610
Natalie A. Brewer	6616 White Tail Drive Ooltewah, TN 37363 423-326-4740	Henderson Hutcherson & McCullough 1200 Market Street Chattanooga, TN 37402 423-702-8159
Misty M. Brown	306 Pearl Street Chickamauga, GA 30707 706-996-6905	Cash Express, LLC. 5513 Ringgold Road Chattanooga, TN 37412 423-499-4935
Suzanne Brown	4102 Regency Court Chattanooga, TN 37421 423-255-6230	University of TN 605 Oak Street Chattanooga, TN 37403 423-725-4717
Sandra Bucher	603 Mauldeth Road Chattanooga, TN 37415 423-877-2850	Collins & Company, Inc. 555 River Street Chattanooga, TN 37405 423-265-0541
David P. Callahan	12943 Chelle Drive Soddy Daisy, TN 37379 423-332-9926	North West Utility District PO BOX 575 Soddy Daisy, TN 37384 423-332-2427
Linda M. Card	6658 Sawtooth Drive Ooltewah, TN 37363 423-413-7555	Card-Monroe Corp. 4841 Adams Road Hixson, TN 37343 423-842-3312

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Vonda J. Chamberlain	125 Hill Road Chattanooga, TN 37415 423-531-1429	Horizon Wine & Spirtis 3794 Tag Road Chattanooga, TN 37416 423-899-3962
Chris Chastain	211 Glendale Drive Chattanooga, TN 37405 423-413-5930	Memorial Hospital 2525 DeSales Avenue Chattanooga, TN 37404 423-495-2525
Stephanie J. Clark	93 Gary Lane Ringgold, GA 30736 706-965-6994	Mtn. View Ford, Inc. 301 E. 20th Street Chattanooga, TN 37408 423-756-1331
Alisa Clift	2310 Quail Nest Circle Chattanooga, TN 37421 423-718-5752	ERMC 6148 Lee Highway, Ste. 300 Chattanooga, TN 37421 423-899-2753
Benjamin K. Coffman	9783 Berry Meadow Way Soddy Daisy, TN 37379 423-991-1309	Final Finish Custom Finish & Coatings 1609 McCallie Avenue Chattanooga, TN 37404 423-991-1309
Lynn W. Cooper	802 Signal Mtn. Blvd., #111 Signal Mtn., TN 37377 423-886-5879	Milligan-Reynolds Guaranty Title Agency 724 Cherry Street Chattanooga, TN 37402 423-756-0911
Paul A. Cordell	8277 Madison Avenue Soddy Daisy, TN 37379 423-593-9155	Cordell Electric 104 Thrasher Pike Soddy Daisy, TN 37379 423-842-0676
Janet M. Cotter	111 E. Newberry Street Chattanooga, TN 37415 423-875-4134	Berke Berke & Berke Attorneys 420 Frazier Avenue Chattanooga, TN 37405 423-266-5171
Karen Cotton	720 Fricks Lane Rossville, GA 30741 616-304-8580	Long Hyundai 6035 International Drive Chattanooga, TN 37421 423-855-5664
Cassandra Daniels	118 Rolling Ridge Drive Chattanooga, TN 37421 423-463-4015	Cash Express 7431 E. Brainerd Road Chattanooga, TN 37421 423-899-6080

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Kellie Davenport	2417 E. 14th Street Chattanooga, TN 37404 423-313-0723	JSB Holdings 7552 Bonnyshire Drive #130 Chattanooga, TN 37416 423-499-4398
Cindy Sentell Deere	504 Rock House Court Signal Mtn., TN 37377 423-886-6289	Self Employed PO BOX 708 Signal Mtn., TN 37377 423-785-6579
Timothy A. Deere	504 Rock House Court Signal Mtn., TN 37377 423-886-6289	Self Employed PO BOX 708 Signal Mtn., TN 37377 423-785-6576
Jerrica Delaney	2107 Poe Road Soddy Daisy, TN 37379 423-994-1571	Cash Express 7431 E. Brainerd Road Chattanooga, TN 37421 423-899-6808
Meghan K. Ditzer	122 Rolling Ridge Drive Chattanooga, TN 37421 617-455-2947	Select Staffing 7315 Lee Hwy. #107 Chattanooga, TN 37421 423-893-5275
Terri L. Eason	6549 Harrison Pike Chattanooga, TN 37416 423-326-3183	BCBS of TN 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-7268
Melanie W. Eller	6827 Browning Lane Ooltewah, TN 37363 423-605-5600	Bock Construction, Inc. 2600 East 30th Street Chattanooga, TN 37407 423-698-5250
Megan C. England	1026 River Hills Drive Chattanooga, TN 37415 N/A	Berke Berke & Berke Attorneys 420 Frazier Avenue Chattanooga, TN 37405 423-266-5171
Lora A. Erie	128 Sage Brush Lane Rossville, GA 30741 423-421-7642	Pandora's European Motorsports 4784 Highway 58 Chattanooga, TN 37416 423-468-4104
Myra L. Frazier	703 Pan Gap Rd. Chattanooga, TN 37419 423-309-5606	First Tennessee Bank 701 Market Street Chattanooga, TN 37402 423-757-4071

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Beth E. Frost	6523 Levi Road Hixson, TN 37343 423-827-6501	Realty Title & Escrow Services 1510 Gunbarrel Road, Ste. 106 Chattanooga, TN 37421 423-893-9556
Kevin M. Fuerst	8053 Hampton Cove Ooltewah, TN 37363 423-313-8840	Fuerst Financial Group 6005 Century Oaks Dr., # 700 Chattanooga, TN 37416 423-899-8555
Debi Gilley	91 Rocky River Road Ringgold, GA 30736 423-991-2773	GeniTech Construction 820 Broad Street, Ste. 200 Chattanooga, TN 37402 423-267-3373
Marcus Glenn	425 Cumberland Street Chattanooga, TN 37404 423-495-9114	Alexian Brothers Community Services Same Same Same
Thomas Grant	712 Maryland Circle Chattanooga, TN 37412 423-304-3601	Chambliss, Bahner & Stophel, P.C. 605 Chestnut Street, Ste. 1700 Chattanooga, TN 37450 423-756-3000
Nadine L. Hancock	1026 Graysville Road Chattanooga, TN 37421 423-280-9173	Miller Industries 8503 Hilltop Drive Ooltewah, TN 37363 423-238-4171
Lindsay Hansen	4411 Seneca Avenue Chattanooga, TN 37409 423-240-2837	M & M Industries, Inc. 316 Corporate Place Chattanooga, TN 37419 423-821-3302
Jack Head	602 Renaissance Court Chattanooga, TN 37419 423-825-1851	Air & Hydraulic Equipment 821 E. 11th Street Chattanooga, TN 37403 423-756-2000
Kelly L. Hemming	9117 Springfield Road Soddy Dasiy, TN 37379 423-645-6812	Chamblis, Bahner, & Stophel P.C. 605 Chestnut Street Chattanooga, TN 37450 423-756-3000
Irvin R. Hendershot	6158 Gibbs Lane Ooltewah, TN 37363 423-285-2520	Hamilton County Juvenile Court 1600 East 3rd Street Chattanooga, TN 37404 423-209-5158

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Stacy Henderson	239 W. Bee Rock Road Flintstone, GA 30725 423-316-2631	A & M Construction 7161 Lee Hwy., Ste. 300 Chattanooga, TN 37421 423-490-0048
Courtney S. Hicks	5902 Clark Road Harrison, TN 37341 423-800-0862	McWilliams & Gold 410 S. Germantown Road Chattanooga, TN 37411 423-624-4090
Bonnie Hoge	9236 Ooltewah Georgetown Rd. Ooltewah, TN 37363 423-910-0856	Roof Products 7616 Lee Highway Chattanooga, TN 37421 423-892-8620
Mitzi Holland	7457 Highway 41 Jasper, TN 37347 423-413-9332	Edward Jones Investment 121 Forest Avenue Chattanooga, TN 37405 423-267-8433
Janice Houser	2400 Cone Flower Trail Chattanooga, TN 37421 423-485-9118	U.S. Express, Inc. 4080 Jenkins Road Chattanooga, TN 37421 423-510-3207
Larry B. Ingle	1305 Aswan Drive Signal Mtn., TN 37377 423-240-7864	Highway 58 Liquors 4762 Hwy. 58, Ste. 100 Chattanooga, TN 37377 423-899-6592
Nona Jackson	10017 Hunter Trace Drive Soddy Daisy, TN 37379 423-774-3707	North West Utility District PO BOX 575 Soddy Daisy, TN 37384 423-332-2427
Sylvia D. Jacobs	4811 Delaware Drive Chattanooga, TN 37412 423-443-6026	Burner Systems Int., Inc. 3600 Cummings Road Chattanooga, TN 37419 423-822-4017
Ursula W. Jenkins	806 Callaway Court Chattanooga, TN 37421 423-752-4401	Baker Donelson 633 Chestnut Street Chattanooga, TN 37450 423-752-4401
Sharon L. Jones	11633 Holly Circle Soddy Daisy, TN 37379 423-503-0173	Miller & Martin, PLLC. 832 Georgia Ave., Ste. 1000 Chattanooga, TN 37402 423-756-6600

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
P Kato	5071 Ooltewah Ringgold Rd., # 101 Ooltewah, TN 37363 754-235-6813	Hamilton County Clerk's Office 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-6525
Reba K. Kunselman	9420 Berkshire Circle Chattanooga, TN 37421 423-855-1794	New Covenant Fellowship 1326 N. Moore Road Chattanooga, TN 37411 423-899-8001
Kari A. Lawman	12118 McGhee Rd. Apison, TN 37302 706-581-4691	City of Chattanooga 1250 Market Street Chattanooga, TN 37402 423-643-6028
Vickie I. Little	2530 Allison Drive Chattanooga, TN 37421 423-892-2012	White's Cycle & Marine 4917 Hwy. 58 N Chattanooga, TN 37416 423-499-6000
Ashley Makimaa	8178 Savannah Hills Drive Ooltewah, TN 37363 423-599-3519	Center for Sports Medicine 2415 McCallie Avenue Chattanooga, TN 37404 423-624-2696
Katty Y. Martinez	5001 Kenner Avenue Chattanooga, TN 37415 N/A	Mundo Hispano Americano 5630 Hwy. 153, Ste. L Hixson, TN 37343 423-870-7050
Debra Massey	305 Westview Drive Rossville, GA 30741 423-488-0517	Chuck Yarbrough State Farm 5928 Hixson Pike, Ste. A-308 Hixson, TN 37343 423-842-3700
Joyce Mathews	2413 Queens Lace Trail Chattanooga, TN 37421 423-605-5835	Long of Chattanooga 6035 International Drive Chattanooga, TN 37421 423-855-5664
Jeffrey B. Mattheiss	1807 Tombras Avenue East Ridge, TN 37412 423-867-2946	Hamilton County Clerk 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6500
Sharon S. Maynard	5235 W. Hwy. 136 Chickamauga, GA 30707 423-618-5680	Erlanger 1751 Gunbarrel Rd. Chattanooga, TN 37421 423-778-8735

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Robert N. Meeks	3232 Camp Road Apison, TN 37302 423-236-4191	Self Employed Attorney 717 Georgia Avenue Chattanooga, TN 37402 423-710-1156
Tya Mercer	112 Bentley Drive Rossville, GA 30741 423-834-1516	White Electrical Construction Co. 1801 East 23rd Street Chattanooga, TN 37404 423-629-1418
Sue Miller	1317 Leaside Lane Hixson, TN 37343 423-838-8784	Tennessee Financial Planning 240 Forest Ave. #302 Chattanooga, TN 37405 423-756-2710
Jerry Miller	933 Ravine Road Signal Mtn., TN 37377 423-886-3742	Self Employed 306 Ashland Terrace Chattanooga, TN 37415 423-876-0633
Debbie Kay Mooney	180 Hickman Street Soddy Daisy, TN 37379 423-774-0964	TVA 1101 Market Street Chattanooga, TN 37402 423-751-2709
Linda Moses	203 Cline Street Chattanooga, TN 37415 423-875-5313	Roadtec, Inc. 800 Manufacturers Road Chattanooga, TN 37405 423-265-0600
Jerre B. Mosley	1004 East Dallas Road Chattanooga, TN 37405 423-718-3517	Patrick, Beard, Schulman, & Jacoway 537 Market Street, Ste. 202 Chattanooga, TN 37402 423-756-7117
Lisa M. Odom	5120 Mimosa Circle Chattanooga, TN 37416 423-645-2141	Hamilton County Clerk 625 Georgia Avenue Chattanooga, TN 37402 423-209-6525
Caleeta L. Palmer	1323 Greenbrook Lane Hixson, TN 37343 423-842-4473	BCBS of TN 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-3661
Darian Miguell Paris	6204 Gibbs Lane Ooltewah, TN 37363 423-394-7939	SunTrust Bank 1900 Gunbarrel Rd. Chattanooga, TN 37421 423-553-1761

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Janice L. Pate	822 Callaway Court Chattanooga, TN 37421 423-991-7620	Memorial Health Services 1949 Gunbarrel Rd., Ste. 305 Chattanooga, TN 37421 423-495-4620
Doris N. Peak	2728 US 127 Signal Mtn., TN 37377 423-886-4035	Milligan-Reynolds Guaranty Title Agency 724 Cherry Street Chattanooga, TN 37402 423-756-0911
Toni Perry	1168 Fuller Glen Circle Chattanooga, TN 37421 423-386-5859	Chattanooga Allergy Clinic 6624 Lee Highway Chattanooga, TN 37421 423-899-0431
Lisa A. Perry	6514 Levi Rd. Hixson, TN 37343 423-999-5367	Realty Title & Escrow Services 1510 Gunbarrel Road, Ste. 106 Chattanooga, TN 37421 423-896-9556
Anita D. Porter	2323 Marco Circle Chattanooga, TN 37421 423-902-2741	Spicer, Rudstrom, PLLC. 537 Market Street, Ste. 203 Chattanooga, TN 37402 423-756-0262
M. Quarles	8403 Fair Oaks Rd. Hixson, TN 37343 423-842-2519	CFECU 2011 Stein Drive Chattanooga, TN 37421 423-892-3738
Kayla D. Riddle	6764 White Tail Drive Ooltewah, TN 37363 423-443-2085	PetSmart 2130 Gunbarrel Road Chattanooga, TN 37421 423-899-9223
Robyn Ring	819 Lynnstone Drive Chattanooga, TN 37405 423-242-8036	River City Property Management, Inc. 317 Sylvan Street Chattanooga, TN 37405 423-648-7368
Wayne Roach	4103 Belvoir Drive Chattanooga, TN 37412 423-290-6480	Self Employed Realtor 6210 Ringgold Road Chattanooga, TN 37412 423-899-3200
David Ruffin	1919 Bay Pointe Drive Hixson, TN 37343 423-653-7237	Chattanooga Fire Department 910 Wisdom Street Chattanooga, TN 37406 N/A

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Melanie A. Sadler	103 Asbury Drive Chattanooga, TN 37411 423-622-8171	UTC Human Resources 615 McCallie Avenue Chattanooga, TN 37403 423-425-4729
Sheryl E. Sauceman	1907 Skyline Drive Chattanooga, TN 37421 423-280-5878	Winesett - Hill Constructors, Inc. 5173 Austin Road Hixson, TN 37343 423-877-2477
Jeffrey Scott Schaarschmidt	600 Georgia Ave., #53 Chattanooga, TN 37402 423-265-1313	Self Employed 707 Georgia Ave., Ste. 407 Chattanooga, TN 37402 423-265-0035
Stacey Scoggins	7015 Garfield Road Harrison, TN 37341 423-322-8973	U.S. Express, Inc. 4080 Jenkins Road Chattanooga, TN 37421 423-510-3609
Dawn Simpson	9103 Glouster Lane Chattanooga, TN 37416 423-304-1308	Chattem, Inc. 1715 West 38th Street Chattanooga, TN 37409 423-822-3360
Velma Slater-Varner	3425 Retro Hughes Rd. Graysville, TN 37338 423-554-3824	Filter Specialists, Inc. 117 Industrial Park Dr. Soddy Daisy, TN 37379 423-332-2917
Brett Smalley	1304 Dreamcatcher Way Hixson, TN 37343 423-309-8674	Brett Smalley State Farm 5864 Hwy. 153, Ste. 120 Hixson, TN 37343 Same
Angela M. Smith	824 E. Old Lovelady Road Hixson, TN 37343 423-903-8419	Galen North Pediatrics 1039 Executive Drive, Ste. 101 Hixson, TN 37343 423-874-0125
Robbin M. Smith	4502 Norcross Rd., #B Hixson, TN 37343 423-876-0059	Chatt. State Community College 4501 Amnicola Hwy. Chattanooga, TN 37406 423-697-2443
Angela M. Solis	1608 Ramsgate Pkwy. Hixson, TN 37343 423-847-9888	North West Utility District 9905 Dayton Pike Soddy Daisy, TN 37379 423-332-2427

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Teri L. Sosebee	707 Old Dallas Road Chattanooga, TN 37405 423-265-9238	Medical Management Professionals 5959 Shallowford Rd., Ste. 559 Chattanooga, TN 37421 423-424-3823
Kacy Stephens	1011 Hurst Street Chattanooga, TN 37412 423-599-9185	Hamilton County 6135 Heritage Park Drive Chattanooga, TN 37416 423-209-7910
Jackie Strand	4715 Bonny Oaks Drive Apt. # 315 Chattanooga, TN 37416 386-266-8741	UTC Human Resources 615 McCallie Avenue Chattanooga, TN 37403 423-425-4221
Amanda Sullivan-Dukes	1015 Hanover Street Chattanooga, TN 37405 423-505-5764	Chattcars.com 4000 Hixson Pike Chattanooga, TN 37415 423-508-8966
J. Michelle Tallent	8707 Brow Lake Rd. Soddy Daisy, TN 37379 423-903-6819	Chattanooga Internal Medicine 605 Glenwood Drive, Ste. 300 Chattanooga, TN 37404 423-495-2690
Kimberlyn S. Tatum	10926 Meadowview Road Georgetown, TN 37336 423-344-3453	Sherman & Reilly, Inc. 400 W. 33rd Street Chattanooga, TN 37410 423-756-5300
Jacqueline R. Taylor	3600 Saluda Street Chattanooga, TN 37406 423-698-8343	Taylor Funeral Home 3417 Wilcox Blvd. Chattanooga, TN 37411 423-622-8152
John R. Taylor, Jr.	9212 Magic Mountain Drive Chattanooga, TN 37421 423-892-5087	Taylor Funeral Home 3417 Wilcox Blvd. Chattanooga, TN 37411 423-622-8152
Charles E. Teasley	3806 Anderson Pike Signal Mtn., TN 37377 423-886-5743	Hamilton County 123 East 7th Street Chattanooga, TN 37402 423-209-6444
Anne Thomas	139 Glenda Lane Ringgold, GA 30736 423-618-2767	Teeter Law Office 1415 Market Street Chattanooga, TN 37402 423-267-2211

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Suella S. Thorne	9228 Springfield Road Soddy Daisy, TN 37379 423-332-8030	Century Title & Escorw, Inc. 7047 Lee Highway, Ste. 205 Chattanooga, TN 37421 423-894-1890
Lynda D. Tucker	1123 Hillsboro Drive Chattanooga, TN 37412 423-667-7324	Capstone Properties 3804 St. Elmo Ave., Ste. 103 Chattanooga, TN 37409 423-821-7558
Stephen Turman	4306 Tee Pee Drive Chattanooga, TN 37406 423-855-3724	Federal Defender Services 835 Georgia Ave., Ste. 600 Chattanooga, TN 37402 423-756-4349
Joseph Ambrose Upshaw, III	8613 Oak View Drive Chattanooga, TN 37421 423-593-8858	Wacker Chemical 27 Wacker Blvd. Charleston, TN 423-780-8210
Sherry Valenzuela	1034 Hill Crest Rd. Hixson, TN 37343 423-309-5597	The Hamilton Firm 2401 Broad Street, Ste. 102 Chattanooga, TN 37408 423-634-0871
Deborah VanWestbroek	7140 Tyner Crossing Drive Chattanooga, TN 37421 423-443-7233	Simonds Law Firm 427 E. 5th St., Ste. 100 Chattanooga, TN 37403 423-285-6158
Laura G. Watkins	8396 Morin Road Chattanooga, TN 37421 423-894-6929	Chattanooga Family Practice Assoc. 961 Spring Creek Road Chattanooga, TN 37412 423-892-2221
Carol Weaver	8636 Hidden Branches Rd. Harrison, TN 37341 423-364-0925	River City Property Management, Inc. 317 Sylvan Street Chattanooga, TN 37405 423-648-7368
LeaAnn West	1347 Marrick Way Soddy Daisy, TN 37379 423-843-4611	Dallas Bay Baptist Church 8305 Daisy Dallas Road Hixson, TN 37343 423-842-9299
Vicki S. West	407 Meadowlark Trail Chattanooga, TN 37412 423-499-0755	Patrick, Beard, Schulman & et al, P.C. 537 Market Street #2 Chattanooga, TN 37402 423-756-7117

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS  
JANUARY 15, 2014**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Karen S. White	7105 Pine Hurst View Ct. Chattanooga, TN 37416 423-344-4301	White's Cycle & Marine 4917 Highway 58 Chattanooga, TN 37416 423-499-6000
Dawn R. Witt	3168 Stepping Rock Drive Apison, TN 37302 423-598-0025	Murphey Financial Services 6212 Dayton Blvd., Ste. C Hixson, TN 37343 423-842-2202
Patty L. Wolfe	139 Oakwood Drive Soddy Daisy, TN 37379 423-332-3311	T.C. Thompson Children's Hospital 910 Blackford Street Chattanooga, TN 37403 423-778-6217
Donna N. Worley	1611 Adair Avenue Chattanooga, TN 37412 423-468-4404	Galen OB Gyn 1651 Gunbarrel Rd. #201 Chattanooga, TN 37421 423-899-9133
Sarah Elizabeth Wyatt	3902 Peach Street Chattanooga, TN 37406 606-499-0063	Cornerstone Community Bank 8966 Old Lee Highway Ooltewah, TN 37363 423-385-3170
Mitzi D. Young	349 Celestial Lane Hixson, TN 37343 423-240-4150	Card Monroe Corp. PO BOX 639 Hixson, TN 37343 423-842-3312
Cindi Young	2327 Bending Oak Drive Chattanooga, TN 37421 423-499-9428	Southern Adventist University PO BOX 370 Collegedale, TN 37315 423-236-2816
Crystal Zimmerman	4226 Cripple Bush Court Apison, TN 37302 615-406-0823	SunTrust 6 Cherokee Blvd. Chattanooga, TN 37405 423-266-2087

**BEFORE THE COUNTY MAYOR OF HAMILTON COUNTY TENNESSEE**

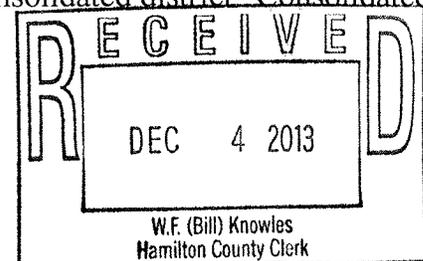
**In re: MODIFIED JOINT PETITION FOR CONSOLIDATION OF NORTH WEST  
UTILITY DISTRICT AND MOWBRAY UTILITY DISTRICT OF HAMILTON  
COUNTY, TENNESSEE**

**MODIFIED ORDER APPROVING CONSOLIDATION PETITION**

A public hearing was held before the undersigned on the 4th day of December, 2013, upon the Modified Joint Petition for Consolidation ("Petition") of North West Utility District ("North West") and Mowbray Utility District of Hamilton County, Tennessee, commonly referred to as "Mowbray Mountain Utility District" ("Mowbray"). In attendance were David Callahan, the manager for each utility district, R. Dee Hobbs, counsel for North West and Mowbray, Larry Kidwell, Municipal Adviser for the districts, Glenn Brumlow, James Farmer, Bill McGriff, Fred Morgan, Jeffrey Templeton, and Carlos Wilson. Mr. Callahan and Mr. Hobbs made presentations in support of the Petition, while no one spoke in opposition to it.

The undersigned has considered the assertions in the Petition, the comments of those in attendance, documentation provided with the Petition, and the presentation of Mr. Callahan and Mr. Hobbs, and makes the following findings:

1. Mowbray is a utility district created under the Utility District Act of 1937 as amended, T.C.A. §§ 7-82-101, *et seq.* Mowbray provides water service to its customers in Hamilton County and adjacent areas of Sequatchie and Bledsoe Counties.
2. North West is a utility district created under the Utility District Act of 1937 as amended, T.C.A. §§ 7-82-101, *et seq.* North West owns and operates a water supply, distribution, and water treatment system for the benefit of its customers in Hamilton County, Tennessee.
3. The Board of Commissioners of North West has adopted a Resolution authorizing consolidation with Mowbray by transferring all of the assets, property, liabilities and obligations of North West to Mowbray. To set forth the terms of such consolidation, a Modified Consolidation Agreement has been executed by Mowbray and North West. A copy of the Resolution of North West is attached as Exhibit 1 to the Petition. A copy of the Modified Consolidation Agreement is attached as Exhibit 3 to the Petition. The undersigned has reviewed the aforementioned documents and concludes that they evidence an intention on the part of North West to consolidate with Mowbray.
4. The Board of Commissioners of Mowbray has adopted a Resolution authorizing consolidation with North West by accepting and assuming all of the assets, property, liabilities and obligations of North West. A copy of the Resolution of Mowbray is attached as Exhibit 2 to the Petition. The undersigned has reviewed the aforementioned document and concludes that it evidences an intention on the part of Mowbray to consolidate with North West. The Petition of North West and Mowbray is submitted in accordance with T.C.A. §7-82-202 (e)(1)(A) for a modified order permitting their consolidation resulting in a consolidated district "Consolidated



District") to be called the "North West Utility District of Hamilton County, Tennessee," and it is alleged that such consolidation is requested for the purpose of more efficiently and conveniently furnishing the services authorized by their respective orders of creation.

5. The terms of the transfer and consolidation of North West with Mowbray is set forth in the Modified Consolidation Agreement. Pursuant to T.C.A. §7-82-202(e)(1)(B) and (f), North West will convey all of its real property, personal property (tangible and intangible), legal rights, entitlements, obligations, and liabilities to Mowbray. Upon the granting of the Petition and the transfer of all of the assets, property, liability and obligations of North West as provided by this Modified Order, the North West and Mowbray water systems shall be managed and operated by the Consolidated District in accordance with the rules, regulations and policies as are adopted by the Board of Commissioners of the Consolidate District from time to time. Further, upon the granting of this Petition and after the transfer of all of North West's assets, property, liabilities and obligations, North West shall be dissolved as a separate entity in accordance with T.C.A. §7-82-202(f).

6. North West and Mowbray assert that their consolidation is in the best interests of their customers. The Consolidated District will have the financial resources to maintain, improve, and make extensions to the Mowbray and North West water systems which will improve and extend service to present and future customers.

7. Mowbray and North West assert that the consolidation is required by the public convenience and necessity, is economically feasible, and is in the public interest. The undersigned is authorized by T.C.A. §7-82-202(e)(1)(B) to enter a modified order approving the consolidation of North West and Mowbray.

8. Having received the Petition on November 20, 2013, the undersigned scheduled a hearing within thirty (30) days thereafter and ordered publication of notice of the hearing in a newspaper of general circulation in Hamilton County, all as required by T.C.A. §7-82-202(a). Such public notice was given on November 22, 2013.

9. As evidenced by appropriate mailings issued by the undersigned, notice has been given of the filing of this Petition and of the date of the hearing at least ten (10) days before the hearing to the Mayors of all towns with populations of 5,000 or more within five (5) miles of the boundaries of North West and Mowbray and to the Mayors of all towns with populations of less than 5,000 within three (3) miles of the boundaries of each party, as required by T.C.A. §7-82-202(a).

10. The undersigned has given notice of the filing of this Petition and of the date of the hearing at least ten (10) days before the hearing to the managing officials of all water, sewer, or gas service facilities operated by a county, city, or utility district within three (3) miles of the boundaries of North West and Mowbray, as required by T.C.A. §7-82-202(a).

11. The undersigned finds that granting the Petition is required by the public convenience and necessity, is economically sound and desirable, and is in the public interest. Therefore, a Modified Order should be entered approving the consolidation. Specifically, the undersigned has determined that several factors militate in favor of granting the Petition, as follows:

a. The credit position of the Consolidated District will likely be improved, and it is also likely that its bond rating will be upgraded;

b. The existing debt of Mowbray and North West can be consolidated and can likely be refinanced at a lower rate. In addition, the combined debt ratio will improve as the debts of Mowbray and North West are combined.

c. Consolidation will combine and thus likely lower related costs. Accounting services will be decreased by moving from two sets of books to one, and consolidation will decrease Tennessee Association of Utility District fees from two subscribers to one.

d. Consolidation of Mowbray and North West is expected to at least stabilize, if not lower, rates for customers.

e. Consolidation is expected to enable a combined district to more adequately address water loss;

f. Consolidation can create more supply source options as interconnection can be made in the future between what are now separate boundaries for the two districts.

g. Customers can begin enjoying equal access to administrative and maintenance functions.

12. The Consolidated District shall be known as the "North West Utility District of Hamilton County, Tennessee."

13. The Petition was submitted to the Utility Management Review Board ("Board") as required by T.C.A. §7-82-202(g), and while approval of that Board is not required, it appears that the Board has spoken favorably regarding the proposed consolidation.

14. Commissioners for the Consolidated District have been nominated and shall be appointed as required by T.C.A. §7-82-202(e)(2) and as referenced below.

13. Attached as Exhibit A to this Modified Order is the description of the boundaries of the Consolidated District, and such description is hereby designated to define the territorial limits of the Consolidated District as required by T.C.A. §7-82-202(e)(1)(B)(ii).

IT IS THEREFORE ORDERED as follows:

a. The Petition is granted in accordance with T.C.A. §7-82-202(e)(1)(B), it being shown that the relief sought therein is required by the public convenience and necessity, is economically sound and desirable, and is in the public interest.

b. The boundaries of the Consolidated District shall be the present boundaries of the North West and Mowbray as set forth in collective Exhibit A attached hereto and incorporated herein by reference.

c. The Consolidated District shall fully assume the operation of the systems being consolidated and transferred, shall account for the revenues of the systems in such a manner as not to impair the obligations of the contract with reference to bond issues or other legal obligations of Mowbray or North West, and shall fully preserve and protect the contract rights vested in the owners of any outstanding bond, obligations or contractual interests, as provided in the Consolidation Agreement.

d. The transfer of all of the assets, property, liabilities and obligations of North West to Mowbray will transpire as soon as practicable, and after such transfer is complete, action shall be taken to dissolve North West as a separate legal entity.

e. The following individuals are appointed as commissioners for the Consolidated District, effective December 4, 2013, with the respective term of each also referenced as follows:

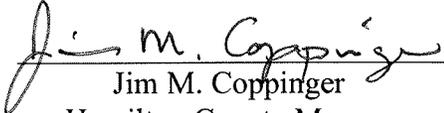
1. Bill McGriff, who shall serve an initial two-year term ending December 31, 2015;
2. Fred Morgan, who shall serve an initial two-year term ending December 31, 2015;
3. Glenn Brumlow, who shall serve an initial three-year term ending December 31, 2016;
4. Carlos Wilson, who shall serve an initial three-year term ending December 31, 2016;
5. Jeffrey Templeton, who shall serve an initial four-year term ending December 31, 2017;
6. Phyllis E. Marr, who shall serve an initial four-year term ending December 31, 2017; and
7. James Farmer, who shall serve an initial four-year term ending December 31, 2017.

f. This Modified Order supersedes all other Orders for Consolidation pertaining to the parties named as petitioners in the Petition.

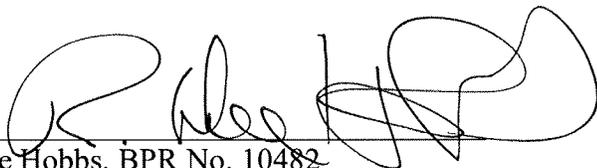
g. The Consolidated District shall be known as the "North West Utility District of Hamilton County, Tennessee."

h. All costs of this matter shall be assessed to Mowbray.

ENTERED this 4<sup>th</sup> day of December, 2013.

  
Jim M. Copping  
Hamilton County Mayor

BELL & HOBBS

By: 

R. Dee Hobbs, BPR No. 10482

701 Market Street, Suite 1217

Chattanooga, TN 37402-4883

(423) 266-6461/Fax 756-8521

*Attorneys for the Petitioners, Mowbray Utility*

*District of Hamilton County, Tennessee*

*and North West Utility District*

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## **MOWBRAY UTILITY DISTRICT BOUNDARIES**

“Beginning at a point where Cooper’s Creek crosses the County line between Sequatchie County and Hamilton County; thence Northwardly along the said County line to a point where Gray Creek in Mansfield Gulf crosses said County line; thence Eastwardly down the meanderings of said Gray Creek to where the same joins Soddy Creek; thence down the meanderings of Soddy Creek to a point where elevation, contour line of nine hundred (900’) above sea level intersects with said Soddy Creek; thence Southwardly, more or less, parallel with the “Cumberland Escarpment” with said nine hundred (900’) feet elevation above sea level contour lines as it meanders to a point where the same intersects North Chickamauga Creek in North Chickamauga Gulch; thence up North Chickamauga Creek in a Westward direction to the mouth of Cooper’s Creek; thence up Cooper’s Creek in a Western direction with the meanders of said Creek to the point of beginning.”

## **MOWBRAY UTILITY DISTRICT EXPANSION INTO SEQUATCHIE COUNTY**

Being the 7<sup>th</sup> Civil District of Sequatchie County, more particularly described as follows:

Being bounded on the East by Hamilton County, on the South by Cain Creek and the south fork of Cain Creek to the Walden Ridge escarpment, on the West by the Walden Ridge escarpment, and on the North by Bledsoe County.

EXHIBIT A

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## **MOWBRAY UTILITY DISTRICT EXPANSION INTO SEQUATCHIE COUNTY**

Being part of the 8<sup>th</sup> Civil District of Bledsoe County, more particularly described as follows:

Bounded on the South by Sequatchie County, on the west by the Walden Ridge escarpment to Pitts Gap, on the North by McGill Creek, and on the East by Hamilton County.

## **MOWBRAY UTILITY DISTRICT EXPANSION IN NORTHERN HAMILTON COUNTY**

Being part of the 3<sup>rd</sup> Civil District of Hamilton County, more particularly described as follows:

Bounded on the West by Sequatchie and Bledsoe Counties, on the North by McGill Creek to elevation 1100 ft.; on the East by the Walden Ridge escarpment to elevation 1100 feet and on the South by the original northern boundary of the Mowbray Utility District as described in its Charter.

**Soddy Daisy Falling Water Utility District (North West Utility District) Real Estate  
Boundaries in Hamilton County, Tennessee**

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Beginning on a point on the Southern Railroad, one mile North of Big Soddy Creek, and running due East to a point approximately one-half mile East of the Dayton Pike (Highway #27); thence Southwesterly approximately one-half mile Southeast of and parallel to said Dayton Pike to a point approximately the center of Big Soddy Creek (now the Lake East of Soddy Community); thence down stream following the approximate center of said Lake to a point one-quarter mile Northeast of the Junction of Lovell Road, and Hixson Pike; thence one-quarter mile Southeast of and parallel to said Lovell Road, to a point one-half mile Southeast of Dayton Pike; thence one-half mile Southeast of and parallel to said Dayton Pike to a point one-quarter mile Northeast of Card Road; thence one-quarter mile East of and parallel to said Card Road, to a point one half mile East of the Southern Railroad; thence one-half mile Southeast of and parallel to said Southern Railroad; to a point one-quarter mile Northeast of the Daisy Dallas Road; thence Easterly parallel to said Daisy Dallas Road, to a point one mile East of the Southern Railroad; thence in a Northwesterly direction one-quarter mile Southwest of and parallel to the Daisy Dallas Road, to the Southern Railroad; thence Southwesterly along said Southern railroad to a point three-quarters of a mile Southwest of a large Spring near the South-east Right of Way of the Southern Railroad, know as the Cave Springs; thence Westerly to a point on the Dayton Pike, one-quarter of a mile Southwest of the intersection of Falling Water Road and Dayton Pike; thence Northwesterly one-quarter of a mile South of and parallel to said Falling Water Road to a point one-quarter mile South of the Junction of Falling Water Road and Levi Road; thence parallel to and one-quarter mile Southeast of Levi Road to a point thence parallel to and one-quarter mile Southwest of the Junction of Levi Road and Pitts Road; thence parallel to and one-quarter mile Northwest of said Levi Road, to the junction of Levi Road and Falling Water Road; thence Northwards one-quarter mile West of and parallel to Falling Water Road to the junction of Johnson Road; thence one-quarter mile Northwest of and parallel to said Johnson Road to a point one-half mile Northwest of Dayton Pike; thence Northwest of and parallel to said Dayton Pike, to a point one-quarter mile Southwest of Montlake Road; thence parallel to and one-quarter mile Southwest of said Montlake Road to a point one mile Northwest of Dayton Pike; thence Northeast to a point one-quarter mile Northeast of Montlake Road; thence Southeasterly and parallel to said Montlake Road to a point one-half mile Northwest of Dayton Pike; thence Northeast and parallel to said Dayton Pike, to a point one-quarter of a mile Northwest of Southern Railroad; thence parallel to and one-quarter of a mile Northwest of said Southern Railroad, to a point one-quarter of a mile Northwest of Southern Railroad one mile North of Big Soddy Creek; thence due East to the point of beginning.

**This area is located in Hamilton County, Tennessee, being the boundaries of the Soddy Daisy Falling Water Utility District; now known as North West Utility District.**

**Sale Creek Utility District (North West Utility District) Real Estate Boundaries in  
Hamilton, County, Tennessee**

Beginning at the common corner of Hamilton and Rhea Counties, Tennessee, in the center of McGill creek, at or near the Eastern foot of what is known as Walden's Ridge, said beginning point being about four miles Northeastward of the town of Sale Creek; thence leaving said beginning point and running Eastward along and with the line between Hamilton and Rhea Counties a distance of six miles, more or less, to the point where said Hamilton-Rhea County line is intersected by a Western reservation boundary line of Tennessee Valley Authority (TVA), at a point opposite and Westward of the mouth of Hiawassee river; thence Southward and Southeastward along and with the variations of the TVA Reservation boundary on the Western side of the Tennessee River a distance of seven and three-fourths (7.75) miles, more or less, (and when reduced to a straight line is four and two-tenths miles, more or less) to a point in said TVA Reservation boundary line on the North embankment of Sale Creek, said point being about seven hundred feet South of BM BD 64; thence Northwestward, continuing with the various lines of said TVA reservation boundary a distance of one and eighty-five hundredths (1.85) miles (and when reduced to a straight line is one mile, more or less) to the point where said TVA Reservation boundary line is crossed by what is known as the May Road, said crossing point being one-thousand feet Northeast of Brown Bridge over Sale Creek, the South end of which bridge is at or near BM BD 57; thence along and with the various meanders of the East side of said May Road a distance of eight-thousand (8,000') feet to a point on the East side of said May Road; thence leaving said May Road and running in a straight line North eighty-three degrees no minutes (83'-00') West (passing South) of what is known as Pickett Road), sixteen-thousand (16,000") feet to a point West of the Back Valley road, at or near the Eastern foot of the Cumberland Escarpment; thence along and with the meanderings of the Eastern foot of the Cumberland Escarpment thirty-thousand (30,000') feet, more or less to the point of beginning. All as shown on drawing by Betts engineering Company, Inc. No. 6292-C-51, dated April 7, 1961. County lines, TVA Reservation Boundary lines, escarpment, creeks and other natural objects and bench marks embraced in the above description are also shown on Tennessee Valley Authority Maps 111-NE Graysville; 111-SE Soddy island; 111-SW, Soddy; and 111-NW, Brayton.

**This area is located in Hamilton County, Tennessee, being the boundaries of Sale Creek Utility District of Hamilton County, Tennessee.**

This consolidation will prove to have many advantages; **the first of which will strengthen our credit position.** We will be going to the bond market in the next few days for the refunding of the entire debt of all three districts, we have been working with an *outside consultant and our Financial Advisor* to improve our AA- bond rating to AA or better and that will save our rate payers money that can be used for utility improvements and needed upgrades. As a single utilities, this could not be done. **The combined debt ratio generally goes down as debts are combined.**

**Consolidation promotes efficiency** and will help us to possibly **lower rates in the near future** or at least **stabilize** present rates. This goal is attainable because **the middle man is going away.**

*We must be aggressive in controlling water loss.* **MMUD is at 42% and NWUD is at 36%.** We have entered into a water loss program with three other utility districts and we purchased state of the art leak detection equipment to help curtail our losses. This effort will help keep the UMRB at a safe distance for a while.

**MMUD will gain a seat on our seven member Board of Commissioners** and will be given consideration in the future for another seat. This will help to allow and preserve **just representation** for the customers of Mowbray Mountain.

A future upgrade with Hixson U.D. will help to **provide another source of water** for all of our customers and will help NW if there is a catastrophic failure of the NW water system.

Consolidation generally increases efficiency and creates economies of scale that promote and promise a harvest of cost savings and earnings. For those who may not know, **economies of scale simply means that things are being done more efficiently.**

**This is about what is good for these utilities.** Our hope is to make them **stronger**, more efficient and solidify our position as a well managed & maintained utility. Myself, our employees, and our Board members will now be responsible for maintaining the personal touch to see that everything is done right and that we remain a good and efficient water provider and a good corporate citizen. I would personally like to thank Mr. Carpenter, Mr. McGriff, & Mr. Johnson for their cooperation & assistance in getting to this hearing today.

**We are now noted as the first utility districts in Hamilton County to consolidate.** We feel **this will create increased reliability for all of our customers and MM will now be granted equal consideration for both maintenance and administrative considerations.**

*Last of all, thank you, Mr. Mayor, for your involvement in this process.* We will work to continue a good working relationship with your office and the **Commissioners in our respective areas** as we move forward with these new challenges and responsibilities.

**We therefore respectfully ask for your approval of this consolidation request.**

"Talking points" for hearing to modify and finalize consolidation of utility districts

- Both districts have adopted resolutions to consolidate operations. The modification being requested is anticipated to be more beneficial to the unified district and to its customers than the first attempted consolidation.
- A modified consolidation agreement has been executed by the districts to govern operations. Mowbray will assume all liabilities as required by law.
- As required by law, a hearing was scheduled within 30 days of receiving the petition. Publication was made in the TFP on November 22, 2013, more than five days from today but not more than 15 days, as required by statute (7-82-202)
- Required notices were sent to the Mayors of towns within 5 miles of the boundaries of the districts (if more than 5,000 population) or within 3 miles if population is smaller; also, notices were provided to officials of facilities within 3 miles of the boundaries. Certified mailings were made, and confirmation of receipt of notice is in the Mayor's file
- The Mayor finds that several factors favor the consolidation request:

a. *The credit position of the Consolidated District will likely be improved, and it is also likely that its bond rating will be upgraded;*

b. *The existing debt of Mowbray and North West <sup>WILL</sup> can be consolidated and can likely be refinanced at a lower rate. In addition, the combined debt ratio will improve as the debts of Mowbray and North West are combined.*

c. *Consolidation will combine and thus likely lower related costs. Accounting services will be decreased by moving from two sets of books to one, and consolidation will decrease Tennessee Association of Utility District fees from two subscribers to one.*

d. *Consolidation of Mowbray and North West is expected to at least stabilize, if not lower, rates for customers.*

e. *Consolidation is expected to enable a combined district to more adequately address water loss;*

f. *Consolidation can create more supply source options as interconnection can be made in the future between what are now separate boundaries for the two districts.*

g. *Customers can begin enjoying equal access to administrative and maintenance functions.*

Savings  
Yes  
Cost  
Service  
Lowering  
Payment

- The Consolidated District shall be known as the "North West Utility District of Hamilton County, Tennessee."
- The Petition was submitted to the Utility Management Review Board ("Board") as required by T.C.A. §7-82-202(g), and while approval of that Board is not required, it appears that the Board has spoken favorably regarding the proposed consolidation.
- Commissioners for the Consolidated District have been nominated and shall be appointed , as required by T.C.A. §7-82-202(e)(2) and as referenced below. Such appointments shall be effective immediately.
- To be attached as Exhibit A to the Modified Order is the description of the boundaries of the Consolidated District, and such description is hereby designated to define the territorial limits of the Consolidated District as required by T.C.A. §7-82-202(e)(1)(B)(ii).

“Talking points” for hearing to modify and finalize consolidation of utility districts

- Both districts have adopted resolutions to consolidate operations. The modification being requested is anticipated to be more beneficial to the unified district and to its customers than the first attempted consolidation.
- A modified consolidation agreement has been executed by the districts to govern operations. Mowbray will assume all liabilities as required by law.
- As required by law, a hearing was scheduled within 30 days of receiving the petition. Publication was made in the TFP on November 22, 2013, more than five days from today but not more than 15 days, as required by statute (7-82-202)
- Required notices were sent to the Mayors of towns within 5 miles of the boundaries of the districts (if more than 5,000 population) or within 3 miles if population is smaller; also, notices were provided to officials of facilities within 3 miles of the boundaries. Certified mailings were made, and confirmation of receipt of notice is in the Mayor’s file
- The Mayor finds that several factors favor the consolidation request:

*a. The credit position of the Consolidated District will likely be improved, and it is also likely that its bond rating will be upgraded;*

*b. The existing debt of Mowbray and North West can be consolidated and can likely be refinanced at a lower rate. In addition, the combined debt ratio will improve as the debts of Mowbray and North West are combined.*

*c. Consolidation will combine and thus likely lower related costs. Accounting services will be decreased by moving from two sets of books to one, and consolidation will decrease Tennessee Association of Utility District fees from two subscribers to one.*

*d. Consolidation of Mowbray and North West is expected to at least stabilize, if not lower, rates for customers.*

*e. Consolidation is expected to enable a combined district to more adequately address water loss;*

*f. Consolidation can create more supply source options as interconnection can be made in the future between what are now separate boundaries for the two districts.*

*g. Customers can begin enjoying equal access to administrative and maintenance functions.*

- The Consolidated District shall be known as the "North West Utility District of Hamilton County, Tennessee."
- The Petition was submitted to the Utility Management Review Board ("Board") as required by T.C.A. §7-82-202(g), and while approval of that Board is not required, it appears that the Board has spoken favorably regarding the proposed consolidation.
- Commissioners for the Consolidated District have been nominated and shall be appointed , as required by T.C.A. §7-82-202(e)(2) and as referenced below. Such appointments shall be effective immediately.
- To be attached as Exhibit A to the Modified Order is the description of the boundaries of the Consolidated District, and such description is hereby designated to define the territorial limits of the Consolidated District as required by T.C.A. §7-82-202(e)(1)(B)(ii).

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
OATHS OF DEPUTY SHERIFFS  
JANUARY 15, 2014**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Edward A. Neufeld	November 21, 2013

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STATE OF TENNESSEE }  
Hamilton County } ss.

I, Edward A. Neufeld ....., 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  
21<sup>st</sup> day of November, 2013.

W.F. Knowles .....

By Rodney E. Dadd .....

  
.....  
**Edward A. Neufeld**



# Hamilton County Board of Commissioners RESOLUTION

No. 114-2

## A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL DISTRICT TO A-1 AGRICULTURAL DISTRICT, PROPERTY LOCATED AT 10925 HIGHWAY 58

**WHEREAS**, Paula Buchner petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-2A Rural Residential District to A-1 Agricultural District, property located at 10925 Highway 58, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Paula Buchner requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 15, 2014, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from R-2A Rural Residential District to A-1 Agricultural District, property located at 10925 Highway 58. Being all that part of an unplatted tract of land located at 10925 Highway 58, which is currently zoned R-2A, being part of the property described in Deed Book 5916, Page 358, ROHC. Tax Map 061-025.09 (part) as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

2013-138 Hamilton County  
November 11, 2013

RESOLUTION

WHEREAS, Paula Buchner petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-2A Rural Residential District to A-1 Agricultural District, property located at 10925 Highway 58.

Being all that part of an unplatted tract of land located at 10925 Highway 58, which is currently zoned R-2A, being part of the property described in Deed Book 5916, Page 358, ROHC. Tax Map 061-025.09 (part) as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on November 11, 2013,

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

AND WHEREAS, no one was present in opposition to the petition,

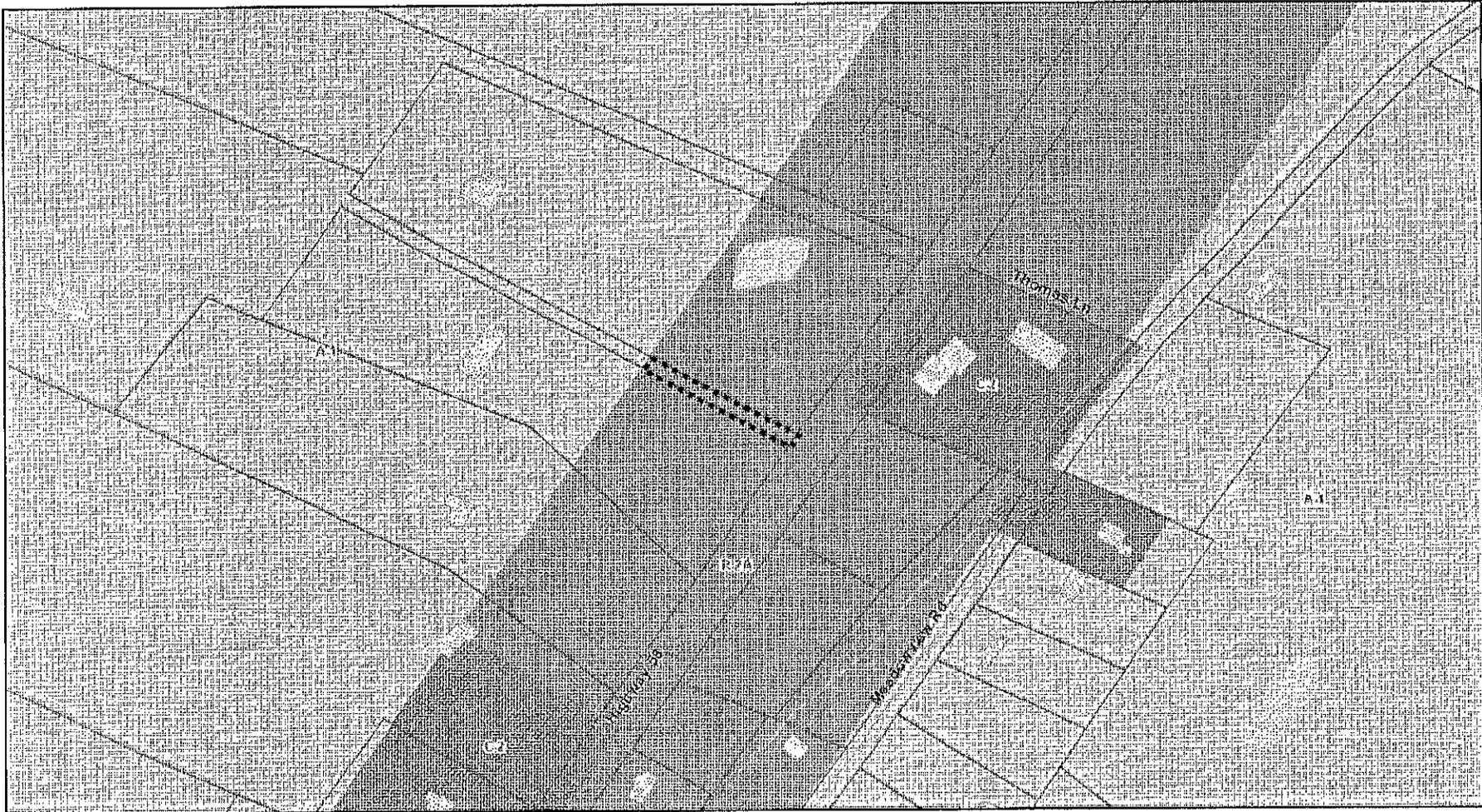
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on November 11, 2013, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



**2013-138 Rezoning from R-2A to A-1**

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2013-138: Approve.



250 ft

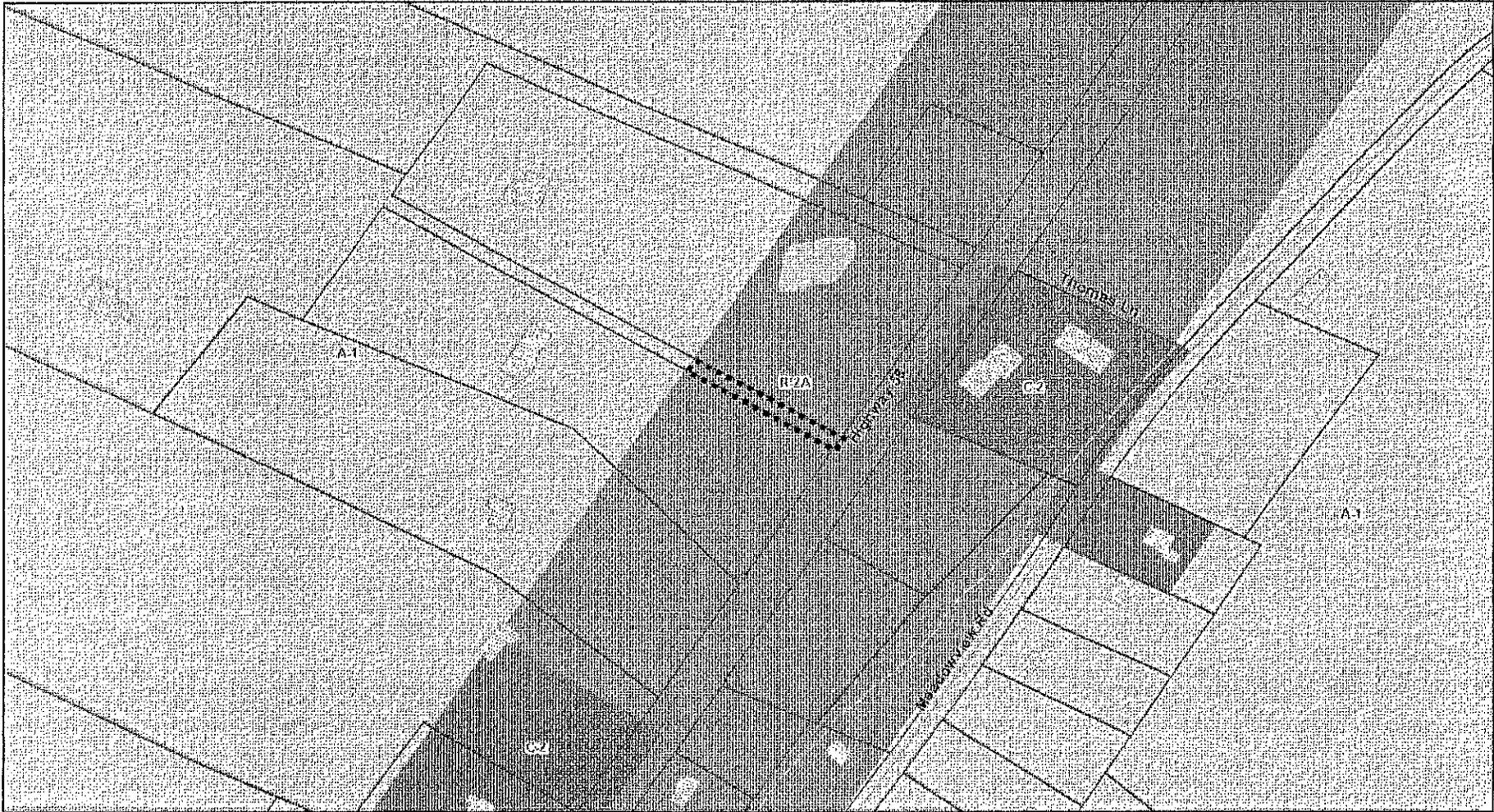
**Chattanooga Hamilton County Regional Planning Agency**



**RPA STAFF RECOMMENDATION**

**Planning Commission Recommendation:  
Approve Staff Recommendation**

<b>Case Number:</b>	<b>2013-138</b>	<b>PC Meeting Date: 11-11-2013</b>
<b>STAFF RECOMMENDATION:</b>	<b>APPROVE</b>	
<b>Land Use &amp; Transportation Comments</b>		
<b>Planning Staff:</b>	<p><b><u>Applicant Request Overview</u></b>                      The applicant is requesting to rezone 0.16 +/- acres in unincorporated Hamilton County from R-2A Rural Residential District to A-1 Agricultural District for the purpose of erecting a business sign.</p> <p><b><u>Site Description</u></b>                      The property is located at 10925 Highway 58. The site is operating as an Alpaca Farm; there is a primary residence along with several large outbuildings. The area to be rezoned is the driveway to the farm.</p> <p><b><u>Zoning History</u></b>                      There are no previous zoning requests at this location. The property is surrounded by A-1 Agricultural District Zoning with the exception of the segment of the driveway that is currently zoned R-2A Rural Residential.</p> <p><b><u>Plans/Policies</u></b>                      The Hamilton County Comprehensive Plan identifies this area as part of the Rural Growth Sector, wherein low-intensity rural and agricultural uses are to be expected.</p> <p><b><u>Staff Recommendation</u></b>                      The Regional Planning Agency recommends approval of this rezoning request. Since the R-2A Rural Residential District does not allow for signs, rezoning was the only mechanism by which the applicant could place signage for a legally operating agritourism business.</p>	
<b>Infrastructure &amp; Operational Comments</b>		
	<p>All land development projects are reviewed by Hamilton County Engineering and Water Quality Program staff. In addition, all land development in Hamilton County is required to comply with current building codes, zoning regulations, water quality, and landscape regulations.</p> <p>Additional requirements, if needed, are indicated by the department below either as comments or as conditions recommended to be attached to the final resolution.</p>	



**2013-138 Rezoning from R-2A to A-1**



250 ft

**Chattanooga Hamilton County Regional Planning Agency**





# Hamilton County Board of Commissioners RESOLUTION

No. 114-3

## A RESOLUTION TO REZONE FROM R-3 APARTMENT-TOWNHOUSE DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 8801 WANDERING WAY

**WHEREAS**, Robert E. Bowers petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-3 Apartment-Townhouse District to R-1 Single Family Residential District, property located at 8801 Wandering Way, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Robert E. Bowers requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 15, 2014, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from R-3 Apartment-Townhouse District to R-1 Single Family Residential District, property located at 8801 Wandering Way. An unplatted tract of land located at 8801 Wandering Way, beginning at the northwest corner of Tax Map 150-173 going southwest 712.61 feet, thence southeast 709.23 feet, thence northeast 522.12 feet, thence northwest 421.57 feet, thence 181.75 feet northeast, thence 324.18 feet northwest to the point of beginning, being part of the property described in Deed Book 5181, Page 148, ROHC. Tax Map 150-173 (part) as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

2013-142 Hamilton County  
November 11, 2013

RESOLUTION

WHEREAS, Robert E. Bowers petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-3 Apartment-Townhouse District to R-1 Single Family Residential District, property located at 8801 Wandering Way.

An unplatted tract of land located at 8801 Wandering Way, beginning at the northwest corner of Tax Map 150-173 going southwest 712.61 feet, thence southeast 709.23 feet, thence northeast 522.12 feet, thence northwest 421.57 feet, thence 181.75 feet northeast, thence 324.18 feet northwest to the point of beginning, being part of the property described in Deed Book 5181, Page 148, ROHC. Tax Map 150-173 (part) as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on November 11, 2013,

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

AND WHEREAS, no one was present in opposition to the petition,

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on November 11, 2013, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,

  
John Bridger  
Secretary



## 2013-142 Rezoning from R-3 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2013-142: Approve.



400 ft

Chattanooga Hamilton County Regional Planning Agency



**STAFF RECOMMENDATION (Rezoning, Special Permits & Mandatory Referrals)**

<b>Case Number:</b>	<b>2013-142</b>	<b>PC Meeting Date: 11-11-2013</b>
<b>STAFF RECOMMENDATION:</b>	<b>APPROVE</b>	
<b>Land Use &amp; Transportation Comments</b>		
<b>Planning Staff:</b>	<p><b><u>Applicant Request Overview</u></b> The applicant is requesting to rezone 10.87 acres of the 11.7 acre lot from R-3 Apartment-Townhouse District to R-1 Single-Family Residential District.</p> <p><b><u>Site Description</u></b> The site is 10.87 acres of wooded land with a significant slope at the southern edge of property. There is road access from Pine Ridge Road as well as a right-of-way left for access through the Hidden Lakes community. The parcel is the only R-3 Residential District in the immediate area and is surrounded by R-1 Single-Family Residential District and A-1 Agricultural District.</p> <p><b><u>Zoning History</u></b> There is no recent zoning history for the site.</p> <p><b><u>Plans/Policies</u></b> There is no adopted plan for this area.</p> <p><b><u>Staff Recommendation</u></b> The parcel is surrounded by R-1 Single-Family Residential District and A-1 Agricultural District. The R-1 Single-Family District is an appropriate zone for the site based on the surrounding land use and zoning.</p>	
<b>Infrastructure &amp; Operational Comments</b>	<p>All land development projects are reviewed by Hamilton County Engineering and Water Quality Program staff. In addition, all land development in Hamilton County is required to comply with current building codes, zoning regulations, water quality, and landscape regulations.</p> <p>Additional requirements, if needed, are indicated by the department below either as comments or as conditions recommended to be attached to the final resolution.</p>	



**2013-142 Rezoning from R-3 to R-1**



400 ft

**Challanoga Hamilton County Regional Planning Agency**





# Hamilton County Board of Commissioners RESOLUTION

No. 114-4

**A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT AND R-2A RURAL RESIDENTIAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 9113 & 9153 HIGHWAY 58**

**WHEREAS**, Bill Fine petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District and R-2A Rural Residential District to R-1 Single Family Residential District, property located at 9113 & 9153 Highway 58, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Bill Fine requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 15, 2014, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District and R-2A Rural Residential District to R-1 Single Family Residential District, property located at 9113 & 9153 Highway 58. An unplatted tract of land located at 9153 Highway 58 and all that part of an unplatted tract of land at 9113 Highway 58, being on the west side of Highway 58, being properties described as Tracts Two (2) and Three (3) in Deed Book 9883, Page 735, ROHC. Tax Maps 086-013 and 086-035 as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

2013-147 Hamilton County  
November 11, 2013

RESOLUTION

WHEREAS, Bill Fine petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District and R-2A Rural Residential District to R-1 Single Family Residential District, property located at 9113 & 9153 Highway 58.

An unplatted tract of land located at 9153 Highway 58 and all that part of an unplatted tract of land at 9113 Highway 58, being on the west side of Highway 58, being properties described as Tracts Two (2) and Three (3) in Deed Book 9883, Page 735, ROHC. Tax Maps 086-013 and 086-035 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on November 11, 2013,

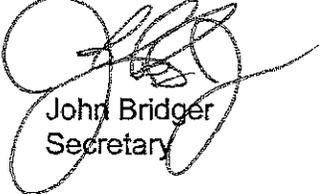
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

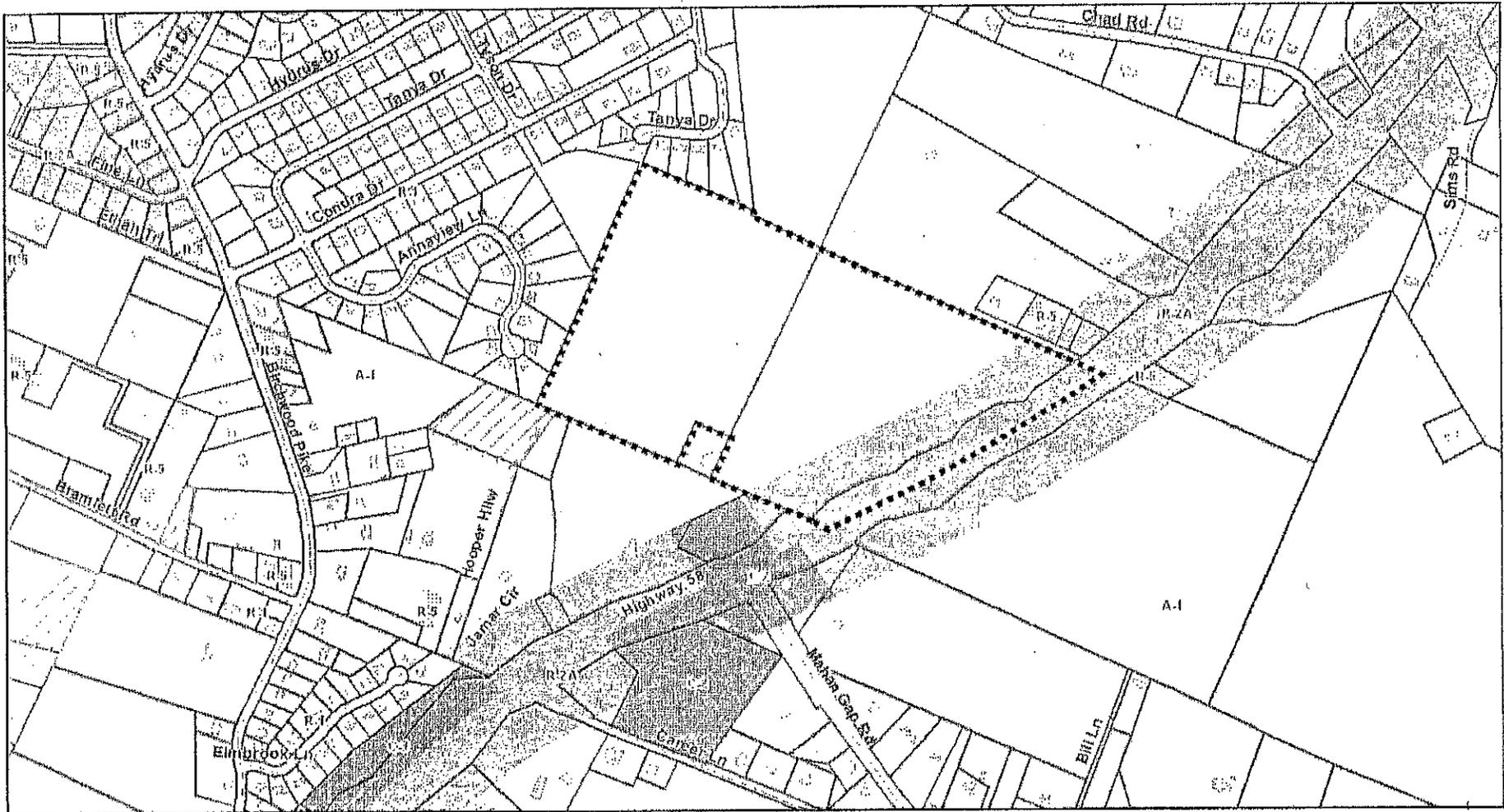
AND WHEREAS, no one was present in opposition to the petition,

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

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on November 11, 2013, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,

  
John Bridger  
Secretary



**2013-147 Rezoning from A-1 and R-2A to A-1**



700 ft

**Chattanooga Hamilton County Regional Planning Agency**



**RPA STAFF RECOMMENDATION**

<b>Case Number:</b>	<b>2013-147</b>	<b>PC Meeting Date:</b> 11-11-2013
<b>STAFF RECOMMENDATION:</b>	<b>APPROVE</b>	
<b>Land Use &amp; Transportation Comments</b>		
<b>Planning Staff:</b>	<p><u><b>Applicant Request Overview</b></u> The applicant is requesting to rezone 56.0 +/- acres in Hamilton County from A-1 Agricultural District and R-2A Rural Residential District to R-1 Single-family Residential District for the purpose of residential development.</p> <p><u><b>Site Description</b></u> The property addresses are 9113 &amp; 9153 Highway 58. The site is partially wooded with a single-family residential structure fronting Highway 58. Access to the site is good, the topography is mostly flat.</p> <p><u><b>Zoning History</b></u> There is R-1 Single-family Residential District zoning to the along the northwest portion of the site, A-1 Agricultural District is located to both the northeast and south with R-2A Rural Residential to the west. No recent zoning requests have been made at this location.</p> <p><u><b>Plans/Policies</b></u> The Hamilton County Comprehensive Plan identifies this area as part of the Transitional Growth Sector which generally serves as a buffer between the low-intensity rural areas and the slightly more intense outer suburban areas. Newer residential uses are interspersed with established agricultural activities.</p> <p><u><b>Staff Recommendation</b></u> The Regional Planning Agency recommends approval of this rezoning request as the applicant's proposed use was found to meet the intent of the Comprehensive Plan, represents the extension of an existing zone and is compatible with adjacent and surrounding land uses.</p> <p>To maintain the buffering effects of the Transition Growth Sector in which this site is located, the Regional Planning Agency recommends that the applicant consider using the Open Space Subdivision Development model as described in the Comprehensive Plan.</p> <p>Due to the lack of a interconnected road network in much of the Transition Growth Sector, the applicant should strive to provide connections to neighboring developments / properties whenever possible.</p>	
<b>Infrastructure &amp; Operational Comments</b>		
	All land development projects are reviewed by Hamilton County Engineering and Water Quality Program staff. In addition, all land	

## RPA STAFF RECOMMENDATION

development in Hamilton County is required to comply with current building codes, zoning regulations, water quality, and landscape regulations.

Additional requirements, if needed, are indicated by the department below either as comments or as conditions recommended to be attached to the final resolution.



**2013-147 Rezoning from A-1 and R-2A to A-1**



700 ft

**Challanoga Hamilton County Regional Planning Agency**





# Hamilton County Board of Commissioners RESOLUTION

No. 114-5

## A RESOLUTION TO REZONE FROM R-1 RESIDENTIAL DISTRICT TO A-1 AGRICULTURAL DISTRICT, PROPERTY LOCATED AT 5108 HIGHWAY 60

**WHEREAS**, Charles E. McMillian petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-1 Residential District to A-1 Agricultural District, property located at 5108 Highway 60, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Charles E. McMillian requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 15 2014, concerning the passage of this Resolution as required by law, and such having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from R-1 Residential District to A-1 Agricultural District, property located at 5108 Highway 60. An unplatted tract of land located at 5108 Highway 60, being the property described in Deed Book 5217, Page 573, ROHC. Tax Map 023-001 as shown on the attached map.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

2013-151 Hamilton County  
December 9, 2013

RESOLUTION

WHEREAS, Charles E. McMillian petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-1 Residential District to A-1 Agricultural District, property located at 5108 Highway 60.

An unplatted tract of land located at 5108 Highway 60, being the property described in Deed Book 5217, Page 573, ROHC. Tax Map 023-001 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on December 9, 2013,

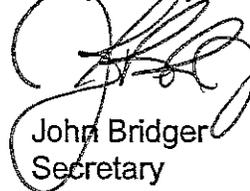
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

AND WHEREAS, no one was present in opposition to the petition,

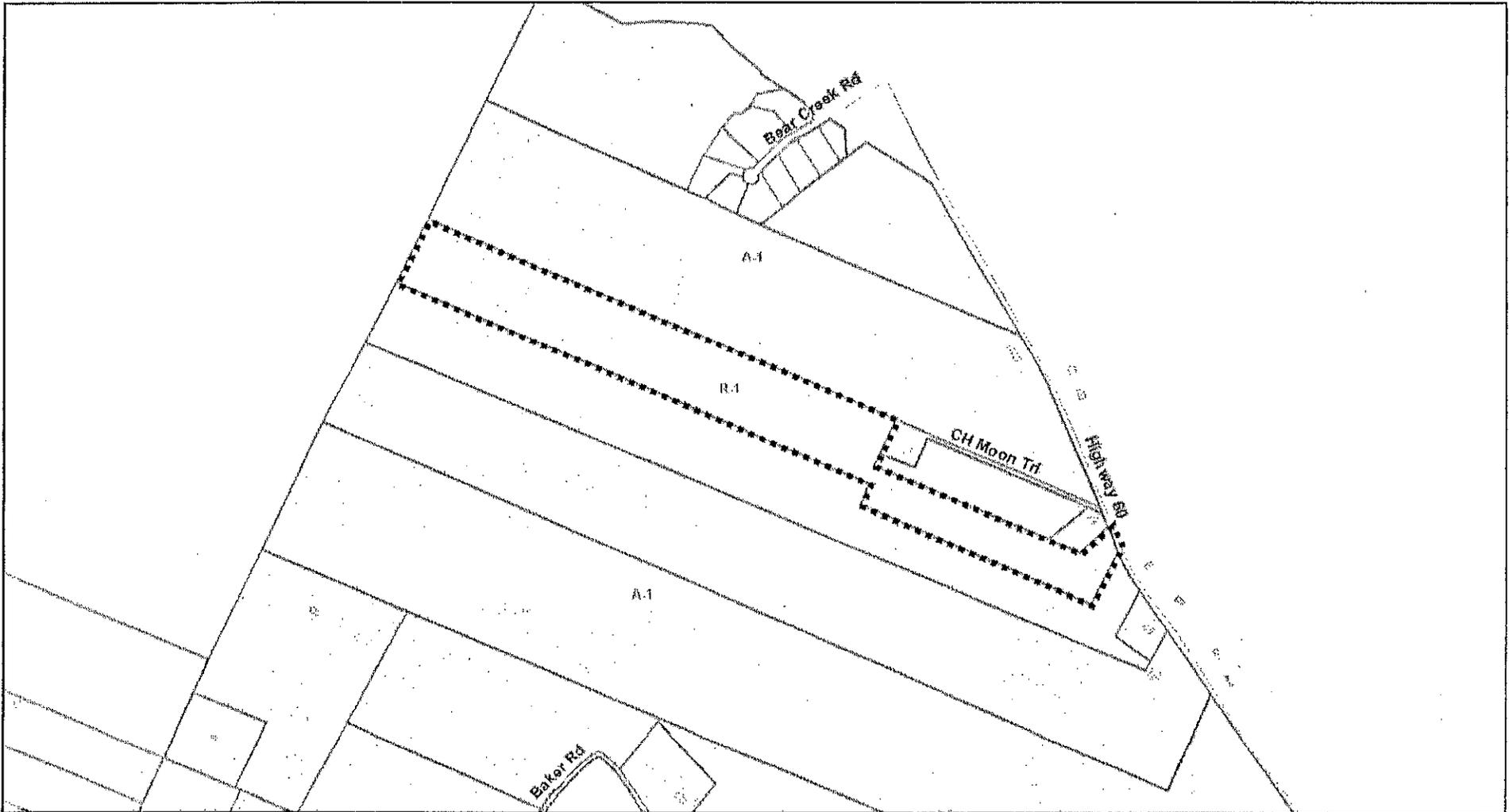
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on December 9, 2013, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2013-151 Rezoning from R-1 to A-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2013-151: Approve.



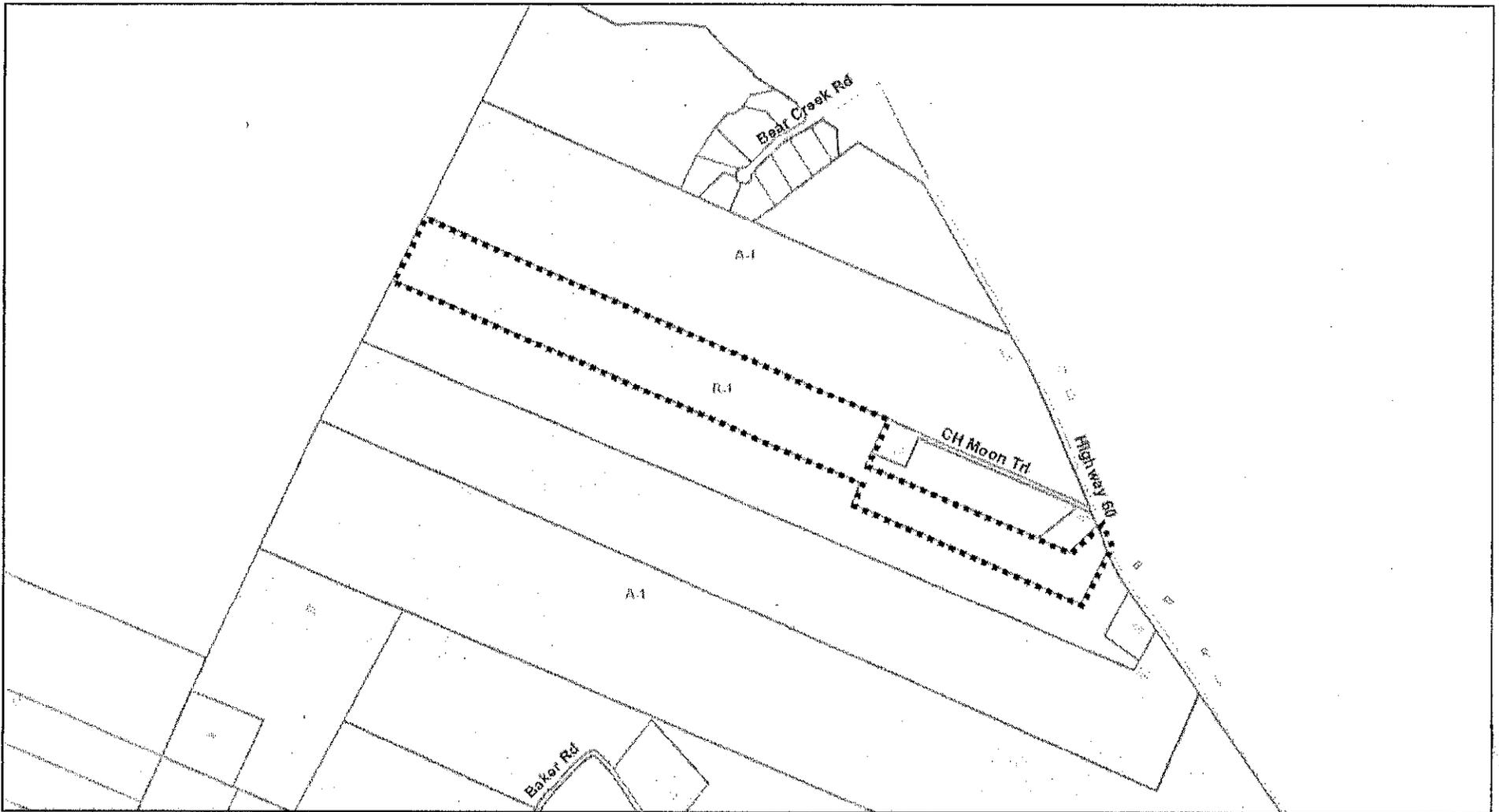
880 ft

Chattanooga Hamilton County Regional Planning Agency



## STAFF RECOMMENDATION TO PLANNING COMMISSION

<b>Case Number:</b>	<b>2013-151</b>	<b>PC Meeting Date: 12-09-2013</b>
<b>STAFF RECOMMENDATION:</b>	<b>APPROVE</b>	
<b>Land Use &amp; Transportation Comments</b>		
<b>Planning Staff:</b>	<p><b><u>Applicant Request Overview</u></b>                      The applicant is requesting to rezone 40.00 +/- acres located at 5108 Highway 60 from R-1 Single-Family Residential District to A-1 Agricultural District to build a pole barn.</p> <p>A pole barn is a farm building with no foundation and with sides consisting of corrugated steel or aluminum panels held by poles set in the ground. Hamilton County Building Inspection informed the applicant they would need A-1 Agricultural District for the proposed development.</p> <p><b><u>Site Description</u></b>                      The surrounding area consists of lands that are open or sparsely settled. The subject property is bounded by A-1 Agricultural District zoning to both the north and south parcel lines.</p> <p><b><u>Zoning History</u></b>                      The subject property was rezoned from A-1 Agricultural District to R-1 Single Home District in 1996 (PC. No. 1996-234) by Hamilton County Resolution 1196-27.</p> <p><b><u>Plans/Policies</u></b>                      The countywide Comprehensive Plan 2030 provides general guidance on appropriate future development types, land use patterns, and physical form by Development Sectors. The Plan identifies this site as part of the Rural Growth Sector characterized by large tracts of open land, forest and cultivated agricultural fields. Residential development is sparse with densities typically below one dwelling unit per acre.</p> <p><b><u>Staff Recommendation</u></b>                      The applicant intends to construct the pole barn to store farm equipment. This is a reasonable request at this location, therefore, staff recommends approval.</p>	
<b>Infrastructure &amp; Operational Comments</b>		
	<p>All land development projects are reviewed by Hamilton County Engineering and Water Quality Program staff. In addition, all land development in Hamilton County is required to comply with current building codes, zoning regulations, water quality, and landscape regulations.</p>	



## 2013-151 Rezoning from R-1 to A-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2013-151: Approve.



880 ft

Chattanooga Hamilton County Regional Planning Agency



ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): December 9, 2013.

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

This the 27th day of November, 2013.

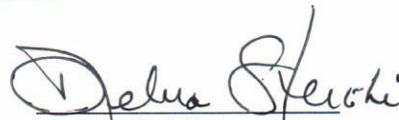
  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 27th day of November, 2013, before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 27th day of November, 2013.

My Commission Expires:  
2-18-15

  
Notary Public



ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Transportation Planning Organization for the following date(s): December 17, 2013.

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

This the 5th day of December, 2013.

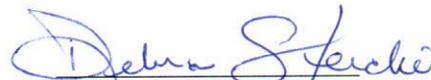
  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 5th day of December, 2013, before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 5th day of December, 2013.

My Commission Expires:  
2-18-15

  
Notary Public



OFFICE OF THE COUNTY MAYOR  
HAMILTON COUNTY, TENNESSEE

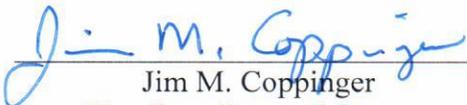
RE: REAPPOINTMENT OF FRANK GROVES, JR. AS COMMISSIONER OF WALDEN'S RIDGE  
UTILITY DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of Frank Groves, Jr. on the Walden's Ridge Utility District Board of Commissioners will expire on December 16, 2013, and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of J. Robert McKenzie.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Frank Grove, Jr. is hereby reappointed to the Walden's Ridge Utility Board of Commissioners for a term of four years, December 17, 2013, and expiring December 17, 2017.

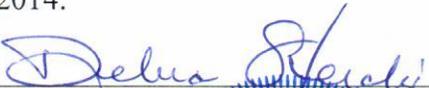
This is the 15th day of January, 2014.

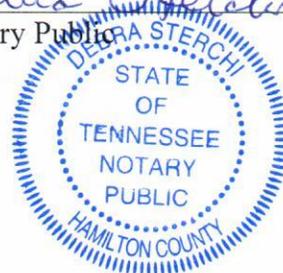
  
\_\_\_\_\_  
Jim M. Coppinger  
Hamilton County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 15th day of January, 2014 before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 15th day of January, 2014.

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



My Commission expires: February 18, 2015

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Transportation Planning Organization for the following date(s): January 7, 2014.

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

This the 30th day of December, 2013.

  
Jim M. Coppinger, County Mayor

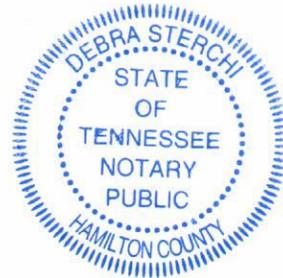
STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 30th day of December, 2013, before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 30th day of December, 2013.

My Commission Expires:  
2-18-15

  
Notary Public





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:** December 13, 2013

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of November 2013.

WFK/dkr

Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Louis Wright  
Chris Hixson, Legislative Administrator

**Hamilton County  
Trustee Report**

For the Date Range: 11/01/2013 to 11/30/2013

**RECEIVED**  
Date 12-13-13  
By Debbie Collins  
W.F. (Bill) Knowles  
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash in Bank</b>					
11001	PETTY CASH	2,451.98	0.00	0.00	2,451.98
11004	CASH WITH US BANK	0.00	12.00	12.00	0.00
11010	TRUSTEE CONCENTRATION	28,948,936.77	60,177,830.59	67,395,627.83	21,731,139.53
11020	CHILD CARE	231,105.14	210,126.18	231,896.14	209,335.18
11030	FOOD SERVICE DEPOSITORY	1,812,064.49	2,006,804.68	1,480,595.26	2,338,273.91
11040	SHERIFF COMMISSARY	183,866.05	61,904.93	62,080.16	183,690.82
	<b>Total Cash in Bank</b>	<u>31,178,424.43</u>	<u>62,456,678.38</u>	<u>69,170,211.39</u>	<u>24,464,891.42</u>
<b>Bank Deposits in Transit</b>					
11015	CASH RECEIPTS SWEEP	173,286.32	19,474,390.78	19,612,346.91	35,330.19
11050	BOE CASH RECEIPT SWEEP	0.00	47,748,757.59	47,748,757.59	0.00
	<b>Total Bank Deposits in Transit</b>	<u>173,286.32</u>	<u>67,223,148.37</u>	<u>67,361,104.50</u>	<u>35,330.19</u>
<b>Bank Outstanding Checks</b>					
11052	BOE PAYROLL SWEEP	0.00	0.00	0.00	0.00
22201	A/P CHECK PAYABLE	(1,917,617.97)	6,629,261.31	5,190,976.77	(479,333.43)
22202	FOOD SERVICE CHECK PAYABLE	(203,819.60)	886,673.03	684,981.33	(2,127.90)
22203	SHERIFF COMMISSARY CHECK PAYAB	(16,433.02)	31,543.51	31,801.10	(16,690.61)
22206	DOE A/P CHECK PAYABLE	(1,135,276.83)	15,941,166.14	15,455,405.57	(649,516.26)
22280	COUNTY PAYROLL CHECKS PAYABLE	(6,477.96)	4,141,760.39	4,140,977.97	(5,695.54)
22281	DOE PAYROLL CHECK PAYABLE	307.04	14,356,615.66	14,362,488.92	(5,566.22)
22285	DOE PAYROLL TAX PAYABLE	1,482.08	4,407,376.47	4,408,858.55	0.00
	<b>Total Bank Outstanding Checks</b>	<u>(3,277,836.26)</u>	<u>46,394,396.51</u>	<u>44,275,490.21</u>	<u>(1,158,929.96)</u>
	<b>TOTAL CASH</b>	<u>28,073,874.49</u>	<u>176,074,223.26</u>	<u>180,806,806.10</u>	<u>23,341,291.65</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	885.07	722.00	722.00	885.07
	<b>Total Other Assets</b>	<u>885.07</u>	<u>722.00</u>	<u>722.00</u>	<u>885.07</u>
	<b>TOTAL ASSETS</b>	<u>28,074,759.56</u>	<u>176,074,945.26</u>	<u>180,807,528.10</u>	<u>23,342,176.72</u>

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(10,685,458.80)	46,371,326.89	39,531,890.06	(3,846,021.97)
22251	FOOD SERVICE	(1,609,998.20)	1,284,315.38	2,015,501.03	(2,341,183.85)
22255	BOE PAYROLL	(7,724.97)	20,352,148.15	20,343,457.17	966.01
22256	BOE SELF INSURANCE	(151,558.78)	4,800,062.17	5,912,203.75	(1,263,700.36)
22257	CAPITAL MAINTENANCE	(471,098.09)	1,185,555.77	1,500,000.00	(785,542.32)
22401	EXCESS FEES	(371,313.75)	468,996.48	471,685.18	(374,002.45)
22407	PAYROLL COUNTY	(60,324.90)	6,152,000.25	6,933,624.49	(841,949.14)
22408	STORMWATER	(801,198.42)	54,026.87	28,887.52	(776,059.07)
22409	DRUG COURT	6,873.52	30,697.06	21,610.13	15,960.45
22410	COUNTY GENERAL	(689,510.35)	30,425,787.59	30,211,218.78	(474,941.54)
22412	GENERAL DEBT SERVICE	(560.74)	64,011.76	63,968.83	(517.81)
22413	OPEB TRUST	371.88	0.00	3,000.19	(2,628.31)
22414	EMPLOYEES RETIREMENT	(131,391.93)	12,293.58	10,000.00	(129,098.35)
22415	TEACHERS RETIREMENT	(1,104.88)	600.00	299.00	(803.88)
22416	LAW LIBRARY	(487.53)	2,755.99	2,755.68	(487.22)
22417	CHILDREN'S SERVICE	0.00	0.00	0.00	0.00
22418	ECONOMIC CRIMES	(500.19)	7,334.76	7,334.65	(500.08)
22419	GEN GOV'T BOND PROJECTS	287,753.18	97,747.64	322,198.28	63,302.54
22420	CAPITAL PROJECTS	(4,145.40)	43,675.95	49,327.72	(9,797.17)
22421	INDUSTRIAL DEVELOPMENT	(2,522.85)	690,878.81	690,896.20	(2,540.24)
22422	RIVERWALK/FISHING PIER	(5,000.68)	450,254.19	450,243.02	(4,989.51)
22423	RECREATION CAPITAL PROJECTS	58,456.28	42,782.22	0.00	101,238.50
22426	SELF INSURANCE	(59,300.80)	3,488,702.94	3,431,542.32	(2,140.18)
22428	LIABILITY INSURANCE	(2,499.31)	135,299.24	135,304.74	(2,504.81)
22430	HOTEL/MOTEL	(426,292.33)	426,292.33	498,945.14	(498,945.14)
22434	JUVENILE COURT CLERK AGENCY	(702.77)	372,884.25	372,867.93	(686.45)
22435	FACILITY BONDS-SERIES 2010A	(2,801.65)	0.00	0.58	(2,802.23)
22436	BOND FUND-SERIES 2010B	(887,933.25)	0.00	184.99	(888,118.24)
22437	ECONOMIC BONDS-SERIES 2010C	(12,897.54)	7,837.79	2.58	(5,062.33)
22447	11 BOND	(4,250.20)	319,062.14	320,000.00	(5,188.06)
22449	SCHOOL CAPITAL PROJECTS FUND	269,352.88	47,490.89	319,062.14	(2,218.37)

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22461	CRIMINAL COURT	(536,754.86)	139,653.69	140,689.00	(537,790.17)
22462	CRIMINAL COURT SESSIONS	730,574.66	360,603.98	295,983.14	795,195.50
22463	DELINQUENT COLLECTIONS	(546,860.76)	33,860.11	56,736.08	(569,736.73)
22470	2013A BOND	(12,551.09)	314,362.24	0.00	301,811.15
22471	2013B BOND REFUNDING	(5,819.14)	0.00	1.21	(5,820.35)
22472	LINE OF CREDIT	46,131.99	9.61	0.00	46,141.60
22483	SHERIFF	(7,510.89)	4,273,872.73	4,270,168.81	(3,806.97)
22484	DRUG ENFORCEMENT-SHERIFF	(3,913.97)	53,154.98	49,304.18	(63.17)
22485	TN STATE SEX OFFENDER	(62,591.60)	557.50	762.97	(62,797.07)
22486	SHERIFF STATE WIDE METH GRANTS	0.10	0.00	0.00	0.10
22489	SHERIFF'S SPECIAL PROJECTS	(5,720.31)	0.00	1.19	(5,721.50)
22498	SYMPRO INVESTMENT POOL	(10,574,974.02)	22,749,008.95	22,020,044.10	(9,846,009.17)
<b>Total Cash Held for Hamilton County Funds</b>		<u>(26,747,760.46)</u>	<u>145,259,904.88</u>	<u>140,481,702.78</u>	<u>(21,969,558.36)</u>
<b>Cash Held for Others</b>					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	1.01	1.01	(17,536.03)
22801	OVER/SHORT	(9.02)	0.00	43.58	(52.60)
23301	PROPERTY TAX SALE	0.00	0.00	0.00	0.00
23302	PARTIAL TAXES-PENDING PAYMENT	(0.00)	0.00	0.00	(0.00)
<b>Total Cash Held for Others</b>		<u>(17,545.05)</u>	<u>1.01</u>	<u>44.59</u>	<u>(17,588.63)</u>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	8.30	14,677,083.43	14,677,091.73	(0.00)
22800	INTEREST PAYMENT FUTURE	0.00	8,719.35	8,719.35	0.00
<b>Total Clearing Account Activity</b>		<u>8.30</u>	<u>14,685,802.78</u>	<u>14,685,811.08</u>	<u>(0.00)</u>
<b>Liabilities not Applicable</b>					
22200	VENDOR-SYSTEM	0.00	84,341.86	84,341.86	0.00
22400	TEMPORARY CASH TRANSFER	0.00	8,500,000.00	8,500,000.00	0.00
22452	GEN PUR SCHOOL-SCHOOL SITES	0.00	19,064.78	19,064.78	0.00
22504	OTHER	0.00	0.00	0.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Total Liabilities not Applicable</b>		(33,897.66)	8,603,406.64	8,603,406.64	(33,897.66)
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22701	PROPERTY TAX	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	519,411.18	519,411.18	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	10,181.03	10,181.03	0.00
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<u>(0.00)</u>	<u>529,592.21</u>	<u>529,592.21</u>	<u>(0.00)</u>
<b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	0.00	5,807,972.33	5,807,972.31	0.02
22702	OSAP TAX	0.00	3,453.87	3,453.87	0.00
22703	IN LIEU OF TAX	0.00	507,293.17	507,293.17	0.00
22704	PERSONALTY TAX	0.00	504,038.86	504,038.86	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	53,974.96	53,974.96	0.00
22712	OSAP TAX I&P	0.00	466.28	466.28	0.00
22713	IN LIEU OF TAX I&P	0.00	5,055.27	5,055.27	0.00
22714	PERSONALTY TAX I&P	0.00	1,266.80	1,266.80	0.00
22721	PROPERTY TAX REFUNDS	0.00	28,155.13	28,155.13	0.00
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	7,942.48	7,942.48	0.00
22731	PROPERTY TAX I&P REUND	0.00	246.82	246.82	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	34.66	34.66	0.00
22799	COMM DUE ON TAX COLLECTED	0.04	136,942.87	136,942.87	0.04
<b>Total</b>		<u>0.04</u>	<u>7,056,843.50</u>	<u>7,056,843.48</u>	<u>0.06</u>
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		<u>0.04</u>	<u>7,056,843.50</u>	<u>7,056,843.48</u>	<u>0.00</u>
<b>Total Clearing Account Activity - County Funds</b>		<u>0.04</u>	<u>7,586,435.71</u>	<u>7,586,435.69</u>	<u>0.06</u>

**Hamilton County  
Trustee Report**

For the Date Range: 11/01/2013 to 11/30/2013

**RECEIVED**  
Date 12-13-13  
By Debbie Collins  
W.F. (Bill) Knowles  
County Clerk

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11050	BOE CASH RECEIPT SWEEP	0.00	47,748,757.59	47,748,757.59	0.00
	<b>Total Bank Deposits in Transit</b>	<u>173,286.32</u>	<u>67,223,148.37</u>	<u>67,361,104.50</u>	<u>35,330.19</u>
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22285	DOE PAYROLL TAX PAYABLE	1,482.08	4,407,376.47	4,408,858.55	0.00
	<b>Total Bank Outstanding Checks</b>	<u>(3,277,836.26)</u>	<u>46,394,396.51</u>	<u>44,275,490.21</u>	<u>(1,158,929.96)</u>
	<b>TOTAL CASH</b>	<u>28,073,874.49</u>	<u>176,074,223.26</u>	<u>180,806,806.10</u>	<u>23,341,291.65</u>
<b>Other Assets</b>					
11402	DUE FROM BAD CHECKS	885.07	722.00	722.00	885.07
	<b>Total Other Assets</b>	<u>885.07</u>	<u>722.00</u>	<u>722.00</u>	<u>885.07</u>
	<b>TOTAL ASSETS</b>	<u>28,074,759.56</u>	<u>176,074,945.26</u>	<u>180,807,528.10</u>	<u>23,342,176.72</u>

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash Held for Hamilton County Funds</b>					
22250	BOARD OF EDUCATION	(10,685,458.80)	46,371,326.89	39,531,890.06	(3,846,021.97)
22251	FOOD SERVICE	(1,609,998.20)	1,284,315.38	2,015,501.03	(2,341,183.85)
22255	BOE PAYROLL	(7,724.97)	20,352,148.15	20,343,457.17	966.01
22256	BOE SELF INSURANCE	(151,558.78)	4,800,062.17	5,912,203.75	(1,263,700.36)
22257	CAPITAL MAINTENANCE	(471,098.09)	1,185,555.77	1,500,000.00	(785,542.32)
22401	EXCESS FEES	(371,313.75)	468,996.48	471,685.18	(374,002.45)
22407	PAYROLL COUNTY	(60,324.90)	6,152,000.25	6,933,624.49	(841,949.14)
22408	STORMWATER	(801,198.42)	54,026.87	28,887.52	(776,059.07)
22409	DRUG COURT	6,873.52	30,697.06	21,610.13	15,960.45
22410	COUNTY GENERAL	(689,510.35)	30,425,787.59	30,211,218.78	(474,941.54)
22412	GENERAL DEBT SERVICE	(560.74)	64,011.76	63,968.83	(517.81)
22413	OPEB TRUST	371.88	0.00	3,000.19	(2,628.31)
22414	EMPLOYEES RETIREMENT	(131,391.93)	12,293.58	10,000.00	(129,098.35)
22415	TEACHERS RETIREMENT	(1,104.88)	600.00	299.00	(803.88)
22416	LAW LIBRARY	(487.53)	2,755.99	2,755.68	(487.22)
22417	CHILDREN'S SERVICE	0.00	0.00	0.00	0.00
22418	ECONOMIC CRIMES	(500.19)	7,334.76	7,334.65	(500.08)
22419	GEN GOV'T BOND PROJECTS	287,753.18	97,747.64	322,198.28	63,302.54
22420	CAPITAL PROJECTS	(4,145.40)	43,675.95	49,327.72	(9,797.17)
22421	INDUSTRIAL DEVELOPMENT	(2,522.85)	690,878.81	690,896.20	(2,540.24)
22422	RIVERWALK/FISHING PIER	(5,000.68)	450,254.19	450,243.02	(4,989.51)
22423	RECREATION CAPITAL PROJECTS	58,456.28	42,782.22	0.00	101,238.50
22426	SELF INSURANCE	(59,300.80)	3,488,702.94	3,431,542.32	(2,140.18)
22428	LIABILITY INSURANCE	(2,499.31)	135,299.24	135,304.74	(2,504.81)
22430	HOTEL/MOTEL	(426,292.33)	426,292.33	498,945.14	(498,945.14)
22434	JUVENILE COURT CLERK AGENCY	(702.77)	372,884.25	372,867.93	(686.45)
22435	FACILITY BONDS-SERIES 2010A	(2,801.65)	0.00	0.58	(2,802.23)
22436	BOND FUND-SERIES 2010B	(887,933.25)	0.00	184.99	(888,118.24)
22437	ECONOMIC BONDS-SERIES 2010C	(12,897.54)	7,837.79	2.58	(5,062.33)
22447	11 BOND	(4,250.20)	319,062.14	320,000.00	(5,188.06)
22449	SCHOOL CAPITAL PROJECTS FUND	269,352.88	47,490.89	319,062.14	(2,218.37)

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22461	CRIMINAL COURT	(536,754.86)	139,653.69	140,689.00	(537,790.17)
22462	CRIMINAL COURT SESSIONS	730,574.66	360,603.98	295,983.14	795,195.50
22463	DELINQUENT COLLECTIONS	(546,860.76)	33,860.11	56,736.08	(569,736.73)
22470	2013A BOND	(12,551.09)	314,362.24	0.00	301,811.15
22471	2013B BOND REFUNDING	(5,819.14)	0.00	1.21	(5,820.35)
22472	LINE OF CREDIT	46,131.99	9.61	0.00	46,141.60
22483	SHERIFF	(7,510.89)	4,273,872.73	4,270,168.81	(3,806.97)
22484	DRUG ENFORCEMENT-SHERIFF	(3,913.97)	53,154.98	49,304.18	(63.17)
22485	TN STATE SEX OFFENDER	(62,591.60)	557.50	762.97	(62,797.07)
22486	SHERIFF STATE WIDE METH GRANTS	0.10	0.00	0.00	0.10
22489	SHERIFF'S SPECIAL PROJECTS	(5,720.31)	0.00	1.19	(5,721.50)
22498	SYMPRO INVESTMENT POOL	(10,574,974.02)	22,749,008.95	22,020,044.10	(9,846,009.17)
<b>Total Cash Held for Hamilton County Funds</b>		<u>(26,747,760.46)</u>	<u>145,259,904.88</u>	<u>140,481,702.78</u>	<u>(21,969,558.36)</u>
<b>Cash Held for Others</b>					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	1.01	1.01	(17,536.03)
22801	OVER/SHORT	(9.02)	0.00	43.58	(52.60)
23301	PROPERTY TAX SALE	0.00	0.00	0.00	0.00
23302	PARTIAL TAXES-PENDING PAYMENT	(0.00)	0.00	0.00	(0.00)
<b>Total Cash Held for Others</b>		<u>(17,545.05)</u>	<u>1.01</u>	<u>44.59</u>	<u>(17,588.63)</u>
<b>Clearing Account Activity</b>					
11016	PROPERTY TAX SWEEP	8.30	14,677,083.43	14,677,091.73	(0.00)
22800	INTEREST PAYMENT FUTURE	0.00	8,719.35	8,719.35	0.00
<b>Total Clearing Account Activity</b>		<u>8.30</u>	<u>14,685,802.78</u>	<u>14,685,811.08</u>	<u>(0.00)</u>
<b>Liabilities not Applicable</b>					
22200	VENDOR-SYSTEM	0.00	84,341.86	84,341.86	0.00
22400	TEMPORARY CASH TRANSFER	0.00	8,500,000.00	8,500,000.00	0.00
22452	GEN PUR SCHOOL-SCHOOL SITES	0.00	19,064.78	19,064.78	0.00
22504	OTHER	0.00	0.00	0.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Total Liabilities not Applicable</b>		(33,897.66)	8,603,406.64	8,603,406.64	(33,897.66)
<b>Clearing Account Activity - County Funds</b>					
<b>Key: 0001130 COUNTY OCCUPANCY TAX</b>					
22701	PROPERTY TAX	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	519,411.18	519,411.18	(0.00)
22799	COMM DUE ON TAX COLLECTED	0.00	10,181.03	10,181.03	0.00
<b>Total for Org Key: 0001130 COUNTY OCCUPANCY TAX</b>		<u>(0.00)</u>	<u>529,592.21</u>	<u>529,592.21</u>	<u>(0.00)</u>
<b>Key: 0001150 DEPARTMENT OF EDUCATION</b>					
22701	PROPERTY TAX	0.00	5,807,972.33	5,807,972.31	0.02
22702	OSAP TAX	0.00	3,453.87	3,453.87	0.00
22703	IN LIEU OF TAX	0.00	507,293.17	507,293.17	0.00
22704	PERSONALTY TAX	0.00	504,038.86	504,038.86	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	53,974.96	53,974.96	0.00
22712	OSAP TAX I&P	0.00	466.28	466.28	0.00
22713	IN LIEU OF TAX I&P	0.00	5,055.27	5,055.27	0.00
22714	PERSONALTY TAX I&P	0.00	1,266.80	1,266.80	0.00
22721	PROPERTY TAX REFUNDS	0.00	28,155.13	28,155.13	0.00
22723	IN LIEU OF TAX REFUND	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	7,942.48	7,942.48	0.00
22731	PROPERTY TAX I&P REUND	0.00	246.82	246.82	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	34.66	34.66	0.00
22799	COMM DUE ON TAX COLLECTED	0.04	136,942.87	136,942.87	0.04
<b>Total</b>		<u>0.04</u>	<u>7,056,843.50</u>	<u>7,056,843.48</u>	<u>0.06</u>
<b>Total for Org Key: 0001150 DEPARTMENT OF EDUCATION</b>		<u>0.04</u>	<u>7,056,843.50</u>	<u>7,056,843.48</u>	<u>0.00</u>
<b>Total Clearing Account Activity - County Funds</b>		<u>0.04</u>	<u>7,586,435.71</u>	<u>7,586,435.69</u>	<u>0.06</u>

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Cash Held for Municipalities</b>					
<b>Key: 0001010 CITY OF EAST RIDGE</b>					
22701	PROPERTY TAX	(247,920.21)	247,920.21	277,496.46	(277,496.46)
22704	PERSONALTY TAX	(8,716.80)	8,716.80	8,166.82	(8,166.82)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,344.56)	1,344.56	727.72	(727.72)
22714	PERSONALTY TAX I&P	(1.60)	1.60	28.87	(28.87)
22721	PROPERTY TAX REFUNDS	456.81	0.00	465.32	(8.51)
22731	PROPERTY TAX I&P REUND	0.78	0.00	1.30	(0.52)
22751	HOTEL MOTEL OCCUPANCY TAX	(19,670.23)	19,670.23	21,429.41	(21,429.41)
22755	SANITATION	(142,115.27)	237,958.54	175,554.27	(79,711.00)
22799	COMM DUE ON TAX COLLECTED	5,347.21	5,942.68	5,347.21	5,942.68
<b>Total Cash Held for Municipalities</b>		<u>(413,963.87)</u>	<u>521,554.62</u>	<u>489,217.38</u>	<u>(381,626.63)</u>
<b>Total for Org Key: 0001010 CITY OF EAST RIDGE</b>		<u>(413,963.87)</u>	<u>521,554.62</u>	<u>489,217.38</u>	<u>(381,626.63)</u>
 <b>Key: 0001020 RED BANK MUNICIPAL</b>					
22701	PROPERTY TAX	(119,934.60)	119,934.60	107,412.57	(107,412.57)
22704	PERSONALTY TAX	(3,928.69)	3,928.69	4,923.31	(4,923.31)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,133.45)	1,133.45	629.66	(629.66)
22714	PERSONALTY TAX I&P	(31.52)	31.52	81.27	(81.27)
22721	PROPERTY TAX REFUNDS	681.15	41.13	681.15	41.13
22741	STORMWATER FEES	(12,528.00)	12,528.00	11,052.00	(11,052.00)
22742	STORMWATER FEES I&P	(34.02)	34.02	155.52	(155.52)
22755	SANITATION	0.00	46,272.00	92,394.00	(46,122.00)
22799	COMM DUE ON TAX COLLECTED	2,612.58	2,372.19	2,612.56	2,372.21
<b>Total</b>		<u>(134,296.55)</u>	<u>186,275.60</u>	<u>219,942.04</u>	<u>(167,962.99)</u>
<b>Total for Org Key: 0001020 RED BANK MUNICIPAL</b>		<u>(134,296.55)</u>	<u>186,275.60</u>	<u>219,942.04</u>	<u>(167,962.99)</u>

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Key: 0001030 SODDY DAISY MUNICIPAL</b>					
22701	PROPERTY TAX	(123,571.53)	123,571.53	159,081.87	(159,081.87)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(6,748.52)	6,748.52	4,863.04	(4,863.04)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(507.19)	507.19	392.72	(392.72)
22714	PERSONALTY TAX I&P	(1.60)	1.60	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	8.51	0.00	8.51
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.52	0.00	0.52
22799	COMM DUE ON TAX COLLECTED	2,616.58	3,286.75	2,616.58	3,286.75
<b>Total</b>		<u>(128,212.26)</u>	<u>134,124.62</u>	<u>166,954.21</u>	<u>(161,041.85)</u>
<b>Total for Org Key: 0001030 SODDY DAISY MUNICIPAL</b>		<u>(128,212.26)</u>	<u>134,124.62</u>	<u>166,954.21</u>	<u>(161,041.85)</u>
 <b>Key: 0001040 COLLEGEDALE MUNICIPAL</b>					
22701	PROPERTY TAX	(140,238.95)	140,238.95	122,939.30	(122,939.30)
22702	OSAP TAX	0.00	0.00	0.00	0.00
22704	PERSONALTY TAX	(22,651.63)	22,651.63	4,053.99	(4,053.99)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(85.00)	85.00	782.25	(782.25)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	(17.13)	17.13	33.39	(33.39)
22721	PROPERTY TAX REFUNDS	1,129.40	806.98	1,129.40	806.98
22731	PROPERTY TAX I&P REUND	0.00	38.14	0.00	38.14
22799	COMM DUE ON TAX COLLECTED	3,237.21	2,539.28	3,237.27	2,539.22
<b>Total</b>		<u>(158,626.10)</u>	<u>166,377.11</u>	<u>132,175.60</u>	<u>(124,424.59)</u>
<b>Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL</b>		<u>(158,626.10)</u>	<u>166,377.11</u>	<u>132,175.60</u>	<u>(124,424.59)</u>

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
<b>Key: 0001050 RIDGESIDE MUNICIPAL</b>					
22701	PROPERTY TAX	(19,041.73)	19,041.73	9,877.96	(9,877.96)
22704	PERSONALTY TAX	(15.10)	15.10	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	381.12	197.56	381.14	197.54
<b>Total</b>		<u>(18,675.71)</u>	<u>19,254.39</u>	<u>10,259.10</u>	<u>(9,680.42)</u>
<b>Total for Org Key: 0001050 RIDGESIDE MUNICIPAL</b>		<u>(18,675.71)</u>	<u>19,254.39</u>	<u>10,259.10</u>	<u>(9,680.42)</u>
 <b>Key: 0001060 LAKESITE</b>					
22701	PROPERTY TAX	(7,984.04)	7,984.04	4,575.31	(4,575.31)
22704	PERSONALTY TAX	(40.15)	40.15	95.02	(95.02)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(135.51)	135.51	13.59	(13.59)
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	163.10	93.68	163.19	93.59
<b>Total</b>		<u>(7,996.60)</u>	<u>8,253.38</u>	<u>4,847.11</u>	<u>(4,590.33)</u>
<b>Total for Org Key: 0001060 LAKESITE</b>		<u>(7,996.60)</u>	<u>8,253.38</u>	<u>4,847.11</u>	<u>(4,590.33)</u>
 <b>Key: 0001070 WALDEN MUNICIPAL</b>					
22701	PROPERTY TAX	(23,933.98)	23,933.98	11,726.61	(11,726.61)
22704	PERSONALTY TAX	(188.72)	188.72	285.49	(285.49)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(71.76)	71.76	4.06	(4.06)
22714	PERSONALTY TAX I&P	(0.56)	0.56	0.01	(0.01)

## Hamilton County Trustee Report

For the Date Range: 11/01/2013 to 11/30/2013

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22799	COMM DUE ON TAX COLLECTED	483.90	240.32	483.90	240.32
	<b>Total</b>	<u>(23,711.12)</u>	<u>24,435.34</u>	<u>12,500.07</u>	<u>(11,775.85)</u>
<b>Total for Org Key: 0001070 WALDEN MUNICIPAL</b>		<u>(23,711.12)</u>	<u>24,435.34</u>	<u>12,500.07</u>	<u>(11,775.85)</u>
<b>Key: 0001080 CITY OF CHATTANOOGA</b>					
22751	HOTEL MOTEL OCCUPANCY TAX	(390,082.52)	400,330.35	470,277.30	(460,029.47)
	<b>Total Key: 0001080 CITY OF CHATTANOOGA</b>	<u>(390,082.52)</u>	<u>400,330.35</u>	<u>470,277.30</u>	<u>(460,029.47)</u>
<b>Total for Org Key: 0001080 CITY OF CHATTANOOGA</b>		<u>(390,082.52)</u>	<u>400,330.35</u>	<u>470,277.30</u>	<u>(460,029.47)</u>
<b>TOTAL CASH HELD FOR MUNICIPALITIES</b>		<u>(1,275,564.73)</u>	<u>1,990,197.62</u>	<u>2,035,765.02</u>	<u>(1,321,132.13)</u>
<b>TOTAL LIABILITIES AND EQUITY</b>		<u>(28,074,759.56)</u>	<u>177,596,156.43</u>	<u>172,863,573.59</u>	<u>(23,342,176.72)</u>
<b>Total for Report:</b>		<u>0.00</u>	<u>353,671,101.68</u>	<u>353,671,101.68</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:** December 10, 2013

Attached is a copy of the monthly Trustee's excess fee report for the month of November 2013.

WFK/dkr

Cc: County Mayor Jim Coppinger  
County Auditor Bill McGriff  
Finance Administrator Louis Wright  
Chris Hixson, Legislative Administrator  
Debbie Sterchi, Legislative Coordinator

Hamilton County Trustee  
 Monthly Report of Fee and Commission Fund  
 FISCAL YEAR: 2014

Prepared:JW

	November 2013	YTD November 2013
<b>REVENUES</b>		
44170 - MISCELLANEOUS REFUNDS	-	32,698.75
44180 - CONTRACT INCOME	-	-
44201 - STATUTORY FEES 1%	174,271.06	909,835.71
44202 - STATUTORY FEES 2%	297,244.23	912,881.34
44203 - STATUTORY FEES OTHER	60.00	1,640.00
44204 - DELINQUENT TAX FEES	16,759.37	168,265.65
46112 - INTEREST	184.11	1,127.33
46116 - INTEREST - NOW ACCOUNTS	-	-
<b>Total REVENUES:</b>	<u>488,518.77</u>	<u>2,026,448.78</u>
<b>EXPENDITURES</b>		
51001 - SALARIES	60,678.18	310,715.45
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	534.06	1,889.32
53037 - SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	-	22.00
53044 - POSTAGE, FREIGHT AND OTHER	-	32,698.75
53045 - LEGAL NOTICES AND ADVERTISING	-	12.00
53047 - MEMBERSHIPS	-	310.00
53049 - PARKING	-	1,409.52
53050 - MISC PURCHASED SERVICE	337.25	547.65
53051 - CONTRACT LEGAL SERVICES	122.68	763.63
53059 - SECURITY SERVICES	575.22	2,880.56
53065 - BANK ANALYSIS FEE	12,251.28	47,199.44
54001 - OFFICE SUPPLIES & FORMS	12,612.09	12,657.54
54002 - SMALL TOOLS & MINOR FURNITURE	-	-
54004 - KITCHEN FOOD & SUPPLIES	27.20	677.30
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	-
57007 - PERFORMANCE & SURETY BONDS	-	-
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	1,060,289.14
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	-
59022 - SOFTWARE AND SUPPLIES	352.19	894.19
59092 - MISC REFUNDS	-	7.58
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	-	-
<b>Total EXPENDITURES:</b>	<u>87,490.15</u>	<u>1,472,974.07</u>
<b>Revenues over (under) Expenditures</b>	<u>401,028.62</u>	<u>553,474.71</u>
<b>Excess Fees at Beginning of Period</b>	<u>914,622.53</u>	<u>762,176.44</u>
<b>Excess Fees at End of Period</b>	<u>1,315,651.15</u>	<u>1,315,651.15</u>

*Bill Hullander*

Bill Hullander, Trustee  
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report  
 sworn to before me this day, 10th Dec 2013  
*Maureen Jones*  
 Notary Public  
 My Commission Expires June 8 2016



**RECEIVED**  
 Date 12-10-13  
 By *Debbie Rolden*  
 W.F. (Bill) Knowles  
 County Clerk



## Hamilton County Board of Commissioners RESOLUTION

No. 114-6

A RESOLUTION ACCEPTING THE BID OF INSIGHT PUBLIC SECTOR FOR MICROSOFT WINDOWS 8 PRO-UPGRADE VOLUME LICENSES AMOUNTING TO \$24,886.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for two-hundred (200) Microsoft Windows 8 Pro-upgrade volume licenses for the Sheriff's Department; and,

WHEREAS, the bid from Insight Public Sector amounting to \$24,886.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Insight Public Sector for Microsoft Windows 8 Pro-upgrade volume licenses amounting to \$24,886.00 for the Sheriff's Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

### CERTIFICATION OF ACTION

Approved:

Rejected:

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

Approved:

Vetoed:

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

\_\_\_\_\_  
January 15, 2014

Date

Bid Acceptance: 1013-066 Microsoft Windows 8

**Low Quote – Zones, Inc - Rejected**, I confirmed with Deanna Anderson Microsoft | Engagement Manager | US Local Government | South Central that the product quoted is an academic version that we do not qualify to purchase

**2<sup>nd</sup> Lowest Quote – Insight Public Sector Accepted.**

See attached.

Thank you,

Ron Bernard  
Hamilton County Sheriff's Office  
Information Systems Manager  
432-209-7015

Bid#: 1013-066 MS Windows 8 Pro-Upgrade Volume License  
Hamilton County, Tennessee

**SPECIFICATIONS**

Hamilton County, Tennessee is soliciting bids for:

Brand: Microsoft Windows Operating System

Item: Windows 8 Pro-Upgrade Volume License  
Downgrade rights to Windows 7 Pro  
No Software Assurance

Quantity: Two hundred (200) count

**Bid Submission Requirements**

The bidder must complete and delivery an original and one (1) hard copy of its bid response document in a sealed envelope before 11:30 a.m. (ET) on December 4, 2013, 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# 1013-066: Windows 8 Pro". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

**Note: Important delivery/ mailing instructions.**

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid # 1013-066: Microsoft Windows 8 Pro – Upgrade Volume License	Bid # 1013-066: Microsoft Windows 8 Pro – Upgrade Volume License
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Bid#: 1013-066 MS Windows 8 Pro-Upgrade Volume License  
Hamilton County, Tennessee

**Shipping/Delivery:**

**Bids are to be F.O.B. Chattanooga, Tennessee 37402**

Hamilton County Sheriff's Office  
Attn: Ron Bernard  
600 Market Street, Suite G31  
Chattanooga, TN 37402

**Contacts:**

Technical questions should be directed to Mr. Ron Bernard, Information System Manager, Hamilton County Sheriff's Department, at 423-209-7024 or rbernard@hcsheiff.gov.

Questions concerning purchasing procedures should be directed to Linda Chumbler, Purchasing Department, at 423-209-6350 or lindac@hamiltontn.gov.

**Pricing:**

Description	Part Number	Unit Price	Total Price
(200) MS Windows 8 Pro-Upgrade Volume License			

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

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

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



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

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Role: Client

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**Solicitation 1013-066 - Log**  
**MS Windows 8 Pro-Upgrade Volume Licenses**  
 Bids Due Date/Time: 12/04/2013 11:30:00 AM Eastern

11/15/2013 7:50 AM Eastern

**Visible to Vendors:** [Currently Visible](#) | [Hide](#)      **Bids Due:** 12/04/2013 11:30:00 AM Eastern

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>
11/15/2013 7:50:47AM	Eastern	Linda Chumbler	<a href="#">1013-066 - MS Windows 8 Pro-Upgrade Volume Licenses</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	523	0

For assistance, please contact [Technical Support](#).  
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**Please run the attached ad on November 15, 2013, in the legal notices.**

**LEGAL NOTICE**

Bids for (200) Microsoft Windows 8 Pro-Upgrade Volume Licenses will be opened at 11:30 AM (ET) on December 4, 2013, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Hamilton County,  
Gail B. Roppo  
Director of Purchasing**



(200) Microsoft Windows 8 Pro-Upgrade Volume Licenses  
 December 4, 2013

Sheriff's Department  
 11:30 A.M.

Vendor:	Insight	SDF	OM	TechXtend	New Tech	Howard	Communications	Thomas	Global Gov/Ed	BYTES For	Haley	EnPointe
	Public	Professional	Office		Solutions	Technology	Professionals	Consultants	Solutions	Less	Computer	Technologies
	Sector	Computers	Supply, Inc.			Solutions		Inc.	Inc.	(HC)	Consultants	Sales
		Inc.									& Repair	Inc.
Total Bid Price:	\$24,886.00	\$25,400.00	\$25,600.00	\$25,750.00	\$25,824.00	\$26,000.00	\$26,072.00	\$26,082.00	\$26,800.00	\$27,000.00	\$29,598.00	\$32,329.76
Part Number:	FQC-08220-SL6	FQC-08209	FQC-08209	FQC-08209	FQC-08209	FQC-08209	FQC-08209	FQC-08209	FQC-08209	FQC-08209	FQC-08209	FQC-08190
Delivery:	2-5 days ARO	7-10 days	7 days ARO	Electronic	30 days	10 Bus. Days	10 days ARO	2-4 days	2-7 Bus. Days	Hand/Email	2-3 days	12/10/2013
Terms:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	21 days	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	11/15/2013
Vendor Mailing:	523
Vendor Response:	13
Budgeted:	Capital Outlay

Submitted a bid, but did not meet specs:  
 Zones, Inc.



# Hamilton County Board of Commissioners RESOLUTION

No. 114-7

A RESOLUTION ACCEPTING THE BID OF CHRYSLER DODGE JEEP RAM OF COLUMBIA FOR ONE (1) CREW CAB PICKUP TRUCK AMOUNTING TO \$24,305.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) crew cab pickup truck for the Sheriff's Department; and,

WHEREAS, the bid from Chrysler Dodge Jeep Ram of Columbia amounting to \$24,305.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Chrysler Dodge Jeep Ram of Columbia for one (1) crew cab pickup truck amounting to \$24,305.00 for the Sheriff's Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

JIM M. COPPINGER  
COUNTY MAYOR



GAIL B. ROPPO  
DIRECTOR  
PURCHASING DEPARTMENT

## HAMILTON COUNTY, TENNESSEE

November 20, 2013

### Invitation to Bid – Hamilton County

Subject: One (1) new & unused current year model ½ ton 4x4 pickup truck as per attached specifications.

Total Bid Price: \_\_\_\_\_.

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

Company Address: \_\_\_\_\_  
Street City State

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print or Type Name)

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_.

Hamilton County Business License Account Number: \_\_\_\_\_.

Expiration Date: \_\_\_\_\_.

Delivery: \_\_\_\_\_ Terms: \_\_\_\_\_.

Bid Date: December 5, 2013  
Bid Opening: 10:30 A.M. (Eastern Time Zone)

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

**Mark outside envelope containing sealed bid: "(1) Pickup Truck".**  
**Proposal/Bid Number: 1113-075**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in black ink.

Gail B. Roppo  
Director of Purchasing

Bid#: 1113-075 ½ Ton Pickup Truck  
Hamilton County, TN

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) 4x4 ½-ton pickup truck for the Hamilton County Sheriff's Department. All prices must include shipping/delivery. The vehicle must meet or exceed the following specifications.

### **BID SUBMISSION REQUIREMENTS**

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on December 5, 2013 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#1113-075: Pickup Truck". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

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

*NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. 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 must be received in the Purchasing Department by the specified deadline.*

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #1113-075 Pickup Truck	Bid #1113-075 Pickup Truck
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

### **CONTACTS:**

Questions regarding product specifications should be directed to:  
Hamilton County Sheriff's Department  
Captain Johnson  
Phone: (423) 209-8900  
Email: [wjohnson@hcsheiff.gov](mailto:wjohnson@hcsheiff.gov)

Questions regarding bid procedures should be directed to:  
Hamilton County Purchasing Department  
Linda Chumbler  
Phone: (423) 209-6350  
Email: [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov)

Bid#: 1113-075 ½ Ton Pickup Truck  
Hamilton County, TN

**Freight/ delivery charges must be included in bid price.**

Delivery to:  
Hamilton County Sheriff' Department  
5233 Dayton Blvd.  
Hixson, Tennessee 37343

**Completion of the Authorization to Bind Form:** Please complete and sign the attached Authorization to Bind form.

**SPECIFICATIONS:**

**One (1) new and unused current year model ½ ton pickup, crew cab, 4X4 truck with the following minimum specifications:**

All standard equipment as listed by manufacturer.  
All items factory installed unless otherwise noted.

- 1) 4 Full Size Doors (super crew cab)
- 2) 6 Speed Automatic Transmission with Tow/Haul Mode
- 3) Selector for 2 wheel drive, 4 high, 4 low and neutral.
- 4) V-8 Engine - Gasoline
- 5) Air Conditioning – Factory Installed
- 6) XL Trim
- 7) Trailer Towing Package
- 8) Trailer Brake Controller
- 9) Vinyl Floor
- 10) Vinyl 40/20/40 Front Seat & Vinyl Rear Bench Seat
- 11) Power Equipment Group Including Power Mirrors Right and Left
- 12) Glass: Light – Tinted
- 13) Dealer to supply five (5) keys
- 14) Full Size Spare Tire & Wheel
- 15) Rear Step Bumper
- 16) Radio: AM/FM, CD Player Factory Installed
- 17) 6 ½ Foot Bed
- 18) Color – Smokey Grey or Silver

Total Bid Price: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

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

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

Bid#: 1113-075 ½ Ton Pickup Truck  
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



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Role: Client

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**Solicitation 1113-075 - Log**

**(1) Super Crew Cab Pickup Truck**

11/20/2013 7:10 AM Eastern

Bids Due Date/Time: 12/05/2013 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible | [Hide](#)      **Bids Due:** 12/05/2013 10:30:00 AM Eastern

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>
11/20/2013 7:10:12AM	Eastern	Linda Chumbler	1113-075 - (1) Super Crew Cab Pickup Truck	Invitation	Please click on the above solicitation number to access bid documents.	167	0

For assistance, please contact [Technical Support](#).  
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**Please run the attached ad on November 20, 2013, in the legal notices.**

**LEGAL NOTICE**

Bids for (1) new & unused current year model ½ ton pickup truck will be opened at 10:30 AM (ET) on December 5, 2013, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Hamilton County,  
Gail B. Roppo  
Director of Purchasing**



(1) 4x4 Pickup Truck  
December 5, 2013

Sheriff's Department  
10:30 A.M.

Vendors:	Chrysler Dodge	Golden	Prater	Moss	Brooker	Mtn. View	Nelson	Wade	Mtn View	Andy Mohr
	Jeep Ram of	Circle	Ford, Inc	Motor	Ford	Ford	Auto	Ford	Chevrolet	Truck
	Columbia	Ford		Co., Inc.		(HC)	Center, Inc.	Inc.	(HC)	Center, Inc.
Total Bid Price:	\$24,305.00	\$26,057.88	\$27,673.00	\$27,935.88	\$27,770.00	\$28,125.00	\$28,143.00	\$28,219.88	\$28,785.00	\$30,250.00
Make/Model:	2014 Dodge	2014 Ford	2014 Ford	2014 Chev.	2014 Ford					
	Ram 1500	F-150	F-150	F-150	F-150	F-150	F-150	F-150	Silverado	F-150
Delivery:	60-90 days	60-90 days	14-16 wks.	8-10 wks.	12-14 wks.	12-14 wks.	60-90 days	90-120 days	8-10 wks.	45-75 days ARO
Terms:	Net 30	Net 30	C.O.D.	C.O.D.	Net 20 days	Net on Del.	Net 30	Net 30	C.O.D.	Net 30

Request For Bids:	
Newspaper Ad:	11/20/2013
Vendor Mailing:	167
Vendor Response:	10
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners RESOLUTION

No. 114-8

A RESOLUTION ACCEPTING THE PROPOSAL OF EDGE ACCESS, INC. TO PROVIDE INMATE VIDEO VISITATION FOR THE HAMILTON COUNTY JAIL AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACT NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS; proposals were received in response to public advertisement for a four (4) year contract with the option to renew for two (2) additional one (1) year renewals, if mutually agreeable with both contracting parties, to provide inmate video visitation for the Hamilton County Jail; and,

WHEREAS, the proposals were evaluated based on the criteria listed in the Request for Proposal and later cost evaluated on the costs to the inmate / visitor when utilizing the system and revenue potential for Hamilton County; and,

WHEREAS, the proposal offered by Edge Access, Inc. was considered to be the best overall proposal received; and,

WHEREAS, this should result in both a cost savings to the Sheriff's office by reducing corrections officers' hours necessary to move inmates to the visitation area, as well as generate revenue from the County's share of the commission from the call charges to the visitor; and,

WHEREAS, County funds will not be required to support this service.

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

That the proposal from Edge Access, Inc. to provide Inmate Video Visitation for the Hamilton County Jail is hereby accepted, said proposal being the best overall proposal 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

January 15, 2014

\_\_\_\_\_  
Date

## **Inmate Video Visitation System Recommendation**

### **Background**

Hamilton County in conjunction with the Hamilton County Sheriff's office issued an RFP (# 0813-020) for an inmate video visitation system for the Hamilton County Jail that will combine state-of-the art technology and web-based equipment with the highest level of support and cooperation from the selected vendor. The host/central processor will be on-site at the Hamilton County facility and allow multi-level password security access.

The County will provide, at its cost, necessary space and booth construction for video visitation stations in a designed area in the facility. The vendor will be fully responsible for all equipment, line costs, installation and maintenance. The vendor will also provide power to the equipment via the network cabling. The proposed system will be expected to provide revenue to the County without the expense of a customer-owned system.

The proposed system will be set up so that video visits will be able to be accomplished both from the jail lobby visitor booths as well as by visitors utilizing Internet access from outside of the jail connecting to stations in the jail – on a scheduled basis.

In addition to offering this means of communication to the inmates, the installation of this system in the jail will result in less staff time being required to support the movement of inmates from the cell floor to the lobby visitor stations. This alone is expected to save the jail approximately 120 labor hours per month, currently costing approximately \$32,000 per year.

It is the County's intent to enter into a four (4) year contract with the successful proposer with an option for up to two (2) additional one (1) year renewals if mutually agreeable with both contracting parties.

### **RFP Responses**

Proposals were received from the following four (4) vendors:

- Edge Access
- Securus
- Homwav
- Black Creek

Evaluations were first based on adherence to specifications, technical analysis and qualifications, customer service, equipment, software flexibility, implementation timeline, references and support. Proposals were evaluated on commission rates only after it was determined that all general conditions and technical requirements were met.

Based on these criteria, we quickly eliminated from consideration two of the choices, Homwav and Black Creek, as they did not meet the requirement for the number of video visitation systems (72) needed with no capital outlay required by the County.

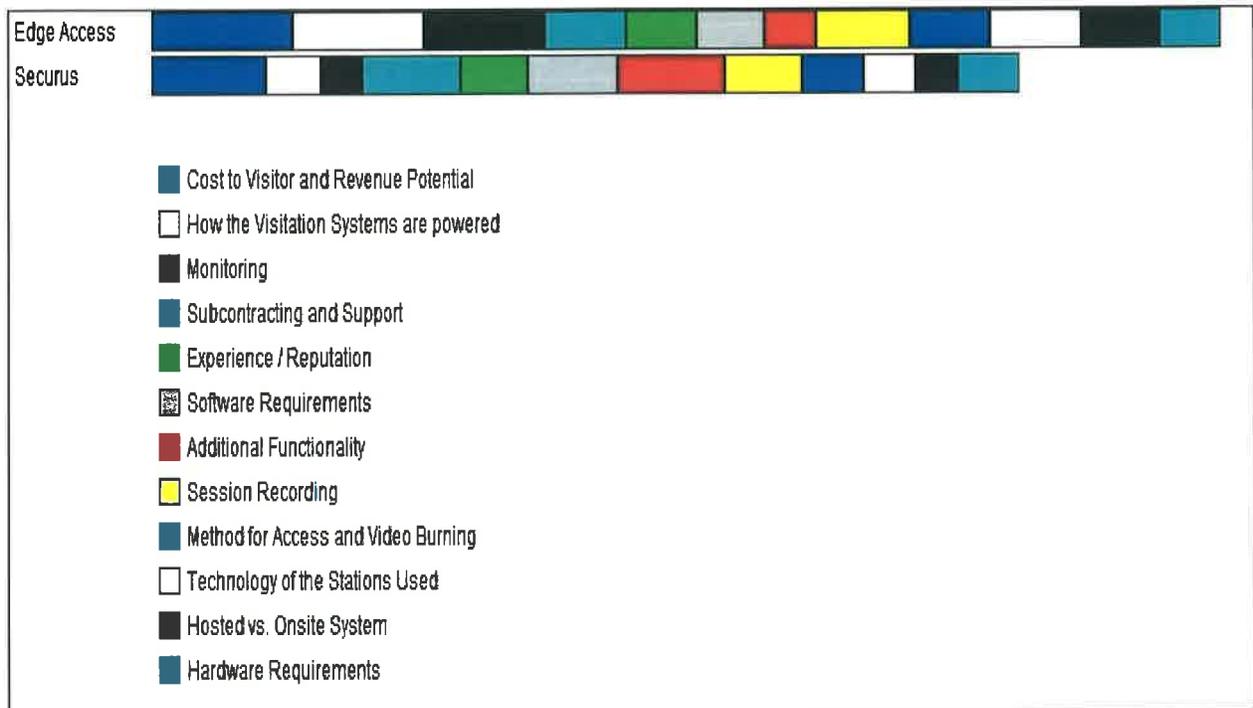
The remaining two (2) were further evaluated and considered to be leading candidates:

- Edge Access
- Securus

After a full review of the proposals submitted, the HCSO scheduled and completed onsite visits with Edge Access and Securus. Additionally, we visited a jail in Florida with an installed Edge Access system to complete our analysis of the two top options.

### **Evaluation and Recommendation**

Based on our evaluation, the relative strengths of the two finalists on the evaluation criteria are illustrated in the following graph:



Additionally, cost was evaluated on two factors -- costs to the inmate / visitor when utilizing the system and revenue potential for Hamilton County.

- Edge Access is recommending a charge of \$0.60 per minute for the visitor. Edge Access will take approximately the first \$42k of the revenue share and then will share 30% of the revenue with Hamilton County thereafter, minus the cost for the ISP (estimated to be approximately \$100 to \$400/month dependent on the size of the Internet Connection needed). Edge Access does not charge the visitor until the visit begins.
- Securus is recommending a charge of \$1.00 per minute. They are proposing a revenue share of 20% after 2 years. Securus charges at the time of scheduling the visit with no refunds only credits will be issued.

Note however that while we plan to charge for the web-based calls, the lobby visitor stations will be at no cost to the visitor and/or inmate.

RFP # 0813-020: Inmate Video Visitation RFP Analysis  
Hamilton County, TN

Based on information from analysis from other jails with similar systems installed and utilizing the proposal from Edge Access, we estimate that Hamilton County should begin to see revenue flow to the County within approximately six (6) months. Be aware however that this estimate is dependent on inmate usage of the system. This revenue will be in addition to the cost reductions which will result from less staff being utilized in the movement of inmates.

Based on a careful evaluation of how well each of the prospective vendors could meet the criteria considered, ***Edge Access is our recommendation for the provision of this system.***



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

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**Solicitation 0813-020 - Log  
Inmate Video Visitation**

Bids Due Date/Time: 10/03/2013 2:00:00 PM Eastern

8/16/2013 8:36 AM Eastern

**Visible to Vendors:** Currently Visible | [Hide](#)    **Bids Due:** 10/03/2013 2:00:00 PM Eastern

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>
8/16/2013 8:35:57AM	Eastern	Linda Chumbler	0813-020 - <a href="#">Inmate Video Visitation</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access proposal documents.	1003	2

For assistance, please contact [Technical Support](#).  
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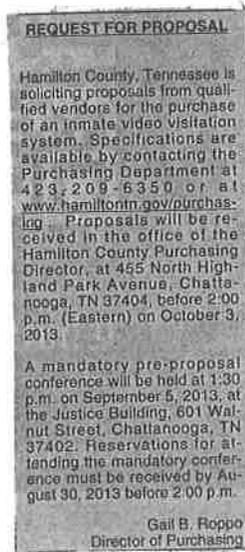
**Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Tuesday, August 16, 2013, as follows:**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals from qualified vendors for the purchase of an inmate video visitation system. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing). Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:00 p.m. (Eastern) on October 3, 2013.

A mandatory pre-proposal conference will be held at 1:30 p.m. on September 5, 2013, at the Justice Building, 601 Walnut Street, Chattanooga, TN 37402. Reservations for attending the mandatory conference must be received by August 30, 2013 before 2:00 p.m.

Gail B. Roppo  
Director of Purchasing





## Hamilton County Board of Commissioners RESOLUTION

No. 114-9

### TITLE

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF CHILDREN'S SERVICES (DCS) TO RECEIVE \$45,000.00 FROM THE STATE SUPPLEMENT FUND TO BE USED FOR THE VOCATIONAL EDUCATION PROGRAM WITHIN THE DETENTION CENTER OF THE HAMILTON COUNTY JUVENILE COURT.**

**WHEREAS,** the State of Tennessee, Department of Children's Services is making available to the Hamilton County Juvenile Court \$45,000.00; and,

**WHEREAS,** these funds will be used to provide vocational and educational services for the children of Hamilton County detained in the Hamilton County Juvenile Court Detention Center; and,

**WHEREAS,** these funds have been included in the Juvenile Court Budget for the fiscal Year 2014 - 2019; and

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

That the County Mayor is hereby authorized to enter into and execute a contract with the State of Tennessee, Department of Children's Services to receive \$45,000.00 for providing services to children of the Hamilton County Juvenile Court.

**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

January 15, 2014

---

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 114-10

A RESOLUTION ACCEPTING THE BID OF ADMAN ELECTRIC, INC. FOR THE JUVENILE COURT CHILD SUPPORT SERVICES FIRE ALARM AND SECURITY UPGRADES AMOUNTING TO \$62,817.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for fire alarm and security upgrades for Juvenile Court Child Support Services; and,

WHEREAS, the bid from Adman Electric, Inc. amounting to \$62,817.00 was the only bid received, but said bid is deemed reasonable; and,

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

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

That the bid of Adman Electric, Inc. for the Juvenile Court Child Support Services Fire Alarm and Security Upgrades amounting to \$62,817.00 is hereby accepted, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

\_\_\_\_\_  
January 15, 2014

\_\_\_\_\_  
Date



**CAMPBELL &  
ASSOCIATES, INC.**  
CONSULTING ENGINEERS

January 2, 2014

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

**Subject: Juvenile Court Child Support Services Fire Alarm and Security  
Upgrades  
Hamilton County Project No: 13-910**

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department at 2:00 p.m. on Wednesday, December 18, 2013. Itemized prices are listed in the attached Bid Tabulation and Summary of the Proposals are listed below.

ADMAN ELECTRIC, Inc.	Base Bid	\$62,271.00
	Alternate No. 1	\$546.00

The project contract price of sixty two thousand eight hundred seventeen dollars (sum of Base Bid & Alternate No. 1) is considered to be competitive and in line with present construction pricing levels. Alternate No. 2 and 3 bids have been received, however, have at this time been declined at the discretion of the owner and not included in the above sum. It has been verified that ADMAN ELECTRIC, Inc is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to ADMAN ELECTRIC, Inc.

Sincerely,

  
Brian Lynn  
Campbell and Associates

Attachment

cc: Autumn Friday, PE, Engineering Projects Manager  
File: 13-910

**BID TABULATION**  
**JUVENILE COURT CHILD SUPPORT SERVICES FIRE ALARM AND SECURITY UPGRADES**  
**PROJECT #: 13-910**  
**C&A PROJECT #: 13-098**

<b>BIDDER</b>	<b>ADMAN ELECTRIC</b>	<b>INT. EQUIP. CO</b>	<b>SIMPLEX GRINNELL</b>
LICENSE NUMBER	15431	NO BID RECEIVED	NO BID RECEIVED
EXPIRATION DATE	8/31/14		
CLASSIFICATION	CE/Unlimited		
BID BOND	X		
QUALIFICATION STATEMENT	X		
DRUG FREE AFFIDAVIT	X		
DBE GOOD FAITH AFFIDAVIT	X		
ADDENDUM NUMBER	#1		
BASE BID ITEM 1 (Allowance)	\$5,000.00	\$5,000.00	\$5,000.00
BASE BID ITEM 2 (F.A. System)	\$30,615.00		
BASE BID ITEM 3 (Security System)	\$26,656.00		
ALTERNATE 1 (System Monitoring – Annual Cost)	\$546.00		
ALTERNATE 2 (Extended Warranty Fire and Alarm, Annual Cost)	\$2340.00		
ALTERNATE 3 (Extended Warranty Security Controls, Annual Cost)	\$1703.00		
COMPLETION TIME	Within 120 days of allotted time upon return of approved submittal		
SUBCONTRACTOR	Tyco Simplex Grinnell		
LICENSE NUMBER	8602406		
EXPIRATION DATE	7/31/2015		
CLASSIFICATION	Burglar/CCTV/Fire		

We hereby certify that the bids received on December 18, 2013, at 2:00 PM for the above subject project as stated above are true and correct.

CAMPBELL & ASSOCIATES, INC.

BY: Brian Lynn

TITLE: Electrical Engineer

LEGAL AD

Please run the attached ad on December 2, 2013

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before 2:00 PM (ET), on December 18, 2013 for the following construction project: Juvenile Court Child Support Services Fire Alarm and Security Upgrades, Project 13-910.

The project consists of removing and replacing Fire Alarm and Security Control Systems at the Juvenile Court Child Support Services Building, which is located at 1221 Main Street, Chattanooga, TN 37408.

A Mandatory Pre-Bid Meeting will be held on DATE: December 10, 2013 at 10:00 AM (ET) at the Development Resource Center, 1250 Market Street Suite 3050 (Conference Room 3F) , Chattanooga, TN 37402 (423-209-7810).

Bidding documents will be distributed by: Hamilton County Engineering. Contact Hamilton County Engineering Department at 423-209-7810 or [autumnf@hamiltontn.gov](mailto:autumnf@hamiltontn.gov) for instructions on how to access the internet ftp site in order to download plans and specifications.





# Hamilton County Board of Commissioners RESOLUTION

No. 114-11

A RESOLUTION ACCEPTING THE BID OF BEAMAN AUTOMOTIVE GROUP FOR ONE (1) HEAVY DUTY CARGO VAN AMOUNTING TO \$21,078.00 FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) heavy duty cargo van for the Telecommunications Department; and,

WHEREAS, the bid from Beaman Automotive Group amounting to \$21,078.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Beaman Automotive Group for one (1) heavy duty cargo van amounting to \$21,078.00 for the Telecommunications Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

Bid#: 1113-072 Heavy Duty Van  
Hamilton County, TN

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused, current model year, one ton heavy duty cargo van for the Hamilton County Telecommunications Department. Vehicle shall be equipped with all standard manufacturers' equipment for the model bid. Any deviations from the specifications shall be provided in detail. The vehicle shall meet or exceed the following specifications.

#### SPECIFICATIONS:

##### ENGINE:

5.0 Liter or the equivalent V-8 gasoline, with Electronic Fuel Injection with Heavy Duty Cooling system

##### TRANSMISSION:

4-Speed automatic Heavy Duty with Overdrive electronically controlled with Oil Cooler

##### Fuel Capacity:

20 gallons minimum

##### WHEELBASE:

135" inches minimum

##### G.V.W.R. (Gross Vehicle Weight)

9500 LBS minimum with payload capacity of 4100 LBS minimum

##### Brakes, Rear Axle:

4 wheel anti-lock brakes power assist

3.73 Rear axle ratio

##### Alternator and Electrical:

Alternator shall be highest rated amperage for vehicle bid minimum 115 amp

Standard AM/FM Radio with CD

Factory installed air conditioning

Heavy Duty 12-volt battery

##### Tires and Wheels:

Tires and wheels shall be compatible with vehicle G.V.W.R. specifications

##### Suspension:

Suspension system shall be rated for carry capacity of a one ton vehicle.

##### Exterior Specifications:

Side cargo door shall be 60/40 swing out

Rear dual swing out doors with window glass factory installed

Standard front and rear bumpers

Standard driver and passenger side mirrors

Bid#: 1113-072 Heavy Duty Van  
Hamilton County, TN

Factory painted white  
Standard seat belt and safety restraint system including airbags

**Interior:**

Front cloth or vinyl bucket seats  
Black rubberized floor covering  
Factory installed partition separating cargo area

**Miscellaneous:**

Two (2) pair of Ignition and door keys  
Standard jack and lug wrench along with standard size spare tire meeting G.V.W.R.  
Intermittent windshield wipers

**Freight/ delivery charges must be included in bid price.**

**Delivery to:**

Hamilton County Telecommunications Office  
117 East 7<sup>th</sup> Street  
Chattanooga, TN 37402

**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 November 21, 2013 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# 1113-072: (1) Cargo Van". Any sealed envelope(s) enclosed within this envelope / package should also be clearly marked with the same label.

**Note: Important delivery/ mailing instructions.**

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

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid # 1113-072: (1) Heavy Duty Cargo Van	Bid # 1113-072: (1) Heavy Duty Cargo Van
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Bid#: 1113-072 Heavy Duty Van  
Hamilton County, TN

**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:

Hamilton County Telecommunications Office  
Ms. Susan Holcomb  
Phone: 423-209-6220  
Email: [susanh@hamiltontn.gov](mailto:susanh@hamiltontn.gov)

Questions concerning bid procedures should be directed to:

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

**Pricing:**

Total Bid Price: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

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

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

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

Bid#: 1113-072 Heavy Duty Van  
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 On-Line Bid Administration System**

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

[Logout](#)

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

[Home](#)      [Solicitations](#)      [Vendors](#)      [Reports](#)

[Setup](#)    [Events](#)    [Categories](#)    [Documents](#)    [Questions](#)    [Bidders](#)    [Bids](#)    [Log](#)

**Solicitation 1113-072 - Log  
Heavy Duty Cargo Van**

11/11/2013 7:45 AM Eastern

Bids Due Date/Time: 11/21/2013 10:30:00 AM Eastern

**Visible to Vendors:** Currently Visible | [Hide](#)    **Bids Due:** 11/21/2013 10:30:00 AM Eastern

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		export	print	Records Per Page <input type="text"/>			
<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>
11/11/2013 7:45:04AM	Eastern	Linda Chumbler	<a href="#">1113-072 - Heavy Duty Cargo Van</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	187	3

For assistance, please contact [Technical Support](#).  
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**Please run the attached ad on November 11, 2013, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) new & unused heavy duty cargo van will be opened at 10:30 AM (ET) on November 21, 2013, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Hamilton County,  
Gail B. Roppo  
Director of Purchasing



(1) Heavy Duty Cargo Van  
November 21, 2013

Telecommunications & Microfilm  
10:30 a.m.

Vendors:	Beaman	Golden	Moss Motor	Mtn. View	Mid-Tenn	Prater	Lee Smith	Reeder	Andy Mohr	Mtn. View	Sam Swope	Don Ledford
	Automotive	Circle Ford	Company	Ford	Ford Truck	Ford, Inc.,	Inc.	Chevrolet	Truck	Chevrolet	Auto Group	Auto Park
	Group		Inc.	(HC)	Sales		(HC)		Center Inc.	(HC)	GMC	LLC
Total Bid Price:	\$21,078.00	\$21,382.00	\$21,477.88	\$21,482.00	\$21,535.00	\$21,578.00	\$22,319.00	\$23,269.01	\$23,550.00	\$23,859.51	\$24,589.36	\$25,250.00
Make/Model:	2014 Ford	2014 Ford	2014 Ford	2014 Chev.	2014 Ford	2014 Chev.	2014 GMC	2014 Chev.				
	E350	E350	E350	E350	E350	E350	E350	3500	E350	3500	Savana 3500	3500
Delivery:	90 days ARO	90-120 days	8-10 wks	12-14 wks	120 days ARO	14-16 wks	12-18 wks	45 days	60-75 days	8-10 wks	90-120 days	6-10 wks
Terms:	Net 30	Net 30	COD	?	Net 30	COD	Net 10	Net 30	Net 30	COD	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	11/11/2013
Vendor Notification:	187
Vendor Response:	12
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners

## RESOLUTION

No. 114-13

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO RENEW THE AGREEMENT WITH THE STATE OF TENNESSEE ON BEHALF OF THE TENNESSEE BUREAU OF INVESTIGATION FOR HAMILTON COUNTY INFORMATION TECHNOLOGY SERVICES AND HAMILTON COUNTY GEOGRAPHIC INFORMATION SYSTEMS TO PROVIDE PROFESSIONAL SERVICES IN SUPPORT AND DEVELOPMENT OF THE TENNESSEE METHAMPHETAMINE TASK FORCE (TMTF) INFORMATION SYSTEM NOT TO EXCEED \$246,126.

- WHEREAS, methamphetamine is a major drug problem in this area as well as the rest of the State of Tennessee; and
- WHEREAS, state wide efforts to deal with the methamphetamine problem requires an effective data collection, management and utilization system; and
- WHEREAS, this system has been developed and maintained by Hamilton County Information Technology Services and Hamilton County Geographic Information Systems; and,
- WHEREAS, in order not to interrupt the operation of the TMTF Information System within the State of Tennessee an agreement between Hamilton County and the State of Tennessee was executed during 2013; and
- WHEREAS, this agreement provides for this work to be done in a manner not to interfere with the work these two Hamilton County departments do in support of Hamilton County; and
- WHEREAS, pursuant to this agreement the State of Tennessee will repay Hamilton County for all cost incurred in the continued development, support and management of the TMTF Information System in an amount not to exceed \$246,126; and
- WHEREAS, since the cost of continued support and management of the TMTF Information System is not budgeted and will not require any unreimbursed County support, it is necessary to increase the general fund revenue and expense budgets by \$246,126: and
- WHEREAS, this county legislative body deems Hamilton County's participation in this work and in the funding of the TMTF to be vital and in the best interest of its citizens.

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

The County Mayor is hereby authorized to renew the agreement with the State of Tennessee on behalf of the Tennessee Bureau of Investigation for Hamilton County Information Technology Services and Hamilton County Geographic Information Systems to provide professional services in support and development of the TMTF Information System not to exceed \$246,126 and that the general fund revenue and expense budgets are amended by the same amount.

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

January 15, 2014

\_\_\_\_\_

Date



# CONTRACT

(fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b>	<b>Edison Record ID</b>
-------------------	-----------------	--------------------------	-------------------------

<b>Contractor Legal Entity Name</b>	<b>Edison Vendor ID</b>
-------------------------------------	-------------------------

<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	<b>CFDA #</b>
--	---------------

**Service Caption (one line only)**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
<b>TOTAL:</b>					

**American Recovery and Reinvestment Act (ARRA) Funding:**    **YES**    **NO**

<p><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.</p>	<p><i>OCR USE - GU</i></p>
--	----------------------------

<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>
-------------------------------	--------------------------------

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE BUREAU OF INVESTIGATION  
AND  
HAMILTON COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the 'State' and Hamilton County, Tennessee, hereinafter referred to as the "Contractor," is for the provision of technological services and supplies for the Tennessee Methamphetamine and Pharmaceutical Task Force, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4208

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor will provide services of the Contractor's Information Systems Support Staff for the development, implementation, and support of the Tennessee Methamphetamine Information System (TMIS) which is a crucial element to the operation of the Tennessee Methamphetamine and Pharmaceutical Task Force (TMPTF). The individuals that will provide support have an intimate knowledge of the system. To enable the continued success of the computer system, the Contractor will continue to enhance the methamphetamine web-based computer system that has been created.
- A.3. The Contractor shall provide the following computer hardware and software necessary to operate and maintain the TMIS: one SAN module to support Virtualization environment, five operating system licenses for new server installations, one Network switch to support server environment, one redundant intrusion prevention/detection systems, and one log monitoring and auditing software/hardware.
- A.4. The Contractor shall provide all repair parts and additional equipment and licenses required to complete this contract. The Contractor shall provide operational equipment and supplies for use on TMIS.

**B. CONTRACT PERIOD:**

- B.1 This Contract shall be effective for the period beginning January 1, 2014, and ending on December 31, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2 Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ONE HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED FIFTEEN DOLLARS (\$161,515). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
SERVICES OF APPLICATION DEVELOPMENT MGR	\$73.73 per hour
SERVICES OF SYSTEM DATABASE ARCHITECT	\$63.29 per hour
SERVICES OF DATA CONTROL CLERK	\$25.17 per hour
SERVICES OF DATABASE ANALYST	\$59.33 per hour
SERVICES OF DIRECTOR OF IT	\$89.22 per hour
SERVICES OF GIS ANALYST	\$43.38 per hour
SERVICES OF GIS MANAGER	\$59.10 per hour
SERVICES OF GIS SPECIALIST	\$41.20 per hour
SERVICES OF GIS SPECIALIST	\$41.42 per hour
SERVICES OF GIS SPECIALIST	\$41.56 per hour
SERVICES OF GIS SYSTEM PROGRAMMER	\$44.13 per hour

SERVICES OF GIS TECHNICIAN	\$32.51 per hour
SERVICES OF GIS TECHNICIAN	\$32.68 per hour
SERVICES OF GIS TECHNICIAN	\$32.03 per hour
SERVICES OF GIS TECHNICIAN	\$33.45 per hour
SERVICES OF HELP DESK TECHNICIAN	\$32.10 per hour
SERVICES OF ITS INVENTORY CONTROL SPCLIST	\$30.48 per hour
SERVICES OF ITS OPERATIONS MANAGER	\$62.37 per hour
SERVICES OF LEAD SYSTEMS PROGRAMMER	\$63.92 per hour
SERVICES OF MICROCOMPUTER SPECIALIST	\$40.99 per hour
SERVICES OF MICROCOMPUTER SPECIALIST	\$41.51 per hour
SERVICES OF MICROCOMPUTER SPECIALIST	\$43.32 per hour
SERVICES OF NETWORK MANAGER	\$61.48 per hour
SERVICES OF NETWORK SPECIALIST	\$51.13 per hour
SERVICES OF NETWORK SPECIALIST	\$46.97 per hour
SERVICES OF NETWORK SPECIALIST	\$49.74 per hour
SERVICES OF NETWORK SPECIALIST	\$46.48 per hour
SERVICES OF SR ACCOUNT CLERK	\$28.00 per hour
SERVICES OF PROGRAMMER	\$35.17 per hour
SERVICES OF PROGRAMMER	\$35.17 per hour
SERVICES OF PROGRAMMER	\$37.74 per hour
SERVICES OF PROGRAMMER	\$37.61 per hour
SERVICES OF PROGRAMMER	\$38.87 per hour
SERVICES OF PROGRAMMER	\$43.80 per hour
SERVICES OF SR ACCOUNT CLERK	\$28.00 per hour
SERVICES OF SR PROGRAMMER ANALYST	\$45.52 per hour
SERVICES OF SR PROGRAMMER ANALYST	\$50.58 per hour
SERVICES OF SR PROGRAMMER ANALYST	\$50.58 per hour
SERVICES OF SR SECRETARY	\$27.63 per hour
SERVICES OF SYSTEMS ANALYST	\$58.68 per hour
SERVICES OF SYSTEMS ANALYST SUPERVISOR	\$60.84 per hour
SERVICES OF SYSTEMS ANALYST SUPERVISOR	\$63.29 per hour
SERVICES OF STSTEMS DATABASE ARCHITECT	\$63.29 per hour
SERVICES OF SYSTEMS PROGRAMMER	\$53.71 per hour
SERVICES OF WEBMASTER	\$42.94 per hour
Maintenance – Fusion/GIS System/TMIS System	\$60,000.00 maximum

Computer Software/Equipment – Maintenance – GIS System	\$48,860.00 maximum
Computer Software/Equipment – Interstate PSE/Pharmacy Exchange	\$35,000.00 maximum

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

- C.4. Travel Compensation. Compensation to the Contractor 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.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Bureau of Investigation  
 Attn: Fiscal Department  
 901 R.S. Gass Boulevard  
 Nashville, Tennessee 37216

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Tennessee Bureau of Investigation, Drug Division
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tommy Farmer, ASAC  
Tennessee Bureau of Investigation  
540 McCallie Avenue, Suite 411  
Chattanooga, Tennessee 37402  
Thomas.farmer@tn.gov  
Telephone # 423-752-1479  
FAX # 423-267-8983

The Contractor:

Jim Coppinger, Hamilton County Mayor  
Hamilton County, Tennessee  
208 Courthouse  
Chattanooga, TN 37402  
Telephone # 423-209-6100  
FAX # 423-209-6101

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.
- E.4. 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 Contractor by the State or acquired by the Contractor on behalf of the State shall be

regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Debarment and Suspension. The Contractor 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 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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.7. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
  
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
  
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
  
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at:  
<http://fedgov.dnb.com/webform/>

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

**IN WITNESS WHEREOF,**

**HAMILTON COUNTY, TENNESSEE:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

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

**TENNESSEE BUREAU OF INVESTIGATION:**

---

**MARK GWYN, DIRECTOR**

**DATE**



## Hamilton County Board of Commissioners RESOLUTION

No. 114-14

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF NOVEMBER 1, 2013, THROUGH NOVEMBER 30, 2013, 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 November 1, 2013, through November 30, 2013.

November 4, 2013, \$19,734.52 for 7,961 gallons of E-10 gasoline at 2.4789 per gallon from Sweetwater Valley Oil Company.

November 6, 2013, \$22,094.23 for 7,485 gallons of diesel fuel at 2.951801 per gallon from Pilot Travel Centers, LLC.

November 6, 2013, \$1,623.76 for 595 gallons of regular unleaded at 2.7290 per gallon from Jat Oil & Supply, Inc.

November 7, 2013, \$22,120.79 for 7,494 gallons of diesel fuel at 2.9518 per gallon from Pilot Travel Centers, LLC.

November 11, 2013, \$20,400.56 for 7,946 gallons of E-10 gasoline at 2.5674 per gallon from Sweetwater Valley Oil Company, Inc.

November 12, 2013, \$2,899.00 for 1,000 gallons of regular unleaded gasoline at 2.8990 per gallon from Jat Oil & Supply, Inc.

November 12, 2013, \$1,263.97 for 436 gallons of regular unleaded gasoline at 2.8990 per gallon from Sweetwater Valley Oil Company, Inc.

November 13, 2013, \$20,543.00 for 8,040 gallons of E-10 gasoline at 2.5551 per gallon from Sweetwater Valley Oil Company.

November 25, 2013, \$22,704.53 for 8,475 gallons of E-10 gasoline at 2.6790 per gallon from Jat Oil & Supply, Inc.

November 26, 2013, \$22,396.99 for 7,348 gallons of diesel fuel at 3.048039 per gallon from Parman Lubricants.

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:

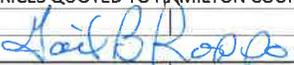
\_\_\_\_\_

County Mayor

January 15, 2014

\_\_\_\_\_

Date

Date:		11/4/2013	11/6/2013	11/6/2013	11/7/2013	11/11/2013	11/12/2013	11/13/2013	11/25/2013	11/26/2013
Location		Sheriff's Sub-	Silverdale	ESNP	White Oak	White Oak	Riverpark	Silverdale	Career Lane	Silverdale
<b>Sweetwater</b>	Gasoline			2.9294			3.1967			
(HC)	E-10 Gasoline	2.4789				2.5674		2.5551	2.6864	
	Diesel		3.0814		3.0804					3.4140
	Bio Diesel									
<b>Jat Oil</b>	Gasoline			2.7290			2.8990			
(HC)	E-10 Gasoline	2.5790				2.6090		2.6450	2.6790	
	Diesel		3.1290		2.9910					3.0950
	Bio Diesel									
<b>Collins Oil</b>	Gasoline			No quote			No quote			
	E-10 Gasoline	No quote				2.7190		No quote	2.6890	
	Diesel		No quote		No quote					3.0950
	Bio Diesel									
<b>Mansfield</b>	Gasoline			No quote			No quote			
	E-10 Gasoline	No quote				No quote		No quote	No quote	
	Diesel		No quote		No quote					No quote
	Bio Diesel									
<b>Rogers Petroleum</b>	Gasoline			No quote			No quote			
	E-10 Gasoline	No quote				No quote		No quote	No quote	
	Diesel		3.0754		3.0625					No quote
	Bio Diesel									
<b>Parman</b>	Gasoline			No quote			No quote			
(HC)	E-10 Gasoline	2.6595				No quote		No quote	2.6819	
	Diesel		No quote		No quote					3.048039
	Bio Diesel									
<b>Dupree Oil</b>	Gasoline			No quote			No quote			
	E-10 Gasoline	2.5157				No quote		No quote	No quote	
	Diesel		No quote		No quote					No quote
	Bio Diesel									
<b>Pilot Travel</b>	Gasoline			No quote			No quote			
	E-10 Gasoline	3.0218				2.6032		2.6372	2.6947	
	Diesel		2.951801		2.9518					3.0888
	Bio Diesel									
	Gasoline									
	E-10 Gasoline									
	Diesel									
I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL										
PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF NOVEMBER 1, 2013 THROUGH NOVEMBER 30, 2013										
										
Gail B. Roppo										
Director of Purchasing										

<b>Unleaded Gasoline</b>	<b>November 2013</b>	<b>YTD</b>
Gallons Purchased	2,031	22,697
Total Cost	\$5,786.72	\$66,474.02
Average Cost/Gallon	\$2.8492	\$2.9288
<b>E-10</b>		
Gallons Purchased	32,422	192,619
Total Cost	\$83,382.61	\$516,866.73
Average Cost/Gallon	\$2.5718	\$2.6834
<b>Diesel</b>		
Gallons Purchased	22,327	91,445
Total Cost	\$66,612.01	\$281,689.65
Average Cost/Gallon	\$2.9835	\$3.0804
<b>Bio Diesel</b>		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



## Hamilton County Board of Commissioners RESOLUTION

No. 114-15

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH THE DEPARTMENT OF MILITARY OF THE TENNESSEE EMERGENCY MANAGEMENT AGENCY FOR A 2013 HOMELAND SECURITY GRANT WITH A PERIOD OF 09/01/2013 THROUGH 04/30/2015 AND AMENDING THE BUDGET OF THE EMERGENCY SERVICES DEPARTMENT BY ADDING \$148,563.35 TO REVENUES AND EXPENDITURES.

WHEREAS, Hamilton County is receiving a \$148,563.35 Federal Homeland Security grant through the State Department of Military: and,

WHEREAS, the grant will serve emergency responders in the City of Chattanooga, Hamilton County and Homeland Security District 3: and,

WHEREAS, no match is required; and,

WHEREAS, the grant will fund equipment, training and supplies that will improve the ability of emergency responders to deal with acts of terrorism and catastrophic events; and

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

The County Mayor is hereby authorized to execute a contract and any subsequent amendments with the Tennessee Department of Military for a 2013 Homeland Security grant with a period 09/01/2013 through 04/30/2015, and the budget of the Emergency Services Department is amended by adding \$148,563.35 to Revenues and Expenditures

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

\_\_\_\_\_  
January 15, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 114-16

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 ACCEPT AN AWARD FROM THE HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) IN THE AMOUNT OF \$50,760 FOR THE PROVISION OF OUTREACH AND ENROLLMENT ACTIVITIES FOR THE TIME PERIOD NOVEMBER 1, 2013 TO OCTOBER 31, 2014 AND INCREASE THE REVENUE AND EXPENSE BUDGETS BY \$50,760.

**WHEREAS,** the Affordable Care Act has provided alternative insurance plans for those eligible; and

**WHEREAS,** outreach and enrollment assistance around the new health insurance plans; targeted to the eligible populations is necessary; and

**WHEREAS,** HRSA has identified Community Health Centers as an effective provider of this assistance; and

**WHEREAS,** HRSA has identified \$50,760 for this effort; specifically to serve those in Hamilton County who are homeless or imminently homeless; and

**WHEREAS,** the Homeless Health Care Center staff will collaborate with the Tennessee Primary Care Association and other health centers within the service area to ensure that outreach efforts are comprehensively addressed for this population.

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

That the County Mayor be authorized to accept an award in the amount of \$50,760 from HRSA for the time period November 1, 2013 through October 31, 2014 and increase the revenue and expense budgets by \$50,760.

**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

January 15, 2014

\_\_\_\_\_  
Date

<b>1. DATE ISSUED:</b> 12/09/2013		<b>2. PROGRAM CFDA:</b> 93.224		 <b>U.S. Department of Health and Human Services</b> <b>HRSA</b> Health Resources and Services Administration <b>NOTICE OF AWARD</b> AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503																																																					
<b>3. SUPERSEDES AWARD NOTICE dated:</b> 10/15/2013 <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>																																																									
<b>4a. AWARD NO.:</b> 6 H80CS00023-13-01		<b>4b. GRANT NO.:</b> H80CS00023	<b>5. FORMER GRANT NO.:</b> H66CS00379																																																						
<b>6. PROJECT PERIOD:</b> <b>FROM:</b> 11/01/2001 <b>THROUGH:</b> 10/31/2015																																																									
<b>7. BUDGET PERIOD:</b> <b>FROM:</b> 11/01/2013 <b>THROUGH:</b> 10/31/2014																																																									
<b>8. TITLE OF PROJECT (OR PROGRAM):</b> HEALTH CENTER CLUSTER																																																									
<b>9. GRANTEE NAME AND ADDRESS:</b> Chattanooga-Hamilton County Health Department 921 E Third St Chattanooga, TN 37403-2102 <b>DUNS NUMBER:</b> 029870271 BHCMIS # 042030			<b>10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)</b> Karen C Guinn Chattanooga-Hamilton County Health Department Division Line: Chattanooga Hamilton County Health Department 921 E Third Street Chattanooga, TN 37403-2102																																																						
<b>11. APPROVED BUDGET: (Excludes Direct Assistance)</b> <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation			<b>12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</b>																																																						
<table style="width:100%; border-collapse: collapse;"> <tr><td>a. Salaries and Wages :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>b. Fringe Benefits :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Total Personnel Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. Consultant Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. Equipment :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>f. Supplies :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>g. Travel :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>h. Construction/Alteration and Renovation :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>i. Other :</td><td style="text-align: right;">\$994,241.00</td></tr> <tr><td>j. Consortium/Contractual Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>k. Trainee Related Expenses :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>l. Trainee Stipends :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>n. Trainee Travel :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS :</td><td style="text-align: right;">\$994,241.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&amp;W/TADC) :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET :</td><td style="text-align: right;">\$994,241.00</td></tr> <tr><td>    i. Less Non-Federal Share:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>    ii. Federal Share:</td><td style="text-align: right;">\$994,241.00</td></tr> </table>			a. Salaries and Wages :	\$0.00	b. Fringe Benefits :	\$0.00	c. Total Personnel Costs :	\$0.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$0.00	f. Supplies :	\$0.00	g. Travel :	\$0.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$994,241.00	j. Consortium/Contractual Costs :	\$0.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$994,241.00	p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00	q. TOTAL APPROVED BUDGET :	\$994,241.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$994,241.00	<table style="width:100%; border-collapse: collapse;"> <tr><td>a. Authorized Financial Assistance This Period</td><td style="text-align: right;"><b>\$994,241.00</b></td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td>    i. Additional Authority</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>    ii. Offset</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$393,117.00</td></tr> <tr><td>d. Less Cumulative Prior Awards(s) This Budget Period</td><td style="text-align: right;">\$550,364.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td style="text-align: right;"><b>\$50,760.00</b></td></tr> </table>			a. Authorized Financial Assistance This Period	<b>\$994,241.00</b>	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$393,117.00	d. Less Cumulative Prior Awards(s) This Budget Period	\$550,364.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	<b>\$50,760.00</b>
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<b>15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>																																																									
<b>A=Addition B=Deduction C=Cost Sharing or Matching D=Other</b> <span style="float: right;">[D]</span>																																																									
Estimated Program Income: \$0.00																																																									
<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b>																																																									
<small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>																																																									
<b>REMARKS: (Other Terms and Conditions Attached [ X ]Yes [ ]No)</b>																																																									
<i>Electronically signed by Helen Harpold, Grants Management Officer on : 12/09/2013</i>																																																									
<b>17. OBJ. CLASS:</b> 41.51		<b>18. CRS-EIN:</b> 1626000636A3		<b>19. FUTURE RECOMMENDED FUNDING:</b> \$0.00																																																					
<b>FY-CAN</b>	<b>CFDA</b>	<b>DOCUMENT NO.</b>	<b>AMT. FIN. ASST.</b>	<b>AMT. DIR. ASST.</b>	<b>SUB PROGRAM CODE</b>	<b>SUB ACCOUNT CODE</b>																																																			
14 - 398879D	93.527	H80CS00023C0	\$50,760.00	\$0.00	HCH	N/A																																																			

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/webexternal/login.asp> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

**Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

### Grant Specific Term(s)

1. The purpose of the FY 2014 Health Center Outreach and Enrollment Assistance **one-time supplemental funding** is to provide support to health centers to meet increased demand for enrollment assistance through March 2014. This one-time supplemental funding will support immediate health center needs, consistent with the intent of and allowable costs outlined in FY 2013 Health Center Outreach and Enrollment Assistance Supplemental Funding. Any ongoing expenditures initially supported by these one-time funds beyond FY 2014 must be sustained with other resources.

Health centers must use these funds to increase their current outreach and enrollment assistance capacity. This may be accomplished by expanding the hours of existing outreach and enrollment assistance workers, hiring new or temporary outreach and enrollment assistance workers, and/or other allowable activities and costs consistent with the FY 2013 outreach and enrollment supplemental guidance (expected within 30 days of award). Health centers should also collaborate with other health centers and organizations in their service area to ensure that outreach and enrollment assistance activities are coordinated with other local, regional, and/or state-wide outreach and enrollment assistance efforts and training requirements.

Health center outreach and enrollment assistance workers supported by this funding opportunity must:

- Demonstrate and maintain expertise in: eligibility and enrollment rules and procedures; the range of qualified health plan options and insurance affordability programs; the needs of underserved and vulnerable populations; and privacy and security standards.
- Comply with and successfully complete all required and applicable federal and/or state consumer assistance training, as is required for all assistance personnel carrying out consumer assistance functions.

All Outreach and Enrollment supplemental funds are to be used to support new outreach and enrollment capacity and not supplant existing resources.

Health centers will be required to report additional activities supported through this one-time supplemental via the Health Center Program Outreach and Enrollment Quarterly Progress Report (QPR) to be submitted through the HRSA Electronic Handbook (EHB) in January 2014, April 2014, July 2014, and October 2014. HRSA will provide additional guidance regarding specific requirements and deadlines through separate resources that will be available at <http://bphc.hrsa.gov/outreachandenrollment/>.

All prior terms and conditions remain in effect unless specifically removed.

## Contacts

### NoA Email Address(es):

Name	Role	Email
Becky T Barnes	Authorizing Official	beckyb@exch.hamiltontn.gov
Paula Y Britton	Business Official	paulab@mail.hamiltontn.gov
Karen C Gulnn	Program Director	kareng@hamiltontn.gov

Note: NoA emailed to these address(es)

### Program Contact:

For assistance on programmatic issues, please contact Lori Butler at:  
MailStop Code: 17-51  
HRSA\BPHC\CSD\MSB  
5600 Fishers Ln

Rockville, MD, 20852-1750  
Email: lbutler@hrsa.gov  
Phone: (301) 594-0287  
Fax: (301) 594-4986

**Division of Grants Management Operations:**

For assistance on grant administration issues, please contact William A. Davis at:  
MailStop Code: 11-03  
5600 Fishers Ln  
Rockville, MD, 20857-0001  
Email: wdavis@hrsa.gov  
Phone: (301) 443-8217  
Fax: (301) 443-9810

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# Hamilton County Board of Commissioners RESOLUTION

No. 114-17

A RESOLUTION ACCEPTING THE BID OF TRI-CON, INC. FOR CONSTRUCTION OF THE EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$23,142,000.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for construction of the East Brainerd Elementary School; and,

WHEREAS, the bid from Tri-Con, Inc. amounting to \$23,142,000.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Tri-Con, Inc. for construction of the East Brainerd Elementary School amounting to \$23,142,000.00 is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

TWH Architects, Inc.  
University Tower  
651 E. 4th Street, Suite 500  
Chattanooga, TN 37403  
v 423.756.5046 f 423.756.8021  
www.twharch.com

December 9, 2013

Ms. Gail Roppo, Director  
Hamilton County Purchasing Department  
451 N. Highland Park Avenue  
Chattanooga, Tennessee 37404

**Subject: East Brainerd Elementary School  
Hamilton County Project No: 12-907**

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department at 2:00 p.m. on Tuesday, December 3, 2013. Itemized prices are listed in the attached Bid Tabulation and Summary of the Proposals are listed below.

Tri-Con, Inc	\$23,142,000.00
Rentenbach Constructors, Inc.	\$25,607,800.00
Rouse Construction Company	\$25,664,500.00
Denark Construction, Inc	\$25,911,700.00
J&J Contractors	\$25,955,000.00
DBS Corporation	\$26,371,900.00

The bid of Tri-Con, Inc is considered to be competitive and in line with present construction pricing levels. It has been verified that Tri-Con is licensed in the State of Tennessee to construct the work as bid. While we continue to receive information and evaluate the bid we can find no reason to reject the proposed bid. Therefore, it is recommended that the contract be awarded to Tri-Con, Inc in the amount of \$23,142,000.00 for the Base Bid and Alternate 1.



Wayne Williams, AIA, LEED AP  
TWH Architects

Attachment

cc: Autumn Friday, PE, Engineering Projects Manager

Vance Travis  
Phil Whitfield  
Trey Wheeler  
Wayne Williams  
Bob Roza



**Hamilton County Department of Education - East Brainerd Elementary School - Bid  
Tabulation**

**TWH Architects, Inc.**

**Bid Opening at 2:00 PM, December 3, 2013, Hamilton County Purchasing**

	DBS Corporation	Denark Corporation	J&J Contractors	Rentenbach Constructors	Rouse Construction	Tri-Con
License on Envelope						
Mechanical Sub	Eagle Mechanical	Schoffner/Kalthoff	T.S. Raulston	Schoffner/Kalthoff	Webb Plumbing & Heating	Webb Plumbing & Heating
Electrical Sub	Schoffner/Kalthoff	Schoffner/Kalthoff	Nabco Electric	Schoffner/Kalthoff	Schoffner/Kalthoff	Schoffner/Kalthoff
Plumbing Sub	Damron Plumbing	Schoffner/Kalthoff	T.S. Raulston	Schoffner/Kalthoff	Webb Plumbing & Heating	Webb Plumbing & Heating
Geothermal Sub	Mid-State	Mid-State	Mid-State	Mid-State	Mid-State	Mid-State
Masonry Sub	Jenkins	Jenkins	Jenkins	Jenkins	Jenkins	Jenkins
Acknowledge Addenda 1 – 5	◇	◇	◇	◇	◇	◇
Bid Bond Attached	◇	◇	◇	◇	◇	◇
Qualification Form Attached	◇	◇	◇	◇	◇	◇
Construction Time						
Base Bid	\$26,590,000	\$25,899,000	\$24,925,000	\$25,595,000	\$25,659,000	\$23,627,000
Envelope Adjustment	-\$233,600		\$1,000,000			-\$500,000
<b>Total Base Bid</b>	<b>\$26,356,400</b>	<b>\$25,899,000</b>	<b>\$25,925,000</b>	<b>\$25,595,000</b>	<b>\$25,659,000</b>	<b>\$23,127,000</b>
Alternate One	\$15,500	\$12,700	\$30,000	\$12,800	\$5,500	\$15,000
Alt. One Envelope Adjust						
<b>Total Alternate One</b>	<b>\$15,500</b>	<b>\$12,700</b>	<b>\$30,000</b>	<b>\$12,800</b>	<b>\$5,500</b>	<b>\$15,000</b>
Alternate Two	-\$16,700	-\$17,000	-\$35,000	-\$18,000	-\$17,000	-\$15,000
Alt. Two Envelope Adjust						
<b>Total Alternate Two</b>	<b>-\$16,700</b>	<b>-\$17,000</b>	<b>-\$35,000</b>	<b>-\$18,000</b>	<b>-\$17,000</b>	<b>-\$15,000</b>
<b>Price Including All Alternates</b>	<b>\$26,355,200</b>	<b>\$25,894,700</b>	<b>\$25,920,000</b>	<b>\$25,589,800</b>	<b>\$25,647,500</b>	<b>\$23,127,000</b>
Notes						

LEGAL AD

Please run the attached ad on Wed., Oct. 23, 2013

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, Chattanooga, TN, 37404 will receive bids before 2:00 PM Local Time, on November 21, 2013 for the following construction project: New East Brainerd Elementary School, Project No. 12-907.

Project consists of site preparation, existing building demolition, and construction of a new two story masonry building (approximately 160,000 square feet).

A Mandatory Pre-Bid Meeting will be held on Thursday, October 31, 2013 at 10:00 AM local time at the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404. Phone number: 423-209-6350.

Contact TWH Architects at 423-756-5046 for instructions on how to purchase and obtain Bidding documents.





# Hamilton County Board of Commissioners RESOLUTION

No. 114-18

A RESOLUTION ACCEPTING THE BID OF BEAMAN AUTOMOTIVE GROUP FOR ONE (1) 4X4 PICKUP TRUCK AMOUNTING TO \$22,218.00 FOR THE BUILDING INSPECTION DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) 4X4 pickup truck for the Building Inspection Department; and,

WHEREAS, the bid from Beaman Automotive Group amounting to \$22,218.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Beaman Automotive Group for one (1) 4X4 pickup truck amounting to \$22,218.00 for the Building Inspection Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date

Bid#: 1113-073 ½ Ton Pickup Truck  
Hamilton County, TN

### SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) 4x4 ½-ton pickup truck for the Hamilton County Building Inspection Department. All prices must include shipping/delivery. The vehicle must meet or exceed the following specifications.

### BID SUBMISSION REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on December 4, 2013 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#1113-073: Pickup Truck". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

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

*NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. 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 must be received in the Purchasing Department by the specified deadline.*

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #1113-073 Pickup Truck	Bid #1113-073 Pickup Truck
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

### **CONTACTS:**

Questions regarding product specifications should be directed to:  
Hamilton County Building Inspection  
Mr. Randy Parnell, Director  
Phone: (423) 209-7880  
Email: [randyp@hamiltontn.gov](mailto:randyp@hamiltontn.gov)

Questions regarding bid procedures should be directed to:  
Hamilton County Purchasing Department  
Linda Chumbler  
Phone: (423) 209-6350  
Email: [lindac@hamiltontn.gov](mailto:lindac@hamiltontn.gov)

Bid#: 1113-073 ½ Ton Pickup Truck  
Hamilton County, TN

**Freight/ delivery charges must be included in bid price.**

Delivery to:  
Hamilton County Building Inspection  
Development Resource Center  
1250 Market Street  
Chattanooga, TN 37402

**Completion of the Authorization to Bind Form:** Please complete and sign the attached Authorization to Bind form.

**SPECIFICATIONS:**

**One (1) new and unused current year model ½ ton pickup, extended cab, 4X4 truck with the following minimum specifications:**

All standard equipment as listed by manufacturer.  
All items factory installed unless otherwise noted.

- 1) Extended cab with ½ doors
- 2) 6 Speed Automatic Transmission
- 3) 4 wheel drive
- 4) V-6 Engine - Gasoline
- 5) Air Conditioning – Factory Installed
- 6) XL Trim
- 7) Power Equipment Group
- 8) Vinyl Floor (Gray)
- 9) Vinyl Front Seat (Gray)
- 10) Glass: Light – Tinted
- 11) Dealer to supply five (5) keys
- 12) Full Size Spare Tire & Wheel
- 13) Rear Step Bumper
- 14) Radio: AM/FM
- 15) Short Bed
- 16) Color – White

Total Bid Price: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

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

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

Bid#: 1113-073 ½ Ton Pickup Truck  
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 On-Line Bid Administration System**

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[Logout](#)

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

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[Setup](#)    [Events](#)    [Categories](#)    [Documents](#)    [Questions](#)    [Bidders](#)    [Bids](#)    [Log](#)

**Solicitation 1113-073 - Log**  
**(1) Pickup Truck**

Bids Due Date/Time: 12/04/2013 11:00:00 AM Eastern

11/13/2013 8:15 AM Eastern

**Visible to Vendors:** Currently Visible | [Hide](#)      **Bids Due:** 12/04/2013 11:00:00 AM Eastern

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>
11/13/2013 8:15:17AM	Eastern	Linda Chumbler	<a href="#">1113-073 - (1) Pickup Truck</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	166	0

For assistance, please contact [Technical Support](#).  
eXchange v.1.0.0.0. Copyright © 1999-2013 [E-Bid Systems, Inc.](#) All rights reserved.

**Please run the attached ad on November 13, 2013, in the legal notices.**

**LEGAL NOTICE**

Bids for one (1) ½ ton 4X4 pickup truck will be opened at 11:00 AM (ET) on December 4, 2013, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

**Hamilton County,  
Gail B. Roppo  
Director of Purchasing**



(1) 4x4 Pickup Truck  
December 4, 2013

Building Inspection  
11:00 A.M.

Vendors:	Beaman	Golden	Prater	Brooker	Sam Swope	Moss Motor	Nelson Auto	Mtn. View	Wade	Mid-Tenn	Don	Andy Mohr	Reeder
	Automotive	Circle	Ford, Inc.	Ford, Inc.	Chrysler Jeep	Company	Center	Ford	Ford, Inc.	Ford	Ledford	Truck	Chevrolet
	Group	Ford			Dodge	Inc.	Inc.	(HC)		Trucks	Auto Park	Center	
Total Bid Price:	\$22,218.00	\$22,477.88	\$23,451.00	\$23,490.00	\$23,535.00	\$23,730.88	\$23,791.00	\$23,800.00	\$23,892.88	\$23,908.00	\$24,737.60	\$25,850.00	\$26,920.00
Make/Model:	2014 Ford	2014 Ford	2014 Ford	2014 Ford	2014 Dodge	2014 Ford	2014 Chev.	2014 Ford	2014 Chev.				
	F-150	F-150	F-150	F-150	1500-Quad Cab	F-150	F-150	F-150	F-150	F-150	Silverado	F-150	Silverado
Delivery:	90 days ARO	90 days ARO	14-16 wks.	12-14 wks.	90-120 days	8-10 wks.	60-90 days	14-16 wks.	90-120 days	120 days ARO	6-10 wks.	60-75 days	45 days
Terms:	Net 30	Net 30	C.O.D.	Net 20	Net 30	C.O.D.	Net 30	Net on Del.	Net 30	Net 30	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	11/13/2013
Vendor Mailing:	166
Vendor Response:	13
Budgeted:	Capital Outlay



## Hamilton County Board of Commissioners

# RESOLUTION

No. 114-19

**A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFOR: Kennerly Court as extended.**

**WHEREAS,** Resolution No. 0109-14, dated January 7, 2009, shows the mileage of Kennerly Court as being 0.25 miles being described as leading from Skybrook Drive west to a temporary turnaround; and,

**WHEREAS,** the new extension of Kennerly Court was constructed, leading from the existing Kennerly Court south 0.09 miles to a turnaround, being in the 2<sup>nd</sup> Civil District, the 9<sup>th</sup> County Commission District in the Providence Point Subdivision, on State Tax Map Number 104, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs and was built by Brown Brothers Construction and Spears Hopkins Paving Co. for the Developer, James A. Frost; and,

**WHEREAS,** Kennerly Court leads from Skybrook Drive west 0.34 miles to a turnaround; and,

**WHEREAS,** the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **25 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

January 15, 2014

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners RESOLUTION

No. 114-20

**A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Maple Grove Lane.**

**WHEREAS,** Maple Grove Lane is in the 2<sup>nd</sup> Civil District, the 9<sup>th</sup> County Commission District, in Maple Grove Subdivision, on State Tax Map Number 173, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs and was built by Barry Higgins Construction and Card Paving Inc. for the developer Terry Wall; and,

**WHEREAS,** Maple Grove Lane leads from East Brainerd Road east 0.17 miles to a turnaround; and,

**WHEREAS,** the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That the speed limit on said road shall be **25 M.P.H.**, and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of this State.
3. That the "Master List of Roads and Speed Limits" is hereby amended.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

\_\_\_\_\_  
January 15, 2014

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 114-21

A RESOLUTION ACCEPTING THE BID OF HELTON CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE HAMILTON COUNTY EMERGENCY VEHICLE STORAGE BUILDING AMOUNTING TO \$585,700.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for construction of the Hamilton County Emergency Vehicle Storage Building; and,

WHEREAS, the bid from Helton Construction Company, Inc. amounting to \$585,700.00 was the lowest and best bid received; and,

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

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

That the bid of Helton Construction Company, Inc for construction of the Hamilton County Emergency Vehicle Storage Building amounting to \$585,700.00 is hereby accepted; said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

### CERTIFICATION OF ACTION

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

\_\_\_\_\_  
Date



## BILLINGSLEY / ARCHITECTURE

Planning  
Architecture  
Interiors

423-752-0030  
Fax 423-752-0035  
Suite 800, Republic Centre  
633 Chestnut Street  
Chattanooga, Tennessee 37450

December 16, 2013

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

**Subject: Hamilton County Emergency Vehicle Storage  
Hamilton County Project No: 13-907**

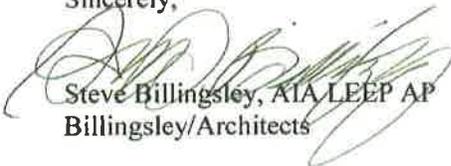
Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department at 2:00 p.m. on Thursday, December 13, 2013. Itemized prices are listed in the attached Bid Tabulation and Summary of the Proposals are listed below. The totals listed below include alternate number one, which we recommend be accepted.

Helton Construction	\$585,700.00
Raines Brothers	\$640,293.00
Tower Construction	\$644,293.00
Sexton Construction	\$645,800.00
Dillard Construction	\$665,340.00

The bid of Helton Construction is considered to be competitive and in line with present construction pricing levels. It has been verified that Helton Construction is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Helton Construction.

Sincerely,



Steve Billingsley, AIA LEED AP  
Billingsley/Architects

Attachment

cc: Autumn Friday, PE, Engineering Projects Manager  
File: 13-907

LEGAL AD

Please run the attached ad on November 08, 2013

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before 2:00 PM (ET), on December 12, 2013 for the following construction project: HAMILTON COUNTY EMERGENCY VEHICLE STORAGE, Project 13-907.

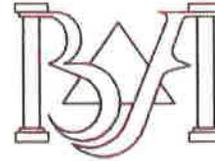
The project consists of the construction of a one story pre-engineered Storage Building (6,960 sf) located at 6223 Dayton Boulevard, Chattanooga, TN 37343.

A Mandatory Pre-Bid Meeting will be held on DATE: December 3, 2013 at 10:00 AM (ET) at 6223 Dayton Boulevard, Chattanooga, TN 37343 (423-209-7810)

Bidding documents will be distributed by: Billingsley Architecture. Contact Angela Russ at 423-752-0030 or [angela@billarch.com](mailto:angela@billarch.com) for instructions on how to access bid documents.



**Hamilton County Emergency**  
**Vehicle Storage Building** BID TABULATION  
 Hamilton County Purchasing Department  
 455 North Highland Park Ave.  
 Chattanooga, TN 37404 **2:00 PM, Thursday, December 12, 2013**



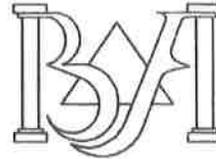
**BILLINGSLEY/ARCHITECTURE**

Planning 423.752.0040  
 Architecture 423.752.0045  
 Interiors Suite 800, Republic Centre,  
 611 Chestnut Street  
 Chattanooga, Tennessee 37450

<p><b>Sexton Construction</b></p> <p>Addenda Received: <u>1</u> License <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/>          Massengale Plumbing</p> <hr/> <p>Plumbing          JDC Mechanical</p> <hr/> <p>Mechanical          Massey Electric</p> <hr/> <p>Electrical</p>	<p><b>Base Bid: \$621,800.00</b></p> <p><b>Alternate #1 for Canopy: ADD \$ 24,000.00</b></p>
<p><b>Raines Brothers</b></p> <p>Addenda Received: <u>1</u> License <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/>          B&amp;B Plumbing</p> <hr/> <p>Plumbing          Total Heating &amp; Air</p> <hr/> <p>Mechanical          Massey Electric</p> <hr/> <p>Electrical</p>	<p><b>Base Bid: \$657,773.00 (deduct \$43,000.00          deduct \$2,680.00 ) = \$612,093.00</b></p> <p><b>Alternate #1 for Canopy: ADD \$28,200.00</b></p>
<p><b>Helton Construction Company</b></p> <p>Addenda Received: <u>1</u> License <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/>          B&amp;B Plumbing</p> <hr/> <p>Plumbing          Total Heating &amp; Air</p> <hr/> <p>Mechanical          Massey Electric</p> <hr/> <p>Electrical</p>	<p><b>Base Bid: \$565,000.00 (deduct \$9,300.00) = \$555,700.00</b></p> <p><b>Alternate #1 for Canopy: ADD \$30,000.00</b></p>

**Hamilton County Emergency**  
**Vehicle Storage Building** BID TABULATION  
 Hamilton County Purchasing Department  
 455 North Highland Park Ave.  
 Chattanooga, TN 37404

**2:00 PM, Thursday, December 12, 2013**



**BILLINGSLEY/ARCHITECTURE**

Planning 423.752.0046  
 Architecture 423.752.0055  
 Interiors Suite 800 Republic Centre  
 633 Chestnut Street  
 Chattanooga, Tennessee 37450

**Tower Construction**

Addenda Received: 1 License  Bid Bond   
 Massengale Plumbing

Plumbing  
 JDC Mechanical

Mechanical  
 RayCo Electric

Electrical

**Base Bid: \$614,326.00**

**Alternate #1 for Canopy: ADD \$29,967.00**

**Dillard Construction**

Addenda Received: 1 License  Bid Bond   
 Massengale Plumbing

Plumbing  
 Allied Mechanical

Mechanical  
 Adman Electric

Electrical

**Base Bid: \$637,600.00 (deduct \$3,000.00) = \$634,600**

**Alternate #1 for Canopy: ADD \$30,740.00**



## Hamilton County Board of Commissioners RESOLUTION

No. 114-22

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A GROUND LEASE AGREEMENT BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY (NS) AND HAMILTON COUNTY, TENNESSEE, SAID LEASE COMMENCING JANUARY 1, 2014 AND TERMINATING DECEMBER 31, 2044.**

**WHEREAS, Hamilton County (County) and a number of local public and private partners are working together to extend the Tennessee Riverwalk from Ross's Landing to St. Elmo; and;**

**WHEREAS, NS owns certain property located along the Tennessee River needed to facilitate the construction and extension of said Tennessee Riverwalk; and;**

**WHEREAS, NS has agreed to lease a portion of its property to the County for the Tennessee Riverwalk use at an annual rate of \$4,200.00 for a term of 30 years, commencing January 1, 2014 and terminating December 31, 2044; and;**

**WHEREAS, it is in the best interest of the citizens of Hamilton County to enter into said agreement to facilitate the construction and further extension of the Tennessee Riverwalk.**

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

**That the County Mayor is authorized to enter into and execute a ground lease agreement between Norfolk Southern Railway Company (NS) and Hamilton County, Tennessee, commencing January 1, 2014 and terminating December 31, 2044, at a rate of \$4,200.00 annually for a term of 30 years, in accordance with the terms and conditions of the attached or similar lease agreement.**

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

January 15, 2014

\_\_\_\_\_

Date

## LEASE AGREEMENT

THIS LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia Corporation (the "Landlord") and **HAMILTON COUNTY**, a Tennessee government entity (the "Tenant").

**1. Premises; Use.** For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Valuation Milepost R- 3 in Chattanooga, Hamilton County, Tennessee, having an area of 8,400 square feet, more or less, the location and dimensions of which are substantially shown on print of Drawing No. 1172211 dated May 24, 2013, hereunto annexed as **Exhibit "A"** attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for beautification purposes in connection with linear passive space conducive to pedestrian walking and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

**2. Term.** To have and to hold for a term of thirty (30) years, said term to begin on the **1<sup>st</sup> day of January 2014**, and to end at midnight on the 31<sup>st</sup> day of December 2044, (the "Initial Term"), unless sooner terminated as hereinafter provided.

**3. Base Rental.** Commencing on the January 1, 2014 (the "Rental Commencement Date") and thereafter on each anniversary thereof during the Initial Term, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of **FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS Dollars (\$4,200.00)**. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the Initial Term. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3)

months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

**4. Utilities.** Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

**5. Maintenance and Repairs.** Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

**6. Modifications and Alterations to the Premises.** Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations, ordinances, and this Lease and by contractors approved by Landlord. Prior to any entry by said contractors onto the Premises, Tenant shall require said contractors to execute and deliver to Landlord a right of entry agreement deemed acceptable to Landlord in its sole discretion. Unless otherwise agreed by the parties hereto, any alterations or improvements to the Premises made by Tenant shall become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any improvements or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession. Notwithstanding the foregoing, Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

**7. Return of Premises.** Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease in the same condition and repair as when first received, normal wear and tear excepted. Tenant agrees to remove its moveable equipment and trade fixtures from the Premises at the expiration or prior termination of this Lease. Tenant shall immediately repair any damage arising out of any such removal in a manner acceptable to Landlord. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

**8. Destruction of or Damage to Premises.** If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

**9. Indemnity.** Except for damage caused solely by Landlord's negligence and to the fullest extent permitted by applicable law, Tenant agrees to be solely responsible for and to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

**10. Governmental Orders.** Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

**11. Condemnation.** If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

**12. Assignment.** Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or

sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

**13. Environmental.** Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*, Resource Conservation and Recovery Act 42 U.S.C. 6901 *et seq.* (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.* To the fullest extent permitted by applicable law, Tenant shall be solely responsible for and shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

**14. Default; Remedies.** In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 12 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to be responsible for and to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination to the fullest extent permitted by applicable law.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossession, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

**15. Signs; Entry by Landlord.** Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon

the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

**16. No Estate in Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

**17. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

**18. Notices.** Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE 12<sup>th</sup> Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: Hamilton County, 455 Highland Park Avenue, Chattanooga, Tennessee 37404, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

**19. Track Clearance.** Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to be solely responsible for and to indemnify the Landlord Entities for losses and claims resulting from any such violation.

**20. Brokerage.** Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

21. **Tenant's Insurance.** Tenant shall at its expense obtain and maintain during the period of this Lease, in a form and with companies satisfactory to Landlord:

a. **Commercial General Liability Insurance** with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide contractual liability coverage for liability assumed under this Lease. In addition, said policy shall be endorsed to name Landlord as an additional insured and shall include a severability of interests provision. As evidence of said insurance, a certificate of insurance shall be furnished to and approved by the Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2191 prior to entry onto the Premises. The certificate of insurance shall state that thirty (30) days advance written notice will be given to Landlord of any material change in, or cancellation of such insurance.

b. **Pollution Legal Liability Insurance** with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property, including on premises cleanup coverage caused by a non-sudden accidental, or a sudden and non-accidental occurrence causing Environmental Impairment (for the purpose of this insurance, the term Environmental Impairment shall mean damage to the environment caused the emission, discharge, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water) arising out of or in the course of Tenant's occupancy of the Premises. Coverage must be on a retroactive basis beginning with commencement said occupancy. Said insurance must be as specified in the Code of Federal Regulations, Title 40, Part 264, Subpart H, Section 264.151(i) or subsequent regulations. Said policy shall name Landlord as additional insured and shall include a severability of interests provision.

The insurance coverage required herein shall in no way limit Tenant's liability under this Lease.

**22. Taxes and Assessments.** Tenant agrees to reimburse Landlord, as additional rental, for all real estate taxes and assessments (regular or special) pertaining to the Premises ("Taxes") paid by Landlord with respect to the Premises. Landlord may, but shall not be obligated to, invoice Tenant for the estimated Taxes for each calendar year (but no more frequently than monthly), which amount shall be adjusted each year based upon anticipated Taxes. If the Premises are part of a larger tract, the Taxes for which Tenant is responsible for reimbursing Landlord pursuant to the terms hereof shall be the share of such total Taxes that Landlord reasonably determines are applicable to the Premises, giving due consideration to the relative value of the Premises and the value of the land and improvements reflected in the applicable tax valuation. Upon request from Tenant, Landlord shall provide Tenant with copies of tax bills for the Taxes. If Landlord has been invoicing Tenant for Taxes and the tax bills indicate that the total of the payments made by Tenant exceeds the amount of Taxes applicable to the Premises, Landlord shall credit any such amount against the Tax reimbursement payment next coming due. In the event the accounting shows that the total of the Tax payments made by Tenant is less than the amount of Tax payment due from Tenant under this Paragraph, the accounting shall be accompanied by an invoice for

the additional payment. During the year in which the Lease terminates, Landlord shall have the option to invoice Tenant for Taxes based upon the previous year's Taxes. If this Lease commences on a day other than the first day of a tax year or ends on a day other than the last day of a tax year, the amount of any Taxes payable by Tenant applicable to the year in which the term commences or ends shall be prorated. Tenant agrees to pay any sum due under this Lease within ten (10) days following receipt of the invoice showing the amount due.

**23. Joint and Several.** If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

**24. No Warranties; Entire Agreement.** TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

**25. Survival.** The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

**26. Miscellaneous.** Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness:

\_\_\_\_\_  
Name And Signature  
Name: \_\_\_\_\_

Witness:

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

Witness:

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

Witness:

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

**LANDLORD:**

**NORFOLK SOUTHERN RAILWAY COMPANY**  
**a Virginia Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Landlord Signature: \_\_\_\_\_

[SEAL]

**TENANT:**

**HAMILTON COUNTY**  
**a Tennessee government entity**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Tenant Signature: \_\_\_\_\_

[SEAL]

## EXHIBIT B

### **RIDER TO LEASE AGREEMENT DATED \_\_\_\_\_, 20\_\_\_\_ BY AND BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND HAMILTON COUNTY, AS TENANT**

This Rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease Agreement, the terms of this Rider shall control.

1. Waiver of Application Fee. The \$500.00 application fee described in Paragraph 3 of this Lease is hereby waived by Landlord.
2. Premises. Use. Tenant shall have the right to maintain the existing Tenant-owned paved sidewalks, fencing, landscaping and improvements in connection to linear passive space thereon. Such Tenant-owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of this Lease.
3. Paving. Tenant may, at its own expense, pave the surface of the Premises or place gravel thereon in order to provide a suitable parking surface. No drainage conditions shall be created which shall cause damage to the Premises, other property owned, operated, or under the control of Landlord or any property of third parties which adjoins or abuts the Premises or other property of Landlord. Prior to the placement of any gravel or paving material upon the Premises, Tenant shall submit plans showing the location of the placement of such gravel or pavement to Landlord for approval. Tenant shall not grade or change the contour of any portion of the Premises without the prior written consent of Landlord's Division Superintendent or his authorized representative.
4. NOTIFICATION REQUIRED BEFORE CHANGING CONTOUR OF THE PREMISES. Prior to digging, grading, or otherwise changing the contour of the Premises, Tenant shall first obtain Landlord's approval, and shall then notify any "One Call" agencies or underground utility locator services as may be required in the local community.
5. PUBLIC PARKING. The protection afforded Landlord under the provisions of paragraph 9 shall extend to include patrons and invitees of Tenant and, to the fullest extent permitted by applicable law, Tenant agrees to be solely responsible for and to protect and hold Landlord harmless from loss, injury or damage as set out in said paragraph 9 accruing from acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises including damage to such property from railroad operations. Tenant further agrees that no gasoline or other flammable liquid shall be stored or handled upon the Premises (except fuel in fuel tanks of vehicles parked thereon.)



## Hamilton County Board of Commissioners RESOLUTION

No. 114-23

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE TWO (2) LICENSE AGREEMENTS AND PAY FEES TO NORFOLK SOUTHERN RAILWAY COMPANY (NS) FOR THE LICENSE TO ENTER UPON AND MAKE MODIFICATIONS TO RIGHT-OF-WAY AND/OR APPURTENANCES RENDERED NECESSARY ON PROPERTY OWNED OR CONTROLLED BY NS REQUIRED FOR THE CONSTRUCTION OF THE NEW TENNESSEE RIVERPARK DOWNTOWN SEGMENT PHASE 1 AND 2, FOR AN AMOUNT NOT TO EXCEED \$515,638.00, SAID AGREEMENTS COMMENCING ON JANUARY 1, 2014 AND TERMINATING DECEMBER 31, 2044.**

- WHEREAS,** Hamilton County is engaged in designing the Tennessee RiverPark Downtown Segment Phase 1 and 2; and
- WHEREAS,** various utility crossings are required at crossings of NS tracks and/or right of ways; and,
- WHEREAS,** the license agreements require payment to NS for fees to make modifications to the right-of-way and/or appurtenances as necessary in the amount of \$515,638.00 for a term of thirty (30) years, commencing on January 1, 2014 and terminating on December 31, 2044; and,
- WHEREAS,** the NS license fee shall not exceed \$515,638.00 without approval by the County Commission; and,
- WHEREAS,** cost associated with the improvements will be paid for by a grant from the Tennessee Department of Transportation (TDOT) and/or private funds.

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

**That the County Mayor is authorized to enter into and execute the attached or similar license agreements with Norfolk Southern Railway Company (NS) to obtain license to make modifications to right-of-way and/or appurtenances as necessary for construction of the new Tennessee RiverPark Downtown Segment Phase 1 and 2 for an amount not to exceed \$515,638.00 for a term of thirty (30) years.**

**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

January 15, 2014

\_\_\_\_\_

Date

THIS AGREEMENT, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2013 is made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

**THE COUNTY OF HAMILTON COUNTY**, a Tennessee Government Entity, whose mailing address is \_\_\_\_\_ (hereinafter "LICENSEE"); and

#### RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to install improvements to facilitate the extension of the Chattanooga Riverwalk Trail across RAILWAY (the "Facilities"), in the vicinity of RAILWAY River Yard Lead track (DOT# 953068V), at or near CHATTANOOGA, Hamilton County, Tennessee (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for the installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of the Facilities in accordance with the force account estimate marked Exhibit C; and

WHEREAS, RAILWAY is willing to permit LICENSEE to operate and maintain the Facilities for an initial term of thirty (30) years, unless sooner terminated as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

#### I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard construction right-of-entry Agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be

addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with ((a) plans and specifications (if any) attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. To the fullest extent permitted by applicable law, LICENSEE hereby agrees to be responsible for and to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from LICENSEE's negligence associated with the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of RAILWAY.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. To the fullest extent permitted by applicable law, LICENSEE agrees to be responsible for and to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a limit of not less than a combined single limit of \$2,000,000 for each occurrence and \$6,000,000 in the aggregate.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit B. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to

function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Department Engineer" in Exhibit B.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY. In addition, if RAILWAY deems it necessary in its sole discretion for LICENSEE to grade separate the Facilities, RAILWAY shall provide written notification to LICENSEE of such determination. LICENSEE shall then, at its sole expense, design, install, and construct such overpass or underpass structure(s) within twelve (12) months of receipt of said written notification from RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that

any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities

from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination

of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

## II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's rehabilitation of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit C and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

### 5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made

necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be \_\_\_\_\_ Dollars and zero Cents (\$\_\_\_\_\_.00). It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

### III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Term. The initial term of this Agreement shall be thirty (30) years, said term to begin on the 1<sup>st</sup> day of January 2014, and to end at midnight the 31<sup>st</sup> day of December 2044 (the "Initial Term"), unless sooner terminated as provided herein.

3. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

4. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

5. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:

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As to RAILWAY:  
c/o Norfolk Southern Corporation  
1200 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3504  
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

6. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

7. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

8. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

9. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or

amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

10. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

11. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

12. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

**THE COUNTY OF HAMILTON**  
COUNTY, a Tennessee Government Entity

**NORFOLK SOUTHERN RAILWAY**  
COMPANY, a Virginia corporation

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

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

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

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

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

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

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

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





**E. Norfolk Southern – Special Provisions for Protection of Railway Interests**

**1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:**

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications.

**2. NOTICE OF STARTING WORK:**

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Construction Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
  - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
  2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
  3. Receive permission from the Railroad's representative to proceed with the work.
  4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
    - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
    - b. In accordance with the Railroad's written outline of specific conditions.
    - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
    - d. In accordance with these Special Provisions.
  2. Submittal Requirements
    - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
    - b. The Contractor shall allow for 30 days for the Railroad's review and response.
    - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
    - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - i. General Means and Methods
  - ii. Ballast Protection
  - iii. Construction Excavation & Shoring
  - iv. Pipe, Culvert, & Tunnel Installations
  - v. Demolition Procedure
  - vi. Erection & Hoisting Procedure
  - vii. Debris Shielding or Containment
  - viii. Blasting
  - ix. Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - x. Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - i. Shop Drawings
  - ii. Bearing Shop Drawings and Material Certifications
  - iii. Concrete Mix Design
  - iv. Structural Steel, Rebar, and/or Strand Certifications
  - v. 28 day Cylinder Test for Concrete Strength
  - vi. Waterproofing Material Certification
  - vii. Test Reports for Fracture Critical Members
  - viii. Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

#### B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
  2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
  2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.4.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
  3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
  4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
  5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
  6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- E. Pipe, Culvert, & Tunnel Installations
- a. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
    - i. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.

- ii. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
- iii. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.

## F. Demolition Procedures

### 1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

### 2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - i. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - ii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - iii. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting

weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- iv. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- v. A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vi. Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

### 3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

#### 4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

### G. Erection & Hoisting Procedures

#### 1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

#### 2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - i. As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - ii. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- iii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- iv. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- v. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- vi. A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vii. Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
  - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person

designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
  - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
  - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
  - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
  - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
  - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
2. The Railroad representative will:
- a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
  - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
- a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
  - b. Confirm that the minimum amounts of explosives are used to remove the rock.

- c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
  - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
  - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
  - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
  - b. Hole diameter.
  - c. Hole spacing and pattern.
  - d. Maximum depth of hole.
  - e. Maximum number of decks per hole.
  - f. Maximum pounds of explosives per hole.
  - g. Maximum pounds of explosives per delay.
  - h. Maximum number of holes per detonation.
  - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
  - j. Approximate dates and time of day when the explosives are to be detonated.
  - k. Type of flyrock protection.
  - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
  - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
  - n. A copy of the Authority's permit granting permission to blast on the site.
  - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.

- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
- 2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
- 3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

- 1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and

equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

## B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

## C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate.

Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

#### 10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

#### 11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

#### 12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.

- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
  2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Railroad, Inc.  
**NOTE: Railroad does not accept from insurers Chartis (AIG or Affiliated Railroad including Lexington Insurance Railroad), Hudson Group or ACE.**
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07.

- c. The named insured shall read:

Norfolk Southern Railway Company  
 Three Commercial Place  
 Norfolk, Virginia 23510-2191  
 Attn: S. W. Dickerson Risk Management

**(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)**

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
  - e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
  - f. The name and address of the prime Contractor must appear on the Declarations.
  - g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
  - h. Other endorsements/forms that will be accepted are:
    - (1) Broad Form Nuclear Exclusion – Form IL 00 21
    - (2) 30-day Advance Notice of Non-renewal or cancellation
    - (3) Required State Cancellation Endorsement
    - (4) Quick Reference or Index Form CL/IL 240
  - i. Endorsements/forms that are NOT acceptable are:
    - (1) Any Pollution Exclusion Endorsement except CG 28 31
    - (2) Any Punitive or Exemplary Damages Exclusion
    - (3) Known injury or Damage Exclusion form CG 00 59
    - (4) Any Common Policy Conditions form
    - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Sponsor's Prime Contractor to the Sponsor at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Sponsor's Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Sponsor at the addresses below, and forwarded to the Sponsor for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Sponsor. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.



SPONSOR:

RAILROAD:

Risk Management  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
  
- E. Insurance Submission Procedures
  - 1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes.
  
  - 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
    - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
  
    - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
  
  - 3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
  - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  
  - 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
  
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.



16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: \_\_\_\_\_
- B. NS File No.: \_\_\_\_\_
- C. NS Milepost: \_\_\_\_\_
- D. Sponsor's Project No.: \_\_\_\_\_

# EXHIBIT B

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR  
NS FILE: \_\_\_\_\_

## NORFOLK SOUTHERN CONSTRUCTION RIGHT OF ENTRY AGREEMENT

WHEREAS, \_\_\_\_\_ ("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or in the vicinity of \_\_\_\_\_ (the "Premises") for the sole purpose of \_\_\_\_\_, on behalf of \_\_\_\_\_ (the "Project Sponsor") during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of

## EXHIBIT B

whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing construction agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

# EXHIBIT B

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

\_\_\_\_\_  
Name of Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

# EXHIBIT C

## FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: Hamilton County  
Project Description: Riverwalk Extension  
Location: Chattanooga, Hamilton County, TN  
Project No.: 34796-03  
Milepost: River Yard Lead Track  
Date: November 19, 2013  
File: CX0031647

### SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	14,343
ITEM C - Accounting	1,861
ITEM D - Flagging Services	26,079
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	232,026
ITEM G - Track Work	25,769
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 300,078</b>

### ITEM A - Preliminary Engineering

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
<b>NET TOTAL - ITEM A</b>		<b>\$ -</b>

# EXHIBIT C

## ITEM B - Construction Engineering

(Coordinate Railway construction activities,  
review contractor submittals, etc.)

Labor:	20 Hours @ \$60 / hour=	1,200
Labor Additives:		943
Travel Expenses:		2,000
Services by Contract Engineer:		10,200
	<b>NET TOTAL - ITEM B</b>	<b>\$ 14,343</b>

## ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,000
Accounting Hours (Labor):	16 Hours @ \$30 / hour=	480
Accounting Additives:		381
	<b>NET TOTAL - ITEM C</b>	<b>\$ 1,861</b>

## ITEM D - Flagging Services

(During construction on, over,  
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	25 days @ 330.00 per day=	8,250
	(based on working 12 hours/day)	
Labor Additive:		15,329
Travel Expenses, Meals & Lodging:		
	25 days @ \$100/day=	2,500
	<b>NET TOTAL - ITEM D</b>	<b>\$ 26,079</b>

## ITEM E - Communications Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Subsistence:	(see attached summary)	0
Additive:	(see attached summary)	0
	<b>NET TOTAL - ITEM E</b>	<b>\$ -</b>

# EXHIBIT C

## ITEM F - Signal & Electrical Changes

Material:	(see attached summary)	113,500
Labor:	(see attached summary)	87,387
Purchase Services:	(see attached summary)	0
Other:	(see attached summary)	31,139
<b>NET TOTAL - ITEM F</b>		<b>\$ 232,026</b>

## ITEM G - Track Work

Material:	(see attached summary)	6,769
Labor:	(see attached summary)	9,000
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	10,000
<b>NET TOTAL - ITEM G</b>		<b>\$ 25,769</b>

## ITEM H - T-CUBED

Lump Sum \$ -

## NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (11/19/2013). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



Round Figure Estimate for Grade Crossing Warning Devices

City/State: CHATTANOOGA, TN  
MilePost: RB-  
State Proj. No.:  
S&E Proj. No.: 12.1033  
Man Days: 104

Road: PRIVATE  
DOT/AAR:  
County: HAMILTON  
File Number:

<b>***Purchases - Others***</b>	
Meals and Lodging:	\$13,977.60
Rental of Equipment:	\$14,560.00
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 26 Days)	
Construction Supervision Vehicle:	\$2,601.81
<b>Purchases - Other Total:</b>	<b>\$31,139.41</b>
<b>***Material And Additives***</b>	
Material Cost:	\$100,000.00
Sales and Use Tax:	\$8,500.00
Material Handling Freight:	\$5,000.00
<b>Material Total:</b>	<b>\$113,500.00</b>
<b>***Labor And Additives***</b>	
Labor Cost:	\$29,120.00
(4 man crew at \$1,120.00 a day for: 26 days)	
Payroll Tax & Overheads:	\$38,683.01
Preliminary Engineering:	\$11,362.56
Construction Supervision:	\$8,220.58
<b>Labor Total:</b>	<b>\$87,386.15</b>
Project Cost:	<b>\$232,025.56</b>
Scrap / Salvage Credit:	<b>\$0.00</b>
<b>Project Total:</b>	<b>\$232,026.00</b>

Estimated on: 29-May-13

Estimated by: uegbb

Estimate valid for 1 year from date of estimate

# EXHIBIT C

## NORFOLK SOUTHERN RAILWAY COMPANY

WESTERN REGION - CENTRAL DIVISION

CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

RIVERWALK EXTENSION

RIVER YARD CROSSING - Signalized crossing (Crossing 3)

1 TRACKS; 12 ' CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
CROSSING MATERIAL - CONCRETE/	12	TRK. FT.	250.00	3,000
ASPHALT (by others)	0	TONS	175.00	0
RAIL	80	LIN FT.	21.36	1,709
RAIL ANCHORS	93	EA.	1.33	123
SPIKES	1.0	KEG	84.03	84
TIE PLATES	30	EA.	15.81	474
CROSSTIES ( 10' )	12	EA.	58.37	676
CROSSTIES (GRADE 5 )		EA.	33.78	0
BALLAST AND GRAVEL	18	TONS	18.00	324
GEOTEXTILE	20	LIN FT.	2.81	56
THERMITE WELD	4	EA	200.00	800
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				6,769

### LABOR

REMOVE EXISTING CROSSINGS	EST. LABOR	2,000
REHABILITATE TRACK STRUCTURE	EST. LABOR	2,000
INSTALL NEW CROSSINGS	EST. LABOR	5,000
TOTAL		9,000

FLAGGING SERVICES, SIGNAGE AND BARRICADES, SUPERVISION  
PRELIMINARY ENGINEERING SERVICES 5,000

USE OF EQUIPMENT 5,000

**GRAND TOTAL** \$25,769

THIS ESTIMATE IS VALID FOR 1 YEAR FROM DATE OF ESTIMATE. IF WORK IS NOT PERFORMED WITHIN THIS TIME FRAME THE RAILWAY MAY REVISE THE ESTIMATE TO INCLUDE WORK NOT PREVIOUSLY INDICATED AS NECESSARY

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA

DATE: JULY 12, 2013

File:

CX0031647

THIS AGREEMENT, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2013 is made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

**THE COUNTY OF HAMILTON COUNTY**, a Tennessee Government Entity, whose mailing address is \_\_\_\_\_ (hereinafter "LICENSEE"); and

#### RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to install improvements to facilitate the extension of the Chattanooga Riverwalk Trail across RAILWAY (the "Facilities"), in the RAILWAY's River Yard at or near CHATTANOOGA, Hamilton County, Tennessee (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for the installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of the Facilities in accordance with the force account estimate marked Exhibit C; and

WHEREAS, RAILWAY is willing to permit LICENSEE to operate and maintain the Facilities for an initial term of thirty (30) years, unless sooner terminated as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

#### I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard construction right-of-entry Agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be

addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with ((a) plans and specifications (if any) attached hereto by reference upon approval of said plans, specifications or revisions by RAILWAY and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. To the fullest extent permitted by applicable law, LICENSEE hereby agrees to be responsible for and to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from LICENSEE's negligence associated with the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of RAILWAY.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. To the fullest extent permitted by applicable law, LICENSEE agrees to be responsible for and to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a limit of not less than a combined single limit of \$2,000,000 for each occurrence and \$6,000,000 in the aggregate.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit B. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to

function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Department Engineer" in Exhibit B.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY. In addition, if RAILWAY deems it necessary in its sole discretion for LICENSEE to grade separate the Facilities, RAILWAY shall provide written notification to LICENSEE of such determination. LICENSEE shall then, at its sole expense, design, install, and construct such overpass or underpass structure(s) within twelve (12) months of receipt of said written notification from RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that

any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities

from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination

of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

## II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's rehabilitation of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit C and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made

necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be \_\_\_\_\_ Dollars and zero Cents (\$\_\_\_\_\_.00). It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

### III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Term. The initial term of this Agreement shall be thirty (30) years, said term to begin on the 1<sup>st</sup> day of January 2014, and to end at midnight the 31<sup>st</sup> day of December 2044 (the "Initial Term"), unless sooner terminated as provided herein.

3. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

4. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

5. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:

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As to RAILWAY:  
c/o Norfolk Southern Corporation  
1200 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3504  
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

6. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

7. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

8. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

9. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or

amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

10. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

11. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

12. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

**THE COUNTY OF HAMILTON  
COUNTY, a Tennessee Government Entity**

**NORFOLK SOUTHERN RAILWAY  
COMPANY, a Virginia corporation**

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

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

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

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

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

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

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

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





## E. Norfolk Southern – Special Provisions for Protection of Railway Interests

### 1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Projects Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications.

### 2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Construction Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad’s Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.

B. The Railroad’s written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad’s representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

### 3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

### 4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
  1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.



3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
  2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
  3. Receive permission from the Railroad's representative to proceed with the work.
  4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
    - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
    - b. In accordance with the Railroad's written outline of specific conditions.
    - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
    - d. In accordance with these Special Provisions.
  2. Submittal Requirements
    - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
    - b. The Contractor shall allow for 30 days for the Railroad's review and response.
    - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
    - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - i. General Means and Methods
  - ii. Ballast Protection
  - iii. Construction Excavation & Shoring
  - iv. Pipe, Culvert, & Tunnel Installations
  - v. Demolition Procedure
  - vi. Erection & Hoisting Procedure
  - vii. Debris Shielding or Containment
  - viii. Blasting
  - ix. Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - x. Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - i. Shop Drawings
  - ii. Bearing Shop Drawings and Material Certifications
  - iii. Concrete Mix Design
  - iv. Structural Steel, Rebar, and/or Strand Certifications
  - v. 28 day Cylinder Test for Concrete Strength
  - vi. Waterproofing Material Certification
  - vii. Test Reports for Fracture Critical Members
  - viii. Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

#### B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
  2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
  2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.4.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
  3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
  4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
  5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/4".
  6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- E. Pipe, Culvert, & Tunnel Installations
- a. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
    - i. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.

- ii. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
- iii. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.

## F. Demolition Procedures

### 1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

### 2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - i. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - ii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - iii. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting

weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- iv. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- v. A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vi. Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

### 3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

#### 4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

### G. Erection & Hoisting Procedures

#### 1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

#### 2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - i. As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - ii. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- iii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- iv. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- v. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- vi. A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vii. Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
  - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person

designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
  - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
  - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
  - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
  - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
  - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
2. The Railroad representative will:
- a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
  - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
- a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
  - b. Confirm that the minimum amounts of explosives are used to remove the rock.

- c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
  - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
  - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
  - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
  - b. Hole diameter.
  - c. Hole spacing and pattern.
  - d. Maximum depth of hole.
  - e. Maximum number of decks per hole.
  - f. Maximum pounds of explosives per hole.
  - g. Maximum pounds of explosives per delay.
  - h. Maximum number of holes per detonation.
  - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
  - j. Approximate dates and time of day when the explosives are to be detonated.
  - k. Type of flyrock protection.
  - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
  - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
  - n. A copy of the Authority's permit granting permission to blast on the site.
  - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.

- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
  - q. A copy of the borings and Geotechnical information or report.
- I. Track Monitoring
- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
  - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
  - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
  - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:
- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
  - 2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
  - 3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- K. Storage of Materials and Equipment:
- 1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and

equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

**B. Scheduling and Notification:**

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

**C. Payment:**

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate.

Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.

- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
  2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Railroad, Inc.  
**NOTE: Railroad does not accept from insurers Chartis (AIG or Affiliated Railroad including Lexington Insurance Railroad), Hudson Group or ACE.**
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07.

- c. The named insured shall read:

Norfolk Southern Railway Company  
 Three Commercial Place  
 Norfolk, Virginia 23510-2191  
 Attn: S. W. Dickerson Risk Management

**(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)**

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
  - e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
  - f. The name and address of the prime Contractor must appear on the Declarations.
  - g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
  - h. Other endorsements/forms that will be accepted are:
    - (1) Broad Form Nuclear Exclusion – Form IL 00 21
    - (2) 30-day Advance Notice of Non-renewal or cancellation
    - (3) Required State Cancellation Endorsement
    - (4) Quick Reference or Index Form CL/IL 240
  - i. Endorsements/forms that are NOT acceptable are:
    - (1) Any Pollution Exclusion Endorsement except CG 28 31
    - (2) Any Punitive or Exemplary Damages Exclusion
    - (3) Known injury or Damage Exclusion form CG 00 59
    - (4) Any Common Policy Conditions form
    - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Sponsor's Prime Contractor to the Sponsor at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Sponsor's Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Sponsor at the addresses below, and forwarded to the Sponsor for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Sponsor. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.



SPONSOR:

RAILROAD:

Risk Management  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes.
  2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
    - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
    - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
  3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.



16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: \_\_\_\_\_
- B. NS File No.: \_\_\_\_\_
- C. NS Milepost: \_\_\_\_\_
- D. Sponsor's Project No.: \_\_\_\_\_

# EXHIBIT B

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR  
NS FILE: \_\_\_\_\_

## NORFOLK SOUTHERN CONSTRUCTION RIGHT OF ENTRY AGREEMENT

WHEREAS, \_\_\_\_\_ ("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or in the vicinity of \_\_\_\_\_ (the "Premises") for the sole purpose of \_\_\_\_\_, on behalf of \_\_\_\_\_ (the "Project Sponsor") during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of

## EXHIBIT B

whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises; and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the exiting construction agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

# EXHIBIT B

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

\_\_\_\_\_  
Name of Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

# EXHIBIT C

## FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: Hamilton County  
Project Description: Riverwalk Extension  
Location: Chattanooga, Hamilton County, TN  
Project No.: 34796-03  
Milepost: Within River Yard  
Date: November 19, 2013  
File: CX0031647

### SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	40,686
ITEM C - Accounting	1,861
ITEM D - Flagging Services	104,317
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	68,695
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 215,560</b>

### ITEM A - Preliminary Engineering

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
<b>NET TOTAL - ITEM A</b>		<b>\$ -</b>

# EXHIBIT C

## **ITEM B - Construction Engineering**

(Coordinate Railway construction activities,  
review contractor submittals, etc.)

Labor:	40 Hours @ \$60 / hour=	2,400
Labor Additives:		1,886
Travel Expenses:		2,000
Services by Contract Engineer:		34,400
	<b>NET TOTAL - ITEM B</b>	<b>\$ 40,686</b>

## **ITEM C - Administration**

Agreement Construction, Review and/or Handling:		1,000
Accounting Hours (Labor):	16 Hours @ \$30 / hour=	480
Accounting Additives:		381
	<b>NET TOTAL - ITEM C</b>	<b>\$ 1,861</b>

## **ITEM D - Flagging Services**

(During construction on, over,  
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	100 days @ 330.00 per day=	33,000
	(based on working 12 hours/day)	
Labor Additive:		61,317
Travel Expenses, Meals & Lodging:		
	100 days @ \$100/day=	10,000
	<b>NET TOTAL - ITEM D</b>	<b>\$ 104,317</b>

## **ITEM E - Communications Changes**

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Subsistence:	(see attached summary)	0
Additive:	(see attached summary)	0
	<b>NET TOTAL - ITEM E</b>	<b>\$ -</b>

# EXHIBIT C

## ITEM F - Signal & Electrical Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Other:	(see attached summary)	0
		<hr/>
<b>NET TOTAL - ITEM F</b>		\$ -

## ITEM G - Track Work

Material:	(see attached summary)	39,695
Labor:	(see attached summary)	18,000
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	11,000
		<hr/>
<b>NET TOTAL - ITEM G</b>		\$ 68,695

## ITEM H - T-CUBED

Lump Sum	\$ -
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## NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (11/19/2013). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

# EXHIBIT C

## NORFOLK SOUTHERN RAILWAY COMPANY

WESTERN REGION - CENTRAL DIVISION  
 CHATTANOOGA, HAMILTON COUNTY, TENNESSEE  
 RIVERWALK EXTENSION  
 RIVER YARD CROSSING - 1

1 TRACKS; 12 ' CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
CROSSING MATERIAL - CONCRETE/	12	TRK. FT.	250.00	3,000
ASPHALT (by others)	0	TONS	175.00	0
RAIL	80	LIN FT.	21.36	1,709
RAIL ANCHORS	93	EA.	1.33	123
SPIKES	1.0	KEG	84.03	84
TIE PLATES	30	EA.	15.81	474
CROSSTIES ( 10' )	12	EA.	58.37	676
CROSSTIES (GRADE 5 )		EA.	33.78	0
BALLAST AND GRAVEL	18	TONS	18.00	324
GEOTEXTILE	20	LIN FT.	2.81	56
THERMITE WELD	4	EA	200.00	800
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				6,769

### LABOR

REMOVE EXISTING CROSSINGS	EST. LABOR	0
REHABILITATE TRACK STRUCTURE	EST. LABOR	2,000
INSTALL NEW CROSSINGS	EST. LABOR	5,000
TOTAL		7,000

FLAGGING SERVICES, SIGNAGE AND BARRICADES, SUPERVISION	
PRELIMINARY ENGINEERING SERVICES	2,000
USE OF EQUIPMENT	2,000
<b>GRAND TOTAL</b>	<b>\$17,769</b>

THIS ESTIMATE IS VALID FOR 1 YEAR FROM DATE OF ESTIMATE. IF WORK IS NOT PERFORMED WITHIN THIS TIME FRAME THE RAILWAY MAY REVISE THE ESTIMATE TO INCLUDE WORK NOT PREVIOUSLY INDICATED AS NECESSARY

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA  
 DATE: NOVEMBER 7, 2013 File: CX0031647

# EXHIBIT C

## NORFOLK SOUTHERN RAILWAY COMPANY

WESTERN REGION - CENTRAL DIVISION  
 CHATTANOOGA, HAMILTON COUNTY, TENNESSEE  
 RIVERWALK EXTENSION  
 RIVER YARD CROSSING - 2

1 TRACKS; 50 ' CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
CROSSING MATERIAL - CONCRETE/	50	TRK. FT.	250.00	12,500
ASPHALT (by others)	0	TONS	175.00	0
RAIL	160	LIN FT.	21.36	3,418
RAIL ANCHORS	840	EA.	1.33	1,118
SPIKES	4.0	KEG	84.03	336
TIE PLATES	220	EA.	15.81	3,478
CROSSTIES ( 10' )	105	EA.	58.37	6132
CROSSTIES (GRADE 5 )		EA.	33.78	0
BALLAST AND GRAVEL	240	TONS	18.00	4,320
GEOTEXTILE	20	LIN FT.	2.81	56
THERMITE WELD	6	EA	200.00	1,200
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				32,926

### LABOR

REMOVE EXISTING CROSSINGS	EST. LABOR	0
REHABILITATE TRACK STRUCTURE	EST. LABOR	4,000
INSTALL NEW CROSSINGS	EST. LABOR	7,000
TOTAL		11,000

FLAGGING SERVICES, SIGNAGE AND BARRICADES, SUPERVISION  
 PRELIMINARY ENGINEERING SERVICES 2,000

USE OF EQUIPMENT 5,000

**GRAND TOTAL \$50,926**

THIS ESTIMATE IS VALID FOR 1 YEAR FROM DATE OF ESTIMATE. IF WORK IS NOT PERFORMED WITHIN THIS TIME FRAME THE RAILWAY MAY REVISE THE ESTIMATE TO INCLUDE WORK NOT PREVIOUSLY INDICATED AS NECESSARY

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA  
 DATE: NOVEMBER 7, 2013 File: CX0031647



# Hamilton County Board of Commissioners RESOLUTION

No. 114-24

**A RESOLUTION AUTHORIZING PAYMENT FOR TWO (2) EASEMENTS IN THE AMOUNT OF \$167,175.00 REQUIRED FOR THE CONSTRUCTION OF THE TENNESSEE RIVERWALK DOWNTOWN SEGMENT PHASE 1 AND 2, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**WHEREAS, Hamilton County and a number of local public and private partners are working together to extend the Tennessee Riverwalk from Ross's Landing to St. Elmo; and;**

**WHEREAS, in order to facilitate further extension of the Tennessee Riverwalk payment to PSC Metals Inc. for two (2) easements totaling \$167,175.00 is required; and;**

**WHEREAS, 80% of the funding cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds; and;**

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

**That authorization of payment for two (2) easements necessary for construction of the Tennessee Riverwalk Downtown Segment Phase 1 and 2 totaling \$167,175.00 is approved, and the County Mayor is authorized to execute the attached or similar easements.**

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

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

Approved:

Vetoed:

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

January 15, 2014

Date

This Instrument Prepared By:  
Hamilton County Government  
c/o Engineering Department  
1250 Market Street Suite 3050  
Chattanooga, TN 37402

<u>Name and Address of Easement Grantee:</u>	<u>Send Tax Bills To:</u>	<u>Map and Parcel No:</u>
County of Hamilton c/o Hamilton County Real Property ATTN: Paul Parker 4 <sup>th</sup> Floor Mayfield Annex 123 East 7 <sup>th</sup> Street Chattanooga, TN 37402	-SAME-	145J A 004

**DEED OF CONSERVATION EASEMENT AND  
GRANT OF TEMPORARY CONSTRUCTION EASEMENTS**

**THIS GRANT DEED OF CONSERVATION EASEMENT AND GRANT OF TEMPORARY CONSTRUCTION EASEMENTS** (the "Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **PSC METALS INC**, a corporation of the State of Ohio, (herein called "Grantor," which term shall include its principals, parents, affiliates, heirs, representatives, successors and assigns), in favor of **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, having an address: c/o Mr. Paul Parker, Real Property Division, 4<sup>th</sup> Floor Mayfield Annex, 123 East 7<sup>th</sup> Street, Chattanooga, Tennessee 37402 (hereinafter collectively referred to as "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the sole owner in fee simple of real property located near the south bank of the Tennessee River along W 19<sup>th</sup> Street in downtown Chattanooga, Hamilton County, Tennessee, which is more particularly described in the Deed recorded at Deed Book 7131, Page 0878, in the Register's Office of Hamilton County, Tennessee (the "Property"); and

WHEREAS, the portion of the Property which lies near the bank of the Tennessee River possesses open space and recreational values, together with scenic views overlooking the Tennessee River, the forested ridges of North Chattanooga, Lookout Mountain, Elder Mountain, and the northern portions of Moccasin Bend National Park ("Conservation Values") of great importance to Grantor, the people of Chattanooga and Hamilton County and the people of the State of Tennessee (the "State"); and

WHEREAS, the Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.* (the "Conservation Easement Act"), permits the creation of conservation easements for the protection of the State's land, water, geological, biological, historical, architectural, archaeological, cultural, and scenic resources, for the purposes of maintaining and preserving the State's natural and cultural heritage, and for assuring the maintenance of the State's natural and social diversity and health, and for encouraging the wise management of productive farm and forest land; and

WHEREAS, Grantee desires to construct and maintain a public recreational trail, linear park, and related landscaping and amenities across portions of the Property, and to link such trail with adjoining properties in furtherance of the construction of the Tennessee RiverPark along the banks of the Tennessee River in Chattanooga and Hamilton County; and

WHEREAS, the installation and maintenance of the public recreational trail over and across that portion of the Property described in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 4 (RW011A), by Barge Waggoner Sumner & Cannon, Inc, dated August 8, 2013, attached hereto and made a part hereof, will assist in furthering the expansion of the City of Chattanooga's and Hamilton County's Tennessee RiverPark and provide an important opportunity

for public recreational uses on the Property, including walking, jogging, bicycling, wildlife observation, and nature study; and

WHEREAS, the park and recreational development of the portions of the Property described in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 4 (RW011A), by Barge Waggoner Sumner & Cannon, Inc, dated August 8, 2013, attached hereto and made a part hereof, will help to implement the “Tennessee RiverPark Master Plan,” adopted by the Chattanooga City Council on September 24, 1985, and adopted by the Hamilton County Commission on September 17, 1985, and the greenway plan identified by the National Park Service in its 1994 study “Greenways of the Southeast Tennessee River Valley”; and

WHEREAS, Chattanooga City Code, Part II, Chapter 26, Article VII., adopted on May 13, 1997, established the Greenways Advisory Board and directed that the Board work to establish greenways, and the Board has determined that the creation of a public recreational trail through the grant of the easement under this Easement will be an integral component of the Tennessee RiverPark along the Tennessee River; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the portion of the Property encumbered by this Easement, and Grantee is willing to honor such intention and protect such values in perpetuity; and

WHEREAS, because Grantor will continue to own the Property adjoining the area covered by this Easement, Grantor has conditioned the grant of this Easement on the agreement by Grantee to take affirmative measures to: insure the safety and security of Grantor’s adjoining Property; promote the continuing opportunity for efficient use and sustained economic value for Grantor’s adjoining Property; and otherwise abide by the terms and conditions set forth herein; and

WHEREAS, Grantor has also agreed to convey certain Temporary Construction Easements across its adjoining Property in order to facilitate Grantee’s initial construction of the public recreational trail and related amenities as provided herein;

WHEREAS, Grantee, The City of Chattanooga, is a municipal corporation of the State of Tennessee and Grantee, Hamilton County, Tennessee, is a political subdivision of the State of Tennessee;

NOW, THEREFORE, in consideration of the above, and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Tennessee and in particular the Conservation Easement Act, the following is hereby agreed upon and undertaken:

1. **Donation of Perpetual Easement.** Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity (subject to certain rights of reversion set forth herein) across and over the portion of the Property which is specifically set forth in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 4 (RW011A), by Barge Waggoner Sumner & Cannon, Inc, dated August 8, 2013, attached hereto and made a part hereof, of the nature and character and to the extent hereinafter set forth, with such portion of the Property to be referred to herein as the “Easement Area.” The Easement conveyed herein shall run with the land. The grant and conveyance of the Easement herein is subject to any and all limitations, restrictions, and encumbrances of record, and existing otherwise within the Easement Area. The Easement is granted to Grantee on an AS IS/WHERE IS basis, without any representations or warranties by Grantor with respect to the condition of the Easement Area or the suitability of such for Grantee’s intended use thereof or otherwise. Grantee shall be solely responsible for analysis of the physical, environmental, and ownership status of the Easement Area, and shall purchase or obtain on its own accord whatever survey, environmental, title insurance and suitability analysis that it chooses to do.

2. **Purpose.** It is the purpose of this Easement to assure that the Easement Area will be retained forever in its open space condition for public recreational purposes, to serve as the location for a segment of the Tennessee RiverPark linear park and Riverwalk public recreational trail, and to prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the

Easement Area to such activities, including, without limitation, those involving public recreation and outdoor education, as are not inconsistent with the purpose of this Easement.

3. **Rights of Grantee; Affirmative Obligations of Grantee.**

3.1 **Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are conveyed to Grantee by this Deed of Conservation Easement:

(a) To construct, maintain, repair, and replace paved and unpaved public recreational trails and/or boardwalks, observation areas, landscaped borders, wildlife viewing platforms and associated structures, public park amenities, and signs and fencing within the Easement Area, all of which shall be done to a high standard of quality consistent with previously-constructed sections of the Tennessee RiverPark and Riverwalk linear park, providing, however, that Grantee shall have the affirmative obligation to remove from the Easement Area any structure which is abandoned or which becomes dangerous to the public due to lack of appropriate use or maintenance;

(b) To clearly delineate and mark the Easement Area as distinct from the remainder of Grantor's Property, by means appropriate and consistent with this Easement and its use;

(c) To preserve and protect the Conservation Values of the Easement Area;

(d) To monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6;

(e) Except as expressly allowed herein, to prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6; and

(f) To allow trail connections and public access to the Easement Area from adjoining properties to the east and west of Grantor's Property (but not across Grantor's Property without Grantor's prior written consent) during all reasonable times for purposes such as recreational trail use and related purposes, provided however, that any legal liability for utilizing the Easement Area for these purposes shall rest solely with the Grantee, and the Grantor shall be held harmless by the Grantee from and against all legal actions arising from such actions in accordance with Section 8.2.

3.2 **Affirmative Obligations of Grantee.** As important considerations to Grantor in the conveyance of the Easement, Grantee affirmatively agrees to perform all of the following obligations in reference to the construction, operation and long-term maintenance of the public recreational trail and amenities within the Easement Area.

(a) **Review and Approval of Initial Development Plans.** Grantee shall present to Grantor for reasonable advance review and approval the design plans for the improvements to be constructed and maintained within the Easement Area, including the recreational trail, landscaping, fencing, and other material structural improvements and amenities.

(b) **Construction of Fencing.** Grantee shall install and permanently maintain chain-link security fencing, with a height of not less than six (6) feet, to prevent users of the Easement Area from having the ability to cross to and from the Easement Area onto the adjoining Property and buildings or remnants of buildings of Grantor. Such fencing shall cover the entirety of both sides of the Easement Area unless Grantor agrees in writing that the fencing may be installed only in limited locations as determined or agreed to by Grantor. At Grantor's request, Grantee shall include one or more gates in such fencing, with locks and/or security features to be exclusively in the control of Grantor. The type and quality of such fencing shall be mutually agreed upon in advance and in writing by Grantor and Grantee. In future years, if Grantor's Property is developed and/or if Grantor or its successors in title desire to remove all or portions of such fencing in order to improve access to the Easement Area as an amenity to Grantor's adjoining Property, Grantor may at its own expense remove all or any portions of such fencing as it desires, or install public or private gateways in such fencing.

(c) **Maintenance and Upkeep.** Grantee shall at all times provide such maintenance, repair, and upkeep as are needed to insure that the pedestrian walkway, landscaping, and other improved amenities constructed within the Easement Area are kept and maintained to a high standard of quality and in a clean, attractive, and safe conditions, and will not allow the Easement Area to deteriorate or to otherwise become unsafe, unsanitary, or a public nuisance.

4. **Prohibited Uses.** Any activity or use of the Easement Area inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on or within the Easement Area are expressly prohibited:

4.1 The construction or emplacement of buildings or the erection of commercial signs and billboards (other than, subject to prior written approval of Grantor as provided in Section 3.2(a) hereof, Grantee's construction and installation of landscaping and enhancements, paved recreational trails and related amenities and, subject to the prior written approval of Grantor, trail shelters, picnic facilities, public park buildings and maintenance facilities and public restroom facilities);

4.2 The subdivision of the Easement Area;

4.3 Surface alteration, mining, soil degradation or mineral development;

4.4 Dumping of waste or debris; and

4.5 Timbering, spraying with biocides, or removing vegetation, other than routine trail and landscape maintenance.

5. **Reserved Rights Retained by Grantor.**

5.1 **Uses Not Inconsistent With Purpose.** Grantor reserves to itself all rights accruing from its ownership of the Easement Area, including, but not limited to, the right to engage in, or permit or invite others to engage in, all uses of the Easement Area, including for continued access to the Tennessee River, that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Grantor shall retain the unrestricted right to all permissible uses under applicable law, rules and regulations of its adjoining Property not contained in the Easement Area.

5.2 **Storm Water Drainage.** Grantor reserves the right to drain naturally-occurring storm water from Grantor's adjacent Property over, under and through the Easement Area. Nothing in the construction of the pedestrian recreational trail, landscaping improvements, or any other improvement within the Easement Area undertaken by Grantee shall be considered as a storm water improvement or flood control facility, it being the intention of both Grantor and Grantee that Grantor's Property shall remain exempt from any storm water fees, for the reason that all storm water falling upon Grantor's Property naturally drains into the Tennessee River, and not into any storm water or flood control facility or improvement maintained by either Grantee or by any other governmental entity.

5.3 **Erosion Control.** Grantor reserves the right to undertake (or to permit others to undertake) work to control river bank erosion on Grantor's adjoining Property which lie below the normal (non-flood) high water mark of the Tennessee River, and to grant such easements to such governmental entities as are reasonably necessary to carry on and to perpetuate such erosion control efforts.

5.4 **Utility Easement.** Grantor reserves the right to construct, operate, and maintain underground utility easements passing through, over, or under the Easement Area in such locations as Grantor may deem reasonably necessary. If construction work or maintenance of such utility easements causes damage to the pedestrian trail or landscaping or any other improvements constructed within the Easement Area, Grantor shall be responsible for restoring such damaged area to its condition prior to the construction and/or maintenance.

5.5 **Ingress and Egress.** Grantor shall have the right of ingress and egress over the Easement Area in such a manner as to cause the least damage and inconvenience to the Grantor.

5.6 **Reservation of Construction Easement for Future Work by Grantor on Adjoining Property.** Grantor also reserves a construction easement across the Easement Area to

undertake any of the work permitted in this Section 5, or any other work upon the Property undertaken in relation to the sale, development, demolition, or improvement to the adjoining Property. If any such construction work necessitates the temporary closure of the Easement Area, Grantor and its successors and assigns shall endeavor to minimize the period of closure to the greatest extent reasonably practical, and shall be responsible for restoring any damaged area to its condition prior to the commencement of construction.

5.7 **Reversionary Interest.** Grantor also reserves a reversionary interest in the Easement Area for a period of twenty-five (25) years from the date of recording of the Easement. If during that period Grantee abandons, terminates use of, or allows the improvements within the Easement Area to fall into disuse and disrepair, and/or if the Tennessee RiverPark pedestrian trail is no longer maintained through the Easement Area, then title will, at the option of Grantor or its successor in title as owner of the Property, revert to Grantor or such successor. Grantor may exercise this right of reversion by giving Grantee notice of its belief that the conditions for such reversion have occurred, and if Grantee is unable to establish a reasonable basis to demonstrate that the conditions of reversion have not occurred, then reversion of title to Grantor (or its successor in title) shall automatically occur, without further action by any of the parties hereto, and this Easement will thereafter be null and void.

## 6. **Enforcement and Remedies for Violation.**

6.1 **Notice of Violation; Corrective Action.** If any party hereto believes that a violation of the terms of this Easement has occurred or is threatened, the aggrieved party may give written notice to the other parties of such claimed violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Easement which is not permitted hereunder, to restore the portion of the Easement Area so injured to its prior condition in accordance with a plan approved by the aggrieved party.

6.2 **Injunctive Relief.** If the defaulting party fails to cure the violation within thirty (30) days after receipt of written notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

6.3 **Emergency Enforcement.** If any party determines that circumstances require immediate action to either enforce this Easement or to prevent or mitigate significant damage to the Conservation Values of the Easement Area, the aggrieved party may pursue its remedies under this Section 5 without prior notice to the other party or without waiting for the period provided for cure to expire.

6.4 **Damages.** Any party shall be entitled to recover damages for violation of the terms of this Easement, or, in Grantee's case, injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, public recreational, or environmental values, and costs of restoration or remedy. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

6.5 **Scope of Relief.** Each party's rights under this Section 6 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. Each party agrees that the remedies at law for any violation of the terms of this Easement are inadequate and that each party shall be entitled to the injunctive relief described in Section 6.2 above, both prohibitive and mandatory, in addition to such other relief to which the aggrieved party may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. The remedies of each party to this Easement described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement.** Each party shall bear its own costs incurred in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, regardless of which party prevails.

6.7 **Forbearance.** Forbearance by any party to exercise its rights under this Easement in the event of any breach of any term of this Easement by the other party shall not be deemed or construed to be a waiver by the non-defaulting party of such term or of any subsequent breach of the same or any other term of this Easement or of any of the non-defaulting party's rights under this Easement. No delay or omission by any party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses.** Each party hereby waives any defense of laches, estoppel, or prescription.

6.9 **Acts Beyond the Control of Any Party.** Except as provided otherwise in Section 8.2 hereof, nothing contained in this Easement shall be construed to entitle either party to bring any action against the other party for any injury to or change in the Easement Area resulting from causes beyond the control of any party, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by any party under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.

7. **Access.** Grantor expressly conveys to Grantee the right to allow access to the Easement Area by the general public from the adjoining properties. Otherwise, Grantee shall request Grantor's permission, in writing (which permission may be withheld by Grantor in its discretion), before any entry onto Grantor's adjacent Property other than through the points of access from adjoining properties.

8. **Costs and Liabilities.** Grantee assumes all responsibilities and shall bear all costs and liabilities of any kind related to the construction, operation, upkeep, and maintenance of the Easement Area and any improvements within such Easement Area, with the exception of Grantor's utility lines or roadways as provided in Section 5 hereof, whether now existing or constructed by Grantor in the future.

8.1 **Taxes.** Grantee assumes liability for all real property ad valorem taxes and special assessments attributable to the improvements within the Easement Area, if any.

8.2 **Grantee's Hold Harmless.** Up to the limits of liability established by the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 *et seq.*, such as may exist from time to time, each Grantee shall hold harmless, indemnify, and defend Grantor and its employees, agents, contractors, principals, parents, affiliates, successors, and assigns of each of them (collectively "Grantor's Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or any other matter related to or occurring in, on, or about the Easement Area (or occurring on Grantor's adjoining Property involving any person who leaves the Easement Area), regardless of cause, unless due solely to the negligence of any of Grantor's Indemnified Parties.

9. **Extinguishment, Condemnation, and Reversion.**

9.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can be terminated voluntarily by agreement of the parties or may be terminated and extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of such extinguishment, the Easement shall terminate and unencumbered ownership shall return to the then-current owner of the underlying fee simple property.

9.2 [INTENTIONALLY OMITTED]

9.3 **Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses

reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Each party shall share in the condemnation proceeds to the extent of their interests in the Easement Area, the improvements thereon, and the underlying land.

9.4 **Application of Proceeds.** Grantee shall use any such proceeds received under the circumstances described in this Section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

10. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

11. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way.

12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement as may be requested by Grantor.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

PSC Metals Inc.  
c/o Joe King, VP General Counsel & Secretary  
P O Box 6548  
Cleveland, Ohio 44101

Telephone: (440) 753-5390

The Grantee:

Hamilton County, Tennessee  
c/o Mr. Paul Parker, Real Property Division  
4<sup>th</sup> Floor Mayfield Annex  
123 East 7<sup>th</sup> Street  
Chattanooga, TN 37402  
Telephone: (423) 209-6444  
Telecopier: (423) 209-6445

with a copy to:

Joe King, VP General Counsel & Secretary  
5875 Landerbrook Drive, Suite 200  
Mayfield Heights, OH 44124

Telephone: (440) 753-5390

or to such other address as any party from time to time shall designate by written notice to the other.

14. **Recordation.** Grantee shall record this instrument in timely fashion in the Register's Office of Hamilton County, Tennessee and may re-record it at any time as may be required to preserve its rights in this Easement.

15. **Grant of Temporary Construction Easements.** Grantor also hereby conveys to Grantee certain Temporary Construction Easements over those portions of Grantor's property as are specifically identified in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 4

(RW011A), by Barge Waggoner Sumner & Cannon, Inc, dated August 8, 2013, attached hereto and made a part hereof. Grantee shall have the right for temporary use and access across, over, and upon these Construction Easement Areas for all reasonably necessary work during the initial construction of the public recreational trail and other amenities within the Easement Area as allowed hereunder. These Temporary Construction Easements shall expire upon the completion of the construction of all such amenities, and in no case later than December 31, 2015.

16. **Responsibility for Environmental Contamination.** In the event of the occurrence or discovery of any environmental contamination of the Easement Area (or the Construction Easement Areas during the period of construction) which requires remediation, Grantee shall have no liability to Grantor for any such contamination (or the remediation thereof) which occurred prior to the conveyance of this Easement. As between Grantor and Grantee, Grantor shall indemnify and hold harmless Grantee from any such environmental contamination which exists prior to the date of this Easement. For any environmental contamination requiring remediation to the Easement Area (or the Construction Easement Areas during the period of construction) which occurs after the date of the conveyance of this Easement on account of Grantee's use and/or occupancy of the Easement Area for the purposes set forth herein, Grantor shall have no obligation or responsibility for remediation of such contamination, and Grantee shall indemnify and hold harmless Grantor for any such contamination which arises out of Grantee's use and/or occupancy of the Easement Area (or the Construction Easement Areas).

17. **General Provisions.**

17.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Tennessee.

17.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

17.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

17.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

17.5 **Joint Obligation.** The obligations imposed by this Easement upon Grantee shall be joint and several between the City of Chattanooga and County of Hamilton.

17.6 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its parents, successors, and assigns, and the above-named Grantee and their respective successors and assigns.

17.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

17.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

17.9 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all of the parties hereto; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

**GRANTOR:**

**PSC METALS INC**

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

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

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

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

**GRANTEE:**

**HAMILTON COUNTY, TENNESSEE**

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

Name: Jim M Coppinger

Title: Mayor, Hamilton County

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

**ACKNOWLEDGEMENT**

**STATE OF OHIO**  
**COUNTY OF \_\_\_\_\_**

Before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ ***NAME OF PERSON SIGNING***, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ ***title of person*** of **PSC METALS, INC.**, an Ohio corporation, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand and seal, at office in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF HAMILTON**

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **JIM M COPPINGER**, to me known (or proved to me on the basis of satisfactory evidence) to be the **MAYOR** of **THE COUNTY OF HAMILTON**, a political subdivision of the State of Tennessee, the within named bargainor, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF HAMILTON**

I, \_\_\_\_\_, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this, transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

\_\_\_\_\_  
Affiant-Grantee

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires: \_\_\_\_\_

## PERMANENT RIVERWALK EASEMENT RW-011-A

Being a permanent riverwalk easement located on PSC Metals, Inc. property as described in Deed Book 7131, Page 878, Parcel 1 and is shown on plat of record as Tract 4, ABB Combustion Engineering, Inc. in Plat Book 54, Page, Page 184 in the Register's Office of Hamilton County, Tennessee, property is shown on Tax Map 145J, Group "A", Parcel 004 and is located at 1020 West 19<sup>th</sup> Street in the City of Chattanooga, Hamilton County, Tennessee, said easement being more particularly described as follows:

BEGINNING at a point located on the Southern margin of West 19<sup>th</sup> Street, said point marks the Northwest corner of the property and is located at Tennessee State Grid Coordinates of North= 257,578.9414 and East=2,170,478.3012, coordinates based on North American Datum 1983 (NAD 83) all bearings are based on said system, all distances are horizontal ground;

THENCE South 65 degrees, 51 minutes, 39 seconds East a distance of 15.03 feet along the Southern margin of West 19<sup>th</sup> Street to a point;

THENCE South 20 degrees, 16 minutes, 50 seconds West a distance of 52.96 feet to a point;

THENCE South 69 degrees, 43 minutes, 10 seconds East a distance of 6.03 feet to a point;

THENCE South 24 degrees, 16 minutes, 24 seconds West a distance of 128.51 feet to a point;

THENCE South 02 degrees, 14 minutes, 43 seconds East a distance of 117.01 feet to a point;

THENCE South 37 degrees, 04 minutes, 58 seconds East a distance of 67.88 feet to a point;

THENCE South 24 degrees, 20 minutes, 46 seconds West a distance of 17.08 feet to a point;

THENCE North 37 degrees, 04 minutes, 58 seconds West a distance of 80.76 feet to a point;

THENCE North 02 degrees, 14 minutes, 43 seconds West a distance of 181.61 feet to a point;

THENCE South 63 degrees, 34 minutes, 58 seconds East a distance of 20.18 feet to a point;

THENCE North 24 degrees, 16 minutes, 24 seconds East a distance of 66.95 feet to a point;

THENCE North 20 degrees, 16 minutes, 50 seconds East a distance of 67.96 feet to the PONT OF BEGINNING.

Together with and subject to any rights-of-way, easements, restrictions, ordinances, agreements, zoning and any other matters of title that may exist.

Said permanent riverwalk easement herein described contains 6,716 square feet, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. drawing dated August 8, 2013 and having project number 34796-03.



P.O.B.  
 N=257,578.9414  
 E=2,170,478.3012  
 NAD 83

CITY OF CHATTANOOGA  
 DB 1109 PG 260

WEST 19TH STREET

INDUSTRIAL DEVELOPMENT BOARD OF CHATTANOOGA  
 TRACT 3  
 DB 8890 PG 273  
 TRACT 5  
 ABB COMBUSTION ENGINEERING, INC.  
 PB 54 PG 184

PSC METALS, INC  
 DB 7131 PG 878  
 PARCEL 1  
 TRACT 4  
 ABB COMBUSTION ENGINEERING, INC.  
 PB 54 PG 184

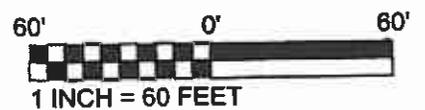
PERMANENT RIVERWALK EASEMENT=6,716± SF

SFSI, LLC  
 DB 4683 PG 950

TENNESSEE RIVER

LINE DATA

LINE	BEARING	DISTANCE
LINE L-1	S 65° 51' 39" E	15.03'
LINE L-2	S 20° 16' 50" W	52.96'
LINE L-3	S 69° 43' 10" E	6.03'
LINE L-4	S 24° 20' 46" W	17.08'
LINE L-5	S 63° 34' 58" E	20.18'
LINE L-6	N 24° 16' 24" E	66.95'
LINE L-7	N 20° 16' 50" E	67.96'



LEGEND

 PERMANENT RIVERWALK EASEMENT

TAX MAP #145J-A-004

**BWSC**  
 ENGINEERS PLANNERS  
 LANDSCAPE ARCHITECTS AND SURVEYORS  
 BARGE WAGGNER SUMNER & CANNON, IN  
 602 Market Street, Suite 200 Chattanooga, Tennessee 37402  
 PHONE (423) 756-3025 FAX (423) 756-9477

PSC METALS, INC.  
 CITY OF CHATTANOOGA  
 EXHIBIT DRAWING  
 DOWNTOWN RIVERWALK - PHASE I & II  
 CHATTANOOGA, TENNESSEE

DRAWN BY: JWWEHUNT	CHECKED BY: WNHOLDEN
DRAWING NO.: RW-011-A	
PROJECT NO.: 34798-03	DATE: 08/08/2013

This Instrument Prepared By:  
Hamilton County Government  
c/o Engineering Department  
1250 Market Street Suite 3050  
Chattanooga, TN 37402

<u>Name and Address of Easement Grantee:</u>	<u>Send Tax Bills To:</u>	<u>Map and Parcel No:</u>
County of Hamilton c/o Hamilton County Real Property ATTN: Paul Parker 4 <sup>th</sup> Floor Mayfield Annex 123 East 7 <sup>th</sup> Street Chattanooga, TN 37402	-SAME-	145G A 002.04

**DEED OF CONSERVATION EASEMENT AND  
GRANT OF TEMPORARY CONSTRUCTION EASEMENTS**

**THIS GRANT DEED OF CONSERVATION EASEMENT AND GRANT OF TEMPORARY CONSTRUCTION EASEMENTS** (the "Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by **PSC METALS INC**, a corporation of the State of Ohio, (herein called "Grantor," which term shall include its principals, parents, affiliates, heirs, representatives, successors and assigns), in favor of **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, having an address: c/o Mr. Paul Parker, Real Property Division, 4<sup>th</sup> Floor Mayfield Annex, 123 East 7<sup>th</sup> Street, Chattanooga, Tennessee 37402 (hereinafter collectively referred to as "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the sole owner in fee simple of real property located near the south bank of the Tennessee River along W 19<sup>th</sup> Street in downtown Chattanooga, Hamilton County, Tennessee, which is more particularly described in the Deed recorded at Deed Book 7131, Page 0878, in the Register's Office of Hamilton County, Tennessee (the "Property"); and

WHEREAS, the portion of the Property which lies near the bank of the Tennessee River possesses open space and recreational values, together with scenic views overlooking the Tennessee River, the forested ridges of North Chattanooga, Lookout Mountain, Elder Mountain, and the northern portions of Moccasin Bend National Park ("Conservation Values") of great importance to Grantor, the people of Chattanooga and Hamilton County and the people of the State of Tennessee (the "State"); and

WHEREAS, the Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.* (the "Conservation Easement Act"), permits the creation of conservation easements for the protection of the State's land, water, geological, biological, historical, architectural, archaeological, cultural, and scenic resources, for the purposes of maintaining and preserving the State's natural and cultural heritage, and for assuring the maintenance of the State's natural and social diversity and health, and for encouraging the wise management of productive farm and forest land; and

WHEREAS, Grantee desires to construct and maintain a public recreational trail, linear park, and related landscaping and amenities across portions of the Property, and to link such trail with adjoining properties in furtherance of the construction of the Tennessee RiverPark along the banks of the Tennessee River in Chattanooga and Hamilton County; and

WHEREAS, the installation and maintenance of the public recreational trail over and across that portion of the Property described in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 7 (RW009), by Barge Waggoner Sumner & Cannon, Inc, dated July 5, 2013, attached hereto and made a part hereof, will assist in furthering the expansion of the City of Chattanooga's and Hamilton County's Tennessee RiverPark and provide an important opportunity

for public recreational uses on the Property, including walking, jogging, bicycling, wildlife observation, and nature study; and

WHEREAS, the park and recreational development of the portions of the Property described in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 7 (RW009), by Barge Waggoner Sumner & Cannon, Inc, dated July 5, 2013, attached hereto and made a part hereof, will help to implement the “Tennessee RiverPark Master Plan,” adopted by the Chattanooga City Council on September 24, 1985, and adopted by the Hamilton County Commission on September 17, 1985, and the greenway plan identified by the National Park Service in its 1994 study “Greenways of the Southeast Tennessee River Valley”; and

WHEREAS, Chattanooga City Code, Part II, Chapter 26, Article VII., adopted on May 13, 1997, established the Greenways Advisory Board and directed that the Board work to establish greenways, and the Board has determined that the creation of a public recreational trail through the grant of the easement under this Easement will be an integral component of the Tennessee RiverPark along the Tennessee River; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the portion of the Property encumbered by this Easement, and Grantee is willing to honor such intention and protect such values in perpetuity; and

WHEREAS, because Grantor will continue to own the Property adjoining the area covered by this Easement, Grantor has conditioned the grant of this Easement on the agreement by Grantee to take affirmative measures to: insure the safety and security of Grantor’s adjoining Property; promote the continuing opportunity for efficient use and sustained economic value for Grantor’s adjoining Property; and otherwise abide by the terms and conditions set forth herein; and

WHEREAS, Grantor has also agreed to convey certain Temporary Construction Easements across its adjoining Property in order to facilitate Grantee’s initial construction of the public recreational trail and related amenities as provided herein;

WHEREAS, Grantee, The City of Chattanooga, is a municipal corporation of the State of Tennessee and Grantee, Hamilton County, Tennessee, is a political subdivision of the State of Tennessee;

NOW, THEREFORE, in consideration of the above, and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Tennessee and in particular the Conservation Easement Act, the following is hereby agreed upon and undertaken:

1. **Donation of Perpetual Easement.** Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity (subject to certain rights of reversion set forth herein) across and over the portion of the Property which is specifically set forth in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 7 (RW009), by Barge Waggoner Sumner & Cannon, Inc, dated July 5, 2013, attached hereto and made a part hereof, of the nature and character and to the extent hereinafter set forth, with such portion of the Property to be referred to herein as the “Easement Area.” The Easement conveyed herein shall run with the land. The grant and conveyance of the Easement herein is subject to any and all limitations, restrictions, and encumbrances of record, and existing otherwise within the Easement Area. The Easement is granted to Grantee on an AS IS/WHERE IS basis, without any representations or warranties by Grantor with respect to the condition of the Easement Area or the suitability of such for Grantee’s intended use thereof or otherwise. Grantee shall be solely responsible for analysis of the physical, environmental, and ownership status of the Easement Area, and shall purchase or obtain on its own accord whatever survey, environmental, title insurance and suitability analysis that it chooses to do.

2. **Purpose.** It is the purpose of this Easement to assure that the Easement Area will be retained forever in its open space condition for public recreational purposes, to serve as the location for a segment of the Tennessee RiverPark linear park and Riverwalk public recreational trail, and to prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the

Easement Area to such activities, including, without limitation, those involving public recreation and outdoor education, as are not inconsistent with the purpose of this Easement.

3. **Rights of Grantee; Affirmative Obligations of Grantee.**

3.1 **Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are conveyed to Grantee by this Deed of Conservation Easement:

(a) To construct, maintain, repair, and replace paved and unpaved public recreational trails and/or boardwalks, observation areas, landscaped borders, wildlife viewing platforms and associated structures, public park amenities, and signs and fencing within the Easement Area, all of which shall be done to a high standard of quality consistent with previously-constructed sections of the Tennessee RiverPark and Riverwalk linear park, providing, however, that Grantee shall have the affirmative obligation to remove from the Easement Area any structure which is abandoned or which becomes dangerous to the public due to lack of appropriate use or maintenance;

(b) To clearly delineate and mark the Easement Area as distinct from the remainder of Grantor's Property, by means appropriate and consistent with this Easement and its use;

(c) To preserve and protect the Conservation Values of the Easement Area;

(d) To monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6;

(e) Except as expressly allowed herein, to prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6; and

(f) To allow trail connections and public access to the Easement Area from adjoining properties to the east and west of Grantor's Property (but not across Grantor's Property without Grantor's prior written consent) during all reasonable times for purposes such as recreational trail use and related purposes, provided however, that any legal liability for utilizing the Easement Area for these purposes shall rest solely with the Grantee, and the Grantor shall be held harmless by the Grantee from and against all legal actions arising from such actions in accordance with Section 8.2.

3.2 **Affirmative Obligations of Grantee.** As important considerations to Grantor in the conveyance of the Easement, Grantee affirmatively agrees to perform all of the following obligations in reference to the construction, operation and long-term maintenance of the public recreational trail and amenities within the Easement Area.

(a) **Review and Approval of Initial Development Plans.** Grantee shall present to Grantor for reasonable advance review and approval the design plans for the improvements to be constructed and maintained within the Easement Area, including the recreational trail, landscaping, fencing, and other material structural improvements and amenities.

(b) **Construction of Fencing.** Grantee shall install and permanently maintain chain-link security fencing, with a height of not less than six (6) feet, to prevent users of the Easement Area from having the ability to cross to and from the Easement Area onto the adjoining Property and buildings or remnants of buildings of Grantor. Such fencing shall cover the entirety of both sides of the Easement Area unless Grantor agrees in writing that the fencing may be installed only in limited locations as determined or agreed to by Grantor. At Grantor's request, Grantee shall include one or more gates in such fencing, with locks and/or security features to be exclusively in the control of Grantor. The type and quality of such fencing shall be mutually agreed upon in advance and in writing by Grantor and Grantee. In future years, if Grantor's Property is developed and/or if Grantor or its successors in title desire to remove all or portions of such fencing in order to improve access to the Easement Area as an amenity to Grantor's adjoining Property, Grantor may at its own expense remove all or any portions of such fencing as it desires, or install public or private gateways in such fencing.

(c) **Maintenance and Upkeep.** Grantee shall at all times provide such maintenance, repair, and upkeep as are needed to insure that the pedestrian walkway, landscaping, and other improved amenities constructed within the Easement Area are kept and maintained to a high standard of quality and in a clean, attractive, and safe conditions, and will not allow the Easement Area to deteriorate or to otherwise become unsafe, unsanitary, or a public nuisance.

4. **Prohibited Uses.** Any activity or use of the Easement Area inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on or within the Easement Area are expressly prohibited:

4.1 The construction or emplacement of buildings or the erection of commercial signs and billboards (other than, subject to prior written approval of Grantor as provided in Section 3.2(a) hereof, Grantee's construction and installation of landscaping and enhancements, paved recreational trails and related amenities and, subject to the prior written approval of Grantor, trail shelters, picnic facilities, public park buildings and maintenance facilities and public restroom facilities);

4.2 The subdivision of the Easement Area;

4.3 Surface alteration, mining, soil degradation or mineral development;

4.4 Dumping of waste or debris; and

4.5 Timbering, spraying with biocides, or removing vegetation, other than routine trail and landscape maintenance.

5. **Reserved Rights Retained by Grantor.**

5.1 **Uses Not Inconsistent With Purpose.** Grantor reserves to itself all rights accruing from its ownership of the Easement Area, including, but not limited to, the right to engage in, or permit or invite others to engage in, all uses of the Easement Area, including for continued access to the Tennessee River, that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Grantor shall retain the unrestricted right to all permissible uses under applicable law, rules and regulations of its adjoining Property not contained in the Easement Area.

5.2 **Storm Water Drainage.** Grantor reserves the right to drain naturally-occurring storm water from Grantor's adjacent Property over, under and through the Easement Area. Nothing in the construction of the pedestrian recreational trail, landscaping improvements, or any other improvement within the Easement Area undertaken by Grantee shall be considered as a storm water improvement or flood control facility, it being the intention of both Grantor and Grantee that Grantor's Property shall remain exempt from any storm water fees, for the reason that all storm water falling upon Grantor's Property naturally drains into the Tennessee River, and not into any storm water or flood control facility or improvement maintained by either Grantee or by any other governmental entity.

5.3 **Erosion Control.** Grantor reserves the right to undertake (or to permit others to undertake) work to control river bank erosion on Grantor's adjoining Property which lie below the normal (non-flood) high water mark of the Tennessee River, and to grant such easements to such governmental entities as are reasonably necessary to carry on and to perpetuate such erosion control efforts.

5.4 **Utility Easement.** Grantor reserves the right to construct, operate, and maintain underground utility easements passing through, over, or under the Easement Area in such locations as Grantor may deem reasonably necessary. If construction work or maintenance of such utility easements causes damage to the pedestrian trail or landscaping or any other improvements constructed within the Easement Area, Grantor shall be responsible for restoring such damaged area to its condition prior to the construction and/or maintenance.

5.5 **Ingress and Egress.** Grantor shall have the right of ingress and egress over the Easement Area in such a manner as to cause the least damage and inconvenience to the Grantor.

5.6 **Reservation of Construction Easement for Future Work by Grantor on Adjoining Property.** Grantor also reserves a construction easement across the Easement Area to

undertake any of the work permitted in this Section 5, or any other work upon the Property undertaken in relation to the sale, development, demolition, or improvement to the adjoining Property. If any such construction work necessitates the temporary closure of the Easement Area, Grantor and its successors and assigns shall endeavor to minimize the period of closure to the greatest extent reasonably practical, and shall be responsible for restoring any damaged area to its condition prior to the commencement of construction.

5.7 **Reversionary Interest.** Grantor also reserves a reversionary interest in the Easement Area for a period of twenty-five (25) years from the date of recording of the Easement. If during that period Grantee abandons, terminates use of, or allows the improvements within the Easement Area to fall into disuse and disrepair, and/or if the Tennessee RiverPark pedestrian trail is no longer maintained through the Easement Area, then title will, at the option of Grantor or its successor in title as owner of the Property, revert to Grantor or such successor. Grantor may exercise this right of reversion by giving Grantee notice of its belief that the conditions for such reversion have occurred, and if Grantee is unable to establish a reasonable basis to demonstrate that the conditions of reversion have not occurred, then reversion of title to Grantor (or its successor in title) shall automatically occur, without further action by any of the parties hereto, and this Easement will thereafter be null and void.

## 6. **Enforcement and Remedies for Violation.**

6.1 **Notice of Violation; Corrective Action.** If any party hereto believes that a violation of the terms of this Easement has occurred or is threatened, the aggrieved party may give written notice to the other parties of such claimed violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Easement which is not permitted hereunder, to restore the portion of the Easement Area so injured to its prior condition in accordance with a plan approved by the aggrieved party.

6.2 **Injunctive Relief.** If the defaulting party fails to cure the violation within thirty (30) days after receipt of written notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

6.3 **Emergency Enforcement.** If any party determines that circumstances require immediate action to either enforce this Easement or to prevent or mitigate significant damage to the Conservation Values of the Easement Area, the aggrieved party may pursue its remedies under this Section 5 without prior notice to the other party or without waiting for the period provided for cure to expire.

6.4 **Damages.** Any party shall be entitled to recover damages for violation of the terms of this Easement, or, in Grantee's case, injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, public recreational, or environmental values, and costs of restoration or remedy. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

6.5 **Scope of Relief.** Each party's rights under this Section 6 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. Each party agrees that the remedies at law for any violation of the terms of this Easement are inadequate and that each party shall be entitled to the injunctive relief described in Section 6.2 above, both prohibitive and mandatory, in addition to such other relief to which the aggrieved party may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. The remedies of each party to this Easement described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement.** Each party shall bear its own costs incurred in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, regardless of which party prevails.

6.7 **Forbearance.** Forbearance by any party to exercise its rights under this Easement in the event of any breach of any term of this Easement by the other party shall not be deemed or construed to be a waiver by the non-defaulting party of such term or of any subsequent breach of the same or any other term of this Easement or of any of the non-defaulting party's rights under this Easement. No delay or omission by any party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses.** Each party hereby waives any defense of laches, estoppel, or prescription.

6.9 **Acts Beyond the Control of Any Party.** Except as provided otherwise in Section 8.2 hereof, nothing contained in this Easement shall be construed to entitle either party to bring any action against the other party for any injury to or change in the Easement Area resulting from causes beyond the control of any party, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by any party under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.

7. **Access.** Grantor expressly conveys to Grantee the right to allow access to the Easement Area by the general public from the adjoining properties. Otherwise, Grantee shall request Grantor's permission, in writing (which permission may be withheld by Grantor in its discretion), before any entry onto Grantor's adjacent Property other than through the points of access from adjoining properties.

8. **Costs and Liabilities.** Grantee assumes all responsibilities and shall bear all costs and liabilities of any kind related to the construction, operation, upkeep, and maintenance of the Easement Area and any improvements within such Easement Area, with the exception of Grantor's utility lines or roadways as provided in Section 5 hereof, whether now existing or constructed by Grantor in the future.

8.1 **Taxes.** Grantee assumes liability for all real property ad valorem taxes and special assessments attributable to the improvements within the Easement Area, if any.

8.2 **Grantee's Hold Harmless.** Up to the limits of liability established by the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 *et seq.*, such as may exist from time to time, each Grantee shall hold harmless, indemnify, and defend Grantor and its employees, agents, contractors, principals, parents, affiliates, successors, and assigns of each of them (collectively "Grantor's Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or any other matter related to or occurring in, on, or about the Easement Area (or occurring on Grantor's adjoining Property involving any person who leaves the Easement Area), regardless of cause, unless due solely to the negligence of any of Grantor's Indemnified Parties.

9. **Extinguishment, Condemnation, and Reversion.**

9.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can be terminated voluntarily by agreement of the parties or may be terminated and extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of such extinguishment, the Easement shall terminate and unencumbered ownership shall return to the then-current owner of the underlying fee simple property.

9.2 [INTENTIONALLY OMITTED]

9.3 **Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses

reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Each party shall share in the condemnation proceeds to the extent of their interests in the Easement Area, the improvements thereon, and the underlying land.

9.4 **Application of Proceeds.** Grantee shall use any such proceeds received under the circumstances described in this Section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

10. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

11. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way.

12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement as may be requested by Grantor.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

PSC Metals Inc.  
c/o Joe King, VP General Counsel & Secretary  
P O Box 6548  
Cleveland, Ohio 44101

Telephone: (440) 753-5390

The Grantee:

Hamilton County, Tennessee  
c/o Mr. Paul Parker, Real Property Division  
4<sup>th</sup> Floor Mayfield Annex  
123 East 7<sup>th</sup> Street  
Chattanooga, TN 37402  
Telephone: (423) 209-6444  
Telecopier: (423) 209-6445

with a copy to:

Joe King, VP General Counsel & Secretary  
5875 Landerbrook Drive, Suite 200  
Mayfield Heights, OH 44124

Telephone: (440) 753-5390

or to such other address as any party from time to time shall designate by written notice to the other.

14. **Recordation.** Grantee shall record this instrument in timely fashion in the Register's Office of Hamilton County, Tennessee and may re-record it at any time as may be required to preserve its rights in this Easement.

15. **Grant of Temporary Construction Easements.** Grantor also hereby conveys to Grantee certain Temporary Construction Easements over those portions of Grantor's property as are specifically identified in attached legal description document for the permanent easement and temporary construction easement along with the Exhibit Drawing for PSC Metals – Tract 7

(RW009), by Barge Waggoner Sumner & Cannon, Inc, dated July 5, 2013, attached hereto and made a part hereof. Grantee shall have the right for temporary use and access across, over, and upon these Construction Easement Areas for all reasonably necessary work during the initial construction of the public recreational trail and other amenities within the Easement Area as allowed hereunder. These Temporary Construction Easements shall expire upon the completion of the construction of all such amenities, and in no case later than December 31, 2015.

16. **Responsibility for Environmental Contamination.** In the event of the occurrence or discovery of any environmental contamination of the Easement Area (or the Construction Easement Areas during the period of construction) which requires remediation, Grantee shall have no liability to Grantor for any such contamination (or the remediation thereof) which occurred prior to the conveyance of this Easement. As between Grantor and Grantee, Grantor shall indemnify and hold harmless Grantee from any such environmental contamination which exists prior to the date of this Easement. For any environmental contamination requiring remediation to the Easement Area (or the Construction Easement Areas during the period of construction) which occurs after the date of the conveyance of this Easement on account of Grantee's use and/or occupancy of the Easement Area for the purposes set forth herein, Grantor shall have no obligation or responsibility for remediation of such contamination, and Grantee shall indemnify and hold harmless Grantor for any such contamination which arises out of Grantee's use and/or occupancy of the Easement Area (or the Construction Easement Areas).

17. **General Provisions.**

17.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Tennessee.

17.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

17.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

17.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

17.5 **Joint Obligation.** The obligations imposed by this Easement upon Grantee shall be joint and several between the City of Chattanooga and County of Hamilton.

17.6 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its parents, successors, and assigns, and the above-named Grantee and their respective successors and assigns.

17.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

17.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

17.9 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all of the parties hereto; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

**GRANTOR:**

**PSC METALS INC**

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

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

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

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

**GRANTEE:**

**HAMILTON COUNTY, TENNESSEE**

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

Name: Jim M Coppinger

Title: Mayor, Hamilton County

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

**ACKNOWLEDGEMENT**

**STATE OF OHIO**  
**COUNTY OF \_\_\_\_\_**

Before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ ***NAME OF PERSON SIGNING***, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ ***title of person*** of **PSC METALS, INC.**, an Ohio corporation, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand and seal, at office in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF HAMILTON**

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **JIM M COPPINGER**, to me known (or proved to me on the basis of satisfactory evidence) to be the **MAYOR** of **THE COUNTY OF HAMILTON**, a political subdivision of the State of Tennessee, the within named bargainor, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF HAMILTON**

I, \_\_\_\_\_, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this, transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

\_\_\_\_\_  
Affiant-Grantee

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires: \_\_\_\_\_

**PERMANENT RIVERWALK  
PEDESTRIAN AND VEHICULAR  
EASEMENT  
RW-009**

Being a portion of PSC Metals, Inc., Tract 7, Parcel 2 as described in Deed Book 7131, Page 878 and Plat Book 54, Page 184 in the Register's Office of Hamilton County, property is shown on Tax Map 145G, Group "A", Parcel 002.04 and is located in the City of Chattanooga, Hamilton County, Tennessee, said permanent easement being more particularly described as follows:

**BEGINNING** at a point which marks the Southeast corner of the PSC Metals, Inc. property as shown on plat of record in Plat Book 54, Page 184, R.O.H.C, said point being on the Northern margin of West 19<sup>th</sup> Street and located at Tennessee State Grid Coordinates of N=257,649.46 and E=2,170,444.28, coordinates based on North American Datum 1983 (NAD 83) all bearings are based on said system, all distances are horizontal ground, said location marks the **POINT OF BEGINNING**;

**THENCE** North 24 degrees, 30 minutes, 22 seconds East a distance of 48.25 feet along the Eastern boundary of the PSC Metals, Inc. property to a point;

**THENCE** North 49 degrees, 10 minutes, 58 seconds West a distance of 58.30 feet along the Northern boundary of the PSC Metals, Inc. property to a point;

**THENCE** North 50 degrees, 06 minutes, 23 seconds West a distance of 88.09 feet along the Northern boundary of the PSC Metals, Inc. property to a point;

**THENCE** with a curve to the left (counter clockwise) an arc distance of 54.19 feet, having a radius of 617.75 feet, a delta angle of 5 degrees, 01 minutes, 33 seconds and a chord of North 52 degrees, 50 minutes, 55 seconds West a distance of 54.17 feet along the Northern boundary of the PSC Metals, Inc. property to a point;

**THENCE** South 25 degrees, 45 minutes, 15 seconds East a distance of 131.73 feet to a point;

**THENCE** South 24 degrees, 08 minutes, 28 seconds West a distance of 16.23 feet to a point located on the Northern margin of West 19<sup>th</sup> Street.

**THENCE** South 65 degrees, 51 minutes, 32 seconds East a distance of 92.34 feet along the Northern margin of West 19<sup>th</sup> Street to the **POINT OF BEGINNING**.

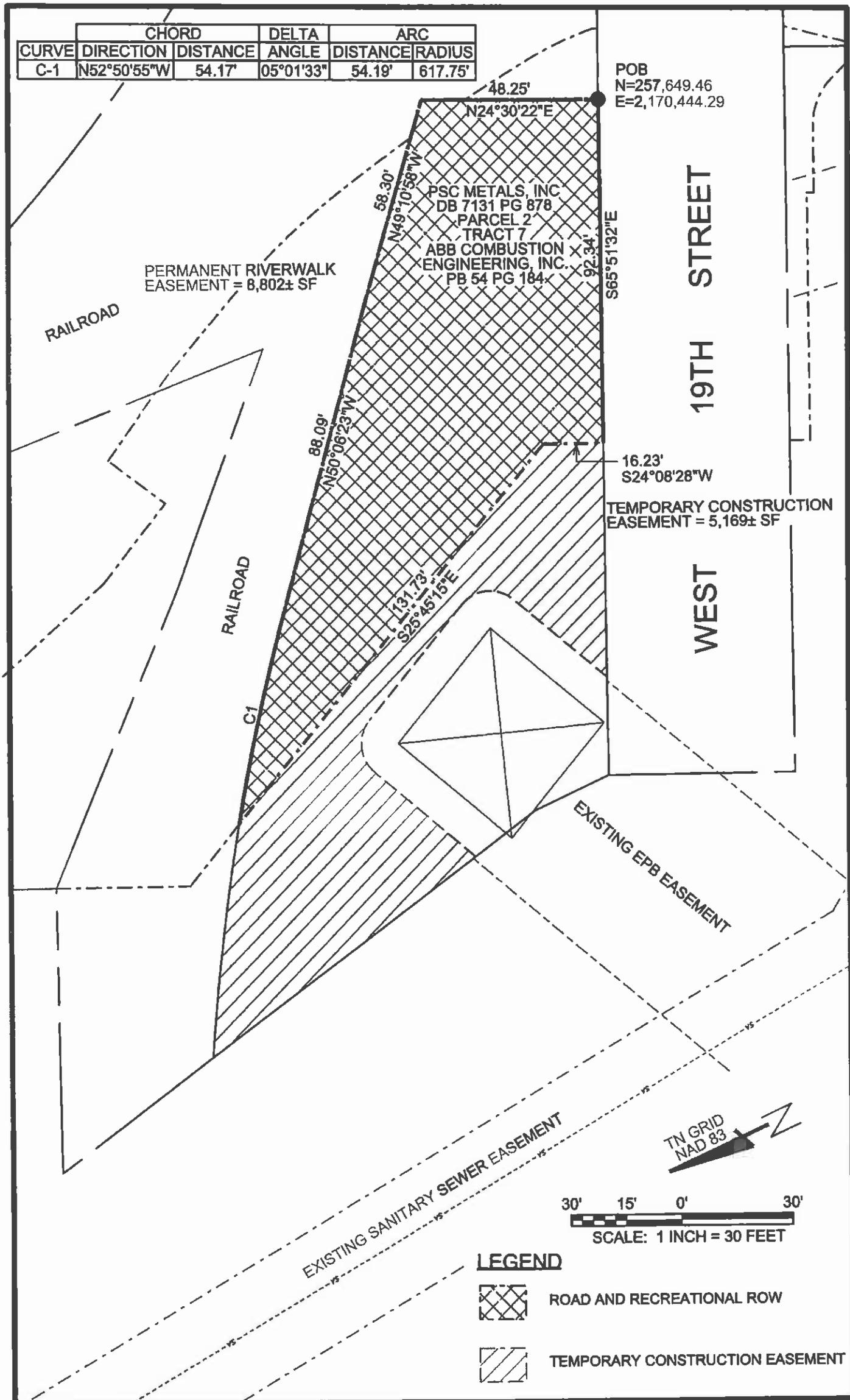
Together with and subject to any rights-of-way, easements, restrictions, ordinances, agreements, zoning and any other matters of title that may exist.

Said portion of Tract 7 herein described contains 8,802 square feet, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. project number 34796-03.

**TEMPORARY CONSTRUCTION EASEMENT**

A Temporary Construction Easement containing 5,169 square feet, more or less, as shown on the attached drawing, RW-009.

CURVE	CHORD		DELTA		ARC	
	DIRECTION	DISTANCE	ANGLE	DISTANCE	RADIUS	
C-1	N52°50'55"W	54.17'	05°01'33"	54.19'	617.75'	



**BWSC** | BARGE  
WAGGONER  
SUMNER &  
CANNON, INC.

PSC METALS - TRACT 7

EXHIBIT DRAWING  
DOWNTOWN RIVERWALK - PHASE I & II  
CHATTANOOGA, TENNESSEE

DRAWN BY: JWWEHUNT	CHECKED BY: WNHOLDEN
DRAWING NO.: RW-009	
PROJECT NO.: 34798-03	DATE: 07/05/2013



# Hamilton County Board of Commissioners RESOLUTION

No. 114-25

**A RESOLUTION TO APPROVE ACCEPTANCE OF AN EASEMENT FROM THE CITY OF CHATTANOOGA ALLOWING HAMILTON COUNTY TO CONSTRUCT THE TENNESSEE RIVERWALK DOWNTOWN SEGMENT PHASE 1 AND 2.**

**WHEREAS, Hamilton County and the City of Chattanooga are presently working to complete the Tennessee Riverwalk Downtown Segment Phase 1 and 2; and,**

**WHEREAS, City of Chattanooga has offered property along the Tennessee River on which to construct the project, to take effect upon execution of Easement.**

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

**That the County Mayor is authorized to execute the attached or similar Easement.**

**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

\_\_\_\_\_  
January 15, 2014

Date

This Instrument Prepared By:  
Hamilton County Government  
c/o Engineering Department  
1250 Market Street Suite 3050  
Chattanooga, TN 37402

<u>Name and Address of Easement Grantee:</u>	<u>Send Tax Bills To:</u>	<u>Map and Parcel No:</u>
County of Hamilton c/o Hamilton County Real Property ATTN: Paul Parker 4 <sup>th</sup> Floor Mayfield Annex 123 East 7 <sup>th</sup> Street Chattanooga, TN 37402	-SAME-	145J A 005

### **DEED OF CONSERVATION EASEMENT**

**THIS GRANT DEED OF CONSERVATION EASEMENT** (the "Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by **CITY OF CHATTANOOGA, TENNESSEE**, a Tennessee municipal corporation (herein called "Grantor," which term shall include its principals, parents, affiliates, heirs, representatives, successors and assigns), in favor of **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, having an address of: c/o Mr. Paul Parker, Real Property, 4<sup>th</sup> Floor Mayfield Annex, 123 East 7<sup>th</sup> Street, Chattanooga, Tennessee 37402 (hereinafter collectively referred to as "Grantee").

#### **WITNESSETH:**

WHEREAS, Grantor is the sole owner in fee simple of real property located near the south bank of the Tennessee River along W 19<sup>th</sup> Street in downtown Chattanooga, Hamilton County, Tennessee, which is more particularly described in the Deed recorded at Deed Book 1109, Page 0260, in the Register's Office of Hamilton County, Tennessee (the "Property"); and

WHEREAS, the portion of the Property which lies near the bank of the Tennessee River possesses open space and recreational values, together with scenic views overlooking the Tennessee River, the forested ridges of Lookout Mountain, Elder Mountain, and the northern portions of Moccasin Bend National Park ("Conservation Values") of great importance to Grantor, the people of Chattanooga and Hamilton County, and the people of the State of Tennessee (the "State"); and

WHEREAS, the Conservation Easement Act of 1981, Tennessee Code Annotated Section 66-9-301 *et seq.* (the "Conservation Easement Act"), permits the creation of conservation easements for the protection of the State's land, water, geological, biological, historical, architectural, archaeological, cultural, and scenic resources, for the purposes of maintaining and preserving the State's natural and cultural heritage, and for assuring the maintenance of the State's natural and social diversity and health, and for encouraging the wise management of productive farm and forest land; and

WHEREAS, Grantee desires to construct and maintain a public recreational trail, linear park, and related landscaping and amenities across portions of the Property, and to link such trail with adjoining properties in furtherance of the construction of the Tennessee RiverPark along the banks of the Tennessee River in Chattanooga and Hamilton County; and

WHEREAS, the installation and maintenance of the public recreational trail over and across that portion of the Property described in attached legal description document for the permanent easement along with the Exhibit Drawing RW-026, Pages 1-2, for City of Chattanooga, by Barge Waggoner Sumner & Cannon, Inc, dated July 8, 2013, attached hereto and made a part hereof, will assist in furthering the expansion of the City of Chattanooga's and Hamilton County's Tennessee RiverPark and provide an important opportunity for public recreational uses on the Property, including walking, jogging, bicycling, wildlife observation, and nature study; and

WHEREAS, the park and recreational development of the portions of the Property described in attached legal description document for the permanent easement along with the Exhibit Drawing RW-026, Pages 1-2, for City of Chattanooga, by Barge Waggoner Sumner & Cannon, Inc, dated July 8, 2013, attached hereto and made a part hereof, will help to implement the "Tennessee

RiverPark Master Plan,” adopted by the Chattanooga City Council on September 24, 1985, and adopted by the Hamilton County Commission on September 17, 1985, and the greenway plan identified by the National Park Service in its 1994 study “Greenways of the Southeast Tennessee River Valley”; and

WHEREAS, Chattanooga City Code, Part II, Chapter 26, Article VII., adopted on May 13, 1997, established the Greenways Advisory Board and directed that the Board work to establish greenways, and the Board has determined that the creation of a public recreational trail through the grant of the easement under this Easement will be an integral component of the Tennessee RiverPark along the Tennessee River; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the portion of the Property encumbered by this Easement, and Grantee is willing to honor such intention and protect such values in perpetuity; and

WHEREAS, because Grantor will continue to own the Property adjoining the area covered by this Easement, Grantor has conditioned the grant of this Easement on the agreement by Grantee to take affirmative measures to: insure the safety and security of Grantor’s adjoining Property; promote the continuing opportunity for efficient use and sustained economic value for Grantor’s adjoining Property; and otherwise abide by the terms and conditions set forth herein; and

WHEREAS, Grantor, The City of Chattanooga, is a municipal corporation of the State of Tennessee and Grantee, Hamilton County, Tennessee, is a political subdivision of the State of Tennessee;

NOW, THEREFORE, in consideration of the above, and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Tennessee and in particular the Conservation Easement Act, the following is hereby agreed upon and undertaken:

1. **Donation of Perpetual Easement.** Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity (subject to certain rights of reversion set forth herein) across and over the portion of the Property which is specifically set forth in attached legal description document for the permanent easement along with the Exhibit Drawing RW-026, Pages 1-2, for City of Chattanooga, by Barge Waggoner Sumner & Cannon, Inc, dated July 8, 2013, attached hereto and made a part hereof, of the nature and character and to the extent hereinafter set forth, with such portion of the Property to be referred to herein as the “Easement Area.” The Easement conveyed herein shall run with the land. The grant and conveyance of the Easement herein is subject to any and all limitations, restrictions, and encumbrances of record, and existing otherwise within the Easement Area. The Easement is granted to Grantee on an AS IS/WHERE IS basis, without any representations or warranties by Grantor with respect to the condition of the Easement Area or the suitability of such for Grantee’s intended use thereof or otherwise. Grantee shall be solely responsible for analysis of the physical, environmental, and ownership status of the Easement Area, and shall purchase or obtain on its own accord whatever survey, environmental, title insurance and suitability analysis that it chooses to do.

2. **Purpose.** It is the purpose of this Easement to assure that the Easement Area will be retained forever in its open space condition for public recreational purposes, to serve as the location for a segment of the Tennessee RiverPark linear park and Riverwalk public recreational trail, and to prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Easement Area to such activities, including, without limitation, those involving public recreation and outdoor education, as are not inconsistent with the purpose of this Easement.

3. **Rights of Grantee; Affirmative Obligations of Grantee.**

3.1 **Rights of Grantee.** To accomplish the purposes of this Easement, the following rights are conveyed to Grantee by this Deed of Conservation Easement:

(a) To construct, maintain, repair, and replace paved and unpaved public recreational trails and/or boardwalks, observation areas, landscaped borders, wildlife viewing platforms and associated structures, public park amenities, and signs and fencing within the Easement Area, all of which shall be done to a high standard of quality consistent with previously-constructed sections of the Tennessee RiverPark and Riverwalk linear park, providing, however, that Grantee shall have the affirmative obligation to remove from the Easement Area any structure which is abandoned or which becomes dangerous to the public due to lack of appropriate use or maintenance;

(b) To clearly delineate and mark the Easement Area as distinct from the remainder of Grantor's Property, by means appropriate and consistent with this Easement and its use;

(c) To preserve and protect the Conservation Values of the Easement Area;

(d) To monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 6;

(e) Except as expressly allowed herein, to prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6; and

(f) To allow trail connections and public access to the Easement Area from adjoining properties to the east and west of Grantor's Property (but not across Grantor's Property without Grantor's prior written consent) during all reasonable times for purposes such as recreational trail use and related purposes, provided however, that any legal liability for utilizing the Easement Area for these purposes shall rest solely with the Grantee, and the Grantor shall be held harmless by the Grantee from and against all legal actions arising from such actions in accordance with Section 8.2.

3.2 **Affirmative Obligations of Grantee.** As important considerations to Grantor in the conveyance of the Easement, Grantee affirmatively agrees to perform all of the following obligations in reference to the construction, operation and long-term maintenance of the public recreational trail and amenities within the Easement Area.

(a) **Review and Approval of Initial Development Plans.** Grantee shall present to Grantor for reasonable advance review and approval the design plans for the improvements to be constructed and maintained within the Easement Area, including the recreational trail, landscaping, fencing, and other material structural improvements and amenities.

(b) **Construction of Fencing.** Grantee shall install and permanently maintain chain-link security fencing, with a height of not less than six (6) feet, to prevent users of the Easement Area from having the ability to cross to and from the Easement Area onto the adjoining Property and buildings or remnants of buildings of Grantor. At Grantor's request, Grantee shall include one or more gates in such fencing, with locks and/or security features to be exclusively in the control of Grantor. The type and quality of such fencing shall be mutually agreed upon in advance and in writing by Grantor and Grantee. In future years, if Grantor's Property is developed and/or if Grantor or its successors in title desire to remove all or portions of such fencing in order to improve access to the Easement Area as an amenity to Grantor's adjoining Property, Grantor may at its own expense remove all or any portions of such fencing as it desires, or install public or private gateways in such fencing.

(c) **Maintenance and Upkeep.** Grantee shall at all times provide such maintenance, repair, and upkeep as are needed to insure that the pedestrian walkway, landscaping, and other improved amenities constructed within the Easement Area are kept and maintained to a high standard of quality and in a clean, attractive, and safe conditions, and will not allow the Easement Area to deteriorate or to otherwise become unsafe, unsanitary, or a public nuisance.

4. **Prohibited Uses.** Any activity or use of the Easement Area inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on or within the Easement Area are expressly prohibited:

4.1 The construction or emplacement of buildings or the erection of commercial signs and billboards (other than, subject to prior written approval of Grantor as provided in Section 3.2(a) hereof, Grantee's construction and installation of landscaping and enhancements, paved recreational trails and related amenities and, subject to the prior written approval of Grantor, trail shelters, picnic facilities, public park buildings and maintenance facilities and public restroom facilities);

4.2 The subdivision of the Easement Area;

4.3 Surface alteration, mining, soil degradation or mineral development;

4.4 Dumping of waste or debris; and

4.5 Timbering, spraying with biocides, or removing vegetation, other than routine trail and landscape maintenance.

5. **Reserved Rights Retained by Grantor.**

5.1 **Uses Not Inconsistent With Purpose.** Grantor reserves to itself all rights accruing from its ownership of the Easement Area, including, but not limited to, the right to engage in, or permit or invite others to engage in, all uses of the Easement Area, including for continued access to the Tennessee River, that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Grantor shall retain the unrestricted right to all permissible uses under applicable law, rules and regulations of its adjoining Property not contained in the Easement Area.

5.2 **Storm Water Drainage.** Grantor reserves the right to drain naturally-occurring storm water from Grantor's adjacent Property over, under and through the Easement Area. Nothing in the construction of the pedestrian recreational trail, landscaping improvements, or any other improvement within the Easement Area undertaken by Grantee shall be considered as a storm water improvement or flood control facility, it being the intention of both Grantor and Grantee that Grantor's Property shall remain exempt from any storm water fees, for the reason that all storm water falling upon Grantor's Property naturally drains into the Tennessee River, and not into any storm water or flood control facility or improvement maintained by either Grantee or by any other governmental entity.

5.3 **Erosion Control.** Grantor reserves the right to undertake (or to permit others to undertake) work to control river bank erosion on Grantor's adjoining Property which lie below the normal (non-flood) high water mark of the Tennessee River, and to grant such easements to such governmental entities as are reasonably necessary to carry on and to perpetuate such erosion control efforts.

5.4 **Utility Easement.** Grantor reserves the right to construct, operate, and maintain underground utility easements passing through, over, or under the Easement Area in such locations as Grantor may deem reasonably necessary. If construction work or maintenance of such utility easements causes damage to the pedestrian trail or landscaping or any other improvements constructed within the Easement Area, Grantor shall be responsible for restoring such damaged area to its condition prior to the construction and/or maintenance.

5.5 **Future Road or Driveway.** Grantor reserves the right to operate, and maintain (or to permit others to construct, operate, and maintain) the existing driveway/access road, across the Easement Area to provide access to the Grantor's adjacent Property. If Grantor causes damage to the pedestrian trail or landscaping or any other improvements constructed within the Easement Area, Grantor shall be responsible for restoring such damaged area to its condition prior to such construction and/or maintenance.

5.6 **Reservation of Construction Easement for Future Work by Grantor on Adjoining Property.** Grantor also reserves a construction easement across the Easement Area to undertake any of the work permitted in this Section 5, or any other work upon the Property undertaken in relation to the sale, development, demolition, or improvement to the adjoining Property. If any such construction work necessitates the temporary closure of the Easement Area, Grantor and its successors and assigns shall endeavor to minimize the period of closure to the greatest extent reasonably practical, and shall be responsible for restoring any damaged area to its condition prior to the commencement of construction.

5.7 **Reversionary Interest.** Grantor also reserves a reversionary interest in the Easement Area for a period of twenty-five (25) years from the date of recording of the Easement. If during that period Grantee abandons, terminates use of, or allows the improvements within the Easement Area to fall into disuse and disrepair, and/or if the Tennessee RiverPark pedestrian trail is no longer maintained through the Easement Area, then title will, at the option of Grantor or its successor in title as owner of the Property, revert to Grantor or such successor. Grantor may exercise this right of reversion by giving Grantee notice of its belief that the conditions for such reversion have occurred, and if Grantee is unable to establish a reasonable basis to demonstrate that the conditions of reversion have not occurred, then reversion of title to Grantor (or its successor in title) shall automatically occur, without further action by any of the parties hereto, and this Easement will thereafter be null and void.

6. **Enforcement and Remedies for Violation.**

6.1 **Notice of Violation; Corrective Action.** If any party hereto believes that a violation of the terms of this Easement has occurred or is threatened, the aggrieved party may give written notice to the other parties of such claimed violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use

or activity inconsistent with the purpose of this Easement which is not permitted hereunder, to restore the portion of the Easement Area so injured to its prior condition in accordance with a plan approved by the aggrieved party.

6.2 **Injunctive Relief.** If the defaulting party fails to cure the violation within thirty (30) days after receipt of written notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

6.3 **Emergency Enforcement.** If any party determines that circumstances require immediate action to either enforce this Easement or to prevent or mitigate significant damage to the Conservation Values of the Easement Area, the aggrieved party may pursue its remedies under this Section 5 without prior notice to the other party or without waiting for the period provided for cure to expire.

6.4 **Damages.** Any party shall be entitled to recover damages for violation of the terms of this Easement, or, in Grantee's case, injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, public recreational, or environmental values, and costs of restoration or remedy. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

6.5 **Scope of Relief.** Each party's rights under this Section 6 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. Each party agrees that the remedies at law for any violation of the terms of this Easement are inadequate and that each party shall be entitled to the injunctive relief described in Section 6.2 above, both prohibitive and mandatory, in addition to such other relief to which the aggrieved party may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. The remedies of each party to this Easement described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement.** Each party shall bear its own costs incurred in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, regardless of which party prevails.

6.7 **Forbearance.** Forbearance by any party to exercise its rights under this Easement in the event of any breach of any term of this Easement by the other party shall not be deemed or construed to be a waiver by the non-defaulting party of such term or of any subsequent breach of the same or any other term of this Easement or of any of the non-defaulting party's rights under this Easement. No delay or omission by any party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses.** Each party hereby waives any defense of laches, estoppel, or prescription.

6.9 **Acts Beyond the Control of Any Party.** Except as provided otherwise in Section 8.2 hereof, nothing contained in this Easement shall be construed to entitle either party to bring any action against the other party for any injury to or change in the Easement Area resulting from causes beyond the control of any party, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by any party under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.

7. **Costs and Liabilities.** Grantee assumes all responsibilities and shall bear all costs and liabilities of any kind related to the construction, operation, upkeep, and maintenance of the Easement Area and any improvements within such Easement Area, with the exception of Grantor's utility lines or roadways as provided in Section 5 hereof, whether now existing or constructed by Grantor in the future.

7.1 **Taxes.** Grantee assumes liability for all real property ad valorem taxes and special assessments attributable to the improvements within the Easement Area, if any.

7.2 **Grantee's Hold Harmless.** Up to the limits of liability established by the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101 *et seq.*, such as may exist from time to time, each Grantee shall hold harmless, indemnify, and defend Grantor and its employees, agents, contractors, principals, parents, affiliates, successors, and assigns of each of them (collectively "Grantor's Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or any other matter related to or occurring in, on, or about the Easement Area (or occurring on Grantor's adjoining Property involving any person who leaves the Easement Area), regardless of cause, unless due solely to the negligence of any of Grantor's Indemnified Parties.

8. **Extinguishment, Condemnation, and Reversion.**

8.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can be terminated voluntarily by agreement of the parties or may be terminated and extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of such extinguishment, the Easement shall terminate and unencumbered ownership shall return to the then-current owner of the underlying fee simple property.

8.2 [INTENTIONALLY OMITTED]

8.3 **Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Each party shall share in the condemnation proceeds to the extent of their interests in the Easement Area, the improvements thereon, and the underlying land.

8.4 **Application of Proceeds.** Grantee shall use any such proceeds received under the circumstances described in this Section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

9. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

10. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way.

11. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement as may be requested by Grantor.

12. **Notices.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City of Chattanooga Tennessee  
c/o Real Property Office  
101 East 11<sup>th</sup> Street  
Chattanooga, Tennessee 37402

Telephone: (423) 643-7502  
Telecopier: (423) 643-5079

The Grantee:

Hamilton County, Tennessee  
c/o Mr. Paul Parker, Real Property Division  
4<sup>th</sup> Floor Mayfield Annex  
123 East 7<sup>th</sup> Street  
Chattanooga, TN 37402

Telephone: (423) 209-6444  
Telecopier: (423) 209-6445

with a copy to:

Office of City Attorney  
100 East 11<sup>th</sup> Street, Suite 200  
Chattanooga, TN 37402

Telephone: (423) 643-8227

or to such other address as any party from time to time shall designate by written notice to the other.

13. **Recordation.** Grantee shall record this instrument in timely fashion in the Register’s Office of Hamilton County, Tennessee and may re-record it at any time as may be required to preserve its rights in this Easement.

14. **Responsibility for Environmental Contamination.** In the event of the occurrence or discovery of any environmental contamination of the Easement Area (or the Construction Easement Areas during the period of construction) which requires remediation, Grantee shall have no liability to Grantor for any such contamination (or the remediation thereof) which occurred prior to the conveyance of this Easement. As between Grantor and Grantee, Grantor shall indemnify and hold harmless Grantee from any such environmental contamination which exists prior to the date of this Easement. For any environmental contamination requiring remediation to the Easement Area (or the Construction Easement Areas during the period of construction) which occurs after the date of the conveyance of this Easement on account of Grantee’s use and/or occupancy of the Easement Area for the purposes set forth herein, Grantor shall have no obligation or responsibility for remediation of such contamination, and Grantee shall indemnify and hold harmless Grantor for any such contamination which arises out of Grantee’s use and/or occupancy of the Easement Area (or the Construction Easement Areas).

15. **General Provisions.**

15.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Tennessee.

15.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

15.5 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms “Grantor” and “Grantee,” wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its parents, successors, and assigns, and the above-named Grantee and their respective successors and assigns.

15.6 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.7 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

15.8 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all of the parties hereto; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

**IN WITNESS WHEREOF**, I the respective Grantor, have herunto subscribed my name as my free act and deed this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Andy Berke, Mayor  
City of Chattanooga, Tennessee

**ACKNOWLEDGEMENT**

**STATE OF TENNESSEE  
COUNTY OF HAMILTON**

Before me, a Notary Public of the State and County aforesaid, personally appeared *Andy Berke, Mayor*, to me known and known to me to be the same person whose name is subscribed to the foregoing grant of easement, who being by me duly sworn did depose and say that he is Mayor, City of Chattanooga, Tennessee, that he is duly designated, empowered and authorized by City of Chattanooga Resolution \_\_\_\_\_ of the City Council of the City of Chattanooga, Tennessee, dated \_\_\_\_\_ to execute the foregoing grant of easement and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on the behalf of the City of Chattanooga, Tennessee, for the purposes and uses therein described.

**WITNESS MY HAND** and Notarial Seal, at office in said State and County of the day and year above written.

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

My Commission Expires: \_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF HAMILTON**

I, \_\_\_\_\_, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this, transfer or value of the property transferred, whichever is greater, is \$\_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

\_\_\_\_\_  
Affiant-Grantee

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



# Hamilton County Board of Commissioners RESOLUTION

No. 114-26

**A RESOLUTION AUTHORIZING PAYMENT TO CSX TRANSPORTATION, INC. FOR EASEMENTS IN THE AMOUNT OF \$30,000.00 REQUIRED FOR THE CONSTRUCTION OF THE TENNESSEE RIVERWALK DOWNTOWN SEGMENT PHASE 1 AND 2, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

- WHEREAS,** Hamilton County and a number of local public and private partners are working together to extend the Tennessee Riverwalk from Ross's Landing to St. Elmo; and;
- WHEREAS,** in order to facilitate further extension of the Tennessee Riverwalk, payment to CSX Transportation, Inc. for easements totaling \$30,000.00 is required; and;
- WHEREAS,** 80% of the funding cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds; and;

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

**That authorization of payment to CSX Transportation, Inc. for easements necessary for construction of the Tennessee Riverwalk Downtown Segment Phase 1 and 2 totaling \$30,000.00 is approved, and the County Mayor is authorized to execute the attached or similar easement.**

**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

January 15, 2014

Date

## DEED OF EASEMENT

THIS EASEMENT DEED, made as of \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and HAMILTON COUNTY whose mailing address is c/o Real Property Office, 123 E. 7<sup>th</sup> Street, Chattanooga, TN 37402, hereinafter called "Grantee"; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, five (5) non-exclusive permanent vehicular and pedestrian crossing easements, on, over or across Grantor's property at Chattanooga, County of Hamilton, State of Tennessee, hereinafter designated "the Easements", which Easements are more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose of the construction of the Downtown Riverwalk project.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easements are imposed for any and all railroad purposes consistent with Grantor's operations and needs, including but not limited to the placement, repair, relocation and removal of fiber optic cable, and the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's tracks and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easements.

TO HAVE AND TO HOLD the Easements and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easements, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

Said roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made between CSX Transportation, Inc. and Hamilton County dated \_\_\_\_\_, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.

Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Easements from flowing over Grantor's tracks and adjacent properties.

Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easements, or otherwise damage the same in any way.

Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.

If, at any time, the Easements herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Stephen A. Crosby  
Print Title: President, CSX Real Property, Inc.,  
signing on behalf of CSX  
Transportation, Inc.

\_\_\_\_\_

Attest \_\_\_\_\_ (SEAL)  
Secretary  
Print Name: \_\_\_\_\_

This instrument prepared by  
or under the direction of:

Kim R. Bongiovanni  
Assistant General Counsel  
Law Department  
500 Water Street  
Jacksonville, Florida 32202

**Return to:** Hamilton County  
c/o Real Property Office  
123 E. 7<sup>th</sup> Street  
Chattanooga, TN 37402

STATE OF FLORIDA        )  
                                  ) SS.  
COUNTY OF DUVAL        )

I, \_\_\_\_\_, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President-CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(SEAL)  
Notary Public  
Print Name:  
My commission expires on:

**EXHIBIT A**

Description of Easement at: Chattanooga, Hamilton County, Tennessee  
To: Hamilton County  
CSXT Deed File No.: 2013-10923

INSERT LEGAL DESCRIPTIONS OR PROVIDE COPY OF DESCRIPTION PROVIDED BY  
GRANTEE

**LEGAL DESCRIPTION**

**Easement for Pedestrian Path  
No. SK-003A**

Being an Easement for a Pedestrian Path located on CSX property as identified and shown on Exhibit Drawing SK-003A and is located in the City of Chattanooga, Hamilton County, Tennessee, said permanent easement being more particularly described as follows:

COMMENCING at a point which marks the Southeast corner of the PSC Metals, Inc. property as shown on plat of record in Plat Book 54, Page 184, R.O.H.C.

THENCE North 24 degrees, 30 minutes, 22 seconds East a distance of 48.25 feet along the Eastern boundary of the PSC Metals, Inc. property to a point;

THENCE North 49 degrees, 10 minutes, 58 seconds West a distance of 58.30 feet along the Northern boundary of the PSC Metals, Inc. property to a point located at Tennessee State Grid Coordinates of N=257,731.47 and E=2,170,420.19, coordinates based on North American Datum 1983 (NAD 83) all bearings are based on said system, all distances are horizontal ground, said location marks the POINT OF BEGINNING;

THENCE North 50 degrees, 06 minutes, 23 seconds West a distance of 88.09 feet along the Northern boundary of the PSC Metals, Inc. property to a point;

THENCE with a curve to the left (counter clockwise) an arc distance of 54.19 feet, having a radius of 617.75 feet, a delta angle of 05 degrees, 01 minutes, 33 seconds and a chord of North 52 degrees, 50 minutes, 55 seconds West a distance of 54.17 feet along the Northern boundary of the PSC Metals, Inc. property to a point;

THENCE North 25 degrees, 45 minutes, 15 seconds West a distance of 21.17 feet;

THENCE North 24 degrees, 02 minutes, 43 seconds East a distance of 36.38 feet;

THENCE South 42 degrees, 21 minutes, 57 seconds East a distance of 84.47 feet along the Southern boundary of the Industrial Development Board of Chattanooga property to a point;

THENCE South 45 degrees, 03 minutes, 36 seconds East a distance of 70.39 feet along the Southern boundary of the Industrial Development Board of Chattanooga property to a point;

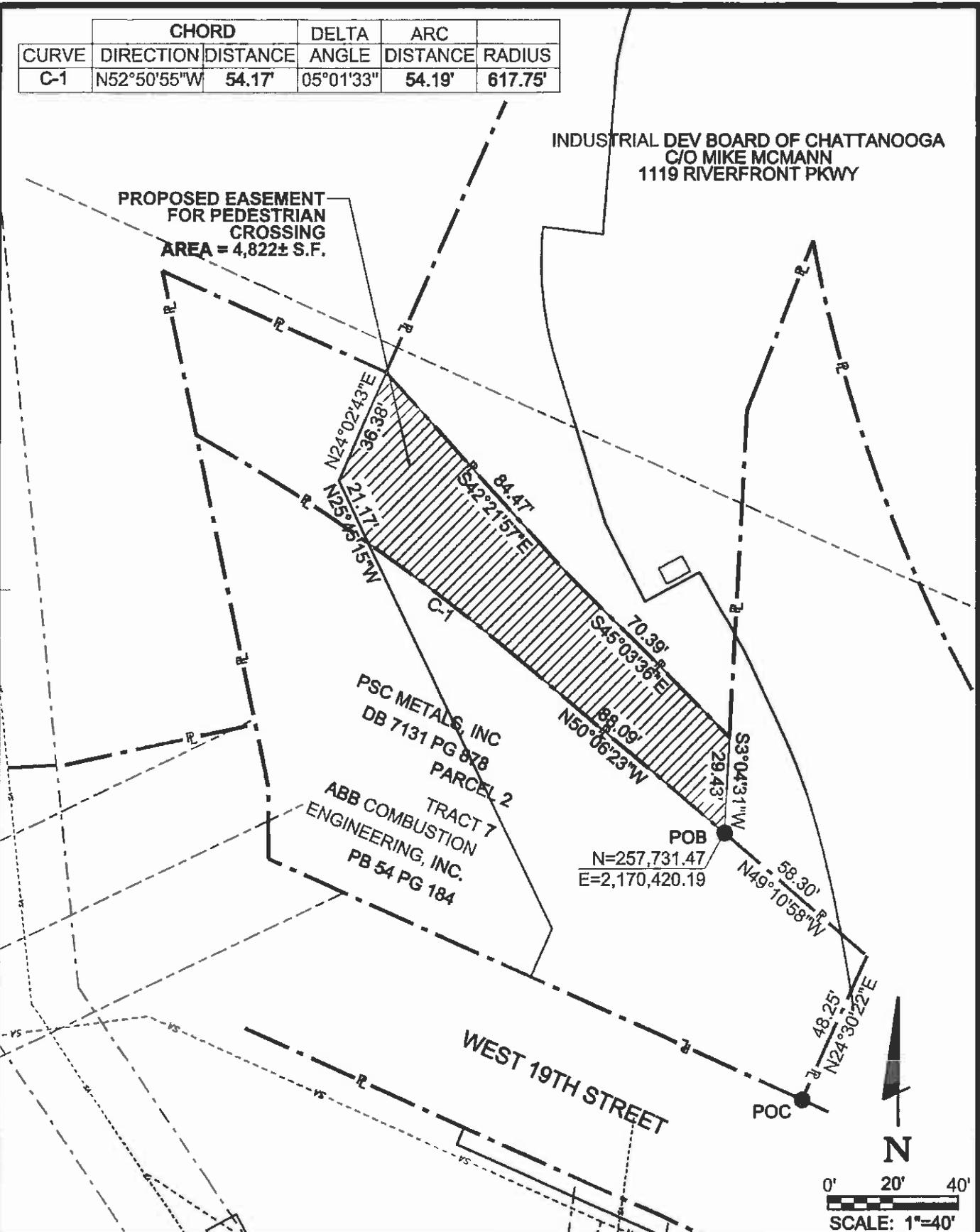
THENCE South 03 degrees, 04 minutes, 31 seconds West a distance 29.43 feet to the POINT OF BEGINNING.

Containing 4,822 square feet, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. drawing number SK-003A-CSX.

CURVE	CHORD		DELTA	ARC	
	DIRECTION	DISTANCE	ANGLE	DISTANCE	RADIUS
C-1	N52°50'55"W	54.17'	05°01'33"	54.19'	617.75'

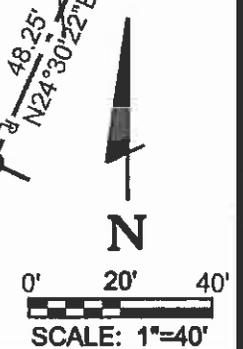
INDUSTRIAL DEV BOARD OF CHATTANOOGA  
C/O MIKE MCMANN  
1119 RIVERFRONT PKWY

PROPOSED EASEMENT  
FOR PEDESTRIAN  
CROSSING  
AREA = 4,822± S.F.



PSC METALS, INC  
DB 7131 PG 878  
PARCEL 2  
TRACT 7  
ABB COMBUSTION  
ENGINEERING, INC.  
PB 54 PG 184

WEST 19TH STREET



**BWSC**  
ENGINEERS PLANNERS  
LANDSCAPE ARCHITECTS AND SURVEYORS

**BARGE WADDONER  
SUMNER &  
CANNON, INC.**  
PLANNERS AND SURVEYORS

300 Market Street, Suite 300 Chattanooga, Tennessee 37402  
PHONE 423-263-0800 FAX 423-263-0877

PROPOSED EASEMENT FOR PEDESTRIAN PATH

**DOWNTOWN RIVERWALK - PHASE I & II**  
CHATTANOOGA, TN

DRAWN BY: BSP	CHECKED BY: JRB
DRAWING NO: SK-003A-CSX	
PROJECT NO.: 34786-03	DATE: 07/02/2013

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**LEGAL DESCRIPTION**

**Easement for Pedestrian Path  
No. SK-004A**

Being an Easement for a Pedestrian Path located within corporate limits of the City of Chattanooga, Hamilton County, Tennessee, known as The Downtown Riverwalk – Phase I and II, for a portion of the CSX Railroad Right-of-Way with the center of crossing located at geographic coordinates; Latitude 35 Degrees 01 Minutes 24 Seconds North and Longitude 85 Degrees 19 Minutes 19 Seconds West, and having Tennessee State Plane Coordinates of North 251,829.13 and East 2,171,516.55, said Easement being more particularly described as follows:

BEGINNING at a point on the Southern margin of the CSX Right-of-Way along the Western margin of the proposed Pedestrian Path, said point being State Plane Coordinate North 251,762.39 Feet and East 2,171,470.17 feet;

THENCE, North 13 Degrees 08 Minutes 10 Seconds East, 143.94 Feet crossing the Railroad Right-of-Way to a point in the Northern margins of said Right-of-Way;

THENCE, 323.15 Feet along the arc of a curve to the right, having a radius of 1,199.87 feet and a central angle of 15 Degrees 25 Minutes 51 Seconds, a chord bearing of North 67 Degrees 22 Minutes 58 Seconds East, a chord distance of 322.17 feet;

THENCE, South 16 Degrees 55 Minutes 28 Seconds East, a distance of 20.82 feet, leaving said Northerly margin along the Eastern line of the herein described Easement;

THENCE, South 79 Degrees 16 minutes 00 Seconds West a distance of 6.71 Feet along the Southerly line of said Easement to a point;

THENCE, South 84 Degrees 28 Seconds 06 Seconds West a distance of 59.21 feet continuing along said line to a point;

THENCE, South 69 Degrees 46 Minutes 10 Seconds West a distance of 46.33 feet continuing along said line to a point;

THENCE, South 68 Degrees 49 Minutes 33 Seconds West a distance of 86.95 feet continuing along said line to a point;

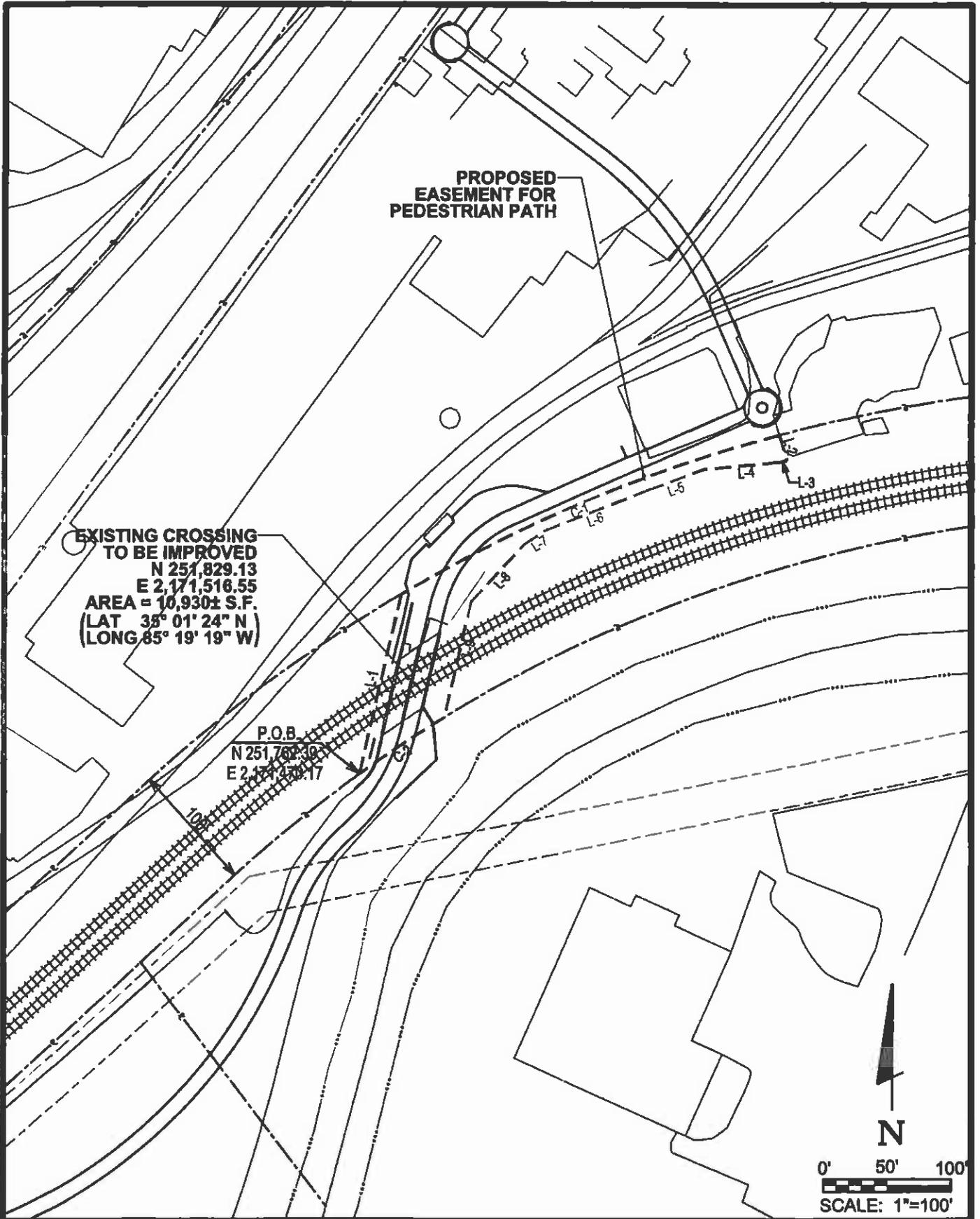
THENCE, South 56 Degrees 39 Minutes 21 Seconds West a distance of 19.82 Feet continuing along said line to a point;

THENCE, South 43 Degrees 10 Minutes 55 Seconds West a distance of 60.89 feet continuing along said line to a point;

THENCE, South 13 Degrees 08 Minutes 10 Seconds West a distance of 92.87 feet crossing said Railroad Right-of-Way to a point in the South margin of the Right-of-Way;

THENCE, 80.00 Feet along the arc of a curve to the left, having a radius of 1,099.87 feet, a chord bearing of South 56 Degrees 35 Minutes 07 Seconds West, a chord distance of 79.98 feet to the POINT OF BEGINNING.

Containing 10,930 Square Feet as shown on the attached Exhibit Drawings entitled "Existing Crossing To Be Improved & Proposed Easement for Pedestrian Path", Prepared By Barge Waggoner Sumner & Cannon, Inc., being Sheets 1 and 2 of Drawing No. SK-004A, dated June 25, 2013.



06/25/2013  
 34798-03  
 34798-03

**BWSC**  
**BARGE WADSWORTH SUMNER & CANNON, INC.**  
 ENGINEERS PLANNERS  
 LANDSCAPE ARCHITECTS AND SURVEYORS  
 1110 Market Street, Suite 600 Chattanooga, Tennessee 37402  
 PHONE (423) 263-4444 FAX (423) 263-4477

**EXISTING CROSSING TO BE IMPROVED & PROPOSED EASEMENT FOR PEDESTRIAN PATH**

**DOWNTOWN RIVERWALK - PHASE I & II**  
 CHATTANOOGA, TN

DRAWN BY: BSP	CHECKED BY: TCS
DRAWING NO.: SK-004A	
SHEET 1 OF 2	
PROJECT NO.: 34798-03	DATE: 06/25/2013

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**LEGAL DESCRIPTION**

**Easement for Pedestrian Path**

**No. SK-005A**

Being an Easement for a Pedestrian Path located within the corporate limits of the City of Chattanooga, Hamilton County, Tennessee, known as The Downtown Riverwalk – Phase I and II, for a portion of the CSX Railroad Right-of-Way with the Easement being an approximate triangular portion of the CSX Railroad Right-of-Way adjacent to the Westerly margin of said Right-of-Way, being beneath the Interstate 24 eastbound entrance ramp bridge and being more particularly described as follows:

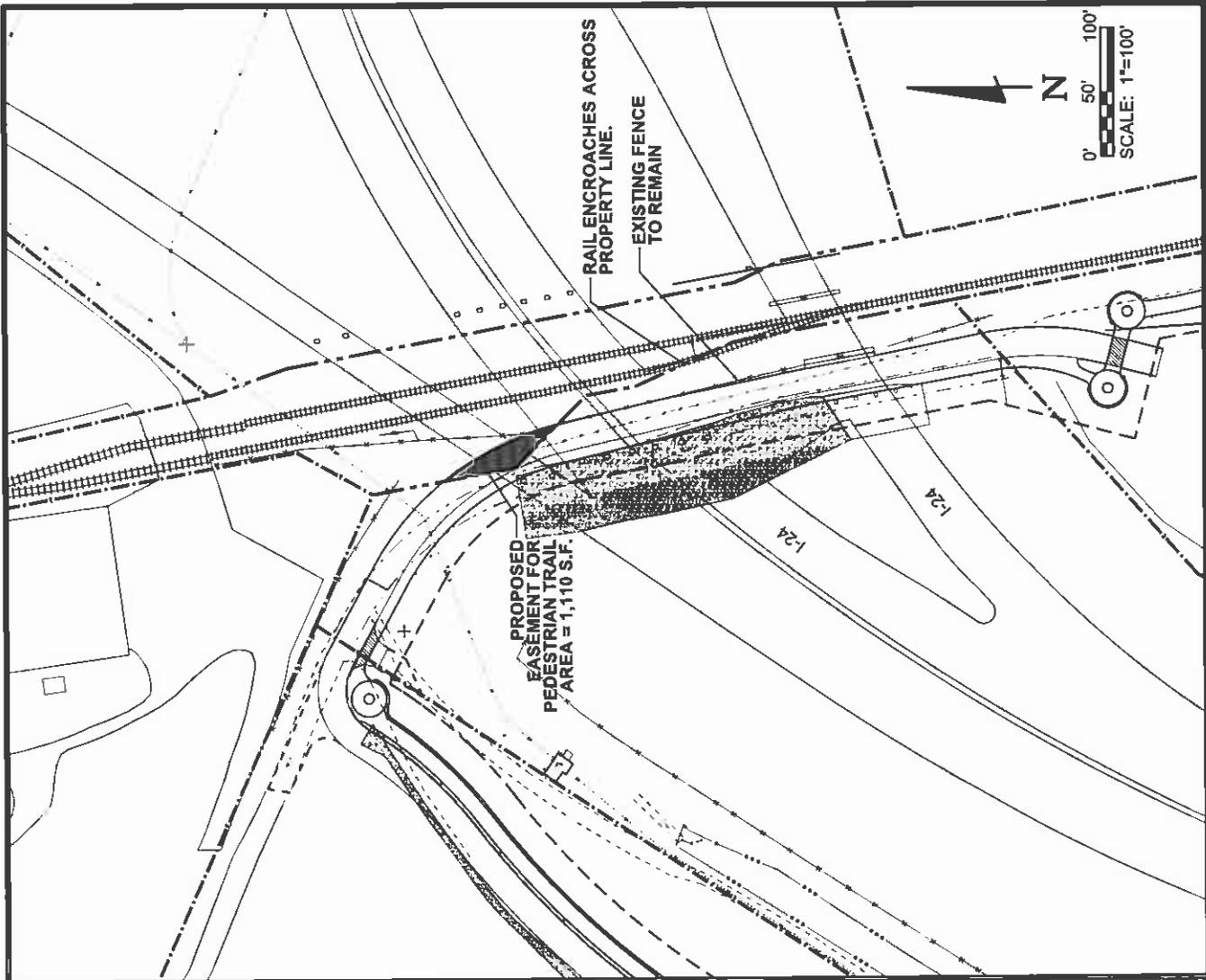
Beginning at the point of intersection of the Eastern margin of the Pedestrian Path with the Western margin of the said CSX Railroad Right-of-Way, said point being located at State Plane Coordinate North 254,985.42 East and East 2,171,793.09 East, and further being 58.3 Feet, more or less, South of an existing property corner;

THENCE, 99.42 Feet along the arc of a curve to the right, having a radius of 225.50 Feet and a central angle of 25 Degrees 15 Minutes 40 Seconds, a chord bearing of South 26 Degrees 03 Minutes 41 Seconds East, a chord distance of 98.62 Feet along the Eastern margin of the Pedestrian Path to a point;

THENCE, North 44 Degrees 47 Minutes 21 Seconds West a distance of 47.44 Feet along the Western margin of the said CSX Right-of-Way to a point;

THENCE, North 10 Degrees 13 Minutes 21 Seconds West a distance of 55.81 feet continuing along the said Western margin to the Point of Beginning.

Containing 1,111 square feet, more or less, as shown on the attached Exhibit Drawings entitled "Proposed Easement for Pedestrian Path", prepared by Barge Waggoner Sumner & Cannon, Inc., being Drawing No. SK-005A, dated March 5, 2013.



<b>BWSC</b> BARBE WAGNER & BUNNER & CANNON, INC. ENGINEERS PLANNERS LANDSCAPE ARCHITECTS AND SURVEYORS <small>1115 South Tower, 4th Floor, Chattanooga, Tennessee 37403          Phone: 423.263.8800 Fax: 423.263.8801</small>	<b>PROPOSED EASEMENT FOR PEDESTRIAN PATH</b>	
	DRAWN BY BSP	CHECKED BY JRB
DRAWING NO. SK-005A-CSX		PROJECT NO. 34798-03
DATE 08/13/2013		PROJECT NO. 34798-03
<b>DOWNTOWN RIVERWALK - PHASE I &amp; II</b> CHATTANOOGA, TN		

10/2/2013 P:\Projects\34798\34798A-CSX.dwg

**LEGAL DESCRIPTION**

**Easement for Pedestrian Path**

**No. SK-006A**

**CROSSING "C-1"**

Being an Easement for a Pedestrian Path located within the corporate limits of the City of Chattanooga, Hamilton County, Tennessee, known as the Downtown Riverwalk – Phase I and II, for a portion of the CSX Railroad Right-of-Way with the center of crossing located at geographic coordinates, Latitude 35 Degrees 01 Minutes 42 Seconds North and Longitude 85 Degrees 19 Minutes 12 Seconds West, and having Tennessee State Plane Coordinates of North 253,743.85 Feet and East 2,172,121.75 Feet, said Easement being more particularly described as follows:

BEGINNING at a point at the intersection of the Southern line of said Easement with the Western margin of the CSX Railroad Right-of-Way, said point having State Plane Coordinates of North 253,723.01 Feet and East 2,172,089.98 Feet;

THENCE, North 10 Degrees 20 Minutes 24 Seconds West a distance of 100.00 Feet along the said CSX Railroad Western margin to a point;

THENCE, North 79 Degrees 58 Minutes 26 Seconds East a distance of 70.59 Feet along the Northern Easement line to appoint in the Eastern margin of said CSX Railroad Right-of-Way;

THENCE, South 10 Degrees 01 minutes 34 Seconds East a distance of 100.00 Feet along the CSX Western margin to appoint in the Southern line of said Easement;

THENCE, South 79 Degrees 58 Minutes 26 Seconds West a distance of 70.04 Feet to the POINT OF BEGINNING.

**CROSSING "C-2"**

Being an Easement for a Pedestrian Path located within the corporate limits of the City of Chattanooga, Hamilton County, Tennessee, known as the Downtown Riverwalk – Phase I and II, for a portion of the CSX Railroad Right-of-Way with the center of crossing located at geographic coordinates, Latitude 35 Degrees 01 Minutes 32 Seconds North and Longitude 85 Degrees 19 minutes 17 Seconds West, and having Tennessee State Plane Coordinates of North 252,647.84 Feet and East 2,171,678.35 Feet, said Easement being more particularly described as follows:

Beginning at a point of intersection of the Northern Easement line with the Eastern CSX Railroad Right-of-Way, said point having State Plane Coordinates of North 252,694.99 Feet and East 2,171,757.66 Feet;

THENCE, South 36 Degrees 23 Minutes 50 Seconds West a distance of 100.00 Feet along the Eastern margin of said Right-of-Way to a point in the Southern line of said Easement;

THENCE, North 53 Degrees 36 Minutes 10 Seconds West a distance of 70.73 Feet crossing said Right-of-Way along the Southern line of said Easement to a point in the Western margin of said Right-of-Way;

THENCE, North 36 Degrees 22 Minutes 10 Seconds East, a distance of 100.00 feet along the said Western margin to a point in the Northern line of said Easement;

THENCE, South 53 Degrees 36 Minutes 10 Seconds East a distance of 70.78 feet along the Northern Easement line to the POINT OF BEGINNING.

Easement "C-1" containing 7,032 square feet, more or less, and Easement "C-2" containing 7,076 square feet, more or less, as shown on the attached Exhibit Drawing entitled "Proposed Vehicular/Pedestrian Crossing", prepared by Barge Waggoner Sumner & Cannon, Inc., having Drawing Number SK006A, dated July 2, 2013.

**LINE DATA**

LINE	BEARING	DISTANCE
L-1	S 36° 23'50"W	100.00'
L-2	N 53° 36'10"W	70.73'
L-3	N 36° 22'10"E	100.00'
L-4	S 53° 36'10"E	70.78'
L-5	N 10° 20'24"W	100.00'
L-6	N 79° 58'26"E	70.59'
L-7	S 10° 01'34"E	100.00'
L-8	S 79° 58'26"W	70.04'

PROPOSED VEHICULAR/PEDESTRIAN  
CROSSING "C-1"  
AREA = 7,032± S.F.  
N 253743.85  
E 2172121.75  
LAT: 35° 01' 42" N  
LONG: 85° 19' 12" W

P.O.B.  
N 253,723.01  
E 2,172,089.99

EXISTING VEHICULAR  
CROSSING TO BE CLOSED  
N 253409.16  
E 2172139.95  
LAT: 35° 01' 39" N  
LONG: 85° 19' 12" W

PROPOSED  
VEHICULAR/PEDESTRIAN  
CROSSING "C-2"  
AREA = 7,076± S.F.  
N 252847.84  
E 2171678.35  
LAT: 35° 01' 32" N  
LONG: 85° 19' 17" W

EXISTING VEHICULAR  
CROSSING TO BE  
CLOSED  
N 252608.32  
E 2171649.25  
LAT: 35° 01' 31" N  
LONG: 85° 19' 17" W

P.O.B.  
N 252,894.99  
E 2,171,757.68

CHESTNUT STREET

UNITS/12' CROSSING  
2540 2540 Street



0' 70' 140'  
SCALE: 1"=140'

**BWSC**

BARGE  
WAGGONER  
SUMNER &  
GANNON, INC.

ENGINEERS PLANNERS  
LANDSCAPE ARCHITECTS AND SURVEYORS

100 Market Street, Suite 1000 Chattanooga, Tennessee 37402  
PHONE: (423) 263-6666 FAX: (423) 263-6677

PROPOSED VEHICULAR/PEDESTRIAN CROSSING

DOWNTOWN RIVERWALK - PHASE I & II  
CHATTANOOGA, TN

DRAWN BY: BSP	CHECKED BY: TCS
DRAWING NO. 1 SK-006A	
PROJECT NO. 1 34798-03	DATE: 07/02/2013



## Hamilton County Board of Commissioners RESOLUTION

No. 114-27

A RESOLUTION (1) ESTABLISHING THE MINIMUM BID AMOUNT FOR CERTAIN PARCELS OF PROPERTY ACQUIRED BY HAMILTON COUNTY THROUGH PREVIOUS DELINQUENT TAX SALES, (2) AUTHORIZING THE OFFER OF SAID PARCELS FOR SALE AT THAT MINIMUM BID AMOUNT, AND (3) AUTHORIZING CERTAIN SAID PARCELS TO BE OFFERED FOR SALE FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT OF TAXES, PENALTY, COST, AND INTEREST ACCUMULATED AGAINST THE PROPERTY.

WHEREAS, on September 15, 1982, the Hamilton County Board of Commissioners adopted Resolution No. 982-28 creating the Delinquent Tax Property Disposition Special Committee to aid in the disposition of property acquired by Hamilton County through delinquent tax sales; and,

WHEREAS, said Special Committee along with the County Mayor has placed a fair price on each parcel of such property as required by Tennessee Code Annotated, Section 67-5-2507; and,

WHEREAS, provided that it appears impossible to sell any tract of said property for the total amount of taxes, penalty, cost, and interest accumulated against the property, pursuant to Tennessee Code Annotated, Section 67-5-2507, upon application, the Hamilton County Board of Commissioners may authorize those parcels for sale at some lesser amount, and it is the recommendation of said Special Committee along with the County Mayor, same being the minimum bid amount; and,

WHEREAS, the fair price hereinafter referred to as the minimum bid amount, was determined to be a fair and reasonable price.

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

That the parcels of property listed on the attached list which were acquired through previous delinquent tax sales are hereby offered for sale at the minimum bid amount shown which has been determined to be a fair and reasonable price, all parcels identified by State Tax Map Numbers, the complete list and bidding information being attached and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

January 15, 2014

\_\_\_\_\_

Date

January 2014

## **Hamilton County Property For Sale**

### **Attention: Bidders**

During the next several months the Hamilton County Real Property Office will be selling property acquired by Hamilton County through previous delinquent tax sales.

The state tax map identification number and the approximate address of each parcel of this property are enclosed in this package.

Also enclosed are the Steps to Follow Before Bidding on Property, Bidding Instructions outlining the bidding procedures, and the Payment Procedures & Forfeit Policy. It is very important that you read this information carefully.

If you have questions or would like your name removed from the mailing list, please contact the Hamilton County Real Property Office at 209-6444.

Enclosures:   Steps to Follow Before Bidding on Property  
                  Bidding Instructions  
                  Payment Procedures & Forfeit Policy  
                  Important Dates For 2014 Sale  
                  Property List  
                  Bid Form

Check internet for property listing at: [www.hamiltontn.gov/realproperty](http://www.hamiltontn.gov/realproperty)  
and [www.chattanooga.com](http://www.chattanooga.com)

## IMPORTANT DATES TO REMEMBER FOR 2014 PROPERTY SALE

Monday	January 20	Ad-Chattanooga Times/Free Press
Monday	February 17	Sealed bids due by 4:00 p.m.
Tuesday	February 18	Bid Opening – County Commission Room - 9:00 a.m.
Monday	February 24	Legal Notice in newspaper and <a href="http://www.hamiltontn.gov/realproperty">www.hamiltontn.gov/realproperty</a>
Thursday	March 6	Letter of Intent due by 4:00 p.m.
Friday	March 14	Balance Due by 12 noon (properties without increase)
Tuesday	March 18	Bid Off – County Commission Room – 9:00 a.m.
Thursday	March 20	Balance due by 12:00 noon

**Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made.**

## HAMILTON COUNTY 2014 PROPERTY SALE

### STEPS TO FOLLOW BEFORE BIDDING ON PROPERTY

1. **READ BIDDING INSTRUCTIONS and Payment Procedures & Forfeit Policy.**
2. Mark the parcels of property on the sale list that you are interested in purchasing.
3. Use the **STATE TAX MAP NUMBER** to identify the property on the state tax maps. Maps are available in the **REAL PROPERTY OFFICE** located downtown in the Mayfield Annex, or the **ASSESSOR OF PROPERTY OFFICE**, located at 6135 Heritage Park Drive in the Bonny Oaks Industrial & Office Park.
4. Have your list and correct State Tax Map Number available when calling any office to obtain information regarding property.
5. Check zoning, subdivision, and building permit information at the **REGIONAL PLANNING AGENCY**, Development Resource Center, 1250 Market Street, (423) 668-2287.
6. After identifying the location and size of the property and checking any other property information, **GO TO THE PROPERTY LOCATION IN PERSON AND IDENTIFY THE PROPERTY BEFORE SUBMITTING A BID.** Personal on-site inspection of the property is strongly recommended.
7. Call the **HAMILTON COUNTY REAL PROPERTY OFFICE** at (423) 209-6444 for questions.
8. Submit bids on the Bid Form provided by the Real Property Office.
9. **PAYMENTS: SEE PAYMENT PROCEDURE & FORFEIT POLICY (attached).**
10. **IMPORTANT NOTICE TO PURCHASERS OF COUNTY PROPERTY:**

Hamilton County sells property, which it has obtained when the owner fails to pay taxes. Hamilton County attempts to follow all necessary steps to comply with the State Law in the acquisition and disposition of this property. Hamilton County does not and cannot make any warranties, covenants or representations as to the status or quality of the title to this property. Each buyer must ascertain the legal status of the title to this property. Hamilton County makes no warranties or representations of any kind regarding the previous use of any property as to hazardous waste, or whether there may be such problems as boundary disputes, limited restrictions on use of the properties for purposes of zoning classification, subdivision restrictions, building permit restrictions, and the like. Hamilton County makes no warranties or representations concerning the condition of the property. The property will be sold "as is" with no warranties expressed or implied as to improvements, soil conditions, environmental, or wetland issues. It is the responsibility of each buyer to determine the historical use of the property.

Announcements made at the Bid-Opening and Bid-Off will take priority over written material provided by the Real Property Office for this property sale. Prior to bidding, all interested parties should carefully check all items such as: state tax map number, location, lot size, current zoning, and future use of the property. It is the responsibility of prospective purchasers to make their own decisions to verify the accuracy of any written information.

Hamilton County Real Property Office    4<sup>th</sup> Floor Mayfield Annex    123 E. 7<sup>th</sup> Street    Chattanooga, TN 37402  
(423) 209-6444

## HAMILTON COUNTY 2014 PROPERTY SALE BIDDING INSTRUCTIONS

The property shown on the attached list, which was acquired by Hamilton County through previous delinquent tax sales, will be offered for sale. All properties are for purchase only, no rent, no subsidy.

1. Bids for each parcel of property must be submitted on a separate bid form enclosed with this packet. The bid form also may be printed from our website at [www.hamiltontn.gov/realproperty](http://www.hamiltontn.gov/realproperty) or may be picked up at the Real Property Office. Bid forms may be copied.
2. Type or clearly print the following information on the bid form:
  - \*State Tax Map Number identifying the property (see attached list)
  - \*Approximate address of the property (see attached list)
  - \*Name of bidder
  - \*Mailing address (street, city, state & zip code) of bidder
  - \*Telephone number(s) of bidder
  - \*Amount of bid
  - \*Signature of bidder
3. Place each separate bid in an envelope and seal.
4. Write only the State Tax Map Number on the front of each sealed envelope.
5. Hand deliver or mail sealed bids to the Hamilton County Real Property Office. If you mail your sealed bids, place the sealed bid envelope(s) inside the mailing envelope.

Mailing address: Hamilton County Real Property Office  
4th Floor Mayfield Annex  
123 E. 7th Street  
Chattanooga, TN 37402

6. All bids must be received by the Hamilton County Real Property Office no later than **4:00 p.m. on Monday, February 17, 2014.**
7. Deposits are not required in order to submit a bid. **DO NOT SEND MONEY WITH YOUR BID.** Deposits must be paid at the Bid-Opening at the time the high bid is established. (See Payment Procedures & Forfeit Policy.)
8. Sealed bids will be opened publicly at **9:00 a.m.** in the **HAMILTON COUNTY COMMISSION ROOM (Room 402), HAMILTON COUNTY COURTHOUSE** on **Tuesday, February 18, 2014.**

9. **THE BIDDER OR A REPRESENTATIVE MUST BE PRESENT AT THE BID OPENING to pay the 10% deposit at the time the high bidder is established. (See Payment Procedures & Forfeit Policy.)**
10. **PAYMENT:** The high bidder at the Bid-Opening must pay a ten percent (10%) **cash** deposit immediately at the time the high bid is awarded. **THE EXACT AMOUNT OF CASH FOR THE 10% DEPOSIT IS REQUIRED. Change will not be available.**
11. Following the public Bid-Opening, a legal notice will be placed in the local daily newspaper on **Monday, February 24, 2014**, showing each parcel of property on which a bid is placed (identified by State Tax Map Number), the name of the high bidder, and the amount of the high bid.
12. During the ten (10) days following publication of the legal notice, any person may offer to increase the high bid by at least ten percent (10%). All offers to increase must be submitted in writing on the Increase Forms available from the Real Property Office and received by the Hamilton County Real Property Office no later than **4:00 p.m. on Thursday, March 6, 2014.**
13. The original high bidder will be notified in writing whether or not an intent to increase is received. **(If an intent to increase is NOT received, the balance is due by 12:00 noon on Friday, March 14, 2014.)** The original high bidder and those individuals who submitted a Letter of Intent to Increase the Bid must appear in the Hamilton County Commission Room (Room 402) of the Hamilton County Courthouse at the **Bid-Off at 9:00 a.m. on Tuesday, March 18, 2014.**
14. Each parcel of property will be sold to the person making the highest and best bid. Hamilton County reserves the right to deny any and all bids. Hamilton County Government is in compliance with the guidelines and procedures of Title VI of the Civil Rights Act of 1964 and does not discriminate on the basis of race, color, or national origin.
15. Deposits are considered a commitment to purchase the property and are subject to forfeit. See the Payment Procedure & Forfeit Policy. Refunds on deposits will be mailed within two weeks after the Bid-Off.
16. If no bids are received on a parcel, that property must be held over to the next annual property sale.
17. Addresses and lot sizes are approximate. **State Tax Map Numbers** are the correct identification for the property.
18. **IMPORTANT NOTICE TO PURCHASERS OF COUNTY PROPERTY**

Hamilton County sells property, which it has obtained when the owner fails to pay taxes. Hamilton County attempts to follow all necessary steps to comply with the State Law in the acquisition and disposition of this property. Hamilton County does not and cannot make

any warranties, covenants or representations as to the status or quality of the title to this property. Each buyer must ascertain the legal status of the title to this property.

Hamilton County makes no warranties or representations of any kind regarding the previous use of any property as to hazardous waste, or whether there may be such problems as boundary disputes, limited restrictions on use of the properties for purposes of zoning classification, subdivision restrictions, building permit restrictions, and the like. Hamilton County makes no warranties or representations concerning the condition of the property. The property will be sold "as is" with no warranties expressed or implied as to improvements, soil conditions, environmental, or wetland issues. It is the responsibility of each buyer to determine the historical use of the property.

Announcements made at the Bid-Opening and Bid-Off will take priority over written material provided by the Real Property Office for this property sale. Prior to bidding, all interested parties should carefully check all items such as: state tax map number, location, lot size, current zoning, and future use of the property. It is the responsibility of prospective purchasers to make their own decisions to verify the accuracy of any written information.

19. Hamilton County reserves the right to:
  - reject any or all bids
  - waive any informality or irregularity in any bid
  - withdraw a property prior to the bid opening
  - deny participation in the Bid-Opening or Bid-Off
  - retain the deposit if purchase is not completed (See the Payment Procedure & Forfeit Policy included in this packet.)
20. The property will be conveyed by Quitclaim Deed. Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made.
21. For further information, call the Hamilton County Real Property Office at (423) 209-6444.

# **HAMILTON COUNTY 2014 PROPERTY SALE**

## **Payment Procedure & Forfeit Policy**

### **BID-OPENING**

**Prior to attending the Bid-Opening, Bidders must be prepared to pay a 10% deposit for each parcel of property on which a bid is submitted.**

1. The 10% deposit must be paid immediately when the high bid is established. Bids will not be opened on the next parcel of property until the deposit is made.
2. The 10% deposit may be made by cash, certified check or money order. Certified checks or money orders should be made payable to **Hamilton County Trustee**.
3. **Personal checks will not be accepted.**
4. **Change will not be available at the Bid-Opening. If paying by cash, you must have the exact amount needed to pay the deposit on each parcel of property.**

### **BID-OFF**

**Bidders at the Bid-Off must be prepared to pay at least the 10% deposit for each high bid awarded.**

Before the Bid-Off, it is recommended that you keep a record of your bids, establish the maximum bid amount you can pay, and be prepared to pay a minimum 10% deposit or the balance.

1. If a letter of intent to increase is received, the original high bidder will be notified by mail. The original bidder (or a representative) and the person(s) increasing the bid (or a representative) must appear at the Bid-Off to pay either the 10% deposit, additional deposit, or the balance.
2. If a letter of intent to increase is not received and the original high bidder withdraws the bid, the 10% deposit will be forfeited.
3. If the original high bidder is outbid at the Bid-Off, the original 10% deposit will be refunded to the original high bidder by mail within two weeks after payment deadline.
4. **If the high bidder from the Bid-Opening is not present at the Bid-Off, the deposit will be forfeited.**

## **Bid-Off (cont.)**

5. If the full 10% deposit is not paid at the time the high bid is established, the high bidder will be disqualified and the second high bidder will be required to pay a 10% deposit at that time.
6. If the original high bidder from the Bid-Opening is awarded the high bid at the Bid-Off, an additional deposit for the difference in the original bid and 10% of the new high bid is required to be paid **IMMEDIATELY AT THE TIME THE HIGH BID IS ESTABLISHED.**

Example: The original high bid at the Bid-Opening is \$200. A \$20 deposit is paid by the high bidder.

At the Bid-Off the final bid is \$500. The original high bidder must pay an additional \$30 to total a \$50 deposit.

7. If the original high bidder is outbid at the Bid-Off, the new high bidder is required to pay a 10%, nonrefundable deposit immediately.

## **FINAL PAYMENTS**

**The balance is due on Thursday, March 20, 2014, no later than 12 noon in the Hamilton County Real Property Office.**

1. **Cash will no longer be accepted for the balance due.**
2. The balance must be made by certified check or money order. Certified checks or money orders should be made payable to **Hamilton County Trustee.**
3. If the high bidder from the Bid-Off **does not** purchase the property, the 10% deposit is forfeited.
4. Hamilton County Government **does not** make loans or finance property.
5. Deeds are recorded and mailed to the purchaser approximately 6-8 weeks after final payment is made. **Please note that Recording Fees must be paid separately from the Balance Due. Recording Fees may be paid by personal check, certified check or money order. Cash will not be accepted.**

Type	State Tax Map No.	Approximate Address	Area	Approximate Size	Zoning	Min. Bid
V	031-069	Judy Lane (unopened)	Flattop Mountain	1 Acre	A-1	\$110
V	031-075	Judy Lane (unopened)	Flattop Mountain	1 Acre	A-1	\$110
V	031-109.06	Young Road (unopened)	Gaylon Heights	5.48 Acres	A-1	\$200
V	0751-B-023	back of 1707 Lakewood Avenue	Soddy Daisy	56 x 197	R-5	\$100
S	081K-B-020	6515 Levi Road	Soddy Daisy	190 x 429 Irr	A-1	\$1,500
S	082-219.03	7316 Cline Road	Hixson	1.47 Acres	A-1	\$500
V	091J-C-007.02	back of 908 & 910 Old Lower Mill Road	Hixson	73 x 82 Irr	R-1	\$100
V	094J-B-002	8149 Lake Winds Drive	Harrison	100 x 321 Irr	R-1	\$200
V	108M-E-010	303 Red Oak Drive	Red Bank	100 x 130 Irr	R-2	\$250
V	111L-B-003	4800 Blk. Lone Hill Road	Harrison	23 x 210 Irr	R-2A	\$100
V	112E-A-004	6412 Fairest Drive	Harrison	97 x 190 Irr	R-2A	\$125
V	117F-C-001-- 008	1100 Blk. Glenhill Drive	Red Bank	7.9 Acres	R-1	\$500
S	117J-A-034	173 Dal Brown Road	Signal Hills	55 x 110 Irr	R-5	\$1,500
V	117K-D-001	Sims Drive	Red Bank	127 x 171 Irr	R-1A	\$125
V	117K-D-003	300 Blk. Sims Drive	Red Bank	106 x 200 Irr	R-1A	\$125
S	126C-E-034	153 Goodson Avenue	Red Bank	141 x 235 Irr	R-2	\$1,700
V	126F-B-017	Alden Avenue, back of 103--109	Red Bank	300 x 230 Irr	R-1A	\$100
V	127M-B-014	1000 Blk. Appling Street	E. Chattanooga	144 x 376	M-1	\$200
V	128K-C-010	4062 Glencoe Street	Bonny Oaks	75 x 140	R-1	\$350
V	128O-E-010	Campbell Street (unopened)	E. Chattanooga	704 x 137 Irr	R-1	\$100
V	128P-H-003	3000 Blk. Wheeler Avenue	E. Chattanooga	170 x 170 Irr	R-1	\$100
V	129I-B-010	4200 Blk. Hwy 153	Highway 153	212 x 125 Irr	R-1/R-2	\$100
V	131-008.05 & 008.06	8428 and 8434 Old Cleveland Pike	Ooltewah	131 x 212 Irr	A-1	\$2,500
S	132H-B-002	9232 Lee Highway	Collegedale	11 Acres	C-3	\$2.2 M
V	135F-G-003.01	300 Blk. Manufacturers Road	N. Chattanooga	23 x 58	C-3	\$100
V	136L-D-010	2017 Taylor Street	E. Chattanooga	80 x 90 Irr	R-2	\$350
V	136L-D-014	2009 Taylor Street	E. Chattanooga	75 x 135 Irr	R-2	\$350
V	136L-S-005.01	2500 Blk. McCrae Street	E. Chattanooga	48 x 184	R-1	\$200
S	136M-Q-015	2541 Hiwassee Street	E. Chattanooga	242 x 62 Irr	R-1/C-2	\$350
V	137N-E-009	3800 Blk. Mark Twain Circle	Dalewood	105 x 240 Irr	R-1	\$125
V	137O-H-021 & 022	3800 Blk. Rae Trail	Dalewood	225 x 225 Irr	R-1	\$600
S	140-014	4821 Pattentown Road	Summit	8 Acres	A-1	\$50,000
V	140-159	4900 Blk. Pattentown Road	Ooltewah	73 x 124 Irr	R-1	\$250
V	146C-C-019	1864 Newell Avenue	Orchard Knob	66 x 100	R-1	\$350
V	146C-H-006, 007 & 008	1000 Blk. Dodson Avenue	Orchard Knob	141 x 144 Irr	R-2	\$450
S	146D-C-034	1109 N. Chamberlain Avenue	E. Chattanooga	60 x 125	R-1	\$2,500
V	146F-H-007	2109 Raulston Street	Orchard Knob	95 x 88	R-1	\$325
V	146F-J-042	2119 Blackford Street	Orchard Knob	50 x 91	R-1	\$225
S	146F-L-034	715 Arlington Avenue	E. Chattanooga	43 x 200	R-2	\$1,000
V	146K-N-004.01	2000 Blk. Oak Street	Orchard Knob	75 x 21	R-1	\$100
S	146K-T-023	2211 Chamberlain Avenue	Highland Park	50 x 134	R-2	\$1,500
V	146L-F-016	Obey Street (unopened)	Ridgedale	50 x 150	R-1	\$100
V	146M-H-021	216 Buena Vista Drive	Missionary Ridge	50 x 135	R-2	\$250
V	146N-P-017	2400 Blk. Kirby Avenue	Ridgedale	40 x 135	R-2	\$175

Type	State Tax Map No.	Approximate Address	Area	Approximate Size	Zoning	Min. Bid
S	146O-V-022 & 023	2007 & 2009 Anderson Avenue	Highland Park	100 x 135	R-1	\$3,000
V	147F-C-001.02	1000 Blk. Talley Road	Shallowford Road	100 x 150	R-1	\$250
V	147F-E-020	4400 Blk. Woodmore Place	N. Moore Road	20 x 66 Irr	R-1	\$100
V	147G-K-009 & 010	Shallowford Road (unopened)	Eastdale	75 x 227	R-1	\$100
V	147P-D-010	Dellwood Place (unopened)	Dalewood	50 x 100	R-1	\$100
V	148J-D-001	6200 Blk. Vance Road (unopened)	Brainerd	16 x 441 Irr	M-1	\$100
V	149D-B-014	3900 Brock Road	East Brainerd	168 x 164 Irr	R-2	\$150
V	150J-C-005	8107 Cicero Trail	East Brainerd	80 x 150	R2-A	\$225
V	150P-E-036	2599 Gable Brook Drive	Brainerd	107 x 235 Irr	R-1	\$500
V	154B-D-001	3700 Blk. Kellys Ferry Road	Tiftonia	55 x 49 Irr	R-1	\$100
V	154J-B-016, 017, & 018	200 Blk. Wauhatchie Pike & Aster	Tiftonia	2.24 Acre	R-1	\$1,000
V	155C-G-008	2623 Carr Street	Alton Park	50 x 140	R-3	\$250
V	155M-B-018	3708 Dorris Street	Alton Park	50 x 140	R-2	\$125
V	155M-C-004	Park Drive	Alton Park	77 x 171 Irr	M-1	\$150
V	155N-H-009	605 W. 42nd Street	Alton Park	50 x 150	R-3	\$135
V	155N-J-020	3700 Blk. Chandler Avenue	Alton Park	25 x 111	R-3	\$100
V	156A-F-005	1314 E. 18th Street	Alton Park	56 x 145	R-2	\$350
V	156A-F-016	1800 Blk. Watauga Street	Highland Park	42 x 145	R-2	\$375
S	156A-G-006	1911 S. Greenwood Avenue	23rd Street	100 x 138	M-1	\$3,500
S	156C-K-024	1205 Peachtree Street	Ridgedale	50 x 83	R-2	\$3,500
V	156F-B-010	2513 E. 17th Street	Ridgedale	33 x 166	R-2	\$125
S	156F-J-010	1915 Buckley Street	Ridgedale	49 x 150	R-2	\$2,500
V	156G-B-019	2003 S. Beech Street	E. Main Street	65 x 90 Irr	R-2	\$350
S	156J-C-019	2106 E. 26th Street	Orchard Knob	46 x 125	R-2	\$1,800
S	156J-E-001	1900 E. 27th Street	Orchard Knob	50 x 125	R-2	\$2,500
S	156J-E-012	2132 E. 27th Street	Orchard Knob	46 x 120	R-2	\$1,900
S	156O-M-012	3011 12th Avenue	East Lake	50 x 150	R-1	\$1,800
V	156P-F-025	3203 Calhoun Avenue	Alton Park	80 x 100	R-2	\$175
S	156P-J-003	1906 E. 31st Street Place	Orchard Knob	50 x 135	R-1	\$3,000
V	157A-A-005.02	3300 Blk. Provence Street	Tunnel Blvd.	50 x 110	R-1	\$250
S	157C-A-027	4706 Midland Pike	Brainerd	50 x 85 Irr	R-2	\$1,500
V	157H-A-025	back of 103 S. Germantown Road	East Ridge	10 x 25	R-1	\$100
V	157O-D-018	300 Blk. S. Parkdale Avenue	Brainerd	8 x 150	R-1	\$100
V	158M-B-001	1200 Blk. Gunbarrel Road	East Brainerd	75 x 215 Irr.	R-1	\$125
V	167C-B-002	504 W. 42nd Street	Alton Park	100 x 90	R-3	\$150
V	167C-D-025	4400 Blk. Cain Avenue	Alton Park	50 x 126 Irr	R-3	\$250
V	167C-E-015 -- 018	Cain Avenue	Alton Park	195 x 230 Irr	R-3	\$350
V	167C-J-009	4508 Kirkland Avenue	Alton Park	50 x 145	R-3	\$500
V	167C-K-008	305 W. 42nd Street	Alton Park	45 x 79	M-1	\$375
V	167C-Q-011	4100 Blk. Central Avenue	Alton Park	50 x 60 Irr	R-3	\$400
V	167C-R-022	4215 Fagan Street	Alton Park	41 x 140	R-2	\$125
S	167D-B-002	4220 Fagan Street	Alton Park	40 x 140	R-2	\$1,100
S	167D-B-003 & 004	4218 Fagan Street	Alton Park	41 x 140	R-2	\$1,100
V	167D-C-003	4000 Blk. Fagan Street	Alton Park	40 x 140	R-2	\$250

Type	State Tax Map No.	Approximate Address	Area	Approximate Size	Zoning	Min. Bid
V	167D-D-016	3700 Blk. E. 38th Street	Alton Park	160 x 100 Irr	R-2	\$275
V	167F-D-001	4340 Dorris Street	Alton Park	74 x 140	R-2	\$250
S	167F-D-010	109 Workman Road	Alton Park	40 x 140	M-1	\$1,200
V	167F-D-014	4368 Dorris Street	Alton Park	40 x 140	R-2	\$175
V	167K-A-018	5103 Central Avenue	St. Elmo	130 x 142	R-2	\$450
V	167K-B-004	101 Lynchburg Street	Alton Park	50 x 145	R-2	\$125
V	167K-B-010	119 Lynchburg Street	Alton Park	150 x 145	R-2	\$125
V	167K-B-027	100 Blk. Lynchburg Street	Alton Park	50 x 140	R-2	\$125
V	167K-C-004	5213 Central Avenue	Alton Park	100 x 145 Irr	R-2	\$275
V	167K-C-005	5100 Blk. Bedford Avenue (unopened)	Alton Park	175 x 205 Irr	R-2	\$225
V	167K-C-008	100 Blk. Bedford Avenue	Alton Park	50 x 120	R-2	\$125
V	167N-A-002	5300 Blk. Slayton Avenue	Alton Park	50 x 145	R-2	\$135
V	167O-P-005	Summit Avenue	Alton Park	53 x 175 Irr	R-2	\$125
V	167O-P-009 & 010	100 Blk. Pulaski Street	Alton Park	140 x 205 Irr	R-2	\$165
V	167O-P-022	5300 Blk. Slayton Avenue	Alton Park	50 x 145	R-2	\$135
V	167O-Q-006	Slayton Avenue	Alton Park	50 x 145	R-2	\$135
S	168A-G-012	3307 4th Avenue	East Lake	35 x 147	R-1	\$2,500
V	168B-D-012	3414 6th Avenue	East Lake	33 x 140	R-1	\$125
V	168B-E-010	2311 E. 35th Street	Rossville Blvd.	32 x 140	R-1	\$125
V	168B-L-018	3107 12th Avenue	East Lake	50 x 150	R-1	\$500
V	168B-T-016	3100 E. 30th Street	East Lake	50 x 180	R-1	\$1,800
V	168I-H-013	2606 E. 44th Street	Rossville Blvd.	55 x 138	R-2	\$300
V	168I-J-013	2500 Blk. E. 43rd Street	Rossville Blvd.	100 x 140	M-1	\$1,000
V	168P-A-003	1404 E. 47th Street	Rossville Blvd.	45 x 130	R-1	\$125
	<b>Count: 112</b>					

**HAMILTON COUNTY 2014 PROPERTY SALE  
BID FORM**

**EACH PARCEL MUST BE BID ON SEPARATELY.** Sealed bids must be received by the REAL PROPERTY OFFICE no later than 4:00 p.m. on **Monday, February 17, 2014.**

(PLEASE PRINT)

**PROPERTY IDENTIFICATION**

**State Tax Map Number** \_\_\_\_\_

**Property Address** \_\_\_\_\_  
(Approximate Address)

**BIDDER INFORMATION**

**Name of Bidder** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City, State** \_\_\_\_\_

**Zip Code** \_\_\_\_\_

**Telephone**      **Home:** \_\_\_\_\_ **Office:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

**BID AMOUNT**    \$ \_\_\_\_\_

**I have read and understand the Bidding Instructions and Payment Procedure & Forfeit Policy regarding the sale of Hamilton County property.**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 114-28

**A RESOLUTION APPROVING THE CONTINUED ENGAGING OF WILL DENAMI AS LOBBYIST FOR HAMILTON COUNTY BEFORE THE TENNESSEE GENERAL ASSEMBLY.**

- WHEREAS,** by Resolution No. 113-15 this county legislative body approved the recommendation of the County Mayor to engage Will Denami as lobbyist for Hamilton County to look after the interests of Hamilton County and its citizens before the Tennessee General Assembly in 2013; and
- WHEREAS,** said Will Denami did an excellent job of keeping the various elected officials of Hamilton County abreast of the various pieces of legislative changes that were proposed before said General Assembly during the 2013 calendar year, as well as promote those matters which Hamilton County officials had requested consideration by the General Assembly; and
- WHEREAS,** upon the recommendation of the County Mayor it is this county legislative body's opinion that the continued engagement of Will Denami as lobbyist before the Tennessee General Assembly in 2014 is in the best interests of the citizens of Hamilton County.

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

That Will Denami be, and hereby is, engaged by Hamilton County, Tennessee as a lobbyist before the Tennessee General Assembly during the calendar year 2014, and continue to receive payment of Twenty Thousand Dollars (\$20,000.00) for said services, travel and entertainment expenses is hereby approved.

**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

\_\_\_\_\_  
January 14, 2014

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 114-29

## A RESOLUTION APPROVING AN AMENDMENT TO THE HAMILTON COUNTY EMPLOYEE HANDBOOK

WHEREAS, the County Mayor proposes an addition to the Hamilton County Employee Handbook regarding Distracted Driving while in Hamilton County vehicles or in personal vehicles while on official business

WHEREAS, pursuant to Resolution 1179-16, the Hamilton County Board of Commissioners must approve amendments to the Employee Handbook; and

WHEREAS, a copy of the proposed Distracted Driving section for the Employee Handbook is attached hereto and incorporated herein by reference, as a though fully and completely copies verbatim; and

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

Effective January 15, 2014, the attached new section 509 A of the Hamilton County Government Employee Handbook is hereby adopted.

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

January 15, 2014

\_\_\_\_\_  
Date

**New Handbook Policy – 509A** All Hamilton County Employees are expected to observe all relevant laws when using cell phones and other portable devices while operating a Hamilton County vehicle or a personal vehicle while on official business.

All Hamilton County Employees are expected to observe all Hamilton County Handbook Policies when using cell phone and other portable electronic computing devices while operating a Hamilton County vehicle or a personal vehicle while on official business.

- Hamilton County Employees are expected to stop driving before conducting business electronically or are expected to use hands-free devices (Bluetooth devices) while driving.
- Hamilton County Employees may not use a hand-held cell phone while operating a vehicle – whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.
- If Hamilton County Employees are unable to use a hands-free device (Bluetooth device) and need to use their hand-held cell phones, they must pull over safely to the side of the road or another safe location.
- Additionally, Hamilton County employees are required to:
  - Turn cell phones off or put them on silent or vibrate before starting the car.
  - Consider modifying voice mail greetings to indicate that you are unavailable to answer calls or return messages while driving.
  - Inform clients, associates and business partners of this policy as an explanation of why calls may not be returned immediately.

Hamilton County Employees who are reimbursed for business calls made from their cell phones should certify that the phone has not been used in any way that violates company policy. Company-owned electronic devices may be monitored at anytime to ensure compliance with the policy. Any violation of this provision may result in disciplinary action, up to and including termination.



## Hamilton County Board of Commissioners

# RESOLUTION

No. 114-30

**A RESOLUTION AUTHORIZING THE PAYMENT OF ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) IN SETTLEMENT OF CLAIMS AGAINST HAMILTON COUNTY AS BROUGHT BY FORMER EMPLOYEE OF THE HAMILTON COUNTY HEALTH DEPARTMENT NANCY BECKHAM FOR WRONGFUL TERMINATION.**

**WHEREAS,** litigation has been instituted against Hamilton County, Tennessee by former Health Department employee Nancy Beckham for her alleged wrongful termination; and

**WHEREAS,** both Hamilton County, Tennessee denies the allegations of the complaint and assert that Ms. Beckham's termination was for just cause; and

**WHEREAS,** through non-binding mediation attended by the respective parties with counsel, the recommendation of the mediator, and subject to the approval of this county legislative body, a settlement of One Hundred Eighty Thousand Dollars (\$180,000.00) has been reached for the complete satisfaction of any and all claims that said plaintiff has or might have against Hamilton County; and

**WHEREAS,** this county legislative body feels that the payment of said amount would be in the best interest of the citizens of Hamilton County, and would bring about a fair disposition of this matter.

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

That subject to the execution of a full release satisfactory to the County Attorney, the payment of One Hundred Eighty Thousand Dollars (\$180,000.00) is hereby authorized to be paid to Nancy Beckham, including her expenses and attorney fees, for the full and complete settlement of any and all claims that said plaintiff has or might have against Hamilton County, for her alleged wrongful termination from the Hamilton County Health Department..

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

January 15, 2014

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 114-31

**A RESOLUTION AMENDING THE INSURANCE BUDGET OF HAMILTON COUNTY, TENNESSEE BY THE SUM OF FIFTY EIGHT THOUSAND TWO HUNDRED FORTY AND 39/100 DOLLARS (\$58,240.39) TO PROVIDE FOR THE PAYMENT OF AN ARBITRATION AWARD TO CAROLINA CASUALTY, AS SURETY FOR WDB CONTRACTING, LLC, REGARDING THE SODDY DAISY HIGH SCHOOL RENOVATIONS AND GYMNASIUM PROJECT IN 2003.**

**WHEREAS,** in 2003, Hamilton County awarded a contract for the Soddy Daisy High School renovations and gymnasium to WDB Contracting, LLC (“WDB”) with Carolina Casualty providing the performance bond for said WDB’s faithful performance of its duties related thereto; and

**WHEREAS,** the contract between Hamilton County and WDB provided for binding arbitration in the event there arose a dispute between the parties as to any issue(s) surrounding said construction project; and

**WHEREAS,** in the course of said construction project, there arose a dispute between Hamilton County and WDB concerning, among other things, delays in the completion of the project; and

**WHEREAS,** the matters in dispute between the parties were submitted to binding arbitration which was had on or about September 28 and 29, 2006, and resulted in an award being given to WDB in the amount of Fifty Eight Thousand Two Hundred Forty and 39/100 Dollars (\$58,240.39); and

**WHEREAS,** subsequent to said award WDB went out of business and there arose a dispute between the principals of WDB and its surety, said Carolina Casualty, and the check that had been issued by Hamilton County in satisfaction of said award was never tendered to WDB and/or its surety; and

**WHEREAS,** all matters in controversy between said WDB and Carolina Casualty have now been resolved, and Hamilton County has been advised that said award payment is to be delivered to Attorney Scott Williams, of Manier & Herod, P.C., as attorney for Carolina Casualty; and

**WHEREAS,** due to the delay in these matters being completely resolved, the initial check in the amount of Fifty Eight Thousand Two Hundred Forty and 39/100 Dollars (\$58,240.39) was never tendered and/or negotiated, and no appropriate entry in the Hamilton County budget made to reflect said retention of funds and/or re-issuance of same; and

**WHEREAS,** the payment of this subsequently resolved issue necessitates the re-issuing of a new check by Hamilton County and an amendment to the County budget to reflect said payment (from the County's insurance account); and

**WHEREAS,** it is the opinion of this county legislative body that said amendment is necessary and appropriate, and the payment of said awarded Fifty Eight Thousand Two Hundred Forty and 39/100 Dollars (\$58,240.39) is 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 Hamilton County Insurance Budget be and hereby is amended to reflect the payment of the sum of Fifty Eight Thousand Two Hundred Forty and 39/100 Dollars (\$58,240.39) to Carolina Casualty as surety for WDB Contracting, LLC, as awarded by a binding arbitration of 2006, and that said sum be forwarded to Attorney Scott Willaims, of Manier & Herod, P.C., as attorney for Carolina Casualty.

**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

\_\_\_\_\_  
January 15, 2014

\_\_\_\_\_  
Date