

**TUESDAY, SEPTEMBER 13, 2016**  
**CITY COUNCIL REVISED AGENDA**  
**6:00 PM**

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

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 21, by creating a new chapter entitled, “Administrative Hearing Officer” to create an administrative hearing officer position in accordance with Tennessee Code Annotated Section 6-54-1001 et seq. \(Co-sponsored by Councilman Mitchell and Councilman Anderson\) \(Revised\)](#)

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- b. [An ordinance to amend Chattanooga City Code, Part II, Chapter 31, Article III, Division 4, Section 57, Subsections \(a\), \(b\), and \(d\) relating to the Wastewater Regulations and Appeals Board.](#)

**Transportation**

- c. [MR-2016-100 Johnston Southern Company, LLC \(Abandonment\). An ordinance closing and abandoning an unopened alley off the 1400 block of Adams Street, detailed on the attached map, subject to certain conditions. \(District 8\) \(Recommended for approval by Transportation\) \(Deferred from 8/30/2016\) \(Revised\)](#)

- VI. **Ordinances – First Reading:**

**ECONOMIC AND COMMUNITY DEVELOPMENT**

- a. [An ordinance granting a franchise to Zayo Group, LLC for the purpose of allowing it to construct, install, and operate certain telecommunications wires and cabling within the public rights-of-way in order to provide telecommunications services within the City; setting forth conditions accompanying the grant of the franchise; providing for regulation and use of the system and the public rights-of-way in conjunction with the City’s right-of-way ordinance; and prescribing penalties for the violations of the provisions herein. \(Deferred from 7/12/2016 and revised after 1st Reading\)](#)

**PLANNING**

- b. [2016-103 Asa Engineering % Allen Jones/Russell Bean C-O- Executor \(R-1 Residential Zone to R-3 Residential Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of property located at 1105 Mountain Creek Road, more particularly described herein, from R-1 Residential Zone to R-3 Residential Zone, subject to certain conditions. \(Alternate Version No. 3\)](#)

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- c. [2016-060 Jack Haylett Branch Acquisition Company, LLC/Defoor Brothers, LLC/Tommy Thompson/Winona Sims/Steven Dobbs Family Trust \(MXU Mixed Use Zone and R-1 Residential Zone to C-4 Planned Commerce Center Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 2300 to 2500 blocks of Gunbarrel Road, 7325 through 7342 blocks of McCutcheon Road, 2500 block of Lifestyle Way, and 2300 through 2400 blocks of Elam Lane, more particularly described herein, from MXU Mixed Use Zone to R-1 Residential Zone to C-4 Planned Commerce Center Zone, subject to certain conditions. \(Alternate Version No. 2\)](#)

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- d. 2016-108 Chattanooga Metropolitan Airport Authority (R-1 Residential Zone to M-1 Manufacturing Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone a portion of 1001 Airport Road and all properties located in the 5900 block of Pinehurst Avenue, more particularly described herein, from R-1 Residential Zone to M-1 Manufacturing Zone, subject to certain conditions. **(District 5) (Recommended for approval by Planning) (Staff recommended that this matter be deferred until the September Planning Commission meeting so the applicant can provide additional details on proposed uses within the expanded M-1 request areas)**

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- e. [2016-117 Robert Bullard and Nooga Investments, LLC \(M-2 Light Industrial Zone to M-1 Manufacturing Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone a part of property located at 3401 Cummings Road, more particularly described herein from M-2 Light Industrial Zone to M-1 Manufacturing Zone, subject to certain conditions. \(District 1\) \(Recommended for approval by Planning\)](#)

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- f. [An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article II, Definitions; Article IV, General Regulations; and Article V, Zone Regulations relative to Short Term Vacation Rentals.](#)

VII. **Resolutions:**

**FIRE**

- a. [A resolution authorizing the Chattanooga Fire Chief to annually solicit and accept donations from businesses and other organizations in support of the Chattanooga Fire Department Annual Awards Ceremony for which the City has no obligation to enter into a contract/agreement or perform services for said donations.](#)
- b. [A resolution authorizing the Chattanooga Fire Chief to annually solicit and accept donations from businesses and other organizations in support of the Chattanooga Fire Department's Fire Prevention Activities for which the City has no obligation to enter into a contract/agreement or perform services for said donations.](#)

**GENERAL SERVICES**

- c. [A resolution authorizing the Mayor to execute an Agreement to Exercise Option to Renew for the Berthing Agreement of the River Gorge Explorer with the Tennessee Aquarium for a renewal term of one \(1\) year commencing October 1, 2016 and continuing through September 30, 2017. \(District 7\)](#)

**MAYOR'S OFFICE**

- d. [A resolution to confirm the Mayor's appointment of Theresa Lee as City Treasurer.](#)

- e. [A resolution to confirm the Mayor's appointments of David Barlew, Matthew Whitaker, Heidi Hefferlin, Gabe Thomas, Ladell Peoples, Grace Frank, Jason Havron, William Smith, and John Straussberger to the newly-formed Form-Based Code Committee.](#)

## **PUBLIC WORKS AND TRANSPORTATION**

### **Public Works**

- f. [A resolution authorizing the approval of Change Order No. 2 for Hazen and Sawyer, P.C. for professional services relative to Contract No. W-11-012-101, Design and Construction of Bar Screen and Fine Screen Replacements for Moccasin Bend WWTP, a Consent Decree Project, for an increased amount of \\$60,000.00, for a revised contract amount not to exceed \\$783,500.00. \(District 1\) \(Consent Decree\)](#)

### **Transportation**

- g. [A resolution authorizing Teresa Groves, agent on behalf of property owner, Deborah Martin, to use temporarily the right-of-way located at 914 Clarendon Street for an existing driveway, stone walls, and shed, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 2\)](#)
- h. [A resolution authorizing Jorge Para, agent on behalf of property owner, Gilberto Para, to use temporarily the right-of-way located at 1639 Rossville Avenue for the purpose of construction during the mandatory referral process, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 7\)](#)
- i. [A resolution authorizing Hefferlin + Kronenberg Architects % Craig Kronenberg, agent on behalf of property owner, Don Benedict, to use temporarily the right-of-way located at 1804 Cowart Street for the purpose of installing a balcony and awning, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 7\)](#)
- j. [A resolution authorizing River City Company % Jim Williamson, agent on behalf of property owner, Larry Torrence, to use temporarily the right-of-way located at 736 E. Martin Luther King Boulevard for the purpose of installing a parklet patio, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 8\)](#)

## VIII. Departmental Reports:

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

**Revised Agenda for Tuesday, September 13, 2016**

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- h) IT.
- i) Human Resources.
- j) General Services.

IX. Purchases.

X. Other Business.

**Wine in Grocery Stores:**

a) **Earth Fare (District 3)**  
**5414 Hixson Pike**  
**Hixson, TN 37343**

b) **Kankus #1 (District 4)**  
**7640 E. Brainerd Road**  
**Chattanooga, TN 37421**

XI. Committee Reports.

XII. Agenda Session for Tuesday, September 20, 2016.

XIII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XIV. Adjournment.

**TUESDAY, SEPTEMBER 20, 2016**  
**CITY COUNCIL AGENDA**  
**6:00 PM**

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2. Pledge of Allegiance/Invocation (Councilman Smith).
3. Minute Approval.
4. Special Presentation.
5. **Ordinances – Final Reading:**

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6. **Ordinances – First Reading: (None)**

7. **Resolutions:**

**MAYOR'S OFFICE**

- a. A resolution to make certain findings relating to the granting of incentives to develop housing in Chattanooga; to delegate certain authority to the Health, Educational, Housing Facility Board of the City of Chattanooga, Tennessee (the "HEB"); to authorize the Mayor of the City of Chattanooga to enter into agreements for payments in lieu of ad valorem taxes meeting the criteria of said program and to provide for a termination of this incentive program in ten (10) years. (Deferred from 9/6/2016)

**PLANNING**

- b. A resolution authorizing the Chattanooga-Hamilton County Regional Planning Agency to enter into a contract with Summit 7 Systems, Inc. for professional services for website development in the amount of \$35,978.00 and one (1) initial year of support in the amount of \$6,000.00, for a total amount not to exceed \$41,978.00.

**PUBLIC WORKS AND TRANSPORTATION**

**Public Works**

- c. A resolution authorizing the Mayor to enter into a contract with OM Hickory, LLC for the sale and purchase, in substantially the form attached, for property located at 2455 Hickory Valley Road, Tax Map No. 138M-A-001, in the amount of \$80,000.00, for the construction of a wet weather storage facility, a Consent Decree Project, and to execute all documents related to the transaction, with closing costs, for an amount not to exceed \$1,000.00, for a total amount not to exceed \$81,000.00. (Consent Decree) (District 6)

**Transportation**

- d. A resolution authorizing Timothy Kelly, property owner, to use temporarily the right-of-way located at 900 Riverfront Parkway for the purpose of installing a concrete pad with two benches and a drinking fountain at the corner of Riverfront Parkway and W. Martin Luther King Boulevard, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. (District 7)
- e. A resolution authorizing Debbie Sue Przybysz, property owner, to use temporarily the alley located behind 1410 W. 52nd Street for the purpose of improving the alleyway for vehicle access to the rear of the property, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. (District 7)
- f. A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Thomas Brothers Construction relative to Contract No. T-14-006 for construction services associated with Community Development Block Grant (CDBG) sidewalk install/repair in the amount of \$547,490.00, with a contingency amount of \$54,750.00, for a total amount of \$602,240.00. (Districts 8 & 9)



Proposed City Council Purchases 09-13-16

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R142617 Fire Department	Purchase of Two (2) Smeal Fire Pumpers with Equipment Fire Department	-	-	Smeal Fire Apparatus Co. 610 West 4th Street Snyder, NE 68664	\$1,000,000.00	Fire Capital Projects	Purchase of Two (2) Smeal Sirius II Fire Pumpers with Equipment. This contract will utilize National Joint Powers Alliance contract # 011714-SFA with Smeal Fire Apparatus Co. TCA 6-56-304.2 allows for this single source purchase, exempted from usual advertising and bidding requirements.
R142437 Mayor's Office	Purchase of 2016/2017 Tennessee Municipal League Annual Membership Dues Mayor's Office	-	-	Tennessee Municipal League 226 Capitol Boulevard, Ste 710 Nashville, TN 37219	\$37,100.00	General Fund	Purchase of 2016/2017 Tennessee Municipal League Annual Membership. TCA 6-56-304.2 allows for this sole source purchase, exempted from usual advertising and bidding requirements.
PO 534560 Transportation	Blanket Contract Extension for Traffic Signal Inserts Transportation Department	6	2	General Traffic Equipment Corp. 259 Broadway Newburg, NY 12550	Estimated \$50,000 Annually	General Fund	Blanket Contract Extension for Traffic Signal Inserts. There were 6 direct bid solicitations and we received 2 responses in the original publically advertised bid proceedings. General Traffic Equipment Corp. was the best bid meeting specifications.



# City of Chattanooga

## Mayor Andy Berke

September 8, 2016

Fire Chief Chris Adams  
Fire Department  
910 Wisdom Street  
Chattanooga, TN 37406

Subject: Req. 142617 – Purchase of Two (2) Smeal Fire Pumpers with Equipment – Fire Department

Dear Chief Adams:

Council approval is recommended to issue a purchase order in the amount of \$1,000,000.00 for the purchase of two (2) Smeal Sirius II 1500 gpm / 750 Gallon Fire Pumpers for the Fire Department.

This contract utilizes the National Joint Powers Alliance Contract # 011714-SFA, Fire Trucks and Fire Apparatus with Related Accessories and Equipment. This contract is in effect thru April 10, 2018, with one twelve (12) month renewable term. A copy of the contract is attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Bonnie Woodward  
Director of Purchasing

BW/sl  
Attachments



Preferences Help Close Window

Worklist >

Purchase Requisition 142617 for Womac, Terry (1,000,000.00 USD)

Approve Reject Send to IS Reassign More Information Request

From Womac, Terry Description Fire Pumpers
To Purchase Approval Pool Requisition Total 1,000,000.00 USD
Sent 07-Sep-2016 12:47:23 Estimated Tax 0.00 USD
Due 14-Sep-2016 12:47:23 Attachments Apparatus Spec
ID 1572867

Table with 8 columns: Line, Description, Supplier, Cost Center, Unit, Quantity, Price (USD), Amount (USD). Row 1: 1, Fire Pumpers, J30133, Each, 2, 500000, 1,000,000.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



Table with 4 columns: Num, Name, Action, Action Date, Note. Rows include actions by Womac, Terry L, Lea, Sharon Marie, Adams, James Christopher, Kiesche, Brian Stanley, and Forshee, Fredia Fay.

Related Applications

- Edit Requisition
View Requisition Details
Open Document

Response

Note Purchase will be made from NJPA contract, will submit letter for Council approval - SL

Two Pumpers w/ Equipment

Return to Worklist

Display next notification after my response

Approve Reject Send to IS Reassign More Information Request

Privacy Statement

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Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 011714 FIRE TRUCKS AND FIRE APPARATUS WITH RELATED ACCESSORIES AND SUPPLIES

Smeal Fire Apparatus

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 10th, 2014 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Handwritten signature]

NJPA Executive Director

Chad Coanette

(Name printed or typed)

Awarded this 10 day of April, 2014 NJPA Contract Number #011714-SFA

NJPA Authorized signature:

[Handwritten signature]

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 10 day of April, 2014 NJPA Contract Number #011714-SFA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Smeal Fire Apparatus

Vendor Authorized signature:

[Handwritten signature]

Martin Kent Smith

(Name printed or typed)

Title: Senior Government Contracts Manager

Executed this 3rd day of January, 2014 NJPA Contract Number #011714-SFA

Home > Cooperative Purchasing > Contracts - Fleet > Public Safety, Vehicles, Fire Trucks & Equipment > Smeal Fire Apparatus



## Smeal Fire Apparatus

NJPA AWARDED  
CONTRACT

**Contract#:** 011714-SFA

**Category:** Public Safety, Vehicles, Fire Trucks & Equipment

**Description:** Fire Fighting Apparatus

**Maturity Date:** 04/10/2018

Smeal Fire Apparatus Co. is a major contributor in the fire and rescue industry and has thousands of trucks and aerial ladders protecting lives and property throughout North America. Their tagline "We Build Respect." reflects their role as a "builder" and subtly conveys their rock-solid reputation for quality and integrity. In 2014, Smeal proudly added two companies to their family. With the addition of Ladder Tower Company (LTC) and US Tanker Co, Smeal now offers the largest selection of aerial models and the finest stainless steel tankers in the industry. In addition, Smeal markets and is authorized to sell Danko Emergency Equipment Co. products through NJPA.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Morgan Schultz

Direct Phone: 402-769-2309

[morgans@smeal.com](mailto:morgans@smeal.com)

[www.smeal.com](http://www.smeal.com)

NJPA

Tom PERTULLA

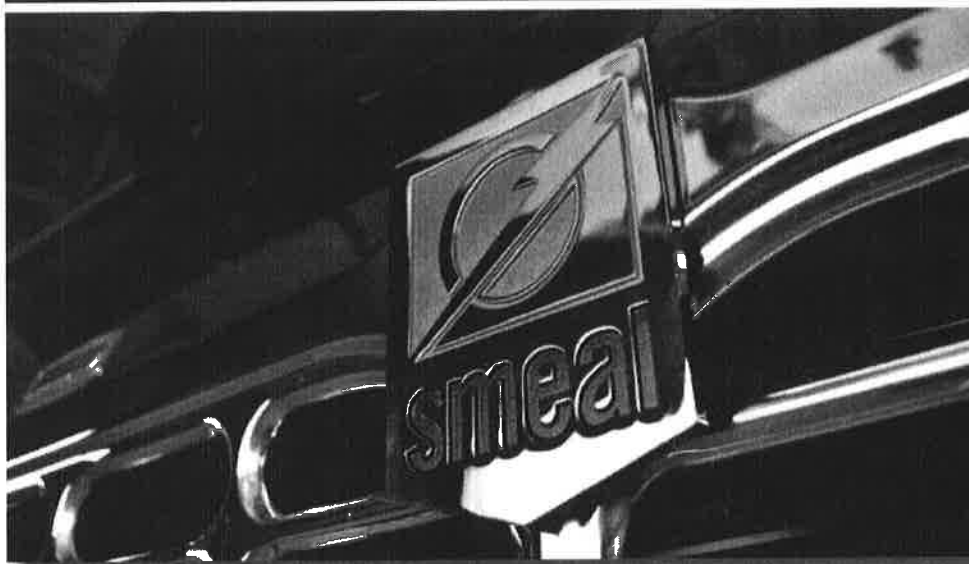
(218) 839-0544



# BID PROPOSAL

## **Chattanooga, City of**

101 East 11th Street  
Chattanooga, TN 37402



### **SMEAL FIRE APPARATUS CO.**

610 West 4th Street  
Snyder, NE 68664

402.568.2224

[www.smeal.com](http://www.smeal.com)

**WE BUILD RESPECT.**



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

**smeal.com**  
(402) 568-2224

**WE BUILD RESPECT.**

## Table of Contents

Proposal Letter

Proposal

Specification with Notes

Sales Contract



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

**smeal.com**  
(402) 568-2224

**WE BUILD RESPECT.**

Carlos Tibbs  
Chattanooga, City of  
101 East 11th Street  
Chattanooga, TN 37402

9/8/2016

Dear Carlos Tibbs,

We are pleased to offer the attached proposal package. We would like to thank you for the opportunity for allowing us to supply you with this information.

As you may already be aware, Smeal Fire apparatus Co. has been in business since 1964 developing, designing and manufacturing the highest quality aerials, platforms and pumper apparatus on the market today. We have a proven track record in many communities ranging from the small run volunteers to the high run large municipalities. Our apparatus are built with pride and integrity every day.

We can assure that you will be pleased with not only the end product but the process involved from start to finish in the manufacturing of your apparatus.

Please call me at 336-250-2181 or e-mail me at [chris@acfiretrucks.com](mailto:chris@acfiretrucks.com) if I can be of assistance.

Sincerely,

Atlantic Coast Fire Trucks

Chris Proctor



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

smeal.com  
(402) 588-2224

**WE BUILD RESPECT.**

# PROPOSAL



**NJPA Vendor Number:21161**

Date: 9/8/2016

**TO: Chattanooga, City of  
101 East 11th Street, Chattanooga, TN 37402**

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 apparatus and equipment:

Two (2) Smeal Sirius II 1500gpm/ 750gallon fire pumpers with equipment

For the sum of: One Million Dollars

Dollars \$ 1,000,000.00

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 330-390 calendar days 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.

\*Add additional \$11,796.00 to amount if customer elects not to pay chassis invoice at time of chassis completion of chassis invoice upon delivery of chassis to Smeal.

The amount named in this proposal shall remain firm for a period of 60 days from the date of same. 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) 588-2224

**WE BUILD RESPECT.**

# PROPOSAL



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 anyone 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.**

C/O: Atlantic Coast Fire Trucks  
C/O: Chris Proctor

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_ (mmddyy)

Date: \_\_\_\_\_ (mmddyy)



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

**smeal.com**  
(402) 568-2224

**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 City of Chattanooga, Buyer.

### PRODUCT DESCRIPTION:

Two (2) Smeal Sirius II 1500gpm/ 750gallon fire pumpers with equipment

**PURCHASE.** Buyer does hereby agree to purchase and accept delivery of the apparatus 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 330-390 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.)

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

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.



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

smeal.com  
(402) 568-2224

**WE BUILD RESPECT.**

## **SALES CONTRACT**

(Standard)

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 Dollars

Dollars \$ 1,000,000.00

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:

\*Add additional \$11,796.00 to amount if customer elects not to pay chassis invoice at time of chassis completion of chassis invoice upon delivery of chassis to Smeal.

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



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

smeal.com  
(402) 568-2224

**WE BUILD RESPECT.**

## **SALES CONTRACT**

(Standard)

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 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.





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

**smeal.com**  
(402) 358-2224

**WE BUILD RESPECT.**

## **SALES CONTRACT**

(Standard)

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.



810 WEST 4TH ST. - P.O. BOX 8  
SNYDER, NEBRASKA 68684

smeal.com  
(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

Mailing Address of customer: Chattanooga, City of  
101 East 11th Street  
Chattanooga, TN 37402



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

smeal.com  
(402) 560-2224

**WE BUILD RESPECT.**

# SALES CONTRACT

(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

**WE BUILD RESPECT.**

# SALES CONTRACT

(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

September 7, 2016

Ms. Maura Sullivan  
Mayor's Office  
101 East 11<sup>th</sup> Street  
Chattanooga, TN 37402

Subject: Req. 142437 – 2016/2017 Tennessee Municipal League Annual Membership Dues

Dear Ms. Sullivan:

Council approval is recommended to issue a Purchase Order for payment of 2016/2017 Annual Membership Dues to the Tennessee Municipal League in the amount of \$37,100.00.

The amount of our membership is based on the City's population as recorded with the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, certified by the 2010 Census, and updated by the DECD annually. Also, membership in the TML makes our City eligible for membership in the National League of Cities (NLC).

This is a sole source purchase. TCA 6-56-304.2 allows for this sole source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Bonnie Woodward  
Purchasing Director

BW/sl  
Attachment



Preferences Help Close Window

Purchase Requisition 142437 for Martin, Amy (37,100.00 USD)

From **Martin, Amy** Description **2016-2017 Tennessee Municipal League Annual Membership Dues**  
 To **Purchase Approval Pool** Requisition Total **37,100.00 USD**  
 Sent **02-Sep-2016 10:42:56** Estimated Tax **0.00 USD**  
 Due **09-Sep-2016 10:42:56** Attachments [TN Municipal League Dues.pdf](#)  
 ID **1569737**

Requisition Lines

Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	2016-2017 Tennessee Municipal League Annual Membership Dues	Tenn Municipal League	B00101	Each	1	37100	37,100.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Martin, Amy K	Submitted	01-Sep-2016 14:50:22	
2	Lea, Sharon Marie	Approved	01-Sep-2016 14:54:14	
3	Carmody, Patrick David (David)	Approved	01-Sep-2016 14:55:21	Council approval?
4	DiDonato, Teresa L	Approved	02-Sep-2016 10:42:55	

Related Applications

- [Edit Requisition](#)
- [View Requisition Details](#)
- [Open Document](#)

Response

Note Council approval?

Return to Worklist

Display next notification after my response

[Privacy Statement](#)

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# Tennessee Municipal League

226 Capitol Boulevard, Suite 710

Nashville, TN 37219

(615) 255-6416 Fax: (615) 255-4752 www.TML1.org

## 2016-2017 Annual Membership Dues

Remit to: Tennessee Municipal League, 226 Capitol Blvd, Suite 710, Nashville, TN 37219

<b>Invoice # 312716</b>	<b>Invoice Date: 7/18/2016</b>
<b>Amount Due \$37,100.00</b>	<b>Due Date: September 30, 2016</b>

**City of Chattanooga**

101 E. 11th St., Third Floor

Chattanooga, TN 37402

**I.D. # 312**

**Population 167674**

**TTC Sub 39**

**TML District 3**

The payment of your city's dues means membership in the Tennessee Municipal League for the fiscal year 2016-2017. Also, the payment of your annual membership dues covers the price (\$6.00 each) of the number of subscriptions showing on your original invoice. Your dues are based on the city population as recorded with the Tennessee Department of Economic and Community Development, Local Planning Assistance Office and certified by the 2010 Census and updated by the DECD annually. The population of your city also shows on the original invoice.

### Schedule of TML Annual Dues

Under 250 population.....	168.00	5,000 - 100,000 per capita at \$0.2795	
251 - 500.....	278.00	(Maximum \$9,102.00)	
501 - 800.....	345.00		
801 - 1,000.....	417.00	100,001 - 160,000 .....	\$ 24,252.00
1,001 - 1,500.....	500.00	160,001 - 235,000 .....	37,100.00
1,501 - 2,000.....	561.00	235,001 - 440,000 .....	44,216.00
2,001 - 3,000.....	838.00	Over 440,000 .....	57,920.00
3,001 - 4,000.....	1,129.00		
4,001 - 5,000.....	1,398.00		

Membership in the TML makes your city eligible for membership in the National League of Cities (NLC).

For Questions contact: Debbie Kluth, Dir of Marketing and Member Services at  
(615) 425-3908 or dkluth@TML1.org



# City of Chattanooga

Mayor Andy Berke

September 8, 2016

Mr. Blyth Bailey, Administrator  
Transportation Department  
Development Resource Center  
1250 Market Street, Suite 3000  
Chattanooga TN, 37402

Subject: R73655 – Extension of Blanket Contract for Traffic Signal Inserts –  
Transportation Department

Dear Mr. Bailey;

Council approval is recommended for the extension of blanket contract 534560 with General Traffic Equipment Corp. for Traffic Signal Inserts, as needed by the Transportation Department. The estimated annual expenditure under this contract is \$50,000.00.

The invitation to bid was sent to six (6) vendors as well as formally advertised. Two (2) bids were received. The bids are retained on file in the Purchasing Office for your review upon request. A copy of blanket contract 534560 is attached.

I recommend extending this blanket contract with General Traffic Equipment Corp. for an additional year, as being in the best interests of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward  
Purchasing Director

BW/wt  
Attachment

Vendor Address:

General Traffic Equipment Corp.  
259 Broadway  
Newburg, NY 12550



# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 395098  <b>General Traffic Equipment Corp</b> 259 Broadway Newburgh, NY 12550
--	--

PO Date: 10-SEP-15 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>534560</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
---	---

<b>S H I P T O</b>	
--	--

<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor		Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price
<p>Requisition No. 120244 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-643-7238 Fax: 423-643-7244 Email: tucker_w@chattanooga.gov *****</p> <p>Items Being Purchased: Traffic Signal Inserts, LED *****</p> <p>For delivery to:</p> <p>Traffic Operations 1010 East 11th Street Chattanooga, TN 37403</p> <p>Delivery Contact: Marsha Fetherolf, Tel: 423-643-6382 *****</p> <p>This shall be a twelve (12) month blanket contract to supply LED Traffic Signal Inserts as needed by agencies of the City of Chattanooga. The contract term may be renewed for two (2) additional 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. *****</p> <p>Vendor Contact Information:</p> <p>Vendor Name: General Traffic Equipment Corp. Contact Person: Raymond Staffon Tel.: 845-569-9000 Fax: 845-569-1800 Street Address: 259 Broadway City, State, Zip: Newburgh, NY 12550 *****</p>				
				<b>Total</b>

\*\*\*\*\* NOTICE \*\*\*\*\*

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

# Purchase Order BLANKET



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

<b>V E N D O R</b>	Vendor Number: Vendor Alternate ID: 395098
	General Traffic Equipment Corp 259 Broadway Newburgh, NY 12550

PO Date: 10-SEP-15 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	<b>Purchase Order Number</b> <b>534560</b>  INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
---	---

<b>S H I P T O</b>	
--	--

<b>I N V O I C E</b>	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
--	--

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	BLANKET CONTRACT FOR 12" red LED insert incandescent style.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 21.8500	\$ 0.00
2	BLANKET CONTRACT FOR 12" amber LED inserts incandescent style.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 21.8500	\$ 0.00
3	BLANKET CONTRACT FOR: 12" green LED inserts incandescent style.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 22.3500	\$ 0.00
4	BLANKET CONTRACT FOR: 12" red arrow LED inserts incandescent style.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 27.5000	\$ 0.00
5	BLANKET CONTRACT FOR: 12" amber arrow LED inserts incandescent style.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 27.5000	\$ 0.00
6	BLANKET CONTRACT FOR: 12" green arrow LED inserts incandescent style.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 27.5000	\$ 0.00
7	BLANKET CONTRACT FOR: 8" amber LED insert, incandescent style.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 15.0000	\$ 0.00
8	BLANKET CONTRACT FOR: 16" HAND/MAN pedestrian insert.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 86.0000	\$ 0.00
9	BLANKET CONTRACT FOR: 16" HAND/MAN countdown pedestrian insert.All must meet latest ITE specs and 5 year warranty	0.00	Each	\$ 83.0000	\$ 0.00

**TOTAL: \$ .00**

\*\*\*\*\* NOTICE \*\*\*\*\*

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.