

TUESDAY, JANUARY 20, 2015
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Anderson).
- III. Minute Approval.
- IV. Special Presentation.
- V. Ordinances – Final Reading:

PLANNING

- a. 2014-136 GreenSpaces NextGen, LLC/Jim Wilson and Hamilton Avenue Partners (C-7 Northshore Commercial Mixed Use Zone and R-2 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 677 and 703 Hamilton Avenue, more particularly described herein, from C-7 Northshore Commercial Mixed Use Zone and R-2 Residential Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone. **(Recommended for approval by Planning and Staff) (District 2)**
- b. 2014-130 Thomas Johnson (M-1 Manufacturing Zone to C-3 Central Business Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 1437 and 1439 Market Street, more particularly described herein, from M-1 Manufacturing Zone to C-3 Central Business Zone, subject to certain conditions. **(Recommended for approval by Planning and Staff) (District 7)**
- c. 2014-134 Aaron White/MC Holdings, LLC (M-1 Manufacturing Zone to C-3 Central Business Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 751 Riverfront Parkway, more particularly described herein, from M-1 Manufacturing Zone to C-3 Central Business Zone, subject to certain conditions. **(Recommended for approval by Planning and Staff) (District 7)**
- d. An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Division 1, Section 38-43 relating to Special Exceptions Permit for a Two-Family Dwelling in the R-1 Residential Zone and Article VI, Division 2, Section 38-524 relating to Special Permit for a Two-Family Dwelling in the R-1 Residential Zone.

- e. [An ordinance adopting a Plan of Services and extending the corporate limits of the City of Chattanooga, Tennessee, by annexing certain territory contiguous to the present corporate limits of said City, being Tax Map Nos. 132A-A-001.04 and 132A-A-001.08 to this ordinance located in Hamilton County, Tennessee, owned by Johnston Southern Company, LLC being more fully described herein.](#)

VI. Ordinances – First Reading:

FINANCE AND ADMINISTRATION

- a. [An ordinance to amend Ordinance Nos. 12534 and 12846 appropriating, authorizing or allocating funds to the Capital Improvements Budgets for Fiscal Years ending June 30, 2012 and 2015 to reappropriate \\$594,149.06 from Public Library Eastgate Branch Relocation and \\$1 million from the Brainerd Mission Community Projects to the new Family Justice Center. \(District 6\)](#)

PUBLIC WORKS

- b. [An ordinance to amend Part II, Chattanooga City Code, Chapter 18, relative to donation bins.](#)

VII. Resolutions:

GENERAL SERVICES

- a. [A resolution authorizing the Director of General Services to execute a contract with Derthick, Henley & Wilkerson Architects for architectural, engineering, and interior design services for the renovation and construction of the Family Justice Center building at 911 Eastgate Loop, for an estimated amount not to exceed \\$356,374.00. \(District 6\)](#)
- b. [A resolution authorizing the City of Chattanooga to enter into a Lease Agreement with Luken Holdings, Inc. to lease 7,350 square feet of space at 5741 Cornelison Road, for the purpose of temporary office space for the Family Justice Center for a period of one year, for an amount not to exceed \\$102,900.00. \(District 6\)](#)
- c. [A resolution authorizing the Director of General Services to enter into a contract with Blossman Gas, Inc. to provide an on-site propane refueling station for autogas and small equipment dispensing and to provide bulk propane fuel in connection with the operation of the station, for an estimated annual amount not to exceed \\$20,000.00. \(District 8\) \(Revised\)](#)
- d. [A resolution approving payment to Arthur J. Gallagher Risk Management Services, Inc. for renewal of property, equipment, and fleet insurance for 2015 for an annual premium of \\$327,300.45.](#)

MAYOR'S OFFICE

- e. [A resolution to confirm the Mayor's re-appointment of James C. Hudson, III to the Carter Street Corporation for a term beginning January 5, 2015 and ending January 5, 2019.](#)
- f. [A resolution to confirm the Mayor's appointment of Jon Kinsey to the Electric Power Board.](#)

PLANNING

- g. [A resolution authorizing and directing the Clerk of the Council to advertise for public hearing on February 10, 2015, the deannexation of certain properties located at 1206 Sunset Drive, 1218 Sunset Drive, and 1220 Sunset Drive, within the City of Chattanooga, in Hamilton County, Tennessee. \(District 1\)](#)
- h. [A resolution authorizing and directing the Clerk of the Council to advertise for public hearing on February 10, 2015, the deannexation of certain parcels adjacent to the current City limits which is located at 4440 Woodland Drive, Ooltewah, Tennessee, within the City of Chattanooga, in Hamilton County, Tennessee. \(District 4\)](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- i. [A resolution authorizing the Administrator of the Department of Public Works to award Contract No. R-14-013-201 to Durango Enterprises, LLC, Stringer's Ridge Restroom Facility, in the amount of \\$92,600.05, with a contingency amount of \\$9,300.00, for an amount not to exceed \\$101,900.05. \(District 1\)](#)
- j. [A resolution authorizing the waiver of the City building, land disturbance, electrical, plumbing, mechanical, and gas permit fees **up to a maximum of \\$1,000.00** which shall discount the total amount of permit fees by 50%, not including the administrative and technology fees, for the construction of a home by G. T. Issa Construction for the St. Jude Children's Research Hospital charity to be located at 8225 Knotting Wood Way, Chattanooga, Tennessee 37421. \(District 4\)](#)
- k. [A resolution authorizing the approval of Change Order No. 1 \(Final\) for Thomas Brothers Construction relative to Contract No. S-11-003-201, 4000 block of Sunbeam Avenue, for a decreased amount of \\$85,586.72, for a revised contract amount not to exceed \\$431,839.28, and to release the contingency amount of \\$51,742.60. \(District 6\)](#)
- l. [A resolution authorizing the approval of Change Order No. 1 \(Final\) for Innovative Construction and Remodeling, LLC/Jones Construction relative to Contract No. R-13-005-201, Roof Replacement for the Warner Park Pool House, for an increased amount of \\$2,408.00, for a revised contract amount not to exceed \\$65,280.00 and to release the remaining contingency amount of \\$3,892.00. \(District 8\)](#)

- m. A resolution authorizing the approval of Change Order No. 3 for CTI Engineers relative to the five year financial analysis/cost of service study-local limits, for an amount not to exceed \$6,000.00, for a revised contract amount not to exceed \$103,500.00.

Transportation

- n. A resolution authorizing the Administrator for the Department of Transportation to accept an agreement for payment by Dirt Works in the amount of \$2,000.00 and for payment by Forest United LLC in the amount of \$3,000.00 for damage to Hartman Street during the construction of condominiums with reference to T-14-037-801, for a total amount of \$5,000.00. (District 2)
- o. A resolution authorizing the Administrator for the Department of Transportation to enter into an Interlocal Agreement with the Hamilton County Department of Education concerning the installation and maintenance of three (3) thirty (30) foot poles with lights as part of the Goodwin Road Extension Project. (District 4)
- p. A resolution authorizing Oak Hills Neighborhood Association c/o Terry McCullough to use temporarily a mural wall located at 4028 Grand Avenue, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. (District 7)
- q. A resolution authorizing Tennessee Awning Company c/o Lincoln H. Christensen to replace three awnings with a new design located at 301 Market Street, as shown on the map and photos attached hereto and made a part hereof by reference, subject to certain conditions. (District 7)
- r. A resolution authorizing St. Elmo Baptist Church c/o Steve Pickett to use temporarily an alley way located behind 5010 Tennessee Avenue or access to the lot to build a new house and a rear loaded garage, as shown on the map attached hereto and made a part hereof by reference, subject to certain conditions. (District 7)

VIII. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.

IX. Other Business.

X. Committee Reports.

Revised Agenda for Tuesday, January 20, 2015
Page 5 of 8

- XI. Agenda Session for Tuesday, January 27, 2015
- XII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- XIII. Adjournment.

TUESDAY, JANUARY 27, 2015
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Freeman).
3. Minute Approval.
4. Special Presentation.

“Proclamation - Robert Fisher (UTC Student Rhodes Scholar)”
Presented by Wade Hinton, City Attorney

5. Ordinances – Final Reading:

FINANCE AND ADMINISTRATION

- a. [An ordinance to amend Ordinance Nos. 12534 and 12846 appropriating, authorizing or allocating funds to the Capital Improvements Budgets for Fiscal Years ending June 30, 2012 and 2015 to reappropriate \\$594,149.06 from Public Library Eastgate Branch Relocation and \\$1 million from the Brainerd Mission Community Projects to the new Family Justice Center. \(District 6\)](#)

PUBLIC WORKS

- b. [An ordinance to amend Part II, Chattanooga City Code, Chapter 18, relative to donation bins.](#)

6. Ordinances – First Reading:

PUBLIC WORKS AND TRANSPORTATION

Public Works

- a. An ordinance to amend Ordinance No. 12881 clarifying a clerical error and adopting language considered and approved by the Chattanooga City Council on November 25, 2014.

Transportation

- b. [MR-2014-074 Carrington Montague \(Abandonment\). An ordinance closing and abandoning part of the unnumbered block of Grace Street beginning at North Crest Road and going north approximately 203.19 feet and ending at the southernmost edge of the previous closure approved by Ordinance No. 9336, subject to certain conditions. \(District 9\)](#)

7. Resolutions:

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution authorizing the Administrator of Economic and Community Development to enter into a Conservation Services Agreement with The Trust for Public Land to be paid in four (4) quarterly installments of \$25,000.00 each for a term of one (1) year beginning July 1, 2014 through July 30, 2015, for an amount not to exceed \$100,000.00.

FIRE

- b. A resolution authorizing the Fire Chief to pay for the installation of eleven (11) fire hydrants to be installed by Tennessee American Water Company, in the amount of \$53,989.79.

PUBLIC WORKS AND TRANSPORTATION

Transportation

- c. A resolution authorizing Amanda Szabo and William Turner to use temporarily the right-of-way and alley located at Lot 5 on Guild Trail, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. **(District 7)**
- d. A resolution authorizing Slick's Burgers c/o Michael Bridges to use temporarily a rain canopy for entry and exit to the building located at 309 East Main Street, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. **(District 8)**
- e. A resolution authorizing Susan C. Cruze to use temporarily a fence/gate on both lots located at 28 and 34 Shallowford Road for privacy and security, as shown on the map and photos attached hereto and made a part hereof by reference, subject to certain conditions. **(District 9)**

8. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.

9. Other Business.

10. Committee Reports.

11. Agenda Session for Tuesday, February 3, 2015.

Revised Agenda for Tuesday, January 20, 2015
Page 8 of 8

12. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
13. Adjournment.

Proposed City Council Purchases

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
<p style="text-align: center;">R46359 Finance & Administration</p>	<p style="text-align: center;">Renewal of Blanket Contract No. 510246 for Collection Services</p>	<p style="text-align: center;">18</p>	<p style="text-align: center;">1</p>	<p style="text-align: center;">Nationwide Recovery Services</p>	<p style="text-align: center;">Estimated \$240,000 Annually</p>	<p style="text-align: center;">General Fund</p>	<p>Renewal of Blanket Contract No. 510246 for Collection Services. There were 18 direct bid solicitations and we received 1 response in the publically advertised bid proceedings. Nationwide Recovery Services, was the lowest responsible bidder that met specifications.</p>

Proposed City Council Purchases

<p style="text-align: center;">R108348 Fire Department</p>	<p>The purchase of One (1) Custom Smeal 1500 gpm Pumper and One (1) Custom 75' Heavy Duty Aerial Quint</p>			<p style="text-align: center;">Smeal Fire Apparatus Co.</p>	<p style="text-align: center;">\$1,155,833 (If the chassis portion is not paid within ten (10) days upon completion of chassis, \$11,669 will be added to the invoice)</p>	<p style="text-align: center;">General Fund</p>	<p>The purchase of One (1) Custom Smeal 1500 gpm Pumper and One (1) Custom 75' Heavy Duty Aerial Quint. TCA 6-56-304.6 allows for this single source purchase exempted from the usual advertising and bidding procedures. This purchase is from Smeal Fire Apparatus, utilizing the National Joint Powers Alliance Contract No. 011714-SFA.</p>
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Proposed City Council Purchases

<p style="text-align: center;">R86350 General Services</p>	<p style="text-align: center;">Renewal of Blanket Contracts No. 525078 & 525079 for Chemicals for City Golf Courses</p>	7	4	<p style="text-align: center;">Harrell's and John Deere Landscapes</p>	Estimated \$125,000 Annually	Municipal Golf Courses	<p>Renewal of Blanket Contract No. 525078 & 525079 for Chemicals for City Golf Courses. There were 7 direct bid solicitations and we received 4 responses in the publically advertised bid proceedings. Harrell's & John Deere Landscapes . were the lowest responsible bidders that met specifications.</p>
<p style="text-align: center;">R42323 Public Works</p>	<p style="text-align: center;">Renewal of Blanket Contract 509562 for Chemical Analysis Services</p>	6	2	<p style="text-align: center;">Water Environmental Consultants</p>	Estimated \$50,000 Annually	Interceptor Sewer Operations	<p>Renewal of Blanket Contract No. 509562 for Chemical Analysis Services. There were 6 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Water Environmental Consultants, was the lowest responsible bidder that met specifications.</p>



City of Chattanooga

Mayor Andy Berke

January 13, 2015

Ms. Daisy Madison
Administrator
Finance & Administration Department
101 East 11th Street, Room 100
Chattanooga, TN 37402

Subject: PO510246/Requisition 46359 – Renewal of Collection Services – Finance & Administration Department

Dear Ms. Madison:

Council approval is recommended to renew an annual blanket contract for Collection Services. The renewed contract term with Nationwide Recovery Services, Inc. will be for twelve (12) months, expiring on February 28th, 2016. Annual contract usage is estimated at \$240,000.

Respectfully,

A handwritten signature in blue ink, appearing to read "David Carmody", is written over the word "Respectfully,".

David Carmody
Purchasing Manager

DC/bw



City of Chattanooga

Mayor Andy Berke

January 13, 2015

**Chief K. Lamar Flint
Administrator
Fire Department
910 Wisdom Street
Chattanooga, TN 37406**

**Subject: Requisition 108348 – Smeal Fire Apparatuses – Fire Department–
Organization J00103**

Dear Chief Flint:

Council approval is recommended for the purchase of One (1) Custom Smeal 1500gpm Pumper and One (1) Custom 75' Heavy Duty Aerial Quint for the Fire Department.

This purchase is from Smeal Fire Apparatus, utilizing the National Joint Powers Alliance Contract No. 011714-SFA. The total amount of the quotation is \$1,155,833.00. If the chassis portion of the invoice is not paid within ten days upon completion of chassis, \$11,669.00 will be added to the invoice. A copy of the quotation is attached for your review.

TCA 6-56-304.6 allows for this purchase exempted from the usual advertising and bidding procedures.

Respectfully,

David Carnody

**DC/bw
Attachment**

BID PROPOSAL

Chattanooga, City of
101 East 11th Street
Chattanooga, TN



SMEAL FIRE APPARATUS CO.

610 West 4th Street
Snyder, NE 68664

402.568.2224

www.smeal.com

WE BUILD RESPECT.



610 WEST 4TH ST. - P.O. BOX 8
SNYDER, NEBRASKA 68664

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(402) 568 2274

WE BUILD RESPECT.

PROPOSAL



NJPA Vendor Number: 011714-SFA

Date: **01/07/2014**

**TO: Chattanooga, City of
101 East 11th Street, Chattanooga, TN**

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of award of bid, the following two (2) firefighting apparatus(es):

One (1) Custom Smeal 1500gpm Pumper, and

One (1) Custom 75' Heavy Duty Aerial Quint

For the sum of: One Million One Hundred Fifty-Five Thousand Eight Hundred Thirty Three Dollars

Dollars \$ 1,155,833.00*

**Add \$11,669.00 to proposal if chassis portion of invoice is not paid within 10 days upon completion of chassis.*

All of which are to be built in accordance with the Smeal proposed specifications attached, and which are made a part of this proposal agreement, to deliver same **270-330** calendar days for pumper and **300-360** calendar days for aerial, after date of receipt and approval of all submitted documents affiliated with order placement with Smeal Fire Apparatus Co., properly executed, subject to all causes beyond our control.

The amount named in this proposal shall remain firm until January 23, 2015. All state and local taxes are included above figure. Any and all additional applicable taxes are to be paid by customer upon registration and licensing of vehicle. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance may delay delivery. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).



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SNYDER, NEBRASKA 68664

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(402) 568 2224

WE BUILD RESPECT.

PROPOSAL



NJPA Vendor Number: 011714-SFA

This Proposal Document, in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Proposal Document will be the date it is signed and accepted by the Seller.

Performance Bond Required:

Performance Bond NOT required.

Performance Bond Required - Performance Bond (Surety Bond) will cover standard one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

All checks must be made payable to Smeal Fire Apparatus Co. only and delivered to Seller at its offices in Snyder, Nebraska. Under no circumstances shall payment be made to a dealer or any one else as Seller's agent. Smeal Fire Apparatus Co. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Official ownership documents shall remain property of the seller until the purchase price is paid in full. Upon receipt of payment, ownership documents shall be forwarded to purchaser.

Respectfully submitted,

We agree to accept the above proposal:

X _____

X _____

SMEAL FIRE APPARATUS CO.

X _____

Atlantic Coast Fire Trucks

Chris Proctor

Date: ____/____/____

Date: ____/____/____



610 WEST 4TH ST. - P.O. BOX 8
SNYDER, NEBRASKA 68664

smeal.com
(402) 568-2724

WE BUILD RESPECT.

SALES CONTRACT

(Standard)

This Sales Contract is made and entered into by and between Smeal Fire Apparatus Co. of Snyder, Nebraska, Seller and Chattanooga, City of Buyer.

PRODUCT DESCRIPTION(S):

One (1) Custom Smeal 1500gpm Pumper

One (1) Custom Smeal 75' Heavy Duty Aerial Quint

PURCHASE. Buyer does hereby agree to purchase and accept delivery of the two (2) apparatus(es) described in the Smeal Fire Apparatus Co. Proposal attached hereto, which is made a part hereof by this reference, upon the following terms and conditions:

1. **ACCEPTANCE.** This Sales Contract shall become a contract and a binding obligation only when accepted by the Seller as provided in paragraph 9 hereof.
2. **COMPLETION.** The Smeal Fire Apparatus Co. supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed in Snyder, Nebraska within approximately 240-300 calendar days after written acceptance of this Sales Contract by the Seller, or as soon thereafter as is consistent with good workmanship and subject to any and all delays resulting from causes beyond the control of Seller, and contingencies set out in paragraph 11 hereof. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance will delay delivery.
3. **SPECIFICATIONS.** The attached Smeal Fire Apparatus Co. Proposal, shall control the construction of the apparatus and be binding upon both Buyer and Seller, notwithstanding any other specifications or proposals whether written or oral heretofore supplied, considered or discussed. If there is any conflict between Buyer's specifications and the attached Proposal, the attached Proposal and specifications will control and prevail.
4. **WARRANTY.** The attached warranty or warranties shall apply to this agreement:

(Copies may be attached.)



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SNYDER, NEBRASKA 68664

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WE BUILD RESPECT.

SALES CONTRACT

(Standard)

5. PERFORMANCE BOND. The following bonding provisions are applicable:

 Performance Bond NOT required.

 X Performance Bond Required - Performance Bond (Surety Bond) will cover standard one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT ARISE BY OPERATION OF LAW, COURSE OF TRADE, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

6. LIMITATION OF REMEDIES. In no event shall Seller be liable for special, incidental, or consequential damages nor for any damages which exceed the purchase price of the apparatus.

7. PRICE. Buyer agrees to pay for the apparatus described herein the total sum of:

One Million One Hundred Fifty-Five Thousand Eight Hundred Thirty Three Dollars

Dollars \$1,155,833.00*

**Add \$11,669.00 to proposal if chassis portion of invoice is not paid within 10 days upon completion of chassis.*

State and local sales taxes, if any, are not included in the purchase price. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).

8. PAYMENT. The purchase price shall be paid in the following manner:



610 WEST 4TH ST. - P.O. BOX 0
SNYDER, NEBRASKA 68664

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(402) 568 2224

WE BUILD RESPECT.

SALES CONTRACT

(Standard)

All checks must be made payable to Smeal Fire Apparatus Co. only and delivered to Seller at its offices in Snyder, Nebraska. Under no circumstances shall payment be made to a dealer or any one else as Seller's agent. Smeal Fire Apparatus Co. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

9. **SELLER'S REPRESENTATIONS.** All representations made and/or actions taken by a dealer or agent either before or after execution of this Sales Contract are not binding on the Seller. This Sales Contract in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Sales Contract will be the date it is signed and accepted by the Seller.

10. **BUYER'S REPRESENTATIONS.** Buyer is a municipality,

and has the power and authority to enter into this Sales Contract and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Buyer and is the valid, enforceable and binding obligation of Buyer; and Buyer represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Sales Contract. Buyer represents that the individuals listed below have authority to sign all documents including but not limited to, all change orders on behalf of Buyer.

11. **DELAY ON PERFORMANCE.** Seller's Performance under this Sales Contract is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

12. **TESTING.** In the event Buyer wishes to test the apparatus, such test shall be made within ten (10) days after arrival of the apparatus at its destination. A written report of any and all



610 WEST 4TH ST. - P.O. BOX 8
SNYDER, NEBRASKA 68664

smeal.com
(402) 568-7774

WE BUILD RESPECT.

SALES CONTRACT

(Standard)

tests shall be promptly forwarded to Seller. If Buyer fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.

13. **TITLE.** All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/or considered as rental for the use of the apparatus up to date of taking possession.

14. **MISCELLANEOUS.** The following miscellaneous provisions shall apply to this Sales Contract:

14.1 **Entire Agreement.** This Sales Contract, and the specifications and warranty attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Sales Contract shall be binding upon either Seller or Buyer unless reduced to writing and signed by them.

14.2 **Severability.** If any term, covenant or condition of this Sales Contract, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Sales Contract or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Sales Contract shall be valid and enforceable to the fullest extent permitted by law.

14.3 **Binding Effect.** This Sales Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

IN WITNESS WHEREOF, this Sales Contract has been duly executed by the parties hereto on the date set forth opposite their name.



610 WEST 4TH ST. - P.O. BOX 8
SNYDER, NEBRASKA 68664

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(402) 568-2224

WE BUILD RESPECT.

SALES CONTRACT

(Standard)

To be completed by the Authorized Smeal Distributor

By: x _____

Date: ____/____/____

Atlantic Coast Fire Trucks

Chris Proctor
Sales Representative

Mailing Address of Customer: Chattanooga, City of
101 East 11th Street
Chattanooga, TN



610 WEST 4TH ST. - P.O. BOX 8
SNYDER, NEBRASKA 68664

smeal.com
(402) 568-2224

SALES CONTRACT

WE BUILD RESPECT.

(Standard)

To be completed by the Purchasing Entity

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: _____

Signature: _____ Date: ____/____/____

Attests: _____ Date: ____/____/____



610 WEST 4TH ST. - P.O. BOX 8
SNYDER, NEBRASKA 68664

smeal.com
(402) 568 2224

SALES CONTRACT

WE BUILD RESPECT.

(Standard)

To be completed by Smeal Fire Apparatus Co.

By: _____ Date of Acceptance: ____/____/____

Smeal Fire Apparatus Co.

Mark Denniston Huber, President

Attests: _____ Date: ____/____/____



City of Chattanooga

Mayor Andy Berke

January 6, 2015

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

Subject: Contract Renewal of Blanket PO Nos. 525078 & 525079 – Chemicals for City Golf Courses – General Services Department

Dear Mr. Bohannon:

Council approval is recommended to renew Blanket PO No. 525078 & 525079 for Chemicals for City Golf Courses, General Services Department. The City of Chattanooga is renewing the first (1st) contract renewal option for twelve (12) months through February 28, 2016, with one (1) renewal options remaining for an estimated annual amount of \$125,000. Council approved Blanket PO Nos. 525078 & 525079 on February 11, 2014 and Amount Limit Increase on September 16, 2014. A copy of the signed letters from the vendors, amount released from Blanket PO Nos. 525078 & 525079, and copies of the contracts are enclosed.

I recommend renewing Blanket PO Nos. 525078 & 525079 for Chemicals for City Golf Courses to Harrell's & John Deere Landscapes respectively.

Respectfully yours,

David Carmody
Purchasing Manager

DC/mlm

Attachments

Blanket PO No. 525078 & 525079 - Chemicals for City Golf Courses

Contract Dated	Amount Released
March 1, 2014 - January 5, 2015	\$ 93,015.53
March 1, 2015 - February 29, 2016	\$ -
March 1, 2016 - February 28, 2017	\$ -
Total:	\$ 93,015.53
Average:	\$ 93,015.53
Council Approved Amount on February 11, 2014:	\$ 83,000.00
Council Approved Amount Limit Increase on September 16, 2014:	\$ 42,000.00

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct Invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bld No.: 86350 / 303102 Ordering Dept.: Golf Courses, General Services Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Chemicals for City Golf Courses ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply the City Golf Courses with Chemicals. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. Purchase Order Is issued in accordance with Harrell's LLC bid received on January 16, 2014 is hereby made part of this contract. Approved by City Council on February 11, 2014 Contract begin/end dates: 03/01/14 to 02/28/15 Vendor Contact: Steve Eillis Phone No.: 615-207-1062 Fax No.: 615-494-1342 Email: sellis@harrells.com					

***** NOTICE *****

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #1					
Added an additional \$42,000 to Amount Limit due to Golf Courses and other Departments has spent more than the \$83,000 estimated. New Amount Limit is \$125,000.					
City Council approved on September 16, 2014					

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101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct Invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #2					
Price Increase for Agency Chemical Insignia SC Fungicide, Line No. 40, from \$378.81 to \$393.45.					
11/10/14 mlm					

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988
	Harrell's 3127 Landview Drive Murfreesboro, TN 37128

PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct Invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
2	15-0-0, calcium nitrate fertilizer (50 lb.)	0.00	Each	\$ 19.6000	\$ 0.00
5	2, 4-D, Herbicide (2.5 gal.)	0.00	Each	\$ 49.7700	\$ 0.00
6	21-0-0, greens grade, ammonium sulphate fertilizer (50 lb.)	0.00	Each	\$ 11.3900	\$ 0.00
7	23-3-12 with Polyon (50 lb.)	0.00	Each	\$ 31.0500	\$ 0.00
8	28-5-18 Peters Water Soluble Fertilizer (25 lb.)	0.00	Each	\$ 24.4800	\$ 0.00
9	29-3-12 Polyon with Ronstar (50 lb.)	0.00	Each	\$ 56.2000	\$ 0.00
11	Arena 50 WDG, Insecticide (40 oz.)	0.00	Each	\$ 530.8300	\$ 0.00
12	Banner Maxx, Fungicide (per Gallon)	0.00	Each	\$ 214.0000	\$ 0.00
13	Banol, Fungicide (2.5 gal.)	0.00	Each	\$ 925.0000	\$ 0.00
14	Barricade 4FL, Herbicide (2.5 gal.)	0.00	Each	\$ 137.0000	\$ 0.00

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
15	Bayleton Flo, Fungicide (2.5 gal.)	0.00	Each	\$ 1,500.0000	\$ 0.00
16	Bensumec 4LF, Herbicide (2.5 gal.)	0.00	Each	\$ 292.9100	\$ 0.00
17	Briskway Fungicide (per Gallon)	0.00	Each	\$ 1,290.0000	\$ 0.00
18	Cal Max, Amendment (2.5 gal.)	0.00	Each	\$ 40.0300	\$ 0.00
19	Catalog (Include price sheet) Liquid Follar Products	0.00	Each	\$ 1.0000	\$ 0.00
20	Chipco 26GT, Fungicide (2.5 gal.)	0.00	Each	\$ 338.7500	\$ 0.00
21	Chipco Signature, Fungicide (44 lb.)	0.00	Each	\$ 1,111.0000	\$ 0.00
22	Chipco Topchoice, Insecticide (50 lb.)	0.00	Each	\$ 125.0000	\$ 0.00
23	Cleary's WP 3336, Fungicide (2.5 gal)	0.00	Each	\$ 227.5000	\$ 0.00
24	Compass, Fungicide (per Pound)	0.00	Each	\$ 424.4300	\$ 0.00

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
25	Daconil Action (2.5 gal.)	0.00	Each	\$ 180.0000	\$ 0.00
26	Daconil Ultrex, WDG, Fungicide (5 lb.)	0.00	Each	\$ 40.0000	\$ 0.00
28	Dimension, Herbicide (2.5 gal.)	0.00	Each	\$ 576.5800	\$ 0.00
29	Dismiss, Herbicide (6 oz.)	0.00	Each	\$ 67.1900	\$ 0.00
30	DuPont Acelepryn, Insecticide (64 oz.)	0.00	Each	\$ 910.0000	\$ 0.00
31	Dyon, concentrated	0.00	Each	\$ 0.0000	\$ 0.00
32	Emerald, Fungicide (.49 lb.)	0.00	Each	\$ 120.5400	\$ 0.00
33	Ferromec, Liquid Iron, 15-0-0 (2.5 gal.)	0.00	Each	\$ 32.5000	\$ 0.00
34	Fleet, Soil Penetrant (2.5 gal.)	0.00	Each	\$ 238.1000	\$ 0.00
35	Foam X, Defoamer (per Quart)	0.00	Each	\$ 13.6700	\$ 0.00

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101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
36	Fore 80WP, Fungicide (12 lb.)	0.00	Each	\$ 51.8400	\$ 0.00
37	Fungicide Activator (per Quart)	0.00	Each	\$ 27.0000	\$ 0.00
38	Heritage, Fungicide, No substitutions (per Pound)	0.00	Each	\$ 317.0000	\$ 0.00
39	Honor, Fungicide (3 lb. Bag)	0.00	Each	\$ 390.0000	\$ 0.00
40	Insignia SC, Fungicide (30.5 oz.)	0.00	Each	\$ 393.4500	\$ 0.00
41	Katana, Herbicide (3 oz.)	0.00	Each	\$ 174.3200	\$ 0.00
42	Monument 75 WG, Herbicide (25 gram)	0.00	Each	\$ 240.0000	\$ 0.00
43	Nature Safe 5-6-6, Fertilizer (50 lb.)	0.00	Each	\$ 27.0000	\$ 0.00
44	Nature Safe 8-3-5, Fertilizer (50 lb.)	0.00	Each	\$ 30.0000	\$ 0.00
45	Par, pigment (per Gallon)	0.00	Each	\$ 220.0000	\$ 0.00

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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
46	Peters 20-20-20 (25 lbs.)	0.00	Each	\$ 29.9700	\$ 0.00
47	Polygon 0-0-50, Fertilizer (50 lb.)	0.00	Each	\$ 57.4200	\$ 0.00
48	Polygon Fertilizer 29-3-12 with .75% Ronstar, per ton (per Ton)	0.00	Each	\$ 2,248.0000	\$ 0.00
49	Primo Maxx, Growth Regulator (per Gallon)	0.00	Each	\$ 283.0000	\$ 0.00
50	Princep Liquid, Herbicide (2.5 gal.)	0.00	Each	\$ 42.8500	\$ 0.00
51	Pro Star 70 WP, Fungicide (3 lbs.)	0.00	Each	\$ 176.8700	\$ 0.00
53	Revolver, Herbicide (87 oz.)	0.00	Each	\$ 540.0000	\$ 0.00
54	Ronstar Flowable, Herbicide (2.5 gal.)	0.00	Each	\$ 400.0000	\$ 0.00
55	Round-up, Herbicide (2.5 gal.)	0.00	Each	\$ 66.5800	\$ 0.00
56	Secure Fungicide (2.5 gal.)	0.00	Each	\$ 1,350.0000	\$ 0.00

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Chattanooga, TN 37402

V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
57	Sedge Hammer, Herbicide (1.33 oz.)	0.00	Each	\$ 68.6700	\$ 0.00
58	Segway, Fungicide (39.2 oz.)	0.00	Each	\$ 395.0000	\$ 0.00
60	Specticle Flo Pre-emerge Herbicide (per Gallon)	0.00	Each	\$ 1,470.0000	\$ 0.00
61	Spread Fee per Acre (for Line No. 48)	0.00	Each	\$ 8.0000	\$ 0.00
62	Subdue Maxx, Fungicide (per Gallon)	0.00	Each	\$ 510.0000	\$ 0.00
63	Sure Guard Herbicide (4 lb.)	0.00	Each	\$ 655.4500	\$ 0.00
64	Symphony, Soil Retainer (2.5 gal.)	0.00	Each	\$ 227.4000	\$ 0.00
65	Talstar GC Flowable, Insecticide (per Gallon)	0.00	Each	\$ 36.3400	\$ 0.00
66	Tarton, Fungicide (2.5 gal.)	0.00	Each	\$ 1,100.0000	\$ 0.00
67	Terrazole 35 WP, Fungicide (per Quart)	0.00	Each	\$ 113.3900	\$ 0.00

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V E N D O R	Vendor Number: 744451 Vendor Alternate ID: 10988 Harrell's 3127 Landview Drive Murfreesboro, TN 37128
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525078 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
68	Tonnage Inspection Fee (for Line No.48)	0.00	Each	\$ 0.1000	\$ 0.00
69	Torque, Fungicide (per Gallon)	0.00	Each	\$ 138.6700	\$ 0.00
70	Tower, Herbicide (2.5 gal.)	0.00	Each	\$ 1,155.5600	\$ 0.00
72	Tribute Total WDG, Herbicide (6 oz.)	0.00	Each	\$ 319.5000	\$ 0.00
73	Trimmit 2SC, Growth Regulator (per Gallon)	0.00	Each	\$ 430.0000	\$ 0.00
74	Trinity, Fungicide (2.5 gal.)	0.00	Each	\$ 443.1800	\$ 0.00
76	UFLEXX 46-0-0, Fertilizer (50 lb.)	0.00	Each	\$ 30.9600	\$ 0.00
77	Verdecal G, Amendment (50 lb.)	0.00	Each	\$ 27.7400	\$ 0.00
78	Verdecal K, Amendment (50 lb.)	0.00	Each	\$ 48.0000	\$ 0.00
79	Verdecal, Amendment (50 lb.)	0.00	Each	\$ 29.4200	\$ 0.00

TOTAL: \$.00

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 99005
	John Deere Landscapes 1385 East 36th Street Cleveland, OH 44144

PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525079 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 86350 / 303102 Ordering Dept.: Golf Courses, General Services Buyer: Mark McKeel Phone No.: 423-643-7236 . Items Being Purchased: Chemicals for City Golf Courses . ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. . This Shall Be A Twelve (12) Month Blanket Contract To Supply the City Golf Courses with Chemicals. . The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. . Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. . Purchase Order is issued in accordance with John Deere Landscapes bid received on January 13, 2014 is hereby made part of this contract. . Approved by City Council on February 11, 2014 . Contract begin/end dates: 03/01/14 to 02/28/15 . Vendor Contact: Keith McGinty Phone No.: 800-321-5325, ext. 2550 Fax No.: 248-581-1433 Email: bids@johndeerelandscapes.com					

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 99005 John Deere Landscapes 1385 East 36th Street Cleveland, OH 44144
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PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525079 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order# 1					
There was a total of a 3% price increase by the manufacturer to all entities not just to the City. Information is in the file from vendor.					
Chip Ward, Golf Course Superintendent, approved 07/09/14.					
The price escalator clause is in effect.					
The following lines were increased: Line 39 2014 - \$ 390.00 2015 - \$402.00 +3.00%					
All other lines did not change					
07/22/14 mim					

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 99005
	John Deere Landscapes1385 East 36th Street Cleveland, OH 44144

PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525079 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Change Order #2					
..... Added an additional \$42,000 to Amount Limit due to Golf Courses and other Departments has spent more than the \$83,000 estimated. New Amount Limit is \$125,000. City Council approved on September 16, 2014					

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Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 99005
	John Deere Landscapes 1385 East 36th Street Cleveland, OH 44144

PO Date: 18-FEB-14 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 525079 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price
Change Order #3				
Vendor has submitted a price increase on Agency Insecticides, herbicides and fungicides. This was submitted on December 10, 2014. The price increase went into effect on August 1, 2014.				
Golf Courses have approved the increase on December 10, 2014.				
The price increase is as follows:				
Line 30	Current \$ 910.00	New \$ 927.50		+0.98
Line 32	Current \$ 140.14	New \$ 145.04		+0.97
Line 39	Current \$ 390.00	New \$ 402.00		+0.97
Line 40	Current \$1,415.20	New \$1,470.10		+0.96
Line 56	Current \$1,350.00	New \$1,412.50		+0.96
Line 60	Current \$1,470.00	New \$1,544.00		+0.95
Line 72	Current \$ 309.00	New \$ 319.50		+0.97
Line 73	Current \$ 430.00	New \$ 434.00		+0.99
Subtotal	\$6,414.34	\$6,654.64		+0.96
All other line stayed the same.				
Subtotal	\$18,906.12	\$18,906.12		0.00
Total:	\$25,320.46	\$25,560.76		+0.99
The price increase for total is 1%				

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Chattanooga, TN 37402

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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
2	15-0-0, calcium nitrate fertilizer (50 lb.)	0.00	Each	\$ 15.7100	\$ 0.00
3	15-0-30, greens grade fertilizer, 100% nutralene, SOP (50 lb.)	0.00	Each	\$ 27.1700	\$ 0.00
5	2, 4-D, Herbicide (2.5 gal.)	0.00	Each	\$ 59.0000	\$ 0.00
6	21-0-0, greens grade, ammonium sulphate fertilizer (50 lb.)	0.00	Each	\$ 15.9300	\$ 0.00
7	23-3-12 with Polyon (50 lb. Bag)	0.00	Each	\$ 21.1600	\$ 0.00
8	28-5-18 Peters Water Soluble Fertilizer (25 lb.)	0.00	Each	\$ 28.6900	\$ 0.00
11	Arena 50 WDG, Insecticide (40 oz.)	0.00	Each	\$ 530.8200	\$ 0.00
12	Banner Maxx, Fungicide (per Gallon)	0.00	Each	\$ 61.1200	\$ 0.00
13	Banol, Fungicide (2.5 gal.)	0.00	Each	\$ 925.0000	\$ 0.00
14	Barricade 4FL, Herbicide (2.5 gal.)	0.00	Each	\$ 228.5800	\$ 0.00

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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
15	Bayleton Flo, Fungicide (2.5 gal.)	0.00	Each	\$ 1,500.0000	\$ 0.00
16	Bensumec 4LF, Herbicide (2.5 gal.)	0.00	Each	\$ 270.0000	\$ 0.00
17	Briskway Fungicide (per Gallon)	0.00	Each	\$ 1,290.0000	\$ 0.00
18	Cal Max, Amendment (2.5 gal.)	0.00	Each	\$ 21.1500	\$ 0.00
19	Catalog (Include price sheet)Liquid Follar Products	0.00	Each	\$ 1.0000	\$ 0.00
20	Chipco 26GT, Fungicide (2.5 gal.)	0.00	Each	\$ 103.0000	\$ 0.00
21	Chipco Signature, Fungicide (44 lb.)	0.00	Each	\$ 1,111.0000	\$ 0.00
22	Chipco Topcholce, Insecticide (50 lb.)	0.00	Each	\$ 137.5000	\$ 0.00
23	Cleary's WP 3336, Fungicide (2 lb.)	0.00	Each	\$ 24.2500	\$ 0.00
24	Compass, Fungicide (10 lb.)	0.00	Each	\$ 4,400.0000	\$ 0.00

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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
25	Daconil Action (2.5 gal.)	0.00	Each	\$ 180.0000	\$ 0.00
26	Daconil Ultrex, WDG, Fungicide (5 lb.)	0.00	Each	\$ 25.9800	\$ 0.00
27	DI-Aqua, Wetting Agent (2.5 gal.)	0.00	Each	\$ 62.6500	\$ 0.00
28	Dimension, Herbicide (2.5 gal.)	0.00	Each	\$ 550.0600	\$ 0.00
29	Dismlss, Herbicide (6 oz.)	0.00	Each	\$ 72.1200	\$ 0.00
30	DuPont Acelepryn, Insecticide (64 oz.) - Agency	0.00	Each	\$ 927.5000	\$ 0.00
31	Dyon, concentrated (per Quart)	0.00	Each	\$ 13.9100	\$ 0.00
32	Emerald, Fungicide (.49 lb.) - Agency	0.00	Each	\$ 145.0400	\$ 0.00
33	Ferromec, Liquid Iron, 15-0-0 (2.5 gal.)	0.00	Each	\$ 18.3200	\$ 0.00
34	Fleet, Soil Penetrant (2.5 gal.)	0.00	Each	\$ 94.1700	\$ 0.00

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Requestor		Requisition Number			Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
35	Foam X, Defoamer (per Pint)	0.00	Each	\$ 3.6200	\$ 0.00
36	Fore 80WP, Fungicide (12 lb.)	0.00	Each	\$ 53.8600	\$ 0.00
38	Heritage, Fungicide, No substitutions (per Pound)	0.00	Each	\$ 317.0000	\$ 0.00
39	Honor, Fungicide (3 lb. Bag) - Agency	0.00	Each	\$ 402.0000	\$ 0.00
40	Insignia SC, Fungicide (122 oz.) - Agency	0.00	Each	\$ 1,470.1000	\$ 0.00
41	Katana, Hericide (3 oz.)	0.00	Each	\$ 176.8600	\$ 0.00
42	Monument 75 WG, Herbicide (25 gram Box)	0.00	Each	\$ 240.0000	\$ 0.00
43	Nature Safe 5-6-6, Fertilizer (25 lb.)	0.00	Each	\$ 17.1700	\$ 0.00
44	Nature Safe 8-3-5, Fertilizer (50 lb.)	0.00	Each	\$ 54.7400	\$ 0.00
45	Par, plgment (per Quart)	0.00	Each	\$ 24.6400	\$ 0.00

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Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
46	Peters 20-20-20 (25 lb.)	0.00	Each	\$ 32.1400	\$ 0.00
47	Polygon 0-0-50, Fertilizer (50 lb.)	0.00	Each	\$ 29.7300	\$ 0.00
49	Primo Maxx, Growth Regulator (per Gallon)	0.00	Each	\$ 283.0000	\$ 0.00
50	Princep Liquid, Herbicide (2.5 gal.)	0.00	Each	\$ 43.8900	\$ 0.00
51	Pro Star 70 WP, Fungicide (3 lb.)	0.00	Each	\$ 189.4200	\$ 0.00
52	Q4, Herbicide (2.5 gal.)	0.00	Each	\$ 261.2100	\$ 0.00
53	Revolver, Herbicide (87 oz.)	0.00	Each	\$ 540.0000	\$ 0.00
54	Ronstar Flowable, Herbicide (2.5 gal.)	0.00	Each	\$ 400.0000	\$ 0.00
55	Round-up, Herbicide (2.5 gal.)	0.00	Each	\$ 49.7700	\$ 0.00
56	Secure Fungicide (2.5 gal.) - Agency	0.00	Each	\$ 1,412.5000	\$ 0.00

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Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
57	Sedge Hammer, Herbicide (1.33 oz.)	0.00	Each	\$ 65.9500	\$ 0.00
58	Segway, Fungicide (39.2 oz.)	0.00	Each	\$ 395.0000	\$ 0.00
59	Sonar AS aquatic Herbicide (per Quart)	0.00	Each	\$ 479.3600	\$ 0.00
60	Specticle Flo Pre-emerge Herbicide (per Gallon) - Agency	0.00	Each	\$ 1,544.0000	\$ 0.00
62	Subdue Maxx, Fungicide (per Gallon)	0.00	Each	\$ 397.2600	\$ 0.00
63	Sure Guard Herbicide (per Pound)	0.00	Each	\$ 159.5500	\$ 0.00
64	Symphony, Soil Retainer (2.5 gal.)	0.00	Each	\$ 80.6800	\$ 0.00
65	Talstar GC Flowable, Insecticide (per Gallon)	0.00	Each	\$ 30.5600	\$ 0.00
66	Tarton, Fungicide (2.5 gal.)	0.00	Each	\$ 1,100.0000	\$ 0.00
67	Terrazole 35 WP, Fungicide (per Quart)	0.00	Each	\$ 143.0100	\$ 0.00

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Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
69	Torque, Fungicide (per Gallon)	0.00	Each	\$ 107.5700	\$ 0.00
70	Tower, Herbicide (1/2 gal.)	0.00	Each	\$ 193.7400	\$ 0.00
71	Transition HC (per Gallon)	0.00	Each	\$ 144.7200	\$ 0.00
72	Tribute Total WDG, Herbicide (6 oz.) - Agency	0.00	Each	\$ 319.5000	\$ 0.00
73	Trimmit 2Cs, Growth Regulator (per Gallon) - Agency	0.00	Each	\$ 434.0000	\$ 0.00
74	Trinity, Fungicide (2.5 gal.)	0.00	Each	\$ 456.2000	\$ 0.00
75	Triton Flo, Fungicide (per Gallon)	0.00	Each	\$ 637.5000	\$ 0.00
79	Verdecap, Amendment (50 lb.)	0.00	Each	\$ 10.6800	\$ 0.00

TOTAL: \$.00

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City of Chattanooga

Mayor Andy Berke

January 13, 2015

Mr. Lee Norris, Administrator
Public Works Department
Development Resource Center
1250 Market Street – Suite 2100
Chattanooga, TN 37402

Subject: 509562– Blanket Contract Renewal: Chemical Analysis Services – Waste Resources Division - Public Works Department

Dear Mr. Norris:

Council approval is recommended to renew the blanket contract for Chemical Analysis Services for the Waste Resources Division of the Public Works Department. This blanket contract with Water Environmental Consultants started in May 2011 and to date has provided \$144,144 of chemical consulting services for Waste Resources. Annual usage of this blanket contract is expected to remain approximately \$50,00 per year.

I recommend renewing this blanket contract with Water Environmental Consultants for a one (1) year term through January 2016. There is an options for one (1) additional one (1) year contract renewal beyond 2016.

Respectfully yours,

David Carmody
Purchasing Agent

DC/gh

Requisition
42323

sent to 6
suppliers

received 2
B. 2/1